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

AGENDA
CITY COUNCIL MEETING
Tuesday, May 12, 2020
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:

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

$ 264,033.55 (vendors – FY 20)
$ 197,265.92 (vendors – FY 21)
$ 290,464.07 (payroll period ending 5/1/20)
$ 751,763.54 (total)

Mayor's Report:

1. CC 2020-36 Selection of Mayor Pro Tem for Fiscal Year 2021
2. CC 2020-37 Resolution Authorizing the Repair of Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessel

Public Works Committee Report:

Economic Development Committee Report:

Please note: Items placed on this section of agenda were unable to be discussed at the May 5th Economic Development Committee due to the cancellation of the meeting.

1. CC 2020-38 Resolution Approving the Third Amendment License Agreement (AT&T Parking Lot – SE Corner of W. Hydraulic Street and S. Main Street)

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Please note: Items placed on this section of agenda were unable to be discussed at the March 19th Park Board due to the cancellation of the meeting.

1. CC 2020-39 Resolution Authorizing the Purchase of Four Playgrounds for the Beecher, Purcell, Caledonia, and North Autumn Creek Parks from Play Illinois Burke Playground Manufacturer in the Amount Not to Exceed $228,531.54

Planning and Zoning Commission:

1. PZC 2020-02 and EDC 2020-11 Ordinance Approving the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision
2. PZC 2020-03 and EDC 2020-12 Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Public Hearings:

Public Hearing for Proposed Downstate Small Business Stabilization Applications Funded by Community Development Block Grant (CDBG) Funds, the total amount of CDBG funds to be requested is $436,644.00 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

Advanced Physical Medicine of Yorkville, Ltd, AGJS Inc DBA Tiki Tan, BH Martial Arts, C&C Studios, Inc dba Virtues In Motion Dance Studio, Brenart Eye Clinic, LLC, COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, Duy's Incorporated, Harmony Aesthetics, LLC, Haven Yorkville, LLC DBA Haven Medical Spa, The Heartland School LLC, Idea Marketing Group, Inc., Mike & Denise's Pigeon Hill Diner, Inc., NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), Sterchi Chiropractic, S.C., The Law Office Corporation, Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), Upper Crust Catering, Inc., White Water Ice Cream, LLC, DBA Foxy's Ice Cream

Mayor's Report (cont'd):

3. CC 2020-40 Ordinance Amending Title 4 of the City Code by Adding Chapter 7 (Fair Housing)
4. CC 2020-41 Downstate Small Business Stabilization Program Grant
    a. Resolution of Support for a Community Development Block Grant Program Grant (Advanced Physical Medicine of Yorkville, Ltd, 207 Hillcrest Avenue, Suite A, Yorkville, IL)
    b. Resolution of Support for a Community Development Block Grant Program Grant (AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville, IL)
    c. Resolution of Support for a Community Development Block Grant Program Grant (BH Martial Arts, 664 W Veterans Parkway, Yorkville, IL)

d. Resolution of Support for a Community Development Block Grant Program Grant (Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville, IL)

e. Resolution of Support for a Community Development Block Grant Program Grant (C & C Studios, Inc dba Virtues In Motion Dance Studio, 104 Beaver Street, Yorkville, IL)

f. Resolution of Support for a Community Development Block Grant Program Grant (Duy's Incorporated, 135 E. Veterans Parkway, Yorkville, IL)

g. Resolution of Support for a Community Development Block Grant Program Grant (Harmony Aesthetics, LLC, 223 S. Bridge Street, Yorkville, IL)

h. Resolution of Support for a Community Development Block Grant Program Grant (Haven Yorkville, LLC dba Haven Medical Spa, 120 E. Countryside Parkway, Yorkville, IL)

i. Resolution of Support for a Community Development Block Grant Program Grant (The Heartland School, LLC, 708 E. Veteran's Parkway, Yorkville, IL)

j. Resolution of Support for a Community Development Block Grant Program Grant (Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville, IL)

k. Resolution of Support for a Community Development Block Grant Program Grant (Mike & Denise's Pigeon Hill Diner, Inc., 728 E. Veteran's Parkway, Yorkville, IL)

l. Resolution of Support for a Community Development Block Grant Program Grant (NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W Veterans Parkway, Yorkville, IL)

m. Resolution of Support for a Community Development Block Grant Program Grant (COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, 634 Veterans Parkway, Unit F, Yorkville, IL)

n. Resolution of Support for a Community Development Block Grant Program Grant (Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville, IL)

o. Resolution of Support for a Community Development Block Grant Program Grant (The Law Office Corporation, 759 John Street, Yorkville, IL)

p. Resolution of Support for a Community Development Block Grant Program Grant (Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville, IL)

q. Resolution of Support for a Community Development Block Grant Program Grant (Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville, IL)

r. Resolution of Support for a Community Development Block Grant Program Grant (White Water Ice Cream, LLC, DBA Foxy's Ice Cream, 131 Hydraulic Street, Yorkville, IL)

5. CC 2020-42 FY 21 Budget Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 20, 2020 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Funkhouser	Finance	Library
Vice-Chairman:	Alderman Transier	Administration	
Committee:	Alderman Plocher		
Committee:	Alderman Peterson		

ECONOMIC DEVELOPMENT: June 2, 2020 – 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: July 2, 2020 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Tarulis	Police	School District
Vice-Chairman:	Alderman Frieders		
Committee:	Alderman Milschewski		
Committee:	Alderman Transier		

PUBLIC WORKS: May 19, 2020 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 12, 2020
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

BILLS FOR PAYMENT:

- ☐ Approved _____
  - ☐ As presented
  - ☐ As amended
- ☐ Notes _____

_____

_____

MAYOR'S REPORT:

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1. CC 2020-36 Selection of Mayor Pro Tem for Fiscal Year 2021
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. CC 2020-37 Resolution Authorizing the Repair of Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessel
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

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1. CC 2020-37 Resolution Approving the Third Amendment License Agreement (AT&T Parking Lot – SE Corner of W. Hydraulic Street and S. Main Street)
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PARK BOARD:

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1. CC 2020-39 Resolution Authorizing the Purchase of Four Playgrounds
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PLANNING AND ZONING COMMISION REPORT:

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1. PZC 2020-02 and EDC 2020-11 Ordinance Approving the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. PZC 2020-03 and EDC 2020-12 Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PUBLIC HEARINGS:

Public Hearing for Proposed Downstate Small Business Stabilization Applications Funded by Community Development Block Grant (CDBG) Funds, the total amount of CDBG funds to be requested is $436,644.00 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

Advanced Physical Medicine of Yorkville, Ltd, AGJS Inc DBA Tiki Tan, BH Martial Arts, C&C Studios, Inc dba Virtues In Motion Dance Studio, Brenart Eye Clinic, LLC, COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, Duy's Incorporated, Harmony Aesthetics, LLC, Haven Yorkville, LLC DBA Haven Medical Spa, The Heartland School LLC, Idea Marketing Group, Inc., Mike & Denise's Pigeon Hill Diner, Inc., NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), Sterchi Chiropractic, S.C., The Law Office Corporation, Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), Upper Crust Catering, Inc., White Water Ice Cream, LLC, DBA Foxy's Ice Cream

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MAYOR'S REPORT (CONT'D):

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3. CC 2020-39 Ordinance Amending Title 4 of the City Code by Adding Chapter 7 (Fair Housing)

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

☐ Removed _____

☐ Notes _____

_____

_____

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4. CC 2020-40 Downstate Small Business Stabilization Program Grant

a. Resolution of Support for a Community Development Block Grant Program Grant (Advanced Physical Medicine of Yorkville, Ltd, 207 Hillcrest Avenue, Suite A, Yorkville, IL)

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

☐ Removed _____

b. Resolution of Support for a Community Development Block Grant Program Grant (AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville, IL)

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

☐ Removed _____

c. Resolution of Support for a Community Development Block Grant Program Grant (BH Martial Arts, 664 W Veterans Parkway, Yorkville, IL)

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

☐ Removed _____

d. Resolution of Support for a Community Development Block Grant Program Grant (Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville, IL)

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

☐ Removed _____

e. Resolution of Support for a Community Development Block Grant Program Grant (C & C Studios, Inc dba Virtues In Motion Dance Studio, 104 Beaver Street, Yorkville, IL)

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

☐ Removed _____

f. Resolution of Support for a Community Development Block Grant Program Grant (Duy's Incorporated, 135 E. Veterans Parkway, Yorkville, IL)

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

☐ Removed _____

g. Resolution of Support for a Community Development Block Grant Program Grant (Harmony Aesthetics, LLC, 223 S. Bridge Street, Yorkville, IL)

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

☐ Removed _____

h. Resolution of Support for a Community Development Block Grant Program Grant (Haven Yorkville, LLC dba Haven Medical Spa, 120 E. Countryside Parkway, Yorkville, IL)

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

☐ Removed _____

i. Resolution of Support for a Community Development Block Grant Program Grant (The Heartland School, LLC, 708 E. Veteran's Parkway, Yorkville, IL)

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

☐ Removed _____

j. Resolution of Support for a Community Development Block Grant Program Grant (Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville, IL)

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

☐ Removed _____

k. Resolution of Support for a Community Development Block Grant Program Grant (Mike & Denise's Pigeon Hill Diner, Inc., 728 E. Veteran's Parkway, Yorkville, IL)

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

☐ Removed _____

l. Resolution of Support for a Community Development Block Grant Program Grant (NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W Veterans Parkway, Yorkville, IL)

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

☐ Removed _____

m. Resolution of Support for a Community Development Block Grant Program Grant (COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, 634 Veterans Parkway, Unit F, Yorkville, IL)

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

☐ Removed _____

n. Resolution of Support for a Community Development Block Grant Program Grant (Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville, IL)

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

☐ Removed _____

o. Resolution of Support for a Community Development Block Grant Program Grant (The Law Office Corporation, 759 John Street, Yorkville, IL)

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

☐ Removed _____

p. Resolution of Support for a Community Development Block Grant Program Grant (Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville, IL)

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

☐ Removed _____

q. Resolution of Support for a Community Development Block Grant Program Grant (Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville, IL)

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

☐ Removed _____

r. Resolution of Support for a Community Development Block Grant Program Grant (White Water Ice Cream, LLC, DBA Foxy's Ice Cream, 131 Hydraulic Street, Yorkville, IL)

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

☐ Removed _____

☐ Notes _____

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5. CC 2020-41 FY 21 Budget Update

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

☐ Removed _____

☐ Notes _____

_____

_____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – May 12, 2020

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 20

CHECK DATE: 04/24/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
530141	JXENTER	JX PETERBILT - ROCKFORD					
	2179306P		04/13/20	01	FINAL PAYMENT FOR NEW DUMP	25-215-60-00-6070	101,921.00
				02	TRUCK	** COMMENT **	
						INVOICE TOTAL:	101,921.00 *
						CHECK TOTAL:	101,921.00
						TOTAL AMOUNT PAID:	101,921.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES
11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL
25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532664	AACVB	AURORA AREA CONVENTION							
	02/20-ALL		04/14/20	01	FEB 2020 ALL SEASON HOTEL TAX	01-640-54-00-5481		22.46	
						INVOICE TOTAL:		22.46	*
	02/20-HAMPTON		04/14/20	01	FEB 2020 HAMPTON HOTEL TAX	01-640-54-00-5481		2,371.03	
				02	REBATE	** COMMENT **			
						INVOICE TOTAL:		2,371.03	*
	02/20-SUNSET		04/14/20	01	FEB 2020 SUNSET HOTEL TAX	01-640-54-00-5481		36.90	
				02	REBATE	** COMMENT **			
						INVOICE TOTAL:		36.90	*
	03/20-ALL		04/14/20	01	MAR 2020 ALL SEASON HOTEL TAX	01-640-54-00-5481		36.33	
				02	REBATE	** COMMENT **			
						INVOICE TOTAL:		36.33	*
	2/20-SUPER		04/14/20	01	FEB 2020 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,291.47	
				02	REBATE	** COMMENT **			
						INVOICE TOTAL:		1,291.47	*
						CHECK TOTAL:			3,758.19
532665	ABEEP	A BEEP, LLC							
	93280		04/15/20	01	6 PORTABLE POLICE RADIOS	01-210-56-00-5620		3,989.00	
						INVOICE TOTAL:		3,989.00	*
						CHECK TOTAL:			3,989.00
532666	ALTEC	ALTEC INDUSTRIES, INC.							
	50570282		04/14/20	01	12 MONTH PM & DIELECTRIC	01-410-54-00-5490		765.12	
				02	INSPECTION	** COMMENT **			
						INVOICE TOTAL:		765.12	*
						CHECK TOTAL:			765.12

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532667	ALTORFER	ALTORFER INDUSTRIES, INC					
	P53C0165861	04/02/20	01	END EDGE, CUTTING EDGE, NUTS,	01-410-56-00-5628		817.00
			02	BOLTS	** COMMENT **		
					INVOICE TOTAL:		817.00 *
	PO630012538	04/03/20	01	GENERATOR REPAIR @ 3299 LEHMAN	51-510-54-00-5445		9,458.98
			02	CROSSING	** COMMENT **		
					INVOICE TOTAL:		9,458.98 *
					CHECK TOTAL:		10,275.98
532668	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1035603-IN	04/06/20	01	WIRE NUTS	01-410-56-00-5642		16.00
					INVOICE TOTAL:		16.00 *
	1036097-IN	04/07/20	01	VINYL TAPE	01-410-56-00-5642		18.80
					INVOICE TOTAL:		18.80 *
					CHECK TOTAL:		34.80
532669	AQUAFIX	AQUAFIX, INC.					
	31067	04/09/20	01	VITASTIM GREASE	52-520-56-00-5613		1,027.84
					INVOICE TOTAL:		1,027.84 *
					CHECK TOTAL:		1,027.84
532670	ARNESON	ARNESON OIL COMPANY					
	285894	04/01/20	01	APR 2020 DIESEL FUEL	51-510-56-00-5695		397.13
					INVOICE TOTAL:		397.13 *
	285917	04/01/20	01	APR 2020 GASOHOL	51-510-56-00-5695		101.78
					INVOICE TOTAL:		101.78 *

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532670	ARNESON	ARNESON OIL COMPANY							
	286423		04/07/20	01	APR 2020 DIESEL FUEL	01-410-56-00-5695		343.34	
						INVOICE TOTAL:		343.34	*
	286453		04/07/20	01	APR 2020 GASOHOL	52-520-56-00-5695		89.10	
						INVOICE TOTAL:		89.10	*
	286485		04/08/20	01	APR 2020 GASOHOL	01-410-56-00-5695		264.11	
						INVOICE TOTAL:		264.11	*
	287287		04/15/20	01	APR 2020 UNLEADED GASOHOL	01-410-56-00-5695		139.58	
						INVOICE TOTAL:		139.58	*
	287306		04/15/20	01	APR 2020 DIESEL FUEL	51-510-56-00-5695		315.36	
						INVOICE TOTAL:		315.36	*
						CHECK TOTAL:		1,650.40	
532671	ATT	AT&T							
	6305536805-0420		04/25/20	01	04/25-05/24 SERVICE	51-510-54-00-5440		391.73	
						INVOICE TOTAL:		391.73	*
						CHECK TOTAL:		391.73	
532672	ATTINTER	AT&T							
	1812683505		04/10/20	01	04/10-05/09 ROUTER	01-110-54-00-5440		471.16	
						INVOICE TOTAL:		471.16	*
						CHECK TOTAL:		471.16	
532673	AUTOSP	AUTOMOTIVE SPECIALTIES, INC.							
	24061		04/07/20	01	ALIGNMENT	51-510-54-00-5490		129.95	
						INVOICE TOTAL:		129.95	*
						CHECK TOTAL:		129.95	

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001617	BROWND DAVID BROWN						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532674	CENTRALL CENTRAL LIMESTONE COMPANY, INC						
	20652	04/06/20	01	GRAVEL	01-410-56-00-5620		333.17
					INVOICE TOTAL:		333.17 *
	20771	04/13/20	01	GRAVEL	01-410-56-00-5620		808.12
					INVOICE TOTAL:		808.12 *
					CHECK TOTAL:		1,141.29
532675	CINTASFP CINTAS CORPORATION FIRE 636525						
	0F94046260A	04/15/20	01	APR 2020 MONITORING AT 610	51-510-54-00-5445		79.00
			02	TOWER LANE	** COMMENT **		
					INVOICE TOTAL:		79.00 *
	0F94046261A	04/15/20	01	APR 2020 MONITORING AT 2224	51-510-54-00-5445		79.00
			02	TREMONT STREET	** COMMENT **		
					INVOICE TOTAL:		79.00 *
	0G94046262A	04/15/20	01	APR 2020 MONITORING AT 3299	51-510-54-00-5445		79.00
			02	LEHMAN CROSSING	** COMMENT **		
					INVOICE TOTAL:		79.00 *
					CHECK TOTAL:		237.00
532676	COMED COMMONWEALTH EDISON						
	1613010022-0320	04/14/20	01	03/13-04/13 GALENA BALLFIELDS	79-795-54-00-5480		197.67
					INVOICE TOTAL:		197.67 *

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 20

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532676	COMED COMMONWEALTH EDISON							
	1977008102-0320	04/13/20	01	03/13-04/13 GALENA PARK LIGHTS	79-795-54-00-5480		68.68	
					INVOICE TOTAL:		68.68	*
	2019099044-0320	04/06/20	01	02/13-03/13 BRIDGE ST TANK	51-510-54-00-5480		75.36	
					INVOICE TOTAL:		75.36	*
	4449087016-0320	04/06/20	01	02/27-03/30 MISC LIFT STATIONS	52-520-54-00-5480		1,557.55	
					INVOICE TOTAL:		1,557.55	*
	6963019021-0320	04/14/20	01	03/13-04/13 RT47 & ROSENWINKLE	23-216-54-00-5482		29.93	
					INVOICE TOTAL:		29.93	*
	7090039005-0320	04/09/20	01	03/11-04/09 RT34 & CANNONBALL	23-216-54-00-5482		20.08	
					INVOICE TOTAL:		20.08	*
	8344010026-0320	04/21/20	01	02/28-03/30 MISC STREET LIGHTS	23-216-54-00-5482		305.24	
					INVOICE TOTAL:		305.24	*
					CHECK TOTAL:			2,254.51
532677	CONARDR RYAN CONARD							
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	51-510-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					CHECK TOTAL:			45.00
532678	CONSTELL CONSTELLATION NEW ENERGY							
	17267269701	04/22/20	01	03/23-04/21 421 POPLAR LITE	23-216-54-00-5482		3,750.18	
					INVOICE TOTAL:		3,750.18	*
					CHECK TOTAL:			3,750.18

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532679	COOPER	COOPER HOME FURNISHINGS					
	96771	04/08/20	01	LAZBOY	01-210-56-00-5620		350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
532680	COREMAIN	CORE & MAIN LP					
	M189080	04/13/20	01	SOCKETS	51-510-56-00-5664		61.25
					INVOICE TOTAL:		61.25 *
					CHECK TOTAL:		61.25
D001618	DHUSEE	DHUSE, ERIC					
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2020 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	APR 2020 MOBILE EMAIL	01-410-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001619	DLK	DLK, LLC					
	211	04/30/20	01	APR 2020 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,425.00 *
					DIRECT DEPOSIT TOTAL:		9,425.00
532681	DYNEGY	DYNEGY ENERGY SERVICES					
	266979320041	04/23/20	01	03/18-04/15 2702 MILL ROAD	51-510-54-00-5480		8,098.59
					INVOICE TOTAL:		8,098.59 *
					CHECK TOTAL:		8,098.59

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532682	EATONCOR	EATON CORPORATION							
	53372034		02/28/20	01	WELL 4 STARTER MOTOR	51-510-60-00-6060		40,000.00	
				02	REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:		40,000.00	*
	53466708		03/16/20	01	WELL 4 STARTER MOTOR	51-510-60-00-6060		8,750.00	
				02	REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:		8,750.00	*
						CHECK TOTAL:		48,750.00	
532683	ECO	ECO CLEAN MAINTENANCE INC							
	8658		03/25/20	01	MAR 2020 ADDITIONAL OFFICE	01-110-54-00-5488	COVID-19	42.87	
				02	CLEANING	** COMMENT **			
				03	MAR 2020 ADDITIONAL OFFICE	01-210-54-00-5488	COVID-19	42.88	
				04	CLEANING	** COMMENT **			
				05	MAR 2020 ADDITIONAL OFFICE	79-795-54-00-5488	COVID-19	52.50	
				06	CLEANING	** COMMENT **			
				07	MAR 2020 ADDITIONAL OFFICE	79-790-54-00-5488	COVID-19	48.75	
				08	CLEANING	** COMMENT **			
				09	MAR 2020 ADDITIONAL OFFICE	01-410-54-00-5488	COVID-19	21.25	
				10	CLEANING	** COMMENT **			
				11	MAR 2020 ADDITIONAL OFFICE	51-510-54-00-5488		21.25	
				12	CLEANING	** COMMENT **			
				13	MAR 2020 ADDITIONAL OFFICE	52-520-54-00-5488		21.25	
				14	CLEANING	** COMMENT **			
						INVOICE TOTAL:		250.75	*
						CHECK TOTAL:		250.75	
532684	EJEQUIP	EJ EQUIPMENT							
	P22752		04/15/20	01	WASHERS, DRAIN SCREENS, NUTS	01-410-56-00-5620		94.88	
						INVOICE TOTAL:		94.88	*
						CHECK TOTAL:		94.88	

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001620	EVANST	TIM EVANS							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	APR 2020 MOBILE EMAIL	79-795-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
532685	FARMFLEE	BLAIN'S FARM & FLEET							
	5075-B.BEHRENS		04/10/20	01	PANTS	01-410-56-00-5600		80.98	
						INVOICE TOTAL:		80.98	*
	5075-G.JOHNSON		04/10/20	01	BELT, SHORTS	51-510-56-00-5600		66.56	
						INVOICE TOTAL:		66.56	*
	6440-L.GARCIA		04/08/20	01	TEES, GLOVES	51-510-56-00-5600		64.67	
						INVOICE TOTAL:		64.67	*
	6441-N.HERNANDEZ		04/07/20	01	TEES, GLOVES, HAT, PANTS	79-790-56-00-5600		122.35	
						INVOICE TOTAL:		122.35	*
						CHECK TOTAL:		334.56	
532686	FLATSOS	RAQUEL HERRERA							
	14663		04/03/20	01	REPLACED TIRE	79-790-54-00-5495		40.00	
						INVOICE TOTAL:		40.00	*
	14669		04/03/20	01	REPLACED TIRE	79-790-54-00-5495		74.10	
						INVOICE TOTAL:		74.10	*
						CHECK TOTAL:		114.10	
532687	FLEEPRID	FLEETPRIDE							

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532687	FLEEPRID	FLEETPRIDE							
	49729024		04/14/20	01	RUBBER MUD FLAP	01-410-56-00-5628		16.74	
						INVOICE TOTAL:		16.74	*
						CHECK TOTAL:		16.74	
532688	FOXVALSA	FOX VALLEY SANDBLASTING							
	42522		04/15/20	01	SANDBLAST & RECOAT BASKETBALL	79-790-54-00-5495		130.00	
				02	HOOPS IN FOX HILL	** COMMENT **			
						INVOICE TOTAL:		130.00	*
						CHECK TOTAL:		130.00	
D001621	FREDRICR	ROB FREDRICKSON							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D001622	GALAUNEJ	JAKE GALAUNER							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
532689	GAMETIME	GAME TIME							
	0094002		04/03/20	01	BOLTS, GRIPS, LINKS	79-790-56-00-5640		235.06	
						INVOICE TOTAL:		235.06	*
						CHECK TOTAL:		235.06	

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001623	GARCIAL	LUIS GARCIA							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
532690	GSLSPORT	BIG DAWG ATHLETICS LLC							
	2-041620		04/16/20	01	20 DOZEN SOFTBALLS	79-795-56-00-5606		1,065.00	
						INVOICE TOTAL:		1,065.00	*
						CHECK TOTAL:			1,065.00
D001624	HARMANR	RHIANNON HARMON							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D001625	HENNED	DURK HENNE							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D001626	HERNANDA	ADAM HERNANDEZ							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532691	HERNANDN NOAH HERNANDEZ						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
532692	HOMEDEPO HOME DEPOT						
	15421	03/18/20	01	TRAFFIC SIGNAL FILTERS	01-410-54-00-5435		123.44
					INVOICE TOTAL:		123.44 *
	2015261	03/16/20	01	PAINT	01-410-56-00-5628		34.98
					INVOICE TOTAL:		34.98 *
	6015000	03/12/20	01	QUICK LINK, PLASTIC CHAIN,	23-216-56-00-5656		17.87
			02	CLAMP SET, SWIVEL SNAPS	** COMMENT **		
					INVOICE TOTAL:		17.87 *
					CHECK TOTAL:		176.29
D001627	HORNERR RYAN HORNER						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001628	HOULEA ANTHONY HOULE						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532693	HOUSEAL	HOUSEAL LAVIGNE ASSOCIATES					
	4568	04/15/20	01	MAR 2020 PROFESSIONAL	01-220-54-00-5462		2,960.00
			02	CONSULTING SERVICES	** COMMENT **		
					INVOICE TOTAL:		2,960.00 *
					CHECK TOTAL:		2,960.00
532694	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	028925	04/17/20	01	REPAIR FRONT STEERING AND	51-510-54-00-5490		1,718.25
			02	SUSPENSION	** COMMENT **		
					INVOICE TOTAL:		1,718.25 *
					CHECK TOTAL:		1,718.25
532695	IMAGINE	IMAGINE NATION LLC					
	456	04/20/20	01	SLIDE PARTS FOR ROTARY PARK	79-790-56-00-5640		5,391.00
					INVOICE TOTAL:		5,391.00 *
					CHECK TOTAL:		5,391.00
532696	IMPACT	IMPACT NETWORKING, LLC					
	1758734	04/06/20	01	01/15-04/14 COPIER CHARGES	82-820-54-00-5462		230.12
					INVOICE TOTAL:		230.12 *
					CHECK TOTAL:		230.12
532697	IMSA	IMSA					
	85568	04/02/20	01	CERTIFICATION RENEWAL-HENNE	01-410-54-00-5462		140.00
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		140.00

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532698	INTERDEV	INTERDEV, LLC					
	MSP1025923	04/30/20	01	MONTHLY BILLING FOR APR 2020	01-640-54-00-5450		9,711.00
					INVOICE TOTAL:		9,711.00 *
					CHECK TOTAL:		9,711.00
D001629	JACKSONJ	JAMIE JACKSON					
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001630	JOHNGEOR	GEORGE JOHNSON					
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	52-520-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2020 MOBILE EMAIL	51-510-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532699	JULIE	JULIE, INC.					
	2020-1930-2	03/31/20	01	01/01/20-03/31/20 ANNUAL	01-410-54-00-5483		1,557.18
			02	ASSESSMENT ACTIVITY	** COMMENT **		
			03	01/01/20-03/31/20 ANNUAL	51-510-54-00-5483		1,557.18
			04	ASSESSMENT ACTIVITY	** COMMENT **		
			05	01/01/20-03/31/20 ANNUAL	52-520-54-00-5483		1,557.18
			06	ASSESSMENT ACTIVITY	** COMMENT **		
					INVOICE TOTAL:		4,671.54 *
					CHECK TOTAL:		4,671.54

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532700	JUSTSAFE JUST SAFETY, LTD						
	34421	04/17/20	01	FIRST AID SUPPLIES	52-520-56-00-5620		53.65
					INVOICE TOTAL:		53.65 *
					CHECK TOTAL:		53.65
532701	KCSHERIF KENDALL CO. SHERIFF'S OFFICE						
	MAR 2020-KANE	04/24/20	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
	MAR 2020-KENDALL	04/24/20	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412		140.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		210.00
532702	KENDCROS KENDALL CROSSING, LLC						
	AMU REBATE 03/20	04/20/20	01	MAR 2020 NCG AMUSEMENT TAX	01-640-54-00-5439		869.31
			02	REBATE	** COMMENT **		
					INVOICE TOTAL:		869.31 *
					CHECK TOTAL:		869.31
D001631	KLEEFISG GLENN KLEEFISCH						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001632	LARRABER RACHEL WRIGHT						

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001632	LARRABER RACHEL WRIGHT							
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	01-120-54-00-5440	COVID-19	45.00	
			02	REIMBURSEMENT ** COMMENT **				
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
532703	LAWSON LAWSON PRODUCTS							
	9307529099	04/15/20	01	NUTS, WASHERS, SCREWS	01-410-56-00-5620		114.10	
			02	NUTS, WASHERS, SCREWS	51-510-56-00-5620		114.10	
			03	NUTS, WASHERS, SCREWS	52-520-56-00-5620		114.10	
					INVOICE TOTAL:		342.30	*
					CHECK TOTAL:		342.30	
532704	MEADE MEADE ELECTRIC COMPANY, INC.							
	691751	04/17/20	01	RT47 & COUNTRYSIDE REPAIR	01-410-54-00-5435		2,150.07	
					INVOICE TOTAL:		2,150.07	*
					CHECK TOTAL:		2,150.07	
532705	MENLAND MENARDS - YORKVILLE							
	79975	04/02/20	01	SPRAY PAINT	01-410-54-00-5435		4.27	
					INVOICE TOTAL:		4.27	*
	80079	04/03/20	01	SPRAY PAINT	01-410-54-00-5435		4.27	
					INVOICE TOTAL:		4.27	*
	80368	04/06/20	01	RUSTOLEUM	01-410-54-00-5435		11.74	
					INVOICE TOTAL:		11.74	*
	80403	04/06/20	01	NON-GLARE ACRYLIC SHEETS,	79-790-56-00-5640		7.47	

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532705	MENLAND	MENARDS - YORKVILLE							
	80403		04/06/20	02	SPRAY PAINT	** COMMENT **			
						INVOICE TOTAL:		7.47	*
	80463		04/07/20	01	RAPIDFUSE ALL PURPOSE	52-520-56-00-5620		4.97	
						INVOICE TOTAL:		4.97	*
	80492-20		04/07/20	01	EPOXY, DRILL BITS	79-790-56-00-5640		15.92	
						INVOICE TOTAL:		15.92	*
						CHECK TOTAL:			48.64
532706	MENLAND	MENARDS - YORKVILLE							
	80495		04/07/20	01	PAINT, CEMENT MIXER, BOARDS	79-790-56-00-5640		440.90	
						INVOICE TOTAL:		440.90	*
						CHECK TOTAL:			440.90
532707	MENLAND	MENARDS - YORKVILLE							
	80496		04/07/20	01	LYSOL	79-790-56-00-5620		16.74	
						INVOICE TOTAL:		16.74	*
	80503		04/07/20	01	STEM MOUNT PHOTO CONTROL	52-520-56-00-5613		8.99	
						INVOICE TOTAL:		8.99	*
	80934		04/13/20	01	DISINFECTANT, CLEANER	01-410-56-00-5620		42.97	
						INVOICE TOTAL:		42.97	*
	80942		04/13/20	01	ADAPTERS, PVC PLUG, BLADES,	79-790-56-00-5640		21.19	
				02	PVC WYE	** COMMENT **			
						INVOICE TOTAL:		21.19	*
	81061		04/14/20	01	TOOLBOX, ADJUSTABLE STOW AWAY	01-210-56-00-5620		45.90	
						INVOICE TOTAL:		45.90	*

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532707	MENLAND	MENARDS - YORKVILLE						
	81114	04/15/20	01	DRILLER TOGGLE	01-210-54-00-5495		17.82	
					INVOICE TOTAL:		17.82	*
	81121-20	04/15/20	01	ANCHORS	01-210-54-00-5495		7.48	
					INVOICE TOTAL:		7.48	*
	81128	04/15/20	01	GLASS CLEANER, BLADE SCRAPER,	52-520-56-00-5620		30.55	
			02	CONTRACTOR BAGS	** COMMENT **			
					INVOICE TOTAL:		30.55	*
	81131-20	04/15/20	01	TOGGLE BOLTS, SPADE BIT	01-210-54-00-5495		8.77	
					INVOICE TOTAL:		8.77	*
	81136	04/15/20	01	DRILL BIT	01-210-54-00-5495		4.99	
					INVOICE TOTAL:		4.99	*
	81149-20	04/15/20	01	CONCRETE FORMING	79-790-56-00-5640		23.98	
					INVOICE TOTAL:		23.98	*
	81160	04/15/20	01	HAND SANITIZER	52-520-56-00-5620	COVID-19	15.98	
			02	CAMPER SEAL, DRAWER ORGANIZERS	52-520-56-00-5620		18.96	
					INVOICE TOTAL:		34.94	*
	81208	04/16/20	01	CONCRETE MIX	79-790-56-00-5640		150.40	
					INVOICE TOTAL:		150.40	*
	81289	04/17/20	01	WASHERS, BOLTS, NUTS, SCREWS	79-790-56-00-5640		32.09	
					INVOICE TOTAL:		32.09	*
	81320	04/17/20	01	LAUNDRY SOAP, CAR POLISH	52-520-56-00-5620		32.54	
					INVOICE TOTAL:		32.54	*
	81531	04/20/20	01	TOP SOIL	52-520-56-00-5640		6.28	
					INVOICE TOTAL:		6.28	*

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532707	MENLAND	MENARDS - YORKVILLE							
	81536		04/20/20	01	EPOXY	79-790-56-00-5640		10.14	
						INVOICE TOTAL:		10.14	*
						CHECK TOTAL:		495.77	
532708	MIDWSALT	MIDWEST SALT							
	P451523		04/21/20	01	BULK ROCK SALT	51-510-56-00-5638		2,714.39	
						INVOICE TOTAL:		2,714.39	*
	P451535		04/22/20	01	BULK ROCK SALT	51-510-56-00-5638		2,733.43	
						INVOICE TOTAL:		2,733.43	*
						CHECK TOTAL:		5,447.82	
532709	MUNCOLLE	MUNICIPAL COLLECTION SERVICES							
	016558		03/31/20	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		183.78	
						INVOICE TOTAL:		183.78	*
						CHECK TOTAL:		183.78	
D001633	NELCONT	TYLER NELSON							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
532710	NICOR	NICOR GAS							
	16-00-27-03553 4-032		04/14/20	01	03/13-04/12 1301 CAROLYN	01-110-54-00-5480		38.49	
						INVOICE TOTAL:		38.49	*

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532710	NICOR NICOR GAS						
	31-61-67-2493 1-0320	04/13/20	01	03/12-04/11 276 WINDHAM	01-110-54-00-5480		38.48
					INVOICE TOTAL:		38.48 *
	40-52-64-8356 1-0320	04/08/20	01	03/06-04/06 102 E VAN EMMON	01-110-54-00-5480		283.05
					INVOICE TOTAL:		283.05 *
	45-12-25-4081-3-0320	04/14/20	01	03/12-04/11 201 W HYDRAULIC	01-110-54-00-5480		120.21
					INVOICE TOTAL:		120.21 *
	6-69-47-6727 1-0320	04/08/20	01	03/08-04/07 1975 BRIDGE ST	01-110-54-00-5480		118.72
					INVOICE TOTAL:		118.72 *
	61-60-41-1000 9-0320	04/06/20	01	03/03-04/03 610 TOWER	01-110-54-00-5480		331.29
					INVOICE TOTAL:		331.29 *
	62-37-86-4779 6-0320	04/08/20	01	03/08-04/07 185 WOLF ST	01-110-54-00-5480		189.79
					INVOICE TOTAL:		189.79 *
	66-70-44-6942 9-0320	04/08/20	01	03/08-04/07 1908 RAINTREE RD	01-110-54-00-5480		123.77
					INVOICE TOTAL:		123.77 *
	80-56-05-1157 0-0320	04/08/20	01	03/08-04/07 2512 ROSEMONT	01-110-54-00-5480		46.42
					INVOICE TOTAL:		46.42 *
	83-80-00-1000 7-0320	04/06/20	01	03/03-04/03 610 TOWER UNIT B	01-110-54-00-5480		150.29
					INVOICE TOTAL:		150.29 *
	95-16-10-1000 4-0320	04/06/20	01	03/05-04/03 1 RT47	01-110-54-00-5480		37.18
					INVOICE TOTAL:		37.18 *
					CHECK TOTAL:		1,477.69
532711	NOTORIOU NOTORIOUS AUTO GLASS & TINT						
	11854	04/14/20	01	REPLACE WINDSHIELD	01-210-54-00-5495		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00

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532712	OLEARYC	CYNTHIA O'LEARY					
	041420	04/14/20	01	SCHEDULING OF BASEBALL &	79-795-54-00-5462	COVID-19	500.00
			02	SOCCER TOURNAMENT UMPIRES	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
D001634	PIAZZA	AMY SIMMONS					
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	01-120-54-00-5440	COVID-19	45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532713	PLAYPOW	PLAYPOWER LT FARMINGTON INC					
	1400241746	04/19/20	01	DECK SNO CONE TRANSFER	79-790-56-00-5640		1,234.00
			02	STATION LARGE HOLE	** COMMENT **		
					INVOICE TOTAL:		1,234.00 *
					CHECK TOTAL:		1,234.00
532714	POSMEDIA	POSTIVE MEDIA SOLUTIONS, INC.					
	20-036	02/20/20	01	2020 YORKVILLE COMMUNITY	79-795-54-00-5426		1,000.00
			02	GUIDE AD	** COMMENT **		
			03	2020 YORKVILLE COMMUNITY	01-210-54-00-5462		1,000.00
			04	GUIDE AD	** COMMENT **		
					INVOICE TOTAL:		2,000.00 *
					CHECK TOTAL:		2,000.00
532715	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1660	04/28/20	01	PRESCHOOL GRADUATION YARD	79-795-56-00-5606	COVID-19	544.00

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532715	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1660	04/28/20	02	SIGNS	** COMMENT **		
					INVOICE TOTAL:		544.00 *
					CHECK TOTAL:		544.00
532716	PURCELLJ	JOHN PURCELL					
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
532717	R0001413	DANIEL & STEPHANIE KELLY					
	178512	04/22/20	01	RSG PRESCHOOL REFUND	79-000-44-00-4403	COVID-19	165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
532718	R0002241	TROY SCHAUMLEFFEL					
	178396	04/06/20	01	BRIDGE PARK TOURNAMENT REFUND	79-000-44-00-4402	COVID-19	400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		400.00
532719	R0002352	SUMMIT SOLAR SOLUTIONS					
	PERMIT 2019-2113-RFN	04/14/20	01	REFUND INSPECTION FEE FOR 493	01-000-42-00-4210		50.00
			02	KELLY AVE	** COMMENT **		
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532720	R0002353	MARIE HAMILTON							
	022120-MLBX		02/21/20	01	DAMAGED MAILBOX REPLACEMENT	01-410-56-00-5620		75.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:			75.00
532721	R0002356	TOM SHIELDS							
	178500		04/20/20	01	BRIDGE PARK TOURNAMENT REFUND	79-000-44-00-4402	COVID-19	450.00	
						INVOICE TOTAL:		450.00	*
						CHECK TOTAL:			450.00
532722	R0002357	AMBER SENG							
	178480		04/14/20	01	BRIDGE PARK TOURNAMENT REFUND	79-000-44-00-4402	COVID-19	200.00	
						INVOICE TOTAL:		200.00	*
						CHECK TOTAL:			200.00
D001635	RATOSP	PETE RATOS							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-220-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D001636	REDMONST	STEVE REDMON							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532723	REIL	TEAM REIL INC.						
	22212		04/20/20	01	SUPPORT LEGS FOR WHISPERING	79-790-56-00-5640		346.30
				02	MEADOWS PARK	** COMMENT **		
						INVOICE TOTAL:		346.30 *
	22213		04/20/20	01	CANOPY PANEL, RUNG, BAR	79-790-56-00-5640		757.90
				02	SOCKETS FOR EMILY SLEEZER PARK	** COMMENT **		
						INVOICE TOTAL:		757.90 *
						CHECK TOTAL:		1,104.20
532724	RIVRVIEW	RIVERVIEW FORD						
	135298-FOW		04/16/20	01	PULLEY, V-BELT, TENSIONER,	01-410-56-00-5628		292.79
				02	ALTERNATOR ASSEMBLY	** COMMENT **		
						INVOICE TOTAL:		292.79 *
						CHECK TOTAL:		292.79
D001637	ROSBOROS	SHAY REMUS						
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D001638	SCODROP	PETER SCODRO						
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
532725	SCOTTT	THOMAS R SCOTT						

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532725	SCOTTT	THOMAS R SCOTT							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:			45.00
D001639	SENGM	MATT SENG							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
532726	SHI	SHI INTERNATIONAL CORP							
	B11639730		04/20/20	01	2 MICROSOFT WINDOWS UPGRADES	01-640-54-00-5450	COVID-19	84.00	
						INVOICE TOTAL:		84.00	*
						CHECK TOTAL:			84.00
D001640	SLEEZERJ	JOHN SLEEZER							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D001641	SLEEZERS	SCOTT SLEEZER							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001642	SMITHD	DOUG SMITH							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D001643	SOELKET	TOM SOELKE							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D001644	STEFFANG	GEORGE A STEFFENS							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
532727	TEMPLE	TEMPLE DISPLAY, LTD							
	21197		03/09/20	01	PVC GARLAND	79-790-56-00-5640		126.60	
						INVOICE TOTAL:		126.60	*
						CHECK TOTAL:		126.60	
532728	TRAFFIC	TRAFFIC CONTROL CORPORATION							
	120280		04/27/20	01	DISINFECTANT FOR EQUIPMENT	01-410-56-00-5620	COVID-19	95.00	
				02	DISINFECTANT FOR EQUIPMENT	51-510-56-00-5620	COVID-19	95.00	
				03	DISINFECTANT FOR EQUIPMENT	52-520-56-00-5620	COVID-19	95.00	
						INVOICE TOTAL:		285.00	*
						CHECK TOTAL:		285.00	

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532729	TRCONTPR	TRAFFIC CONTROL & PROTECTION						
	103717	04/07/20	01	STREET SIGNS	23-216-56-00-5619		1,200.10	
					INVOICE TOTAL:		1,200.10	*
	103718	04/07/20	01	POSTS FOR STREET SIGNS	23-216-56-00-5619		2,170.00	
					INVOICE TOTAL:		2,170.00	*
	103719	04/09/20	01	STREET SIGNS	23-216-56-00-5619		728.35	
					INVOICE TOTAL:		728.35	*
	103720	04/07/20	01	STREET SIGNS	23-216-56-00-5619		2,142.45	
					INVOICE TOTAL:		2,142.45	*
	103721	04/07/20	01	STREET SIGNS	23-216-56-00-5619		2,864.95	
					INVOICE TOTAL:		2,864.95	*
					CHECK TOTAL:		9,105.85	
532730	WALDENS	WALDEN'S LOCK SERVICE						
	21084	04/20/20	01	PD PUSH BUTTON LOCK REPAIR	23-216-54-00-5446		318.00	
					INVOICE TOTAL:		318.00	*
					CHECK TOTAL:		318.00	
D001645	WEBERR	ROBERT WEBER						
	050120	05/01/20	01	APR 2020 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00	*
					DIRECT DEPOSIT TOTAL:		45.00	
532731	WELDSTAR	WELDSTAR						
	01850188	04/08/20	01	OXYGEM, ACETYLENE	79-790-56-00-5640		129.19	
					INVOICE TOTAL:		129.19	*
					CHECK TOTAL:		129.19	

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532732	WEX	WEX BANK							
	65222707		04/30/20	01	APR 2020 GASOLINE	01-210-56-00-5695		3,209.83	
				02	APR 2020 GASOLINE	51-510-56-00-5695		280.20	
				03	APR 2020 GASOLINE	52-520-56-00-5695		280.19	
				04	APR 2020 GASOLINE	01-410-56-00-5695		280.19	
				05	APR 2020 GASOLINE	01-220-56-00-5695		101.24	
						INVOICE TOTAL:		4,151.65	*
						CHECK TOTAL:			4,151.65
D001646	WILLRETE	ERIN WILLRETT							
	050120		05/01/20	01	APR 2020 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
532733	WR000008	STEVEN & LINETTE CHALOKA							
	032220-REFUND		03/20/20	01	BEECHER DEPOSIT REFUND FOR	01-000-24-00-2410	COVID-19	50.00	
				02	MAR 22, 2020	** COMMENT **			
				03	BEECHER ROOM RENTAL REFUND FOR	01-000-48-00-4820	COVID-19	45.00	
				04	MAR 22, 2020	** COMMENT **			
						INVOICE TOTAL:		95.00	*
						CHECK TOTAL:			95.00
532734	WSTRACTO	WEST SIDE TRACTOR SALES CO.							
	N91770		04/08/20	01	O-RING, OIL LINE, HYDRAULIC	01-410-56-00-5628		277.96	
				02	HOSE	** COMMENT **			
						INVOICE TOTAL:		277.96	*
						CHECK TOTAL:			277.96

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532735	WTRPRD WATER PRODUCTS, INC.						
	0294697	04/08/20	01	COUPLING SLEEVE, COUPLING NUTS	51-510-56-00-5640		395.00
			02	FLANGE LOCK RING, GASKET	** COMMENT **		
					INVOICE TOTAL:		395.00 *
	0294958	04/23/20	01	CURB BOX PLUG LID, CURB BOX	51-510-56-00-5640		233.50
			02	REPAIR EXT.	** COMMENT **		
					INVOICE TOTAL:		233.50 *
					CHECK TOTAL:		628.50
532736	YORKACE YORKVILLE ACE & RADIO SHACK						
	170711	04/14/20	01	NUTS, BOLTS	01-410-56-00-5620		14.60
					INVOICE TOTAL:		14.60 *
					CHECK TOTAL:		14.60
532737	ZENON ZENON COMPANY						
	7003	04/17/20	01	PARTS FOR REPAIRING SWINGS	79-790-56-00-5640		559.00
					INVOICE TOTAL:		559.00 *
	7006	04/21/20	01	SLIDE, SLIDE SIT DOWN WALL,	79-790-56-00-5640		2,066.00
			02	COLLARS	** COMMENT **		
					INVOICE TOTAL:		2,066.00 *
					CHECK TOTAL:		2,625.00

TOTAL CHECKS PAID: 151,382.55

TOTAL DIRECT DEPOSITS PAID: 10,730.00

TOTAL AMOUNT PAID: 162,112.55

01-110 ADMINISTRATION	11-111 FOX HILL SSA	25-225 PARKS & REC CAPITAL	82-820 LIBRARY OPERATIONS
01-120 FINANCE	12-112 SUNFLOWER ESTATES	42-420 DEBT SERVICE	84-840 LIBRARY CAPITAL
01-210 POLICE	15-155 MOTOR FUEL TAX(MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	89-890 DOWNTOWN TIF II
01-540 HEALTH & SANITATION	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPARTMENT	95-XXX ESCROW DEPOSIT

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532739	BCBS	BLUE CROSS BLUE SHIELD						
		040720	04/07/20	01	MAY 2020 HEALTH INS	01-110-52-00-5216	7,280.07	
				02	MAY 2020 HEALTH INS	01-120-52-00-5216	4,044.14	
				03	MAY 2020 HEALTH INS	01-210-52-00-5216	49,620.54	
				04	MAY 2020 HEALTH INS	01-220-52-00-5216	6,620.22	
				05	MAY 2020 HEALTH INS	01-410-52-00-5216	10,163.45	
				06	MAY 2020 HEALTH INS	01-640-52-00-5240	11,216.92	
				07	MAY 2020 HEALTH INS	79-790-52-00-5216	13,125.38	
				08	MAY 2020 HEALTH INS	79-795-52-00-5216	6,882.73	
				09	MAY 2020 HEALTH INS	51-510-52-00-5216	8,506.71	
				10	MAY 2020 HEALTH INS	52-520-52-00-5216	6,510.80	
				11	MAY 2020 HEALTH INS	82-820-52-00-5216	5,243.88	
						INVOICE TOTAL:	129,214.84 *	
						CHECK TOTAL:		129,214.84
532740	CINTASFP	CINTAS CORPORATION FIRE 636525						
		0F94046260B	04/15/20	01	MAY-JUN 2020 MONITORING AT	51-510-54-00-5445	158.00	
				02	3299 LEHMAN CROSSING	** COMMENT **		
						INVOICE TOTAL:	158.00 *	
		0F94046261B	04/15/20	01	MAY-JUN 2020 MONITORING AT	51-510-54-00-5445	158.00	
				02	2224 TREMONT STREET	** COMMENT **		
						INVOICE TOTAL:	158.00 *	
		0F94046262B	04/15/20	01	MAY-JUN 2020 MONITORING AT	51-510-54-00-5445	158.00	
				02	3299 LEHMAN CROSSING	** COMMENT **		
						INVOICE TOTAL:	158.00 *	
						CHECK TOTAL:		474.00
532741	DEARNATI	DEARBORN LIFE INS. COMPANY						
		040920	04/09/20	01	MAY 2020 VISION INS	01-110-52-00-5224	94.15	

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532741	DEARNATI	DEARBORN LIFE INS. COMPANY						
		040920	04/09/20	02	MAY 2020 VISION INS	01-120-52-00-5224	58.95	
				03	MAY 2020 VISION INS	01-210-52-00-5224	524.48	
				04	MAY 2020 VISION INS	01-220-52-00-5224	90.06	
				05	MAY 2020 VISION INS	01-410-52-00-5224	95.75	
				06	MAY 2020 VISION INS	01-640-52-00-5242	198.94	
				07	MAY 2020 VISION INS	79-790-52-00-5224	134.80	
				08	MAY 2020 VISION INS	79-795-52-00-5224	85.00	
				09	MAY 2020 VISION INS	51-510-52-00-5224	99.02	
				10	MAY 2020 VISION INS	52-520-52-00-5224	66.26	
				11	MAY 2020 VISION INS	82-820-52-00-5224	84.33	
						INVOICE TOTAL:	1,531.74 *	
						CHECK TOTAL:		1,531.74
532742	DELAGE	DLL FINANCIAL SERVICES INC						
		67697071	04/17/20	01	MAY 2020 COPIER LEASE	01-110-54-00-5485	113.46	
				02	MAY 2020 COPIER LEASE	01-120-54-00-5485	75.64	
				03	MAY 2020 COPIER LEASE	01-220-54-00-5485	189.10	
				04	MAY 2020 COPIER LEASE	01-210-54-00-5485	299.10	
				05	MAY 2020 COPIER LEASE	01-410-54-00-5485	44.67	
				06	MAY 2020 COPIER LEASE	51-510-54-00-5485	44.67	
				07	MAY 2020 COPIER LEASE	52-520-54-00-5485	44.66	
				08	MAY 2020 COPIER LEASE	79-790-54-00-5485	94.55	
				09	MAY 2020 COPIER LEASE	79-795-54-00-5485	94.55	
						INVOICE TOTAL:	1,000.40 *	
		67697117	04/17/20	01	JUN 2020 MANAGED PRINT	01-110-54-00-5485	112.33	
				02	SERVICES FEE	** COMMENT **		
				03	JUN 2020 MANAGED PRINT	01-120-54-00-5485	37.44	
				04	SERVICES FEE	** COMMENT **		
				05	JUN 2020 MANAGED PRINT	01-210-54-00-5485	112.33	
				06	SERVICES FEE	** COMMENT **		
				07	JUN 2020 MANAGED PRINT	51-510-54-00-5485	50.18	

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532742	DELAGE	DLL FINANCIAL SERVICES INC						
		67697117	04/17/20	08	SERVICES FEE	** COMMENT **		
				09	JUN 2020 MANAGED PRINT	52-520-54-00-5485	12.36	
				10	SERVICES FEE	** COMMENT **		
				11	JUN 2020 MANAGED PRINT	01-410-54-00-5485	12.36	
				12	SERVICES FEE	** COMMENT **		
						INVOICE TOTAL:	337.00 *	
						CHECK TOTAL:		1,337.40
532743	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT						
		122719N-040120	04/01/20	01	2ND QTR 2020 UNEMPLOYMENT INS	01-640-52-00-5230	4,269.46	
				02	2ND QTR 2020 UNEMPLOYMENT INS	01-640-52-00-5230	1,081.93	
				03	2ND QTR 2020 UNEMPLOYMENT INS	82-820-52-00-5230	332.90	
				04	2ND QTR 2020 UNEMPLOYMENT INS	51-510-52-00-5230	526.82	
				05	2ND QTR 2020 UNEMPLOYMENT INS	52-520-52-00-5230	277.14	
						INVOICE TOTAL:	6,488.25 *	
						CHECK TOTAL:		6,488.25
532744	GLATFELT	GLATFELTER UNDERWRITING SRVS.						
		9399119-5	01/30/20	01	LIABILITY INS INSTALLMENT #5	01-640-52-00-5231	9,902.29	
				02	LIABILITY INS INSTALLMENT #5-P	01-640-52-00-5231	1,941.01	
				03	LIABILITY INS INSTALLMENT #5	51-510-52-00-5231	1,096.51	
				04	LIABILITY INS INSTALLMENT #5	52-520-52-00-5231	531.44	
				05	LIABILITY INS INSTALLMENT #5	82-820-52-00-5231	917.75	
						INVOICE TOTAL:	14,389.00 *	
						CHECK TOTAL:		14,389.00
532745	ILRAILWA	ILLINOIS RAILWAY LLC						
		124469	04/14/20	01	ANNUAL LEASE FEE FOR ACCESS TO	72-720-54-00-5485	5,289.61	

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

CHECK DATE: 05/12/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532745	ILRAILWA	ILLINOIS RAILWAY LLC						
	124469		04/14/20	02	PARKING LOT AT RIVERFRONT PARK	** COMMENT **		
						INVOICE TOTAL:	5,289.61 *	
						CHECK TOTAL:		5,289.61
532746	ILTREASU	STATE OF ILLINOIS TREASURER						
	92		05/01/20	01	RT47 EXPANSION PYMT #92	15-155-60-00-6079	6,148.89	
				02	RT47 EXPANSION PYMT #92	51-510-60-00-6079	3,780.98	
				03	RT47 EXPANSION PYMT #92	52-520-60-00-6079	1,873.48	
				04	RT47 EXPANSION PYMT #92	88-880-60-00-6079	624.01	
						INVOICE TOTAL:	12,427.36 *	
						CHECK TOTAL:		12,427.36
532747	INTERDEV	INTERDEV, LLC						
	KNOWBE4		04/30/20	01	KNOWBE4 SECURITY AWARENESS	01-640-54-00-5450	3,555.20	
				02	SUBSCRIPTION	** COMMENT **		
						INVOICE TOTAL:	3,555.20 *	
						CHECK TOTAL:		3,555.20
532748	IPRF	ILLINOIS PUBLIC RISK FUND						
	62204		04/09/20	01	JUN 2020 WORK COMP INS	01-640-52-00-5231	10,695.71	
				02	JUN 2020 WORK COMP INS-P	01-640-52-00-5231	2,096.53	
				03	JUN 2020 WORK COMP INS	51-510-52-00-5231	1,184.37	
				04	JUN 2020 WORK COMP INS	52-520-52-00-5231	574.02	
				05	JUN 2020 WORK COMP INS	82-820-52-00-5231	992.37	
						INVOICE TOTAL:	15,543.00 *	
						CHECK TOTAL:		15,543.00
532749	IPWMAN	ILLINOIS PUBLIC WORKS						

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

CHECK DATE: 05/12/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532749	IPWMAN	ILLINOIS PUBLIC WORKS						
		593	12/02/19	01	2020 MEMBERSHIP RENEWAL	51-510-54-00-5460	250.00	
						INVOICE TOTAL:	250.00 *	
						CHECK TOTAL:		250.00
532750	KCRECORD	SHAW SUBURBAN MEDIA GROUP						
		60041161-RENEWAL	04/30/20	01	KENDALL COUNTY RECORD ANNUAL	01-120-54-00-5460	52.00	
				02	SUBSCRIPTION RENEWAL	** COMMENT **		
						INVOICE TOTAL:	52.00 *	
						CHECK TOTAL:		52.00
532751	LINCOLNF	LINCOLN FINANCIAL GROUP						
		4074161754	04/21/20	01	MAY 2020 LIFE INS	01-110-52-00-5222	138.58	
				02	MAY 2020 LIFE INS-EO	01-110-52-00-5222	6.83	
				03	MAY 2020 LIFE INS	01-120-52-00-5222	20.49	
				04	MAY 2020 LIFE INS	01-210-52-00-5222	398.73	
				05	MAY 2020 LIFE INS	01-220-52-00-5222	34.97	
				06	MAY 2020 LIFE INS	01-410-52-00-5222	181.04	
				07	MAY 2020 LIFE INS	79-790-52-00-5222	53.77	
				08	MAY 2020 LIFE INS	79-795-52-00-5222	78.73	
				09	MAY 2020 LIFE INS	51-510-52-00-5222	62.89	
				10	MAY 2020 LIFE INS	52-520-52-00-5222	93.37	
				11	MAY 2020 LIFE INS	82-820-52-00-5222	28.94	
						INVOICE TOTAL:	1,098.34 *	
						CHECK TOTAL:		1,098.34
532752	NEMRT	NORTH EAST MULTI-REGIONAL						
		272123	03/30/20	01	07/01/20-07/01/21 MEMBERSHIP	01-210-54-00-5460	2,755.00	
				02	FEE RENEWAL	** COMMENT **		
						INVOICE TOTAL:	2,755.00 *	
						CHECK TOTAL:		2,755.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

CHECK DATE: 05/12/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532753	NEOPOST	QUADIENT FINANCE USA, INC						
	050120-REFILL		05/01/20	01	POSTAGE METER REFILL	01-000-14-00-1410	500.00	
						INVOICE TOTAL:	500.00 *	
						CHECK TOTAL:		500.00
532754	R0002354	CHARLES GILLISPE						
	042120-RFND		04/21/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	293.65	
				02	BILL FOR ACCT#0106310900-01	** COMMENT **		
						INVOICE TOTAL:	293.65 *	
						CHECK TOTAL:		293.65
532755	SIMPLEX	JOHNSON CONTROLS						
	21561720		04/01/20	01	05/01/20-04/30/21 ALARM	23-216-54-00-5446	2,066.53	
				02	MONITORING CONTRACT RENEWAL	** COMMENT **		
				03	FOR 800 & 804 GAME FARM RD	** COMMENT **		
						INVOICE TOTAL:	2,066.53 *	
						CHECK TOTAL:		2,066.53
						TOTAL AMOUNT PAID:		197,265.92

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES
11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL
25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT
82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
May 1, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	$ 19,610.09	$ -	19,610.09	$ 2,198.81	$ 1,451.42	$ 23,260.32
FINANCE	10,703.47	-	10,703.47	1,212.32	800.64	$ 12,716.43
POLICE	112,284.10	287.42	112,571.52	723.73	8,222.90	$ 121,518.15
COMMUNITY DEV.	19,119.69	-	19,119.69	2,169.17	1,421.70	$ 22,710.56
STREETS	15,890.50	-	15,890.50	1,774.98	1,155.05	$ 18,820.53
WATER	16,277.75	174.08	16,451.83	1,854.42	1,208.10	$ 19,514.35
SEWER	8,903.11	-	8,903.11	994.47	640.81	$ 10,538.39
PARKS	21,009.63	-	21,009.63	2,357.94	1,530.13	$ 24,897.70
RECREATION	14,268.78	-	14,268.78	1,520.12	1,055.03	$ 16,843.93
LIBRARY	17,160.11	-	17,160.11	1,193.40	1,290.20	$ 19,643.71
TOTALS	$ 255,227.23	$ 461.50	$ 255,688.73	$ 15,999.36	$ 18,775.98	$ 290,464.07

TOTAL PAYROLL **$ 290,464.07**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 12, 2020

ACCOUNTS PAYABLE		**DATE**		
FY 20				
Manual City Check Register - FY 20 *(Page 1)*		04/24/2020	$	101,921.00
City Check Register - FY 20 *(Pages 2 - 29)*		05/12/2020		162,112.55
	SUB-TOTAL:		**$**	**264,033.55**
FY 21				
City Check Register - FY 21 *(Pages 30 - 35)*		05/12/2020		197,265.92
	SUB-TOTAL:			**$197,265.92**
PAYROLL				
Bi - Weekly *(Page 36)*		05/01/2020	$	290,464.07
	SUB-TOTAL:			**$290,464.07**
	TOTAL DISBURSEMENTS:		**$**	**751,763.54**

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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2020-36

Agenda Item Summary Memo

Title: Selection of Mayor Pro Tem for Fiscal Year 2021

Meeting and Date: City Council – May 12, 2020

Synopsis: _____

_____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

_____

Submitted by: Mayor John Purcell

Name Department

Agenda Item Notes:

_____

_____

_____

_____

_____

Have a question or comment about this agenda item?
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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2013-31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 16th day of May, 2013

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on May 22, 2013.

Ordinance No. 2013-31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City Council of the United City of Yorkville first passed a Procedural Ordinance on November 8, 2011 as Ordinance 2011-65, and revised said ordinance on April 24, 2012 as Ordinance 2012-09 and again on October 9, 2012 as Ordinance 2012-33; and,

WHEREAS, the City Council of the United City of Yorkville, in accordance with the Illinois Compiled State Statutes, has the right to determine procedures for organizing and conducting all meetings of the City Council acknowledging that the City is bound by certain state and federal laws as well as legal precedents which cannot be supplanted by City ordinance; and,

WHEREAS, in keeping with this right, the City Council has adopted Roberts Rules of Order to outline the procedure to be followed during meetings and to regulate the actions of Council members and the public in attendance at such meetings; and,

WHEREAS, the City Council has discussed implementing additional procedures to supplement Roberts Rules of Order regarding City Council meetings and the four standing committees of the City Council – Administration, Economic Development, Public Safety and Public Works.

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

Section 1. Procedures for City Council Meetings:

a. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday of each month at 7:00 p.m. in the City Hall Council Chambers.

b. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council on any agenda item prior to the Council's consideration of the Consent Agenda in order to permit the work of the City Council to proceed. Citizens shall be entitled to address the City Council on any matter immediately prior to adjournment.

c. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority of the City Council.

d. City Council meeting agenda items may be added by the Mayor, consent of four (4) aldermen, or direction from a committee.

e. The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.

f. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.

Section 2. Procedures for Committee Meetings:

a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.

b. The Mayor shall be a non-voting member of all standing committees.

c. The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).

d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.

e. The Mayor shall select committee chairmen and vice-chairmen.

f. Any alderman may add any agenda item to any committee agenda.

g. Chairmen shall select liaisons to other organizations and boards by any means they deem necessary, provided that the other organizations by-laws may govern the selection of the liaison.

h. The four committees shall be:
    i. Administration
    ii. Economic Development
    iii. Public Safety
    iv. Public Works

i. Each committee shall be presided over by its chairman, or in the absence of the chairman, the vice-chairman.

j. Committee meetings may be cancelled by the Chairman of the committee if there is a not a quorum of the members present, or there are no agenda items which require action by a committee.

k. When moving items from the committee agenda to a City Council agenda, the committee shall make a recommendation whether that item should be on consent agenda or the committee's report. If on the committee's report, the committee shall make a recommendation whether the item is up for first reading, or is on the City Council agenda for action.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 16 Day of MAY, A.D. 2013.

Beth Wanen
CITY CLERK

CARLO COLOSIMO	Y	KEN KOCH	Y
JACKIE MILSCHEWSKI	Y	LARRY KOT	Y
JOEL FRIEDERS	Y	CHRIS FUNKHOUSER	Y
ROSE ANN SPEARS	Y	DIANE TEELING	Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 21 Day of MAY, A.D. 2013.

Gary J. Golinski
MAYOR

Mayor Pro Tem List

FY 2020 – Alderman Milschewski was appointed on May 14, 2019

FY 2019 – Alderman Koch was appointed on May 8, 2018

FY 2018 – Alderman Frieders was appointed on May 9, 2017

FY 2017 – Alderman Teeling was appointed on May 10, 2016

FY 2016 – Alderman Milschewski was appointed on May 12, 2015

FY 2015 – Alderman Kot was appointed on May 13, 2014

FY 2014 – Alderman Funkhouser was appointed on May 28, 2013

FY 2013 – Alderman Colosimo was appointed on May 8, 2012

FY 2012 – Alderman Spears was appointed on May 10, 2011

FY 2011 – Alderman Plocher was appointed on May 11, 2010

FY 2010 – Alderman Golinski was appointed on May 12, 2009

FY 2009 – Alderman Werderich was appointed on May 13, 2008

FY 2008 – Alderman Munns was appointed on May 8, 2007

FY 2007 – Alderwoman Spears was appointed on June 27, 2006

FY 2006 – Alderwoman Burd was appointed on May 24, 2005

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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2020-37

Agenda Item Summary Memo

Title: Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessel – Interior Coating Repairs

Meeting and Date: City Council – May 12, 2020

Synopsis: Consideration of Bid Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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Memorandum

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

Date: May 7, 2020
Subject: Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessel – Interior Coating Repairs

---

The City recently contracted with Global Water Services (GWS) to replace the media in the four (4) cation exchange vessels at the Wells 8 & 9 Water Treatment Plant (WTP). After GWS removed the existing media in two of the vessels, inspection of the interior coating in each vessel indicated that sections of the coating had been compromised. Photos of the damaged coating are enclosed. In order to prevent corrosion of the metal vessels, it is recommended to repair the coating system while the vessels are empty.

This work was not anticipated or included in the scope of the contract with GWS. EEI coordinated with Tnemec to develop two (2) options for repairing the interior coating systems in each vessel. Option 1 consists of repairing only the failed areas. Option 2 consists of repairing the failed areas and overcoating all interior surfaces. EEI assisted in soliciting proposals from multiple qualified contractors for the recoating work. Two proposals were received. A tabulation of the costs and proposals are attached for your information and record. After reviewing both proposals EEI determined that Option 1 is the most cost-effective approach and required the least amount of downtime for each vessel. Therefore, we recommend proceeding with this work with the contractor that submitted the lowest cost for Option 1, GP Maintenance Services, Inc. (GP) (10512 South Michael Drive, Palos Hills, IL 60465) in the amount of **$28,000**.

The WTP is still functional but presents operational challenges to staff. Therefore, it is important to complete this recoating work ASAP and allow for GWS to complete the remaining work at the facility. GP can start work the week of May 11th, if given approval ASAP.

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

Resolution No. 2020-___

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AUTHORIZING THE REPAIR OF WELL NO. 8 AND 9 WATER TREATMENT PLANT CATION EXCHANGE VESSEL

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, while replacing media for four cation exchange vessels at Wells 8 and 9, it was determined that the interior coating in each vessel required immediate repair which should be done while the vessels were empty; and

WHEREAS, the City Engineer promptly solicited proposals from qualified contractors and recommends approval of the proposal from GP Maintenance Services, Inc. of Palos Hills, Illinois to repair the interior coating system of two vessels at a cost not to exceed $28,000.

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

Section 1: The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2: That the proposal from GP Maintenance Services, Inc. of Palos Hills, Illinois for the interior coating of two vessels at Wells 8 and 9 at a cost not to exceed $28,000 is hereby approved.

Section 3: That due to the emergency created by the need to make the repairs to these vessels in order to permit the operations of the aforesaid Wells, competitive bidding is hereby waived.

Section 4: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

BID TABULATION
WELL 8 AND 9 WTP CATION EXCHANGE VESSELS - INTERIOR COATING REPAIRS
UNITED CITY OF YORKVILLE

				GP Maintaince 10512 South Michael Drive Palos Hills, IL 60465		LeCuyer Painting & Decorating 313 Davis St Sandwich, IL 60548	
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
BASE BID ITEMS							
1	**OPTION 1 – SPOT REPAIR OF ALL FAILED AREAS WITH TNEMEC** SPOT FINISH COAT: ONE COAT OF TNEMEC SERIES FC22 EPOXOLINE APPLIED TO ALL BARE METAL SURFACES AT 14+ MILS	EA	2	$ 14,000.00	$ 28,000.00	$ 20,000.00	$ 40,000.00
2	**OPTION 2 – REPAIR OF FAILED AREAS, OVERCOAT ALL SURFACE WITH TNEMEC** SPOT PRIME COAT: ONE COAT OF TNEMEC N140F POTA-POX PLUS TO ALL OTHER BARE METAL SURFACES AT A DRY FILM THICKNESS OF 4.0 TO 6.0 MILS FINISH COAT: ONE COMPLETE COAT OF TNEMEC SERIES N140F POTA-POX PLUS TO ALL SURFACES AT A DRY FILM THICKNESS OF 4.0 TO 6.0 MILS	EA	2	$ 20,000.00	$ 40,000.00	$ 29,000.00	$ 58,000.00

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

Agenda Item Number

Economic Development Committee #1

Tracking Number

CC 2020-37

Agenda Item Summary Memo

Title: AT&T License Agreement Renewal – Third Amendment

Meeting and Date: City Council – May 12, 2020

Synopsis: Proposed amendment to license agreement with AT&T to extend the city's lease of parking spaces behind their building at 116 E. Hydraulic for an additional 5 years.

Council Action Previously Taken:

Date of Action: 06/23/2015 Action Taken: City Council Approval

Item Number: CA#8

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

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

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Jason Engberg, Senior Planner
Date: February 24, 2020
Subject: **AT&T License Agreement Renewal – Third Amendment**
5-Year Extension for Lease Off-Street Parking Spaces

Background/Summary

In October 2000, the City entered into a license agreement with Illinois Bell Telephone Company to lease certain off-street parking stalls adjacent to their facility located at the southeast corner of Hydraulic and Main Streets for a period of five (5) years. Since that time, the City has renewed the terms of the agreement in two (2) successive amendments. The first amendment was executed on May 3, 2011 which extended the lease term until September 30, 2015 and the second amendment, executed on July 16, 2015 extended the agreement through September 30, 2020. The proposed third amendment would extend the license agreement another five (5) years until September 2025.

License Agreement Proposal

Attached is a copy of an amended license agreement between the United City of Yorkville and Illinois Bell Telephone Company (dba AT&T Illinois) allowing the city to renew its current lease for access to, and use of, approximately 16 parking spaces on AT&T's property located at 116 W. Hydraulic Avenue. The amendment extends the terms of the original agreement, which expires on September 30, 2020, for an additional five (5) years commencing on October 1, 2020 until September 30, 2025 at no additional charge to the City.

The execution of the amended license agreement is a formality, as AT&T has informed staff, they have internally reviewed and approved the extended lease term. The City Attorney has also reviewed the agreement. If acceptable, the amended agreement will need to be signed by the Mayor in triplicate and returned to AT&T's corporate real estate department for full execution.

Staff Recommendation

Staff is fully supportive of extending the license agreement for parking with AT&T as these vehicle stalls contribute to the public parking offered within the downtown. Attached, for your reference, are the previous and current license agreements and an exhibit from the original agreement which illustrates the property and the leased parking spaces. If it is the consensus of the Economic Development Committee to approve the third amended license agreement, this item will be placed on the April 14, 2020 City Council meeting agenda for approval where the attached draft resolution authorizing the execution of the agreement will be considered.

Attachments:

1. Draft Third Amendment License Agreement
2. Draft Resolution
3. Original License Agreement (October 9, 2000)
4. First Amendment to License Agreement (May 3, 2011)
5. Second Amendment to License Agreement (July 16, 2015)

THIRD AMENDMENT LICENSE AGREEMENT

This Third Amendment License Agreement (the "Third Amendment") is dated this _____ day of _____, 2020, by and between Illinois Bell Telephone Company, dba AT&T Illinois ("AT&T"), an Illinois corporation, and the United City of Yorkville ("Yorkville"), an Illinois municipal corporation.

WHEREAS, AT&T is the owner in fee of certain property (the "Property") situated in the City of Yorkville, Kendall County, Illinois (SE Corner Hydraulic & Main Streets) legally described as:

Lot Eight (8) in Block 1 (1) in Black's Addition to the Village of Yorkville,
Kendall County, Illinois

WHEREAS, AT&T and the United City of Yorkville are parties to the certain License Agreement dated October 9, 2000.

WHEREAS, AT&T and the United City of Yorkville entered into FIRST AMENDMENT LICENSE AGREEMENT dated May 3rd, 2011, which extended the term of the license agreement from October 1, 2010 through September 30, 2015.

WHEREAS, AT&T and the United City of Yorkville entered into SECOND AMENDMENT LICENSE AGREEMENT dated July 16, 2015, which extended the term of the license agreement from October 1, 2015 through September 30, 2020.

WHEREAS, the parties desire to extend the License Agreement

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations, set forth on this THIRD AMENDMENT the parties agree as follows:

1. **Extended Term:** The term of the License Agreement is herby further extended for a period of five (5) years commencing on October 1, 2020 and ending on September 30, 2025 (the "Extended Term"). Notwithstanding anything to the contrary contained in the License Agreement, the term of the License Agreement shall be deemed to include the Extended Term. Notwithstanding any other term of the License Agreement, AT&T may cancel this License Agreement for any reason or no reason, at any time, upon thirty (30) day written notice to Yorkville.

All other terms and conditions of this License Agreement remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representative.

Illinois Bell Telephone Company
dba AT&T Illinois
By: _____
Linda M. Benedetto
Manager – IL Portfolio Management

United City of Yorkville
By: _____

Attest: _____

Enabling Resolution: _____ Dated: _____

Resolution No. 2020-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE THIRD AMENDMENT LICENSE AGREEMENT

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

WHEREAS, the City and Illinois Bell Telephone Company, dba AT&T Illinois, an Illinois corporation ("*AT&T*"), are parties to a certain License Agreement, dated October 9, 2000, permitting the City to use certain portions of property owned by AT&T for public parking and walkway purposes; and,

WHEREAS, the City and AT&T previously extended the term of the abovementioned License Agreement through September 30, 2020; and,

WHEREAS, the City and AT&T now desire to further extend the term of the License Agreement through September 30, 2025.

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 Third Amendment License Agreement, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Amendment on behalf of the United City of Yorkville.

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 of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

_____
CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____
MAYOR

Attest:

_____
City Clerk

LICENSE AGREEMENT

This License Agreement is made this 4th day of October, 2000, by and between Illinois Bell Telephone Company, a/k/a Ameritech Illinois, ("Ameritech"), an Illinois corporation, and the United City of Yorkville, ("Yorkville") an Illinois municipal corporation.

WHEREAS, Ameritech is the owner in fee of certain property (the, "Property") situated in the City of Yorkville, Kendall County, Illinois, legally described as:

Lot Eight (8) in Block One (1) in Black's Addition to the Village of Yorkville, Kendall County, Illinois.

WHEREAS, the Yorkville desires to use portions of the Property, hereinafter called the Licensed Areas, which are depicted and legally described on the attached Exhibit A, for public parking, and walkway purposes.

WHEREAS, the Ameritech has agreed to permit Yorkville to use the Licensed Areas for the purposes requested subject to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Grant of License. Ameritech, for and in receipt of the sume of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Yorkville the right and license to use the Licensed Areas, subject to the terms and conditions of this Agreement.

2. Use of Licensed Areas. Yorkville's use of the Licensed Areas shall be limited to use for public parking, and a walkway open to the public, all as shown on the attached Exhibit A, and for no other purposes.

3. Ameritech's Retained Rights. Ameritech retains the right to use the Licensed Areas for all purposes not inconsistent with this License, including, but not limited to, use of the Licensed Areas for construction, operation, maintenance, and reconstruction of telecommunications facilities, both existing and to be constructed in the future. In the event any use of the Licensed Areas by Ameritech, including but not limited to, construction, operation, maintenance, and reconstruction of telecommunications facilities, requires temporary occupation of the Licensed Areas such that the Licensed Areas cannot be used for purposes described in Par. 2, above, such temporary use shall not constitute a default or breach by Ameritech of this License Agreement. Further, in the event any use of the Licensed Areas by Ameritech, including but not limited to, construction, operation, maintenance, and reconstruction of telecommunications facilities, damages or disturbs the improvements made by the Yorkville to the Licensed Areas, Ameritech shall restore the damaged areas to the condition specified by Yorkville, or, if not specified, to the condition of the damaged areas prior to the damage. Yorkville shall promptly reimburse Ameritech for the costs of such restoration upon presentation to Yorkville of an invoice for such costs.

4. Term of License; Termination. This License shall commence upon the date hereof and terminate on September 30, 2010, unless sooner terminated in accordance with this Agreement. Ameritech may cancel this License Agreement at any time in the event of an emergency condition requiring Ameritech's immediate use of the Licensed Areas, or any part thereof, or upon sixty (60) day written notice to the Yorkville.

Ameritech will make every effort to assist Yorkville in relocating the sidewalk should the existing building be expanded, an additional structure be added to the site or for any other reason Ameritech deems the sidewalk should be removed.

4. Improvements. Yorkville shall submit plans and specifications including but not limited to drainage plans for improvements to the Licensed Areas for review and approval by the Ameritech at least 30 days prior to the commencement of the work and shall hold construction meetings with Ameritech prior to and during the work. Yorkville shall be responsible for the costs to relocate or rearrange any Ameritech facilities on the Property as may be necessary in connection with the improvements to the Licensed Areas. Yorkville shall comply with the provisions of the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1, et. seq., prior to any excavation. The improvements shall conform to the plans and specifications as approved by the Ameritech.

5. Care in Construction, Operation and Maintenance of Improvements. Yorkville has been advised and acknowledges that Ameritech operates a telecommunications facility on the Property which provides vital services, including but not limited to 9-1-1, emergency communications and alarming services, to the public which if damaged could disrupt said services and result in costly repairs, injury, and possible death to persons. Yorkville recognizes that the Ameritech's facilities are sensitive to dust and vibration. In its improvement and use and of the Licensed Area, Yorkville shall take all necessary precautions to avoid the production or emanation of noise, dust or vibrations that would affect the continuous, reliable operation of the facilities. The Yorkville shall provide reasonable advance notice to Ameritech prior to the commencement of any work operation in connection with the construction, operation and maintenance of the improvements to the Licensed Areas which is likely to produce noise, dust or vibration. Notwithstanding the forgoing, nothing herein shall be construed to constitute an endorsement by Ameritech of Yorkville's means and methods of construction in connection with the project or a waiver of Ameritech's right to make claims against the Yorkville with respect to any injury or damage suffered by the Ameritech arising out of the Yorkville's activities in the Licensed Area or in connection with the project.

6. Maintenance of the Licensed Areas. Yorkville shall be solely responsible to maintain the Licensed Areas including, but not limited to, snow and ice removal, and shall repair and maintain all improvements at its own expense to a safe condition and a quality in the fashion and to the same standard as Yorkville maintains similar public improvments.

7. Waiver of Claims. Ameritech, its employees, agents, contractors, and invitees shall not be liable for, and except to the extent of Ameritech's negligence or willful misconduct, Yorkville waives all claims against all the Ameritech, its employees, agents, contractors, and invitees, for damage to personal property or injury or death of persons sustained by Yorkville, or by any other person using the Licensed Areas, arising from any accident or occurrence in or on the Licensed Areas or arising out of the activities permitted by this License Agreement. This waiver includes, without limitation, damage or loss of property as a result of theft, disappearance, fire or other casualty or any other cause.

8. Indemnity. Yorkville agrees to indemnify and hold harmless Ameritech and its respective agents and employees, officers, directors, invitees and contractors from all claims, liabilities, injuries, losses, causes, damages, costs and/or expense (including reasonable attorney's fees) arising from (1) the injury or death of any person and/or damage to or loss or destruction of any property occasioned by any act or omission of Yorkville or anyone claiming by or through or under or under the control of the Yorkville in the use of the Licensed Areas or in the performance or enjoyment of the obligations and privileges of this Agreement; (2) the injury or death of any person and/or damage to or loss or destruction of any property of any person using the Licensed Areas; or (3) any breach this License Agreement by the Yorkville.

9. Insurance. Yorkville shall obtain and maintain and shall require each of its contractors and subcontractor (regardless of tier) to provide and maintain at all times during the term of this Agreement Property and Causualty insurance, Commercial General Liability insurance, Commercial Automobile Liability insurance, and Workman's Compensation and Employer's Liability insurance. The Commercial General Liability insurance and Commercial Automobile Liability insurance shall protect Yorkville each in an amount not less than Five Million Dollars ($5,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Five Million Dollars ($5,000,000) annual aggregate for each personal injury liability and products-completed operations. The Property and Casualty insurance shall be endorsed to protect Ameritech as its interests may appear. The Commercial General Liability insurance policy shall name Ameritech, its directors, officers, and employees as additional insureds as respects any covered liability arising out of the performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. All of the required insurances shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until Ameritech Illinois has received at least thirty (30) days' advance written notice of such cancellation or change. Yorkville's policies shall be primary and Ameritech's policies or self-insurance not contributing. Yorkville shall file the required certificate(s) of insurance with endorsements with Ameritech at the address for notices specified below.

10. Non-assignment. Yorkville shall not assign or transfer this License Agreement nor sublet or sublicense the Licensed Areas, without the consent of the Ameritech. This License Agreement is the grant of right to use the Licensed Areas and not the grant of an interest in property. Yorkville shall acquire no interest in the Property as a result of this License. Yorkville agrees to keep the Property free and clear of all liens and encumbrances, including mechanic's and contractor's liens, and shall indemnify, defend and hold harmless the Ameritech against any and all such claims or liens.

11. Notices. For the purpose of any notice or demand, Yorkville shall be served by certified mail, return receipt requested, addressed to Yorkville at the following address:

The United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

For the purpose of any notice or demand, Ameritech shall be served by certified mail, return receipt requested, addressed to Ameritech at the following address:

AMERITECH ILLINOIS
Attn: Director of Real Estate Transactions
9th Floor
425 W. Randolph Street
Chicago, Illinois 60606

With copies to:

Ameritech Legal Department
25th Floor
225 West Randolph St.
Chicago, IL 60606

Equis (Suite 2700)
161 North Clark St.
Chicago, Illinois 60601

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Ameritech:
Ameritech Illinois

BY: _____
Director – Real Estate Transaction

Yorkville:
United City of Yorkville

BY: _____
Mayor

(CORPORATE SEAL)

Attest: _____
City Clerk

Enabling Ordinance

By Motion Dated: June 10/12/00

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Julia Villa, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph D Buckman, Director Real Estate Transactions of ILLINOIS BELL TELEPHONE COMPANY who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of October, A.D. 2000.

OFFICIAL SEAL
JULIA VILLA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-27-2003

Julia Villa
Notary Public

My Commission Expires _____.

State of Illinois)
)
County of Kendall)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Deborah Simmons and Arthur Prochaska Mayor and City Clerk of the City of ~~Warrenville,~~ YORKVILLE respectively, personally known to me to be the same persons whose names are subscribed be the foregoing License Agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act for the uses and purposes set for.

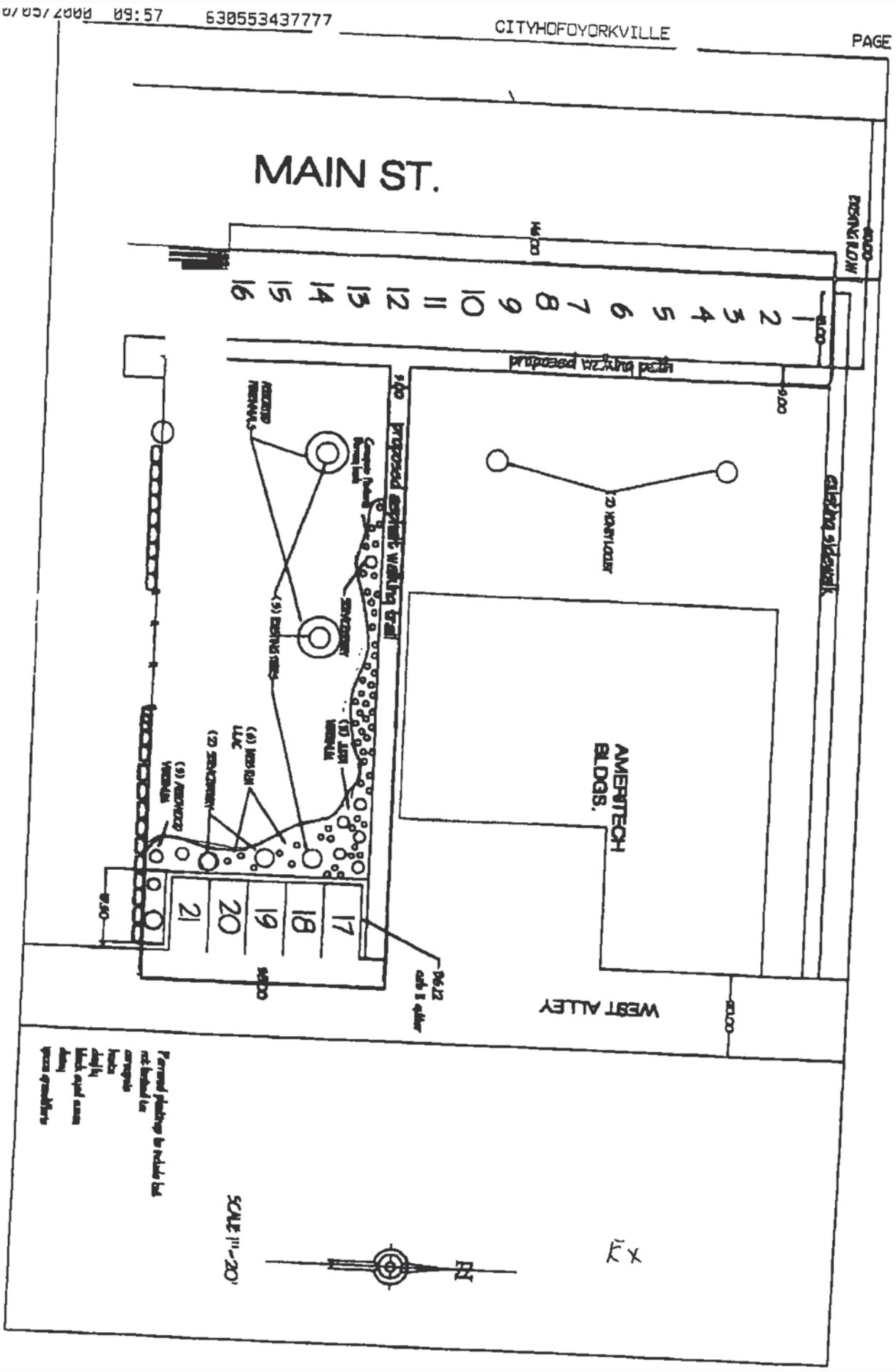
11/8/00 Ecd

Given under my hand and notarial seal this 18th day of October A.D. 2000

Sandra Marker
Notary Public

My Commission Expires _____

"OFFICIAL SEAL"
Sandra Marker
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-30-2004


MAIN ST.
AMERITECH BLDGS.
WEST ALLEY
SCALE 1"=20'

225 W. Randolph, 13th floor
Chicago, IL 60606
email: lb2546@att.com

May 3, 2011

United City of Yorkville
Ms. Krysti J. Barksdale-Noble
800 Game Fame Road
Yorkville, IL 60560

RE: 1st Amendment License Agreement – SE Corner Hydraulic & Main Streets, Yorkville, IL

Ms. Barksdale-Noble,

Attached is a copy of the fully executed 1st Amendment License Agreement for the parking spaces that you lease from us at the above mentioned address.

Please retain this for your files.

If you have any questions, please feel free to give me a call at 312-814-0616. It has been a pleasure working with you on this transaction.

Sincerely,

Linda M. Benedetto
Manager – IL Portfolio Management

Attachment

FIRST AMENDMENT LICENSE AGREEMENT

This Fist Amendment License Agreement (the "First Amendment") is dated this 3rd day of May, 2011, by and between Illinois Bell Telephone Company, dba AT&T Illinois ("AT&T"), an Illinois corporation, and the United City of Yorkville ("Yorkville"), an Illinois municipal corporation.

WHEREAS, AT&T is the owner in fee of certain property (the "Property") situated in the City of Yorkville, Kendall County, Illinois, (SE Corner Hydraulic & Main Streets) legally described as:

> Lot Eight (8) in Block One (1) in Black's Addition to the Village of Yorkville, Kendall County, Illinois

WHEREAS, AT&T and the United City of Yorkville are parties to the certain License Agreement dated October 9, 2000 expiring September 30, 2010 (the "License Agreement").

WHEREAS, the parties desire to extend the License Agreement and update each party's notice address.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations, set forth in this First Amendment the parties agree as follows:

1. Extended Term. The term of the License Agreement is hereby further extended for a period of five (5) years commencing on October 1, 2010 and ending on September 30, 2015 (the "Extended Term"). Notwithstanding anything to the contrary contained in the License Agreement, the term of the License Agreement shall be deemed to include the Extended Term. Notwithstanding any other term of the License Agreement, AT&T may cancel this License Agreement for any reason or no reason, at any time, upon thirty (30) day written notice to Yorkville.

Notices: For the purpose of any notice or demand, AT&T shall be served by certified mail, return receipt requested, addressed to AT&T at the following address:

> AT&T
> Attn: CRE Portfolio Management Director
> 225 W. Randolph Street – Room 13A
> Chicago, IL 60606

With copies to:

AT&T CRE Lease Administration
One AT&T Way, Room 1B205A
Bedminster, NJ 07921

AT&T
Attn: General Attorney & Assistant General Attorney
Corporate Real Estate
208 S. Akard Street
Dallas, TX 75202

All other terms and conditions of this License Agreement remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representative.

Illinois Bell Telephone Company
dba AT&T Illinois
By: Nedra G Robinson
Nedra G. Robinson, Sr. Port. & Trans. Mgr.

United City of Yorkville
By: Valerie Burd

Attest: [illegible]

Enabling Ordinance: BY MOTION Dated: 12/14/10

Resolution No. 2015-09

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE SECOND AMENDMENT LICENSE AGREEMENT

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

WHEREAS, the City and Illinois Bell Telephone Company, dba AT&T Illinois, an Illinois corporation ("*AT&T*"), are parties to a certain License Agreement, dated October 9, 2000, permitting the City to use certain portions of property owned by AT&T for public parking and walkway purposes; and,

WHEREAS, the City and AT&T previously extended the term of the abovementioned License Agreement through September 30, 2015; and,

WHEREAS, the City and AT&T now desire to further extend the term of the License Agreement through September 30, 2020.

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 Second Amendment License Agreement, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Amendment on behalf of the United City of Yorkville.

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 of Yorkville, Kendall County, Illinois this 23 day of June, 2015.

Beth Warren
CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 26 day of JUNE, 2015.

MAYOR

Attest:

City Clerk

SECOND AMENDMENT LICENSE AGREEMENT

This Second Amendment License Agreement (the "Second Amendment") is dated this 16th day of July, 2015, by and between Illinois Bell Telephone Company, dba AT&T Illinois ("AT&T"), an Illinois corporation, and the United City of Yorkville ("Yorkville"), an Illinois municipal corporation.

WHEREAS, AT&T is the owner in fee of certain property (the "Property") situated in the City of Yorkville, Kendall County, Illinois (SE Corner Hydraulic & Main Streets) legally described as:

Lot Eight (8) in Block 1 (1) in Black's Addition to the Village of Yorkville,
Kendall County, Illinois

WHEREAS, AT&T and the United City of Yorkville are parties to the certain License Agreement dated October 9, 2000.

WHEREAS, AT&T and the United City of Yorkville entered into FIRST AMENDMENT LICENSE AGREEMENT dated May 3rd, 2011, which extended the term of the license agreement from October 1, 2010 through September 30, 2015.

WHEREAS, the parties desire to extend the License Agreement

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations, set forth on this SECOND AMENDMENT the parties agree as follows:

1. **Extended Term:** The term of the License Agreement is herby further extended for a period of five (5) years commencing on October 1, 2015 and ending on September 30, 2020 (the "Extended Term"). Notwithstanding anything to the contrary contained in the License Agreement, the term of the License Agreement shall be deemed to include the Extended Term. Notwithstanding any other term of the License Agreement, AT&T may cancel this License Agreement for any reason or no reason, at any time, upon thirty (30) day written notice to Yorkville.

All other terms and conditions of this License Agreement remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representative.

Illinois Bell Telephone Company
dba AT&T Illinois
By: Linda M. Benedetto
Linda M. Benedetto
Manager – IL Portfolio Management

United City of Yorkville
By: Mary J. Nolan

Attest: Beth Warren

Enabling ~~Ordinance:~~ RESOLUTION 2015-09 Dated: 6/23/15

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

Agenda Item Number

Park Board #1

Tracking Number

CC 2020-39

Agenda Item Summary Memo

Title: Playground Purchases for Beecher, Caledonia, North Autumn Creek & Purcell Parks

Meeting and Date: City Council – May 12, 2020

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans (Name) Parks and Recreation (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks
Date: May 4, 2020
Subject: Playground Purchases for Beecher, Caledonia, North Autumn Creek and Purcell Parks

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Summary

Playground purchases for Beecher, Caledonia, North Autumn Creek and Purcell Parks

Background

In November and December 2019, the Board and City Council approved the Request for Proposals (RFP), for playgrounds at Caledonia and North Autumn Creek parks (Exhibit A). Purchasing Manager Carri Parker used the RFP to solicit companies that specialize in the design and retail of playground equipment.

On January 20, 2020, the City received eight (8) proposals. All proposals were at or under the total allotted budgeted amount of $101,994. Purchasing Manger Parker developed the attached bid tabulation spreadsheet (Exhibit B).

Parks staff evaluated all the proposals and recommends purchasing Play Illinois-Burke playground proposal (Exhibit C) for the following reasons:

1) The Burke playground equipment proposal offers exceptional play value.
2) The proposal exhibits a good vision of the theme for each site.
3) Parks staff, who will be installing the equipment, is very familiar with the installation of Burke equipment, which saves thousands of dollars and allows for more equipment to be purchased.
4) The Burke equipment exceeds the ADA requirements, which allows for the playgrounds to be more ADA friendly and fun for children and adults of all abilities.

Staff reached out to Play-Illinois Burke with modifications to avoid duplicate features of other playgrounds and changes to improve playability. During these discussions, Play-Illinois Burke offered the opportunity to purchase multiple playgrounds at a significant discount.

The City has a unique and financially beneficial opportunity to purchase four (4) playgrounds (Beecher, Caledonia, Autumn Creek North & Purcell) for the total cost of $228,531.54. By accepting this offer and purchasing these playgrounds now, the City will save over $100,000. Please note that this proposal is based on the manufacturer's 2019 pricing schedule plus they include an additional $90,000 in discounts and swing sets at each park with this offer.

In summary, if we were to purchase just the playgrounds, we would be receiving an approximate 38% discount but, with the swing sets added, this offer equates to an approximate 31% total

markdown from purchasing the playgrounds and swing sets separately. Also, if we pass on this opportunity now, the 2020 pricing will go into effect and the discounts may or may not be available in the future.

As part of the Parks & Recreation Land Cash and Capital Budget (Exhibit D), staff and the Park Board have developed a timeline to complete playgrounds installations for Beecher, Caledonia and North Autumn Creek parks. With this offer from Burke, the City could also replace the deteriorating playground at Purcell Park and purchase additional playground pieces for Beecher, Caledonia and North Autumn Creek including swing sets at each park, therapy swings, ADA and wheelchair accessible equipment.

As with past playground installations, staff will be doing the work in-house at the four park sites over the next two years. Installation for each park will include park amenities such as a new playground, concrete walks and picnic tables on concrete slabs. If approved, staff will install the playgrounds in the following order:

1. Caledonia
2. Autumn Creek North
3. Beecher
4. Purcell

We estimate that installation of the playgrounds will cost about $48,000. This will bring the total cost of purchasing and installing the playgrounds to approximately $277,000, which is under the current total budget of $280,000 for Beecher, Caledonia and North Autumn Creek parks.

By purchasing all four playgrounds now, we are capitalizing on a long-term, financially beneficial solution as we are able to replace two deteriorating playgrounds and add two new playgrounds for the Yorkville community to enjoy while remaining under the proposed, total budget for all four park projects.

Each playground will have the following design:

1. The overall design will include a freestanding sign, swings, slides, independent play pieces, a play structure, and other play components relevant to the chosen theme for the respective park.
2. The play structure and elements shall be for children ages 5 to 12 years.
3. The play structure shall vary in deck height and will offer adventurous challenges getting from deck to deck and ground to deck.
4. The play structure will include an ADA transfer platform or ADA ramping access.

Each playground will have the following theme:

- Autumn Creek – Nature
- Caledonia – Tree House
- Purcell – General
- Beecher – High Adventure

Each park redevelopment project will have Superintendent of Parks Sleezer as the project manager. By installing these in-house, the City saves thousands of dollars on each playground build.

Recommendation

Staff requests City Council to approve the purchase of four playgrounds for the Beecher, Purcell, Caledonia, and North Autumn Creek parks from Play Illinois Burke Playground Manufacturer in the amount not to exceed $228,531.54.

Attachments

- Exhibit A - Request for Proposal (RFP) for the design and purchase of playgrounds for the Autumn Creek and Caledonia Parks
- Exhibit B – RFP Playground Proposal Cost Tabulations Spreadsheet
- Exhibit C – Play Illinois-Burke Quote for Beecher, Caledonia, North Autumn Creek and Purcell Playgrounds.
- Exhibit D – Land Cash & Capital Budgets

REQUEST FOR PROPOSALS FOR THE DESIGN AND SUPPLY OF EQUIPMENT FOR THE AUTUMN CREEK PARK AND CALEDONIA PARK PLAYGROUNDS

Deadline:

Friday, January 10, 2020
at 10:00 a.m.

UNITED CITY OF YORKVILLE, ILLINOIS
PUBLIC NOTICE
REQUEST FOR PROPOSALS

The United City of Yorkville is seeking proposals for the design and supply of equipment.

Proposals can be emailed or mailed to the information listed below until **Friday, January 10, 2020 at 10:00 a.m. local time**. All proposals should be addressed to:

United City of Yorkville
Re: (vendor name)
Request for Proposal for Playground Designs
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

cparker@yorkville.il.us

Proposal packets are available online at https://www.yorkville.il.us. The link can be found under the Business Tab-Proposals & RFPs. Additionally; packets may be picked up at the Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560.

Questions regarding this request for proposal should be in writing and directed to Carri Parker, Purchasing Manager, at cparker@yorkville.il.us.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

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

Carri Parker
Purchasing Manager

GENERAL CONDITIONS

I. Park Location

The Autumn Creek Park Playground will be located at 1397 Slate Drive, and the Caledonia Park is located 354 Shadow Wood Drive, United City of Yorkville, Kendall County, Illinois.

II. Design Theme

1) Autumn Creek Park – Nature

2) Caledonia Park – Tree House

III. Specifications:

1) General
   a) The overall park shall have relevant theme as stated above. This includes adding themed accents, to slides, independent play pieces, play structure, and in any other play components.
   b) The play structure and elements shall be for children ages 5 to 12 years.
   c) The play structure shall vary in deck height and will offer adventurous challenge(s) getting from deck to deck and ground to deck.
   d) The play structure must include an ADA transfer platform or ADA ramping access.
   e) A freestanding age appropriate sign for ages 5 to 12 must be included in the design.

2) Main play structure
   a) Age 5 to 12 play structure shall include multiple heights of equipment geared towards the 5 to 12-year-old range.
   b) All decks and stairs must be made from vinyl coated perforated metal (or similar.)
   c) Posts shall be 5" O.D. powder-coated (or similar) steel or aluminum.
   d) The unit shall have both surface and elevated themed play panels.
   e) Design shall meet all ADA requirements.

3) Independent play piece(s)
   a) All independent play pieces shall be relevant to the theme.

4) Swings
   a) One bay of enclosed tot seat swings (2 swings) and one bay of belt seat swings (2 swings).
   b) Each unit shall be made of powder-coated (or similar) steel or aluminum posts.

5) Other
   a) The manufacturer may submit other site elements for the park for consideration if they are relevant to the theme (i.e. bench, bike racks, etc.)

IV. Quality of Materials:

1) All specifications shall be treated as "or approved equals" for the purpose of this RFP. It is the intent of the specification to give physical and thematic (design) criteria so as to give

each respondent the opportunity to submit a proposal, which closely adheres to the design intent of the proposed park development. It is not intended to exclude any manufacturer representative of a specific manufacturer from submitting a proposal.

2) QUALITY SYSTEM CERTIFICATION: The quality system of the manufacturer shall be certified to ISO 9001.

3) Support post for the structure shall be 5" O.D. aluminum or steel, powder-coated finish with solid aluminum or steel caps.

4) Fasteners shall be stainless steel or corrosion-resistant and shall be tamper resistant.

5) Colors will be selected by the Owner and shall be in keeping with the "Nature Theme" as previously described in this RFP.

6) Plastic parts shall be a UV stabilized, flame retardant HDPE, LDPE, or a solid PVC type product.

7) Rotationally molded products shall be of a double wall construction, LDPE.

8) All welds shall be solid, prepared, and powder coated as the rest of the metal products on the structure.

V. Safety Standards and Guidelines:

All public playground equipment supplied shall meet all applicable provision of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM.) Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

VI. Accessibility Standards and Submittal Requirements:

In order to ensure that each submitted proposal complies with Accessibility Requirements as set forth in ADA Accessibility Guidelines (ADAAG.) Each submittal shall be accompanied by a calculation demonstrating how the ratio and number of ground level vs. elevated components of the composite (main) structure complies with those requirements as set forth in the ADAAG (latest version.) The swings should not be included in the calculation.

VII. Warranty:

1) LIMITED LIFETIME WARRANTY on all aluminum deck posts, steel deck posts, the post fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.

2) LIMITED FIFTEEN (15) YEAR WARRANTY on vinyl coated components against structural failure caused by corrosion, defective materials, or defective workmanship.

3) LIMITED TEN (10) YEAR WARRANTY on all steel play system components including railings, climbers, and rungs against structural failure caused by defective materials or defective workmanship.

4) LIMITED TEN (10) YEAR WARRANTY on all PVC, HDPE, and Low-Density polyethylene plastic components against structural failure caused by defective materials or defective workmanship.

VIII. Equipment Selection:

1) The City of Yorkville Park Board and Staff will select one or two manufacturers, which, in its opinion, best meets the intention of the design and budget. The selected proposals may be required to adjust the design to accommodate design and budget constraints at the direction of the City. The successful proposal will then be specified as "or approved equal" in the construction documents (for general construction) for the project.

2) The City reserves the right to select equipment from different manufacturers to best fulfill the project goals. However, the play structure (as a whole) must be from one manufacturer and the swings (as a whole) from either the same manufacturer or a different one.

IX. Budget:

1) Playground
    a. Autumn Creek - $42,000
    b. Caledonia - $60,000

2) The prices submitted shall include delivery but shall not include installation.

3) The price for each component listed in the proposal shall include delivery as if it will be delivered separately from others and selected as an individual item.

4) The successful bidder must be able to hold bid prices for 6 months after the award of the contract.

INSURANCE REQUIREMENTS

Respondent 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 Respondent, 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 Respondents 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

Respondent shall maintain limits no less 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 Respondents 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 Respondent 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 Respondent's work, including activities performed by or on behalf of the Respondent; products and completed operations of the Respondent; premises owned, leased, or used by the Respondent; or automobiles owned, leased, hired, or borrowed by the Respondent. 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 Respondent'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 Respondent'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 Respondent's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Respondent'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 Respondent 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

Respondent 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

Respondent 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. Assumption Of Liability

The Respondent assumes liability for all injury to or death of any person or persons including employees of the Respondent, 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 Respondent 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 Respondent, 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 Respondent 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 Respondent shall, at its own expense, satisfy and discharge the same.

Respondent expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Respondent, 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 Respondent it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Respondents 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 Respondent and the Additional Insured.

STANDARD CONDITIONS

Interpretation of Documents: Each request for interpretation of the Documents shall be made in writing addressed to Carri Parker, Purchasing Manager, United City of Yorkville, 800 Game Farm, Yorkville, Illinois, 60560, and shall be received no later than **Friday, January 10, 2020 at 10:00 a.m. local time**. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents. An addendum, if deemed necessary, will be posted on the website. Price proposals must be sent in a separate sealed envelope.

Submittal of Proposal: Proposals must be submitted to the attention of Carri Parker, Purchasing Manager, at the above address no later than **Friday, January 10, 2020 at 10:00 a.m. local time**. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Respondents should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date.

Withdrawal of Proposal: Respondents may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Respondents Qualifications: No award will be made to any Respondent who cannot satisfy 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, conclusive, and binding.

Preparation of Proposal: The Respondents submittal shall include all requirements of the specification as found in the Contract Documents. The City will strictly hold the Respondent to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Respondent.

Compliance with Laws: The Respondent shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Alternates: Any reference in these specifications to manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The City's written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received prior to the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase "Alternate Proposal" shall be used. Respondents are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, if required, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

Proposal Review: The City reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each

item to a different Respondent, or all items to a single Respondent unless otherwise noted in the specification.

The City may determine as follows:
1) an equal or alternative is a satisfactory substitute;
2) an early delivery date is to be disregarded because of the reputation of the Respondent for not meeting delivery dates;
3) a Respondent is not a responsible Respondent; and
4) any exceptions or deviations from the written specifications will be accepted.

Delivery: Where applicable, all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the Respondent with concurrence by the City for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Park Maintenance Building, 185 Wolf Street Yorkville 7:00 am - 2:30 pm weekdays only.

Inspections: The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Respondent.

ADDITIONAL CONDITIONS

Guarantees and Warranties: All guarantees, and warranties required shall be furnished by the Respondent and shall be delivered to the City before final payment on the contract is issued.

Cancellation of award/termination: In the event any of the provisions of this proposal is violated by the respondent(s), the Purchasing Department will give written notice to the respondent(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the City for immediate cancellation. Upon cancellation hereunder, the City may pursue any and all legal remedies as provided herein and by law.

The City reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the City will be relieved of all obligations under said contract. The City will only be required to pay to the respondent(s) that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the City after the termination of the contract.

The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Documentation: When the written specification requires the Respondent submit a written findings or analysis report with their proposal submittal, the Respondent shall provide the full document to the City electronically as a PDF file on flashdrive.

Default: In the event that the awarded respondent(s) should breach this contract the City reserves the right to seek remedies in law and/or in equity.

Legal Requirements: It shall be the responsibility of the respondent to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the respondent(s) will in no way be a cause for relief from responsibility.

Respondent(s) doing business with the City are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Federal and State Tax: The City is exempt from federal and state taxes for tangible personal property. Respondent(s) doing business with the City will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor will any respondent be authorized to use the City's Tax Exemption Number in securing such materials.

Conflict of Interest: All respondents must disclose the name of any officer, director, or agent who is also an employee of the City. All respondents must disclose the name of any City employee who owns, directly or indirectly, any interest in the respondents' business or any of its branches.

REFERENCES

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

Reference No. 1

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Dates of Service | Nature of Work

Reference No. 2

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Dates of Service | Nature of Work

Reference No. 3

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Dates of Service | Nature of Work

If additional sheets are needed, please make copies.

PROPOSAL COST SHEET

Project Name: Autumn Creek Park and Caledonia Park Playground Designs and Supply of Equipment.

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 Respondent 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:

Company Name: _____

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

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

	YES	NO
Will you be utilizing a subcontractor?	____	____
If yes, have you included all required Information with your bid submittal?	____	____

OR

NO BID – Keep our company on your Respondents List

_____
Signature

_____
Date

NO BID – Remove our company from Your Respondents List

_____
Signature

_____
Date

PROPOSAL COST SHEET CONTINUED

Project Name: Autumn Creek Park Playground – Nature Theme

ITEM DESCRIPTION	UNIT PRICE	TOTAL
Design	$	$
One Swing Set (4 belt swings)	$	$
Independent Play Pieces:		
Item 1 -	$	$
Item 2 -	$	$
Item 3 -	$	$
Delivery	$	$
TOTAL COST		$

Project Name: Caledonia Park Playground – Tree House Theme

ITEM DESCRIPTION	UNIT PRICE	TOTAL
Design	$	$
One Swing Set (4 belt swings)	$	$
Independent Play Pieces:		
Item 1 -	$	$
Item 2 -	$	$
Item 3 -	$	$
Delivery	$	$
TOTAL COST		$

Discounts Available:

	$
	$
	$
	$

(Printed Name of Respondent)

Signature of Authorized Representative Date

PROPOSAL COST SHEET CONTINUED

The undersigned Respondent;

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.

Respondent's Respondent Name Date

Signed Name and Title Print Name and Title

Street Address City State Zip

Phone Number Fax Number

Email Address

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

CONTRACT

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

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials necessary to complete the work specified in Request for Proposal for the Design and Supply of Equipment for the Autumn Creek Park and Caledonia Park Playgrounds;

WHEREAS, the Owner has found that the Respondent is the most qualified respondent for said work and has awarded the Respondent this contract for said work.

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

1. The Respondent agrees to design and supply playground equipment for the Autumn Creek Park and Caledonia Park Playgrounds proposal in accordance with the conditions and prices stated in the Request for Proposal of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Respondent in the amounts, manner and at times as set forth in the Contract Documents.

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

OWNER: UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

RESPONDENT:

_____
City Clerk

By: _____
Signature

Attest:

_____
Print Name and Title

_____
Witness

United City of Yorkville
Request for Proposal for the Design and Supply of Equipment for the Autumn Creek Park and Caledonia Park Playgrounds

Bid Opening - Friday, January 10, 2020 at 10:00 a.m. Yorkville City Hall - 800 Game Farm Road

Project Name: Autumn Creek Park Playground

Bid Pricing:	**GameTime/ Cunningham Recreation**	**Imagine Nation, LLC**	**Larson Equipment & Furniture Company**	**NuToys Leisure Products**	**Parkreation - Little Tykes**	**Play Illinois - Burke**	**Team Reil Inc.**	**Zenon Company**
	Total	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**
Design	$ 33,590.14	$ 38,205.00	$ 38,768.43		$ 37,773.00	$ 45,986.00	$ 53,817.00	$ 34,579.00
One Swing Set (4 belt swing)	$ 4,234.32	$ 4,766.00	Included		$ 2,895.00	$ 3,192.00	$ 2,465.00	$ 4,949.00
Independent Pieces:								
Item 1	$ 1,060.92	$ 2,769.00	Included		$ 1,302.00	$ 3,612.00		$ 2,328.00
Item 2		$ 758.00	Included		$ 628.00	$ 305.00		$ 561.00
Item 3			Included					
Delivery	$ 3,068.41	$ 1,930.00	$ 2,970.57		$ -	$ 2,805.00	$ 3,486.00	$ -
Discount		$ (6,428.00)	$ -		$ (613.00)	$ (13,951.00)	$ (17,768.00)	$ (500.00)
Total	**$ 41,953.79**	**$ 42,000.00**	**$ 41,739.00**	**$ 42,000.00**	**$ 41,985.00**	**$ 41,949.00**	**$ 42,000.00**	**$ 41,917.00**

Project Name: Caledonia Park Playground

Bid Pricing:	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**
Design	$ 51,295.33	$ 54,861.00	$ 54,386.80		$ 52,873.00	$ 69,054.00	$ 77,212.00	$ 54,070.00
One Swing Set (4 belt swing)	$ 4,123.80	$ 4,766.00	Included		$ 2,895.00	$ 3,192.00	$ 2,465.00	$ 5,765.00
Independent Pieces:								
Item 1	$ 1,060.92	$ 3,996.00	Included		$ 4,669.00	$ 305.00		$ 561.00
Item 2		$ 999.00	Included		$ 628.00			
Item 3		$ 579.00	Included					
Delivery	$ 3,456.87	$ 1,930.00	$ 4,128.14		$ -	$ 2,202.00	$ 3,495.00	$ -
Discount		$ (7,131.00)	$ -		$ (1,081.00)	$ (14,753.00)	$ (23,172.00)	$ (500.00)
Total	**$ 59,936.92**	**$ 60,000.00**	**$ 58,514.94**	**$ 60,000.00**	**$ 59,984.00**	**$ 60,000.00**	**$ 60,000.00**	**$ 59,896.00**

BCI Burke Company, LLC
PO BOX 549
FOND DU LAC WI 54936
920.921.9220 / 800.356.2070
WWW.BCIBURKE.COM

PLAY ILLINOIS
PARK & PLAYGROUND SOLUTIONS

Project Name: United City of Yorkville

Pricing if Purchased Individually

Park Name	2020 List Price	Shipping Cost	Total
Beecher Park	$137,816	$2,370	$140,186
Purcell Park	$50,056	$1,978	$52,034
Autumn Creek Park	$56,322	$1,315	$57,637
Caledonia Park	$77,281	$1,832	$79,113
Total	$321,475	$7,495	$328,970

Pricing if Purchased Together Through Omnia Partners

Park Name	Omnia 2019 List Price	Omnia Discount	Additional Courtesy Discount	Shipping Cost	Total
Beecher Park	$134,166	-(20,124.90)	-(18,693.94)		
Purcell Park	$47,666	-(7,149.90)	-(9,085.64)		
Autumn Creek Park	$54,636	-(8,195.40)	-(7,181.42)		
Caledonia Park	$75,414	-(11,312.10)	-(7,292.16)		
	$311,882	-(46,782.30)	-(42,253.16)	$5,685	$228,531.54

ADA Freedom Swing Seat being donated (Value $921)	
Funding in form of a Check for $2,000 from Dream, Build, Play for Beecher Park	
****Total Savings including donations, Co-operative Pricing & Courtesy Discounts**	**$ -(103,359.46)**

BCI Burke Company, LLC
660 Van Dyne Road, Fond du Lac, WI 54936
Tel (920) 921-9220 Fax (920) 921-9566
www.bciburke.com

Date: 4/28/2020
Quote #7513-3
Accepted Approved Quotation, Terms and Conditions

In coordination with **Play Illinois**
Tel: (844) 222-9990

Signed: _____
Date: _____

To: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: Carri Parker

Project Name: United City of Yorkville
Project Location: 800 Game Farm Road
Yorkville, IL 60560

Prepared by	**Estimated Ship Date**	**Payment Terms**		
Jessica Westphal	4 weeks after receipt of order	Net 30 Days		
Item	**Description**	**Unit Price**	**Quantity**	**Total**
	Autumn Creek Park			
129-125869-4	Burke Nucleus/Intensity Structure including Rock It Tunnel and 3 Bay Swing	54,636.00	1	54,636.00
Discount	15% Discount per National IPA Contract #R170301	(8,195.40)	1	(8,195.40)
Discount	Additional Courtesy Discount	(7,181.42)	1	(7,181.42)
	Caledonia Park			
129-125870-2	Burke Nucleus Structure including RopeVenture Vertex, Comet II and 3 Bay Swing	75,414.00	1	75,414.00
Discount	15% Discount per National IPA Contract #R170301	(11,312.10)	1	(11,312.10)
Discount	Additional Courtesy Discount	(7,292.16)	1	(7,292.16)
	Purcell Park			
129-129065-1	Burke Nucleus Structure including 3 Bay Swing	47,666.00	1	47,666.00
Discount	15% Discount per National IPA Contract #R170301	(7,149.90)	1	(7,149.90)
Discount	Burke Play20 Community Sale Discount	(9,085.64)	1	(9,085.64)
	Beecher Park			
129-128929-3	Burke Nucleus/Intensity Structure including 3 Bay Swing	134,166.00	1	134,166.00
Discount	15% Discount per National IPA Contract #R170301	(20,124.90)	1	(20,124.90)
Discount	Additional Courtesy Discount	(18,693.94)	1	(18,693.94)
Freight	Delivery of Burke Equipment of Burke Equipment shipped to one location	5,685.00	1	5,685.00
	TOTAL:			**$ 228,531.54**

Jessica Westphal

Title: Sales Support Coordinator, BCI Burke Company, LLC

QUOTE IS VALID FOR 30 DAYS

Thank you for the opportunity to provide this quote.
We look forward to filling your park & playground needs in the months and years to come!

Special Notes: Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing (unless shown in quoted items above), installation (unless shown in quoted items above) or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. Freight charges are predicated on all items being ordered and shipped at the same time.

Rock Clause: If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water or any other unknown obstructions are discovered, additional charges will be added to the proposal.

Burke
PLAY THAT MOVES YOU.

BCIBURKE.COM | 800.266.1250

PROPOSAL: 129-125869-2

AUTUMN CREEK PARK

PLAY ILLINOIS
PARK & PLAYGROUND SOLUTIONS

Burke
PLAY THAT MOVES YOU.

BCIBURKE.COM | 800.266.1250

PROPOSAL: 129-125870-2

CALEDONIA PARK

PLAY ILLINOIS
PARK & PLAYGROUND SOLUTIONS

Burke
PLAY THAT MOVES YOU.

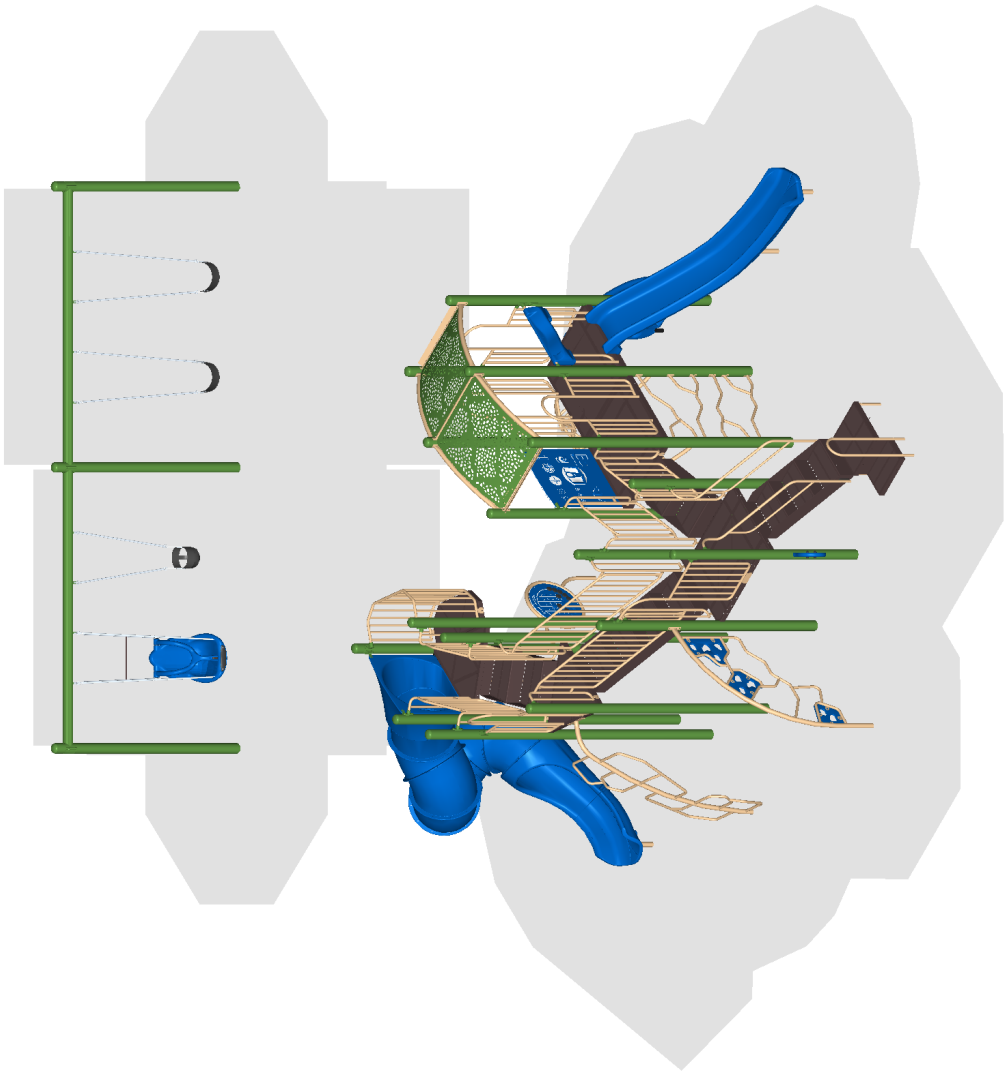
BCIBURKE.COM | 800.266.1250

PROPOSAL: 129-128929-2

BEECHER PARK

PLAY ILLINOIS
PARK & PLAYGROUND SOLUTIONS

Purcell Park Proposal



Burke

April 13, 2020

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Tyler Hess

Purcell Park
325 Fairhaven Drive
Yorkville, IL 60560

Play Illinois, LLC
129-106693-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Account Number	Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 Projected		FY 2021 Proposed	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected
Public Works Capital											
25-215-54-00-5405	BUILD PROGRAM	34,170	2,720	-	-	x	-	-	-	-	-
25-215-54-00-5448	FILING FEES	294	784	750	580	x	750	750	750	750	750
25-215-56-00-5620	OPERATING SUPPLIES	-	-	2,000	-	x	1,000	1,000	1,000	1,000	1,000
25-215-60-00-6060	EQUIPMENT	-	8,435	7,000	7,000	x	130,000	6,000	20,000	6,000	6,000
25-215-60-00-6070	VEHICLES	20,821	33,497	201,000	201,000	x	100,000	120,000	120,000	120,000	120,000
185 Wolf Street Building						x					
25-215-92-00-8000	PRINCIPAL PAYMENT	43,303	43,922	44,429	42,853	x	51,612	53,527	53,527	55,514	57,544
25-215-92-00-8050	INTEREST PAYMENT	27,512	28,856	31,095	23,824	x	17,784	15,869	15,869	13,882	11,852
25-215-99-00-9960	PAYMENT TO ESCROW AGENT	-	-	-	531,617	x	-	-	-	-	-
		126,100	**118,214**	**286,274**	**806,874**		**301,146**	**197,146**	**211,146**	**197,146**	**197,146**
Public Works Capital	**Public Works Capital Surplus(Deficit)**	**37,930**	**53,977**	**(207,774)**	**(5,642)**		**(86,265)**	**-**	**-**	**-**	**-**
	Public Works Capital Fund Balance	**37,930**	**91,907**	**-**	**86,265**		**-**	**-**	**-**	**-**	**-**
		-	**-**	**-**	**-**		**-**	**-**	**-**	**-**	**-**
	Total Vehicle & Equip Purchases	**20,821**	**86,809**	**258,000**	**253,000**		**300,000**	**226,000**	**240,000**	**126,000**	**126,000**
	Target Replacement - per Mayor						**400,000**	**400,000**	**400,000**	**400,000**	**400,000**
	Over(Under)						**(100,000)**	**(174,000)**	**(160,000)**	**(274,000)**	**(274,000)**
	Target Replacement - per Vehicle Repl Schedule						**2,695,542**	**1,293,486**	**700,124**	**662,040**	**610,614**
	Over(Under)						**(2,395,542)**	**(1,067,486)**	**(460,124)**	**(536,040)**	**(484,614)**
Parks & Recreation Capital											
25-225-54-00-5405	BUILD PROGRAM	850	-	-	-	x	-	-	-	-	-
25-225-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	-	-	5,000	5,000		1,600	1,600	1,600	1,600	1,600
25-225-60-00-6010	PARK IMPROVEMENTS	-	-	-	33,536	x	59,464	50,000	-	-	-
25-225-60-00-6013	BEECHER CENTER PARK	-	-	-	-	x	50,000	-	-	-	-
25-225-60-00-6020	BUILDING & STRUCTURES	-	-	20,000	7,404	x	12,596	-	-	-	-
25-225-60-00-6060	EQUIPMENT	5,264	13,539	50,000	-	x	10,400	5,400	5,400	5,400	5,400
25-225-60-00-6070	VEHICLES	19,903	-	70,000	67,958	x	70,000	50,000	50,000	50,000	50,000
185 Wolf Street Building						x					
25-225-92-00-8000	PRINCIPAL PAYMENT	1,357	1,376	1,392	1,343	x	1,617	1,677	1,677	1,739	1,803
25-225-92-00-8050	INTEREST PAYMENT	862	904	974	746	x	557	497	497	435	371
25-225-99-00-9960	PAYMENT TO ESCROW AGENT	-	-	-	16,656	x	-	-	-	-	-
		28,236	**15,819**	**147,366**	**132,643**		**206,234**	**109,174**	**59,174**	**59,174**	**59,174**
Parks & Rec Capital	**Parks & Rec Capital Surplus(Deficit)**	**48,910**	**84,818**	**(141,516)**	**(73,891)**		**(67,920)**	**(3,174)**	**(3,174)**	**(3,174)**	**(3,174)**
	Parks & Rec Capital Fund Balance	**319,316**	**404,135**	**257,366**	**330,244**		**262,324**	**259,150**	**255,976**	**252,802**	**249,628**
		-	**-**	**-**	**-**		**-**	**-**	**-**	**-**	**-**
	Expenditures	**355,138**	**352,900**	**571,726**	**1,074,655**		**651,794**	**459,605**	**557,288**	**407,630**	**407,329**
		-	**-**	**-**	**-**		**-**	**-**	**-**	**-**	**-**

Account Number	Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 Projected		FY 2021 Proposed	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected
Land Cash - 72											
72-000-41-00-4175	OSLAD GRANT - RIVERFRONT PARK	-	312,671	-	-	x	-	-	-	-	-
72-000-41-00-4186	OSLAD GRANT - BRISTOL BAY	-	389,803	-	-	x	-	-	-	-	-
72-000-42-00-4216	BUILD PROGRAM PERMITS	1,505	-	-	-	x	-	-	-	-	-
72-000-46-00-4655	REIMB - GRANDE RESERVE PARK	5,701	-	-	-	x	-	-	-	-	-
72-000-47-00-4701	WHITE OAK	-	-	-	2,812	x	1,406	1,406	-	-	-
72-000-47-00-4702	WHISPERING MEADOWS	-	-	-	-	x	4,699	4,699	4,699	-	-
72-000-47-00-4703	AUTUMN CREEK	-	3,003	6,606	6,006	x	-	-	-	-	-
72-000-47-00-4704	BLACKBERRY WOODS	17,614	10,795	15,909	568	x	1,932	1,932	1,932	1,932	1,932
72-000-47-00-4706	CALEDONIA	39,261	32,214	16,341	14,094	x	4,698	4,698	4,698	-	-
72-000-47-00-4707	RIVER'S EDGE	671	-	-	-	x	671	-	-	-	-
72-000-47-00-4708	COUNTRY HILLS	6,152	769	8,000	3,076	x	4,358	4,358	4,358	-	-
72-000-47-00-4709	SALEK	3,213	-	-	-	x	-	-	-	-	-
72-000-47-00-4711	FOX HIGHLANDS	-	-	-	-	x	3,298	-	-	-	-
72-000-47-00-4722	GC HOUSING (ANTHONY'S PLACE)	-	97,162	-	-	x	-	-	-	-	-
72-000-47-00-4723	WINDETT RIDGE	50,000	10,000	-	-	x	-	-	-	-	-
72-000-47-00-4724	KENDALL MARKETPLACE	162	1,133	2,024	486	x	2,752	-	-	-	-
72-000-47-00-4725	HEARTLAND MEADOWS	-	-	-	-	x	3,522	3,522	3,522	3,522	3,522
72-000-47-00-4726	KENDALLWOOD ESTATES	-	-	-	-	x	-	-	-	-	-
72-000-47-00-4727	CIMARRON RIDGE	-	-	-	-	x	1,377	-	-	-	-
72-000-47-00-4736	BRIARWOOD	8,418	6,615	9,555	8,820	x	5,145	5,145	5,145	-	-
72-000-48-00-4850	MISCELLANEOUS INCOME	-	3,426	-	-	x	-	-	-	-	-
72-000-49-00-4910	SALE OF CAPITAL ASSETS	2,503	-	-	-	x	-	-	-	-	-
	Revenue	**135,200**	**867,591**	**58,435**	**35,862**		**33,858**	**25,760**	**24,354**	**5,454**	**5,454**
72-720-54-00-5405	BUILD PROGRAM	1,505	-	-	-	x	-	-	-	-	-
72-720-54-00-5485	RENTAL & LEASE PURCHASE	-	4,795	4,850	5,035	x	5,287	5,551	5,829	6,120	6,426
72-720-60-00-6010	PARK IMPROVEMENTS	-	267,479	-	-	x	-	-	-	-	-
72-720-60-00-6013	BEECHER CENTER PARK	-	-	-	-	x	95,000	-	-	-	-
72-720-60-00-6014	BLACKBERRY WOODS	-	-	-	-	x	-	-	-	-	-
72-720-60-00-6029	CALEDONIA PARK	-	-	-			85,000	-	-	-	-
72-720-60-00-6040	PRESTWICK	-	-	-	-	x	-	74,000	-	-	-
72-720-60-00-6043	BRISTOL BAY REGIONAL PARK	384,922	6,483	-	-	x	-	-	-	-	-
72-720-60-00-6045	RIVERFRONT PARK	276,616	41,228	-	-	x	-	-	-	-	-
72-720-60-00-6046	GRANDE RESERVE PARK	677	-	25,000	-	x	-	-	-	-	-
72-720-60-00-6047	AUTUMN CREEK	-	-	50,000			50,000	-	-	-	-
72-720-60-00-6049	RAINTREE PARK C	-	-	25,000	-	x	-	-	-	-	-
72-720-60-00-6067	BLACKBERRY CREEK NATURE PRESERVE	-	-	-	-	x	5,000	-	-	-	-

Account Number	Description		FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 Projected		FY 2021 Proposed	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected
72-720-60-00-6069	WINDETT RIDGE PARK		-	57,570	-	-	x	-	-	-	-	-
		Expenditures	**663,720**	**377,555**	**104,850**	**5,035**		**240,287**	**79,551**	**5,829**	**6,120**	**6,426**
		Surplus(Deficit)	**(528,520)**	**490,036**	**(46,415)**	**30,827**		**(206,429)**	**(53,791)**	**18,525**	**(666)**	**(972)**
		Fund Balance	**(278,204)**	**211,832**	**62,362**	**242,659**		**36,230**	**(17,561)**	**964**	**298**	**(674)**

Resolution No. 2020-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE PURCHASE OF FOUR PLAYGROUNDS FOR THE BEECHER, PURCELL, CALEDONIA, AND NORTH AUTUMN CREEK PARKS FROM PLAY ILLINOIS BURKE PLAYGROUND MANUFACTURER IN THE AMOUNT NOT TO EXCEED $228,531.54.

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 purchase of four playgrounds for the Beecher, Purcell, Caledonia, and North Autumn Creek parks from Play Illinois Burke Playground Manufacturer for the substantially in the form attached hereto marked as "Exhibit C".

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 C".

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

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

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

_____
Mayor

Attest:

_____
City Clerk

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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2020-02 and EDC 2020-11

Agenda Item Summary Memo

Title: Menards – Final Plat of Resubdivision

Meeting and Date: City Council – May 12, 2020

Synopsis: Proposed Plat of Resubdivision of Lots 1&2 in the Menards Commercial Commons

Council Action Previously Taken:

Date of Action: 10-8-19 Action Taken: Approval of Final Plat of Subdivision

Item Number: PZC 2019-21

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development

Name Department

Agenda Item Notes:

See attached memorandum.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

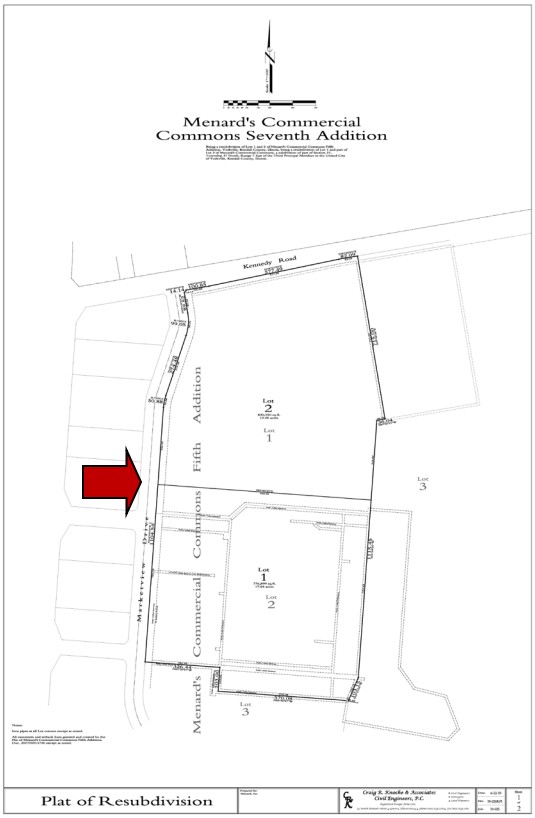
To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 3, 2019
Subject: **PZC 2020-02 Menards – Lots 1&2 of Menard's Commercial Commons Final Plat of Resubdivision Approval**

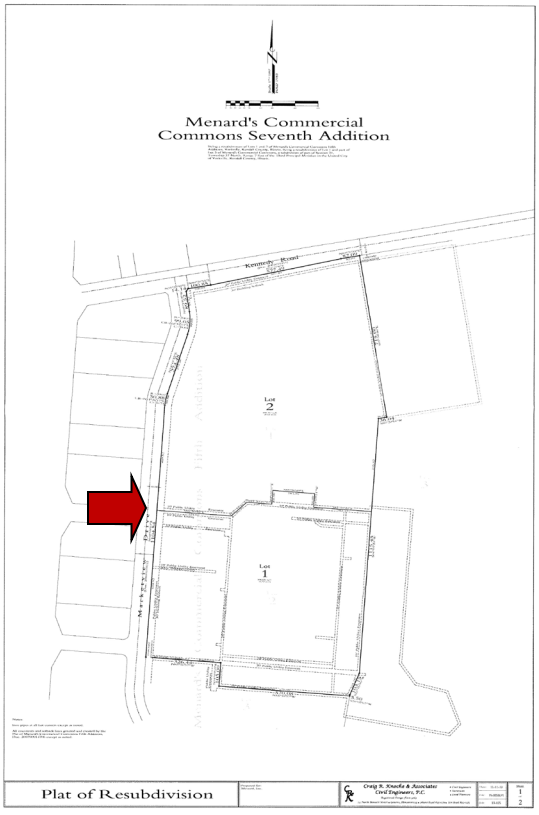
Proposed Request:

The petitioner, Tyler Edwards, on behalf of Menard., Inc. is seeking to again resubdivide Lots 1 & 2 of the recently approved final plat for the Menard's Commercial Commons. This is an approximately 37-acre parcel located in the northeast quadrant of Marketview Drive and E. Countryside Parkway. Lot 1 is improved with the Menards big-box home improvement retail store and Lot 2 is utilized for agricultural purposes, as permitted by the annexation agreement. Both lots are zoned B-3 General Business District and owned by Menard, Inc.

Proposed Final Plat of Resubdivision:

The recently approved final plat adjusted the parcel line northward separating the existing Lots 1 and 2 to allow an addition to the yard gate for an automatic express entrance lane being implemented at all of Menard's store locations. However, the petitioner is seeking to realign the parcel line again to position Lot 2 for immediate sale. While the previously approved addition of the gate will move forward, the plat is being revised to reduce the lot line to the minimum distance needed for the project and leave enough land for a future development. Below are the recently approved Final Plat (left) and the proposed Final Plat (right):





The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated November 26, 2019 were provided to the applicant (see attached). The minor revisions requested by the City Engineer will be addressed by the applicant prior to the Planning and Zoning Commission meeting and reviewed for compliance prior to final plat recordation.

Staff Comments:

Based upon the review of the proposed Final Plat of Resubdivision of Lots 1 & 2 of the Menard's Commercial Commons, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, we intend to recommend approval of the proposed Final Plat to the Planning and Zoning Commission at the March 11, 2020 meeting with final determination by the City Council at a subsequent meeting.

Should you have any questions regarding this matter; staff will be available at Tuesday night's meeting.

Attachments:

1. Copy of Petitioner's Application
2. ***Proposed*** Final Plat of Resubdivision of Menard's Commercial Commons Seventh Addition prepared by Craig R. Knoche & Associates dated 11-11-19.
3. ***Recently Approved*** Final Plat of Resubdivision of Menard's Commercial Commons Seventh Addition prepared by Craig R. Knoche & Associates dated 06-12-19.
4. EEI Letter to the City dated November 26, 2019 re: Menards Plat of Resubdivision.

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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PETITION APPLICATION		
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit $500.00	Total: $
AMENDMENT	☐ Annexation $500.00 ☐ Plan $500.00 ☐ Plat $500.00 ☐ P.U.D. $500.00	Total: $
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres ____ - 5 = ____ x $10 = ____ + $250 = $ ____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount	Total: $
REZONING *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee*	☐ $200.00 + $10 per acre for each acre over 5 acres ____ - 5 = ____ x $10 = ____ + $200 = $ ____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount	Total: $
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres ____ - 5 = ____ x $10 = ____ + $250 = $ ____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount	Total: $
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit	Total: $
PRELIMINARY PLAN FEE	☐ $500.00	Total: $
PUD FEE	☐ $500.00	Total: $
FINAL PLAT FEE	☒ $500.00	Total: $ 500
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre $1,000.00 ☐ Over 1 acre, less than 10 acres $2,500.00 ☐ Over 10 acres, less than 40 acres $5,000.00 ☐ Over 40 acres, less than 100 acres $10,000.00 ☐ Over 100 acres $20,000.00	Total: $
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services* For Annexation, Subdivision, Rezoning, and Special Use:	☐ Less than 2 acres $1,000.00 ☐ Over 2 acres, less than 10 acres $2,500.00 ☐ Over 10 acres $5,000.00	Total: $
	TOTAL AMOUNT DUE:	500

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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Tyler Edwards		COMPANY: Menard, Inc.
MAILING ADDRESS: 5101 Menard Drive		
CITY, STATE, ZIP: Eau Claire WI 54703		TELEPHONE: 715-876-2143
EMAIL: tedwards@menard-inc.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Menard, Inc.		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 1800 Marketview Drive		
TYPE OF REQUEST: ☐ PRELIMINARY PLAN ☑ FINAL PLAT ☐ AMENDED PREMILINARY PLAN ☐ AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 36.9		CURRENT ZONING CLASSIFICATION: B2
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		

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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE Real Estate Rep Menard, Inc. DATE 11/15/19

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

PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

APPLICATION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☒ FINAL PLAT	

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Tyler Edwards Real Estate Rep	COMPANY: Menard, Inc.
MAILING ADDRESS: 5101 Menard Dr	
CITY, STATE, ZIP: Eau Claire WI 54703	TELEPHONE: 715-876-2143
EMAIL: tedwards@menard-inc.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Tyler Edwards
PRINT NAME

Real Estate Rep Menard, Inc.
TITLE

SIGNATURE

11/15/16
DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

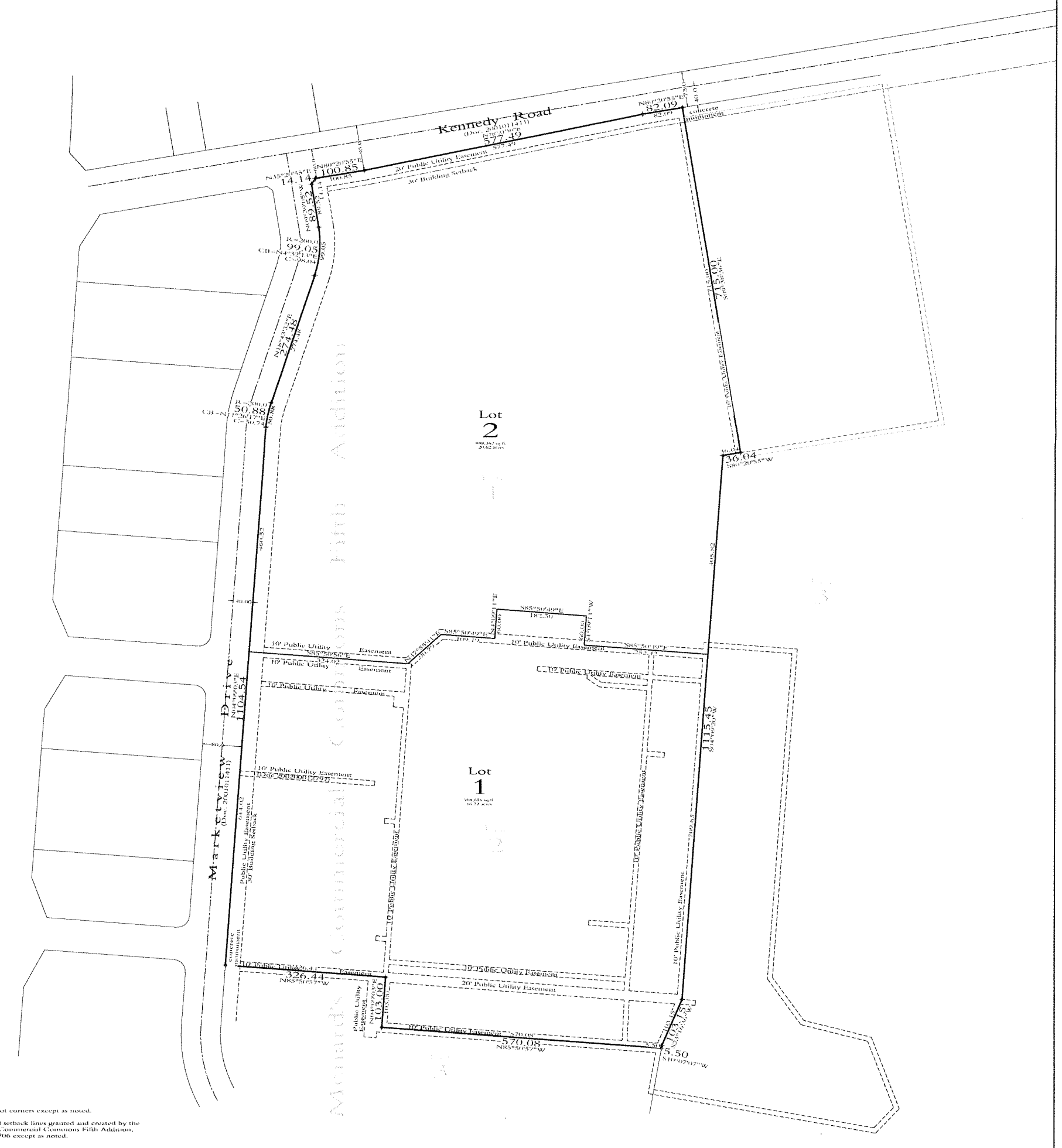
SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

Scale 1"=100'
NAD 1983

Menard's Commercial Commons Seventh Addition

Being a resubdivision of Lots 1 and 2 of Menard's Commercial Commons Fifth Addition, Yorkville, Kendall County, Illinois, being a resubdivision of Lot 1 and part of Lot 3 of Menard's Commercial Commons, a subdivision of part of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian in the United City of Yorkville, Kendall County, Illinois.



Notes:

Iron pipes at all Lot corners except as noted.

All easements and setback lines graured and created by the Plat of Menard's Commercial Commons Fifth Addition, Doc. 200700014706 except as noted.

Plat of Resubdivision

Prepared for:
Menard, Inc.

Craig R. Knoche & Associates
Civil Engineers, P.C.
Registered Design Firm 4764
24 North Bennett Street • Geneva, Illinois 60134 • phone (630) 845-1270 • fax (630) 845-1275
• Civil Engineers
• Surveyors
• Land Planners

Date:	11-11-19
File:	19-025RP1
Job:	19-025

Sheet 1 of 2

Menard's Commercial Commons Seventh Addition

State of Wisconsin } S.S.
County of Eau Claire }

This is to certify that Menard, Inc. is the owner of the lands shown and described on the annexed plat and by its duly elected officers has as such owner caused the same to be surveyed, resubdivided and platted as shown thereon for the uses and purposes therein set forth and does hereby acknowledge and adopt the same under the style and title thereon shown.

It is further certified that the lands platted herein fall within the boundaries of Yorkville Community Unit School District 115.

Given this_____day of_____, A.D.2019.

by:_____
(title)

attest:_____
(title)

Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703
715.876.2143

State of Wisconsin } S.S.
County of Eau Claire }

I,_____, a notary public in and for the County and State aforesaid do hereby certify that_____and_____, as_____and_____of Menard, Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing certificate, appeared before me this day in person and acknowledged the execution of the annexed plat of resubdivision and accompanying instrument as being pursuant to authority given and as their free and voluntary act and as the free and voluntary act of Menard, Inc.

Given under my hand and notarial seal this_____day of_____ , A.D.2013.

_____
notary public

State of Illinois } S.S.
County of Kendall }

Approved by the City Administrator of the United City of Yorkville, Illinois this _____ day of _____, A.D., 2019.

_____
City Administrator

State of Illinois } S.S.
County of Kendall }

I, _____, City Engineer for the United City of Yorkville, do hereby certify that the required improvements have been installed or the required guarantee collateral has been posted for the completion of all required improvements.

Given at Yorkville, Illinois this____day of_____, A.D.2019

_____
City Engineer

State of Illinois } S.S.
County of Kendall }

Approved and accepted by Planning and Zoning Commission of the United City of Yorkville, Illinois, this _____ day of _____, 2019.

_____
Chairman

State of Illinois } S.S.
County of Kendall }

Approved and accepted by the Mayor and the City Council of the United City of Yorkville, Illinois, this _____ day of _____, 2019.

_____
Mayor

_____
City Clerk

State of Illinois } S.S.
County of Kendall }

Approved and accepted by the Mayor and City Council of the United City of Yorkville, Illinois by Ordinance_____ at a meeting held this_____day of_____, 2019.

_____
City Clerk

State of Illinois } S.S.
County of DuPage }

This is to certify that I, John Cole Helfrich, an Illinois Professional Land Surveyor, have surveyed, resubdivided and platted those lands described as follows:

Lots 1 and 2 of Menard's Commercial Commons Fifth Addition, Yorkville, Kendall County, Illinois, being a resubdivision of Lot 1 and part of Lot 3 of Menard's Commercial Commons, a subdivision of part of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian in the United City of Yorkville, Kendall County, Illinois.

Area: 1,607,049 sq.ft., 36.89 acres

I further certify that the lands described above fall in "Zone X, Area of Minimal Flood Hazard" as defined by the Federal Emergency Management Agency based on reference to Flood Insurance Rate Maps 17093C0371H and 17093C0451H, both with effective dates of January 8, 2014.

I further certify that all subdivision monuments will be set, and I have described them on this final plat as required by the plat act (765 ILCS 205/). The exterior subdivision monuments have been set and interior monuments will be set within 12 months of the recording of this plat (section 1270-56 of the Illinois Professional Land Surveyor act of 1989).

I further certify that the lands described above lie within the corporate limits of the United City of Yorkville, which has adopted a Comprehensive Plan and Map and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code as now or hereafter amended.

I further certify that the platted lands do not border on or include any public waters of the state in which the state has property rights or interests.

I further certify that this professional service conforms to the current Illinois standards for a Boundary Survey.

All dimensions are given in feet and decimal parts thereof and are correct at 62° Fahrenheit.

Given under my Hand and Seal this_____day of_____, A.D.2019.

_____
Illinois Professional Land Surveyor 3967
exp. 11-30-20

John Cole Helfrich
Professional Land Surveyor 3967
State of Illinois

State of Illinois } S.S.
County of Kendall }

I, _____, County Clerk in Kendall County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat. I further certify that I have received all statutory fees in connection with the annexed plat. Given under my hand and seal of the County at Yorkville, Illinois this _____ day of _____, A.D., 2019.

_____
County Clerk

State of Illinois } S.S.
County of Kendall }

This Instrument No. _____, was filed for record in the Recorder's Office of Kendall County, Illinois, on the _____ day of _____, 2007 at _____O'Clock ___ :M. and was recorded in Plat Envelope No. _____.

Given under my hand and seal of the County at Yorkville, Illinois this _____ day of _____, A.D., 2019.

_____
County Recorder

Plat of Resubdivision

Prepared for:
Menard, Inc.

Craig R. Knoche & Associates
Civil Engineers, P.C.
Registered Design Firm 5763
24 North Bennett Street • Geneva, Illinois 60134 • phone (630) 845-1270 • fax (630) 845-1275
• Civil Engineers
• Surveyors
• Land Planners

Date: 11-11-19
File: 19-025RP2
Job: 19-025

Sheet 2 of 2

Scale 1"=100'

0 20 40 60 80 100 150 200 300 400

Menard's Commercial Commons Seventh Addition

Being a resubdivision of Lots 1 and 2 of Menard's Commercial Commons Fifth Addition, Yorkville, Kendall County, Illinois, being a resubdivision of Lot 1 and part of Lot 3 of Menard's Commercial Commons, a subdivision of part of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian in the United City of Yorkville, Kendall County, Illinois.

Lot 2
830,150 sq.ft.
19.06 acres

Lot 1
776,899 sq.ft.
17.84 acres

Notes:

Iron pipes at all Lot corners except as noted.

All easements and setback lines granted and created by the Plat of Menard's Commercial Commons Fifth Addition, Doc. 200700014706 except as noted.

Plat of Resubdivision

Prepared for:
Menard, Inc.

Craig R. Knoche & Associates
Civil Engineers, P.C.
Registered Design Firm 3763
24 North Bennett Street • Geneva, Illinois 60134 • phone (630) 845-1270 • fax (630) 845-1275
• Civil Engineers
• Surveyors
• Land Planners

Date:	6-12-19
File:	19-025RP1
Job:	19-025

Sheet 1 of 2

Engineering Enterprises, Inc.

January 17, 2019

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Menards Plat of Resubdivision
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the Plat of Resubdivision dated December 1, 2019 and prepared by Craig Knoche & Assoc. for the above referenced project:

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

We have reviewed the revised Plat of Resubdivision and find them to be in general conformance with the City ordinances and standards.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Jason Engberg, Senior Planner (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Tyler Edwards, Menard, Inc. (via e-mail)
TNP, NLS EEI (Via e-mail)

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE No. 2020-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF THE *MENARD'S COMMERCIAL COMMONS SEVENTH ADDITION RESUBDIVISION*

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, Menard, Inc. (the "Petitioner") has filed an application and petition for approval of the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision of Lots 1 and 2 of property generally located in the northeast quadrant of Marketview Drive and E. Countryside Parkway, an approximately 37-acre area part of a larger multi-parcel commercial development; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on March 11, 2020 to consider the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council ("the Corporate Authorities") for approval of the resubdivision and the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision for the property legally described and attached hereto and made a part hereof by reference as *Exhibit A*.

Section 3: That the Corporate Authorities hereby approve the Final Plat of Menard's Commercial Commons Seventh Addition Resubdivision as prepared by Craig R. Knoche & Associates, Geneva, Illinois, dated November 11, 2019 attached hereto and made a part hereof as *Exhibit B* and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

Section 4: That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to file a copy of this ordinance and the Final Plat of Menard's Commercial Commons Seventh Addition Resubdivision with the Kendall County Recorder of Deeds.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

_____

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____

MAYOR

EXHIBIT A
Legal Description

Being a resubdivision of Lots 1 and 2 of Menard's Commercial Commons Fifth Addition, Yorkville, Kendall County, Illinois, being a resubdivision of Lot 1 and part of Lot 3 of Menard's Commercial Commons, a subdivision of part of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian in the United City of Yorkville, Kendall County, Illinois.

EXHIBIT B
Final Plat

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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2020-03 and EDC 2020-12

Agenda Item Summary Memo

Title: PZC 2020-03 Kendall Marketplace Lot 52 – Final Plat of Resubdivision

Meeting and Date: City Council – May 12, 2020

Synopsis: Proposed Plat of Resubdivision of Lot 52 in the Kendall Marketplace Development

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Jason Engberg, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memorandum.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: May 4, 2020
Subject: **Kendall Marketplace Lot 52 Final Plat Authorization**

REQUEST SUMMARY:

The petitioner, Luz M. Padilla, Abby Properties, LLC is seeking Final Plat approval for an approximately 26.2-acre site consisting of 48 lots for single-family attached dwelling units and 2 lots for open space and future phases of development in the Kendall Marketplace Development. The property is generally located north of US 34, west of Cannonball Trail, immediately south of Blackberry Shore Lane in Yorkville, Illinois. All of the lots are zoned as R-3 Multi-Family Attached Residence District as part of the Kendall Marketplace Planned Unit Development.

Per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, the development of the property must be generally pursuant to the Conceptual Plans attached to that document (attached). The proposed Final Plat of Resubdivision keeps with the intent of the original concept plan for the townhome portion of the development. While the plan illustrates additional townhomes on Lot 2, this will be resubdivided at a later date as shown in the phasing plan submitted by HR Green. The phasing plan illustrates lots which are also consistent with the approved plan.

The proposed Final Plat of Resubdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated January 22, 2020, April 27, 2020, and May 6, 2020 were provided to the applicant (see attached). The revisions requested by the City Engineer have been addressed by the applicant prior to the City Council meeting and reviewed for compliance prior to final plat recordation.

PROJECT BACKGROUND & PREVIOUS REQUESTS:

This final plat request was originally proposed simultaneously with requests to amend the existing Planned Unit Development Agreement (Ord. 2006-125). The requests included altering the design standards set forth in Article III in the agreement as well as a reduction in land cash fees. Both of these requests have been rescinded by the petitioner. They are no longer requesting any relief from the agreement and are only seeking this final plat authorization. All information regarding the withdrawn requests may be found on the project page here: https://www.yorkville.il.us/737/Kendall-Marketplace-Lot-52.

PLANNING & ZONING COMMISSION:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on March 11, 2020 and made the following action on the motion below:

In consideration of the proposed Final Plat of Subdivision for the Kendall Marketplace Development Lot 52, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 27, 2020.

Action Item:
Horaz-yes, Marcum-yes, Millen-yes, Olson-yes, Vinyard-yes, Williams-yes.
6 ayes; 0 no

ATTACHMENTS:

1. Draft Ordinance
2. Petitioner Applications
3. Legal Description
4. Lot 52 Final Plat (May 4, 2020)
5. Kendall Marketplace Phasing Exhibit
6. EEI Comments – January 22, 2020
7. HR Green Response Letter – February 27, 2020
8. EEI Comments – April 27, 2020
9. HR Green Response Letter – April 30, 2020
10. EEI Comments – May 6, 2020
11. February 4, 2020 – EDC Staff Memorandum
12. March 11, 2020 – PZC Staff Memorandum
13. Ordinance 2006-125

Please note, as stated previously, additional information including previous applications and meeting minutes are located on the project website: https://www.yorkville.il.us/737/Kendall-Marketplace-Lot-52.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF KENDALL MARKETPLACE LOT 52 PHASE 1 RESUBDIVISION

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, Luz M. Padilla, Abby Property, LLC. (the "Petitioner") has filed an application and petition for approval of the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision of property generally located west of Northland Lane and immediately South of Blackberry Shore Lane; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on March 11, 2020, to consider the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision; and,

WHEREAS, the Planning and Zoning Commission reviewed the approved Kendall Marketplace conceptual plan adopted in Ordinance 2006-125 to ensure plat is generally pursuant; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council ("the Corporate Authorities") for approval of the resubdivision and the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision for the property legally described and attached hereto and made a part hereof by reference as *Exhibit A*.

Section 3: That the Corporate Authorities hereby approve the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision as prepared by HR Green, Aurora, Illinois, dated last revised May 4, 2020 attached hereto and made a part hereof as *Exhibit B* and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

Section 4: That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to file a copy of this ordinance and the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision with the Kendall County Recorder of Deeds.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

_____

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____

MAYOR

EXHIBIT A
Legal Description

PARCEL 1:
LOTS 52 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20, AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE OPERATION AND EASEMENT AGREEMENT DATED AS OF MAY 15, 2007, RECORDED MAY 24, 2007 AS DOCUMENT NUMBER 200700016695, KENDALL COUNTY, ILLINOIS.

EXHIBIT B
Final Plat

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INTENT AND PURPOSE:

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards and enhances the land's value. Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the city. This application is used to submit new preliminary plans and final plats but may also be used to ammend either of those documents.

This packet explains the process to successfully submit and complete an Application for a Preliminary Plan and Final Plat. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Plan Council Review
Meets on the 2nd and 4th Thursday of the Month

STAGE 3
Economic Development Committee
Meets on the 1st Tuesday of the Month

STAGE 4
Planning & Zoning Commission Public Hearing
Meets on the 2nd Wednesday of the Month

STAGE 5
City Council Public Hearing
Meets on the 2nd and 4th Tuesday of the Month

STAGE 6
Final Plat Recording
City Clerk's Office

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Two (2) 11" x 17" copies each of the proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: Three (3) full size copies and one (1) 11" by 17" copy depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments.

Within one (1) week of submittal, the Community Development Department will determine if the aplication is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

Applicant will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The applicant will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

STAGE 2: PLAN COUNCIL REVIEW

Applicant must present the proposed plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, applicant will move forward to the Planning and Zoning Commission meeting.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING

Applicant will attend a meeting conducted by the Planning & Zoning Commission. The Planning & Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. The Planning & Zoning Commission will conduct a meeting on the request, discuss the request, and make a recommendation to City Council.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

STAGE 6: FINAL PLAT RECORDING

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and four (4) paper copies. The City of Yorkville requires that you submit two (2) recorded paper copies to the Deputy Clerk.

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PETITION APPLICATION

CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☐ Annexation	$500.00	Total: $ 500.00
	☑ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
_____ - 5 = _____ x $10 = _____ + $250 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ - 5 = _____ x $10 = _____ + $200 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $
_____ - 5 = _____ x $10 = _____ + $250 = $ _____			
# of Acres / Acres over 5 / Amount for Extra Acres / Total Amount			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$1,000.00	Total: $ 5,000.00
	☐ Over 1 acre, less than 10 acres	$2,500.00	
	☑ Over 10 acres, less than 40 acres	$5,000.00	
	☐ Over 40 acres, less than 100 acres	$10,000.00	
	☐ Over 100 acres	$20,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☐ Over 10 acres	$5,000.00	
TOTAL AMOUNT DUE:			5,500.00

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:

PETITIONER INFORMATION

NAME: Luz M. Padilla
COMPANY: Abby Properties, LLC

MAILING ADDRESS: ~~1951 Rena Lane~~ 12347 Woodview

CITY, STATE, ZIP: ~~Yorkville, IL 60~~560 Plano, IL 60545
TELEPHONE: 630-273-2528

EMAIL: abbyproperties.llc@gmail.com
FAX: 630-273-2146

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Abby Properties, LLC

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:
N/A

PROPERTY STREET ADDRESS: 1000 Blackberry Shore (Lot 52) , Yorkville, IL 60560

TYPE OF REQUEST:

☐ PRELIMINARY PLAN ☑ FINAL PLAT ☐ AMENDED PREMILINARY PLAN ☐ AMENDED FINAL PLAT

TOTAL LOT ACREAGE:	CURRENT ZONING CLASSIFICATION:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: Mark Metzger	COMPANY: Law Office of Mark C. Metzger
MAILING ADDRESS: 1807 W. Diehl Rd. #105	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-615-6380
EMAIL: Mark@MarkMetzger.net	FAX: 630-225-5056

ENGINEER INFORMATION	
NAME: David Schultz	COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Drive Suite 101	
CITY, STATE, ZIP: Aurora, IL 60506	TELEPHONE: 630-553-7560
EMAIL: dschultz@hrgreen.com	FAX: 630-553-7646

LAND PLANNER/SURVEYOR INFORMATION	
NAME: Bernard Bauer	COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Drive Suite 101	
CITY, STATE, ZIP: Aurora, IL 60506	TELEPHONE: 630-553-7560
EMAIL: bbauer@hrgreen.com	FAX: 630-553-7646

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Ashley Rhea Shields dotloop verified 12/20/19 10:43 AM CST MR29-BHP5-QRLV-CG3I

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Luz M. Padilla for Abby Properties LLC dotloop verified 12/20/19 10:44 AM CST TRAI-VRRZ-V8MG-RG2H

OWNER SIGNATURE _____ DATE _____

dotloop signature verification: dtlp.us/EiAd-lWd6-j2UW

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

PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

APPLICATION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ FINAL PLAT	

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-273-2528
EMAIL: abbyproperties.llc@gmail.com	FAX: 630-273-2146

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Luz M. Padilla	President
PRINT NAME	TITLE
Luz M. Padilla for Abby Properties LLC dotloop verified 12/20/19 10:44 AM CST UEJM-OLAW-MS4Q-D3C8	12/20/2019
SIGNATURE	DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

Exhibit A

Legal Description

PARCEL 1:
LOTS 52 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20, AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE OPERATION AND EASEMENT AGREEMENT DATED AS OF MAY 15, 2007, RECORDED MAY 24, 2007 AS DOCUMENT NUMBER 200700016695, KENDALL COUNTY, ILLINOIS.

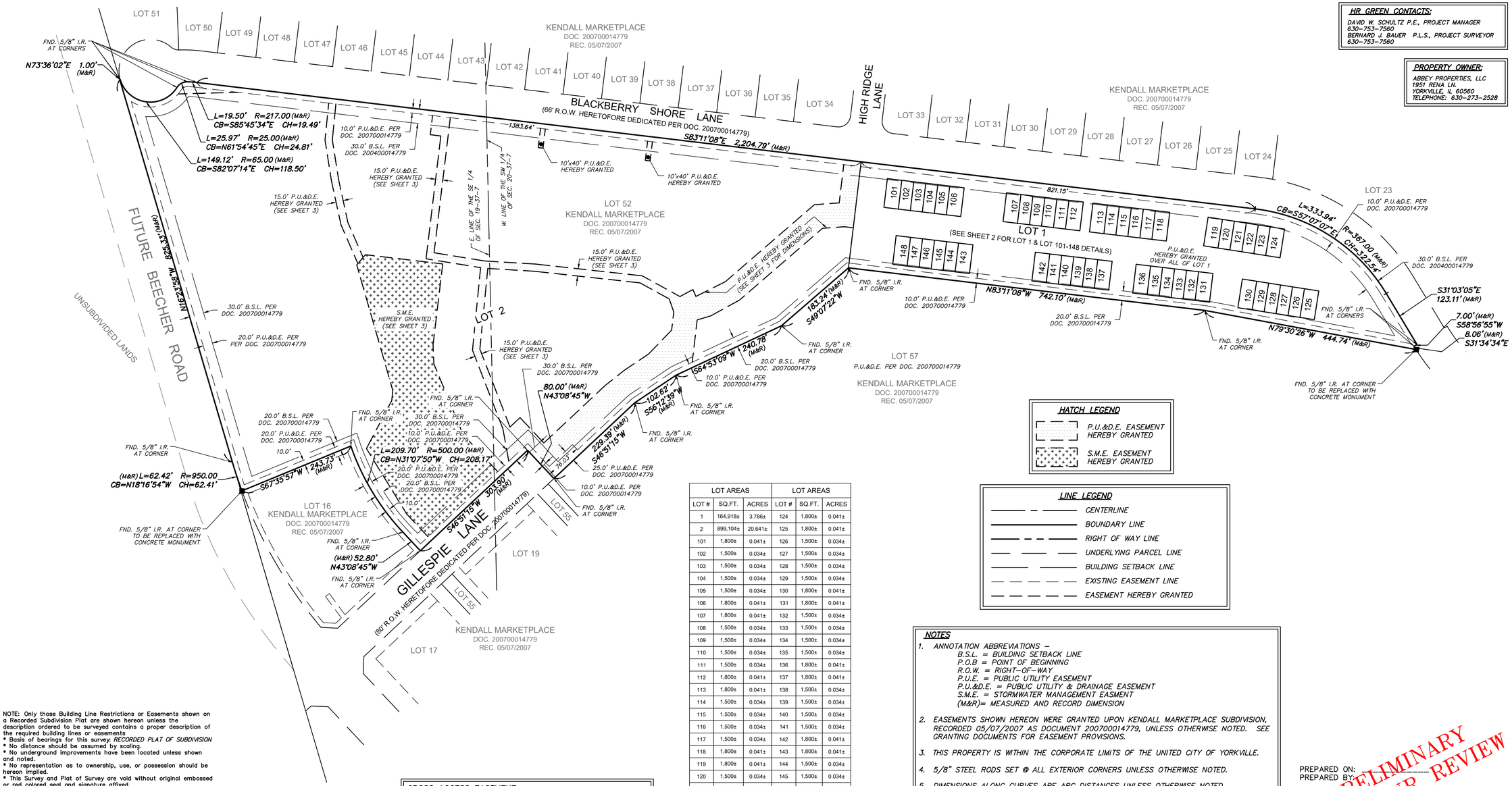
Tax PINS: 02-20-353-010; 02-20-353-011 AND 02-19-481-001

Address: 1000 Blackberry Shore Road, Yorkville, Illinois 60560

PINs: 02-19-481-001
02-20-353-010
02-20-353-011

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2007 AS DOCUMENT 2007000014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560

PROPERTY OWNER:
ABBEY PROPERTIES, LLC
1951 RENA LN.
YORKVILLE, IL 60560
TELEPHONE: 630-273-2528

LOT AREAS			LOT AREAS		
LOT #	SQ.FT.	ACRES	LOT #	SQ.FT.	ACRES
1	164,918±	3.786±	124	1,800±	0.041±
2	899,104±	20.641±	125	1,800±	0.041±
101	1,800±	0.041±	126	1,500±	0.034±
102	1,500±	0.034±	127	1,500±	0.034±
103	1,500±	0.034±	128	1,500±	0.034±
104	1,500±	0.034±	129	1,500±	0.034±
105	1,500±	0.034±	130	1,800±	0.041±
106	1,800±	0.041±	131	1,800±	0.041±
107	1,800±	0.041±	132	1,500±	0.034±
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112	1,800±	0.041±	137	1,800±	0.041±
113	1,800±	0.041±	138	1,500±	0.034±
114	1,500±	0.034±	139	1,500±	0.034±
115	1,500±	0.034±	140	1,500±	0.034±
116	1,500±	0.034±	141	1,500±	0.034±
117	1,500±	0.034±	142	1,800±	0.041±
118	1,800±	0.041±	143	1,800±	0.041±
119	1,800±	0.041±	144	1,500±	0.034±
120	1,500±	0.034±	145	1,500±	0.034±
121	1,500±	0.034±	146	1,500±	0.034±
122	1,500±	0.034±	147	1,500±	0.034±
123	1,500±	0.034±	148	1,800±	0.041±

TOTAL LAND AREA: 1,141,501± SQ.FT. OR 26.205± ACRES

CROSS ACCESS EASEMENT

A CROSS ACCESS EASEMENT OVER PRIVATE DRIVEWAYS AND SIDEWALKS ON LOT 1 AND LOT 2 IS HEREBY GRANTED FOR THE BENEFIT OF ALL LOTS WITHIN THIS SUBDIVISION AND ANY FUTURE PHASES WITHIN THE BOUNDARIES OF THIS SUBDIVISION.

HATCH LEGEND

- P.U.&D.E. EASEMENT HEREBY GRANTED
- S.M.E. EASEMENT HEREBY GRANTED

LINE LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- UNDERLYING PARCEL LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- EASEMENT HEREBY GRANTED

NOTES

1. *ANNOTATION ABBREVIATIONS –*
   B.S.L. = BUILDING SETBACK LINE
   P.O.B = POINT OF BEGINNING
   R.O.W. = RIGHT-OF-WAY
   P.U.E. = PUBLIC UTILITY EASEMENT
   P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
   S.M.E. = STORMWATER MANAGEMENT EASMENT
   (M&R)= MEASURED AND RECORD DIMENSION
2. *EASEMENTS SHOWN HEREON WERE GRANTED UPON KENDALL MARKETPLACE SUBDIVISION, RECORDED 05/07/2007 AS DOCUMENT 2007000014779, UNLESS OTHERWISE NOTED. SEE GRANTING DOCUMENTS FOR EASEMENT PROVISIONS.*
3. *THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.*
4. *5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED.*
5. *DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.*
6. *PROPERTY ZONING IS R-3 (PUD) IN THE UNITED CITY OF YORKVILLE.*
7. *BUILDINGS AND IMPROVEMENTS RELATED TO THE CONSTRUCTION OR THE RESIDENTIAL BUILDINGS UPON LOTS 101 THROUGH 123, INCLUSIVE, WILL BE SUBJECT TO THE CITY OF YORKVILLE'S BUILDING PERMIT REVIEW PROCESS.*

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements
* Basis of bearings for this survey: *RECORDED PLAT OF SUBDIVISION*
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* Field work for this survey was completed on *12/09/19*.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

5/4/2020 10:21:26 PM
J:\2017\170053\Survey\Dwgs\170053-KMP_LOT52_PH1_FP.dwg

Xrefs: 170053-FP_Base; 170053-060161.06-PB; 171664-RD_Base; 871-AS-BUILT-DWS-CURRENT2017

PREPARED ON:
PREPARED BY:

PRELIMINARY FOR YOUR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
LICENSE EXPIRES: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	02/04/20	BJB	PER EEI COMMENTS
2	04/23/20	BJB	ADDED HEREBY GRANTED P.U.&D.E.
3	04/27/20	BJB	REVISIONS PER EEI LETTER, DATED 04/27/20
4	05/04/20	BJB	PER EEI COMMENTS

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com
HRGreen

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: XXX
JOB DATE: 12/12/2019
JOB NO: 170053

SHEET
1 OF 4

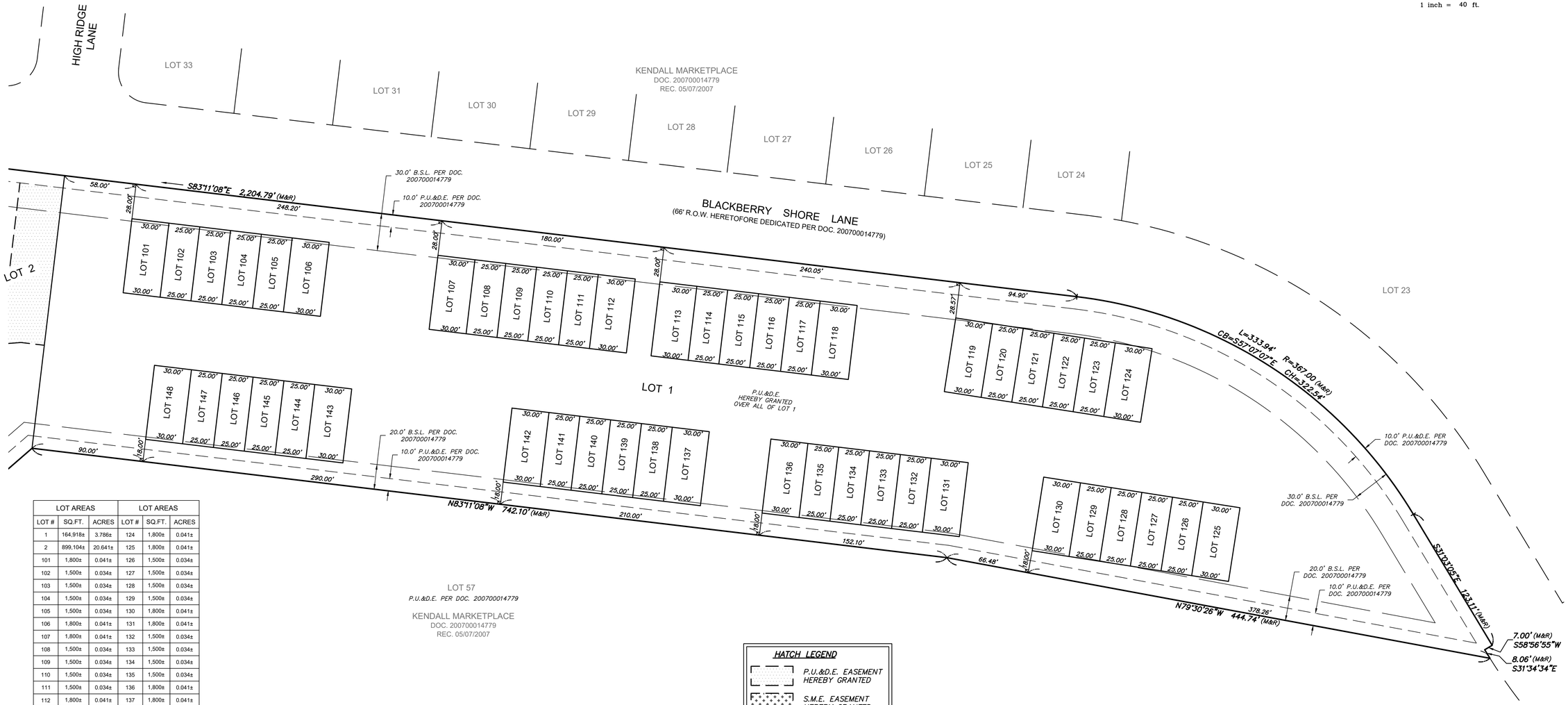
PINs: 02-19-481-001
02-20-353-010
02-20-353-011

FINAL PLAT OF RESUBDIVISION

KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2007 AS DOCUMENT 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.



LOT AREAS			LOT AREAS		
LOT #	SQ.FT.	ACRES	LOT #	SQ.FT.	ACRES
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HATCH LEGEND

- P.U.&D.E. EASEMENT HEREBY GRANTED
- S.M.E. EASEMENT HEREBY GRANTED

LINE LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- UNDERLYING PARCEL LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- EASEMENT HEREBY GRANTED

PREPARED ON:
PREPARED BY:

PRELIMINARY NOT FOR YOUR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
LICENSE EXPIRES: 11/30/20

5/4/2020 10:21:26 PM
J:\2017\170053\Survey\Dwgs\170053-KMP_LOT52_PH1_FP.dwg

Xrefs: 170053-FP_Base; 170053-060161.06-PB; 171664-RD_Base; 871-AS-BUILT-DWG-CURRENT2017

NO.	DATE	BY	REVISION DESCRIPTION
1	02/04/20	BJB	PER EEI COMMENTS
2	02/27/20	BJB	ADDED HEREBY GRANTED P.U.&D.E.
3	04/29/20	BJB	REV. ESMTS PER EEI LETTER, DATED 04/27/20
4	05/04/20	BJB	PER EEI COMMENTS

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7580 f. 630.553.7646
www.hrgreen.com
HRGreen

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 1"
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: XXX
JOB DATE: 12/12/19
JOB NO: 170053

SHEET
2 OF 4

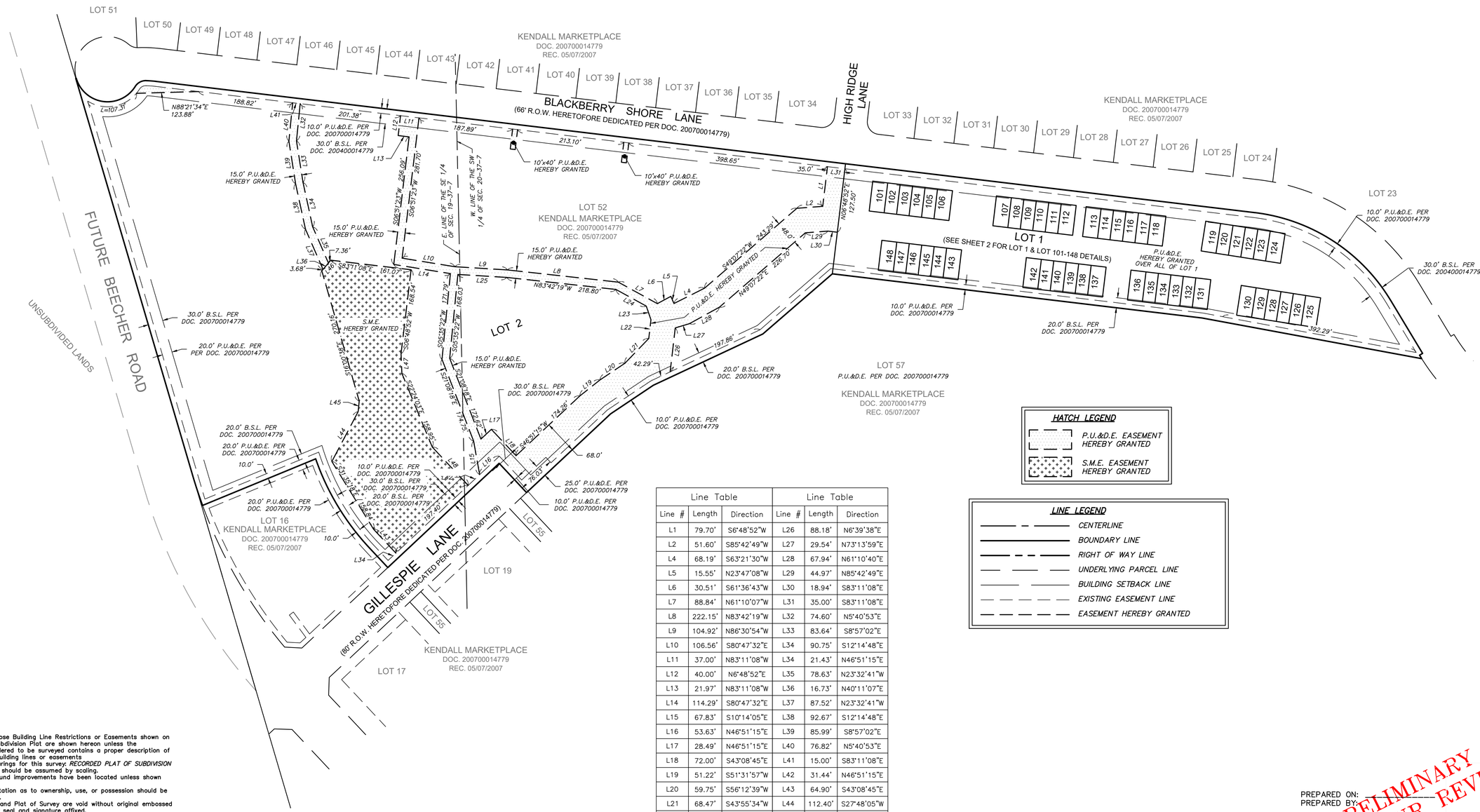
FINAL PLAT OF RESUBDIVISION

KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2007 AS DOCUMENT 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-19-481-001
02-20-353-010
02-20-353-011

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.



Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	79.70'	S6°48'52"W	L26	88.18'	N6°39'38"E
L2	51.60'	S85°42'49"W	L27	29.54'	N73°13'59"E
L4	68.19'	S63°21'30"W	L28	67.94'	N61°10'40"E
L5	15.55'	N23°47'08"W	L29	44.97'	N85°42'49"E
L6	30.51'	S61°36'43"W	L30	18.94'	S83°11'08"E
L7	88.84'	N61°10'07"W	L31	35.00'	S83°11'08"E
L8	222.15'	N83°42'19"W	L32	74.60'	N5°40'53"E
L9	104.92'	N86°30'54"W	L33	83.64'	S8°57'02"E
L10	106.56'	S80°47'32"E	L34	90.75'	S12°14'48"E
L11	37.00'	N83°11'08"W	L34	21.43'	N46°51'15"E
L12	40.00'	N6°48'52"E	L35	78.63'	N23°32'41"W
L13	21.97'	N83°11'08"W	L36	16.73'	N40°11'07"E
L14	114.29'	S80°47'32"E	L37	87.52'	N23°32'41"W
L15	67.83'	S10°14'05"E	L38	92.67'	S12°14'48"E
L16	53.63'	N46°51'15"E	L39	85.99'	S8°57'02"E
L17	28.49'	N46°51'15"E	L40	76.82'	N5°40'53"E
L18	72.00'	S43°08'45"E	L41	15.00'	S83°11'08"E
L19	51.22'	S51°31'57"W	L42	31.44'	N46°51'15"E
L20	59.75'	S56°12'39"W	L43	64.90'	S43°08'45"E
L21	68.47'	S43°55'34"W	L44	112.40'	S27°48'05"W
L22	37.75'	S6°39'38"W	L45	21.04'	S5°42'04"W
L23	28.67'	S19°07'20"E	L46	27.77'	N40°11'07"E
L24	68.84'	S61°10'07"E	L47	39.17'	S2°20'38"E
L25	97.70'	N86°30'54"W	L48	104.67'	S43°08'45"E

HATCH LEGEND

- P.U.&D.E. EASEMENT HEREBY GRANTED
- S.M.E. EASEMENT HEREBY GRANTED

LINE LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- UNDERLYING PARCEL LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- EASEMENT HEREBY GRANTED

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements
* Basis of bearings for this survey: *RECORDED PLAT OF SUBDIVISION*
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* Field work for this survey was completed on *12/09/19*.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

5/4/2020 10:21:26 PM

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Xrefs: 170053-FP_Base; 170053-060161.06-PB; 171664-RD_Base; 871-AS-BUILT-DWS-CURRENT2017

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FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 1"
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: XXX
JOB DATE: 12/12/2019
JOB NO: 170053

SHEET
3 OF 4

PREPARED ON:
PREPARED BY:

PRELIMINARY FOR YOUR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
LICENSE EXPIRES: 11/30/20

PINs: 02-19-481-001
02-20-353-010
02-20-353-011

FINAL PLAT OF RESUBDIVISION
KENDALL MARKETPLACE
LOT 52 PHASE 1 RESUBDIVISION

A RESUBDIVISION OF LOT 52 IN KENDALL MARKETPLACE, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 19 AND PART OF THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2007 AS DOCUMENT 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

OWNERSHIP CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____, AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____, _____, THIS _____ DAY OF _____, 20___.

_____
CORPORATION NAME

_____
COMPLETE ADDRESS

BY: _____ _____
PRESIDENT SECRETARY

_____ _____
PRINTED NAME PRINTED NAME

NOTARY CERTIFICATE

STATE OF _____)
) S.S.
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____, 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 PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 20___.

_____
NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,

ILLINOIS, THIS _____DAY OF _____ 20_____.

_____
COUNTY CLERK

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____DAY OF_____, 20____.

_____
CHAIRMAN

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____DAY OF_____, 20____.

_____
CITY ADMINISTRATOR

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No._____ AT A MEETING HELD THIS _____DAY OF_____, 20____.

_____
CITY CLERK

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF_____, 20____.

_____
MAYOR

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

_____
CITY ENGINEER

EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. PRIVATE OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT": CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING", AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE:
KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR – A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. ON THIS _____ DAY OF _____, 20____, AT _____O'CLOCK ____M.

_____
KENDALL COUNTY RECORDER

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, _____, REGISTERED PROFESSIONAL ENGINEER AND _____, OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS _____ DAY OF _____,20___.

_____ _____
OWNER (OR DULY AUTHORIZED ATTORNEY) REGISTERED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 52 IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20 AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C0037H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS, THIS ___ DAY OF _____, 20____.

PRELIMINARY FOR YOUR REVIEW

_____
BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	02/04/20	BJB	PER EEI COMMENTS
2	04/23/20	BJB	ADDED HEREBY GRANTED P.U.&D.E.
3	04/27/20	BJB	REV. ESMTS PER EEI LETTER, DATED 04/27/20
4	05/04/20	BJB	PER EEI COMMENTS

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7646
www.hrgreen.com
HRGreen

FINAL PLAT OF RESUBDIVISION
LOT 52 KENDALL MARKETPLACE RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 1"
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MRF
JOB DATE: 12/12/19
JOB NO: 170053

SHEET
4 OF 4

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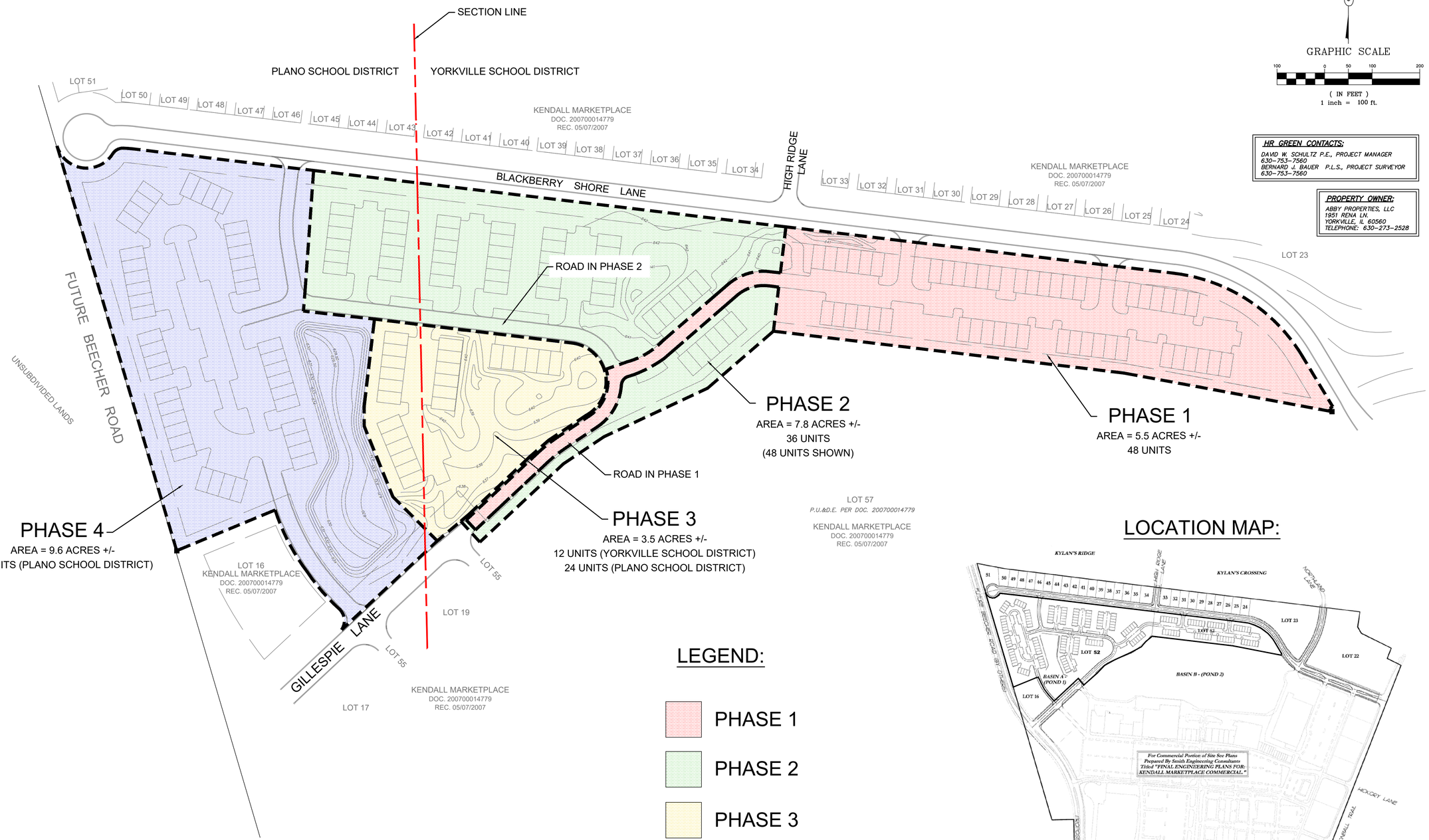
Xrefs: 170053-FP_Base; 170053-060161.06-PB; 171664-RD_Base; 871-AS-BUILT-DWS-CURRENT2017

KENDALL MARKETPLACE
POTENTIAL PHASING EXHIBIT



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

HR GREEN CONTACTS:

DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560

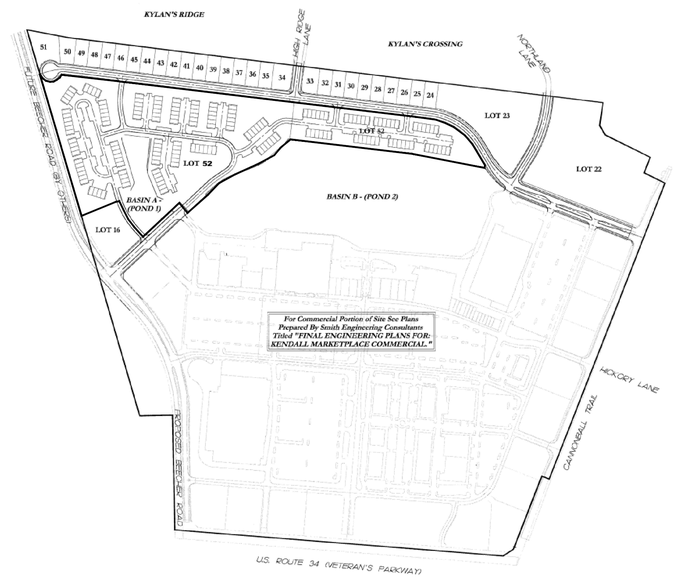
PROPERTY OWNER:

ABBY PROPERTIES, LLC
1951 RENA LN.
YORKVILLE, IL 60560
TELEPHONE: 630-273-2528

LEGEND:

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

LOCATION MAP:



NO.	DATE	BY	REVISION DESCRIPTION

Illinois Professional Design Firm # 184-001322
2363 Sequoia Drive, Suite 101,
Aurora, Illinois 60506
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KENDALL MARKETPLACE
POTENTIAL PHASING EXHIBIT

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0 1"
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: NRS
APPROVED: DWS
JOB DATE: 12/20/2019
JOB NO: 170053

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Xrefs: 170053-060161.06-PB

Engineering Enterprises, Inc.

January 22, 2020

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Kendall Marketplace – Lot 52
Final Plat Review
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 1 dated December 12, 2019 and prepared by HR Green

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

1. The title for the surveyor's certificate should be moved off the venue section of the certificate.

2. The document number should be listed on the plat that granted the ingress egress easement that is referenced in the Final Plat of Subdivision Kendall Marketplace subdivision.

3. A blanket easement on Lot 1 is needed for the existing storm sewer, sanitary sewer and watermain.

4. All final engineering items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Jason Engberg, Senior Planner (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Luz Padilla, Abby Properties, Inc (via e-mail)
Mr. David Schultz, HRGreen (via e-mail)
TNP, NLS EEI (Via e-mail)

HRGreen

2363 Sequoia Drive | Suite 101 | Aurora, IL 60506
Main 630.553.7560 + **Fax** 630.553.7646

HRGREEN.COM

February 27, 2020

United City of Yorkville
Ms. Krysti Barksdale-Noble
Community Development Director
800 Game Farm Road
Yorkville, IL 60560

RE: Kendall Marketplace – Lot 52 Preliminary Engineering Review
United City of Yorkville
Response to Final Engineering Comments No. 1
HR Green Job No.: 170053

Dear Ms. Barksdale-Noble:

Please see below our responses to Engineering Enterprise, Inc. (EEI) review comment letter dated January 22, 2020. Responses to each comment are shown in **bold** following the comment.

1. The title for the surveyor's certificate should be moved off the venue section of the certificate.
   RESPONSE:
   Revised as requested.

2. The document number should be listed on the plat that granted the ingress egress easement that is referenced in the Final Plat of Subdivision Kendall Marketplace subdivision.
   RESPONSE:
   Not applicable to Lot 52 as that granted easement pertains to cross access of the commercial properties of the Kendall Marketplace Final Plat. Lot 52 was or is not included.

3. A blanket easement on Lot 1 is needed for the existing storm sewer, sanitary sewer and watermain.
   RESPONSE:
   Revised to include PU & DE easements for the utilities mentioned. Easement provisions have also been added to the plat as well.

4. All Final Engineering Items will need to be addressed, including confirmation of planned improvements, permitting, updated engineer's estimate and performance security, etc.
   RESPONSE:
   Noted.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC.

David Schultz, PE, LEED AP
Project Manager

DS/cm

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Engineering Enterprises, Inc.

April 27, 2020

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Kendall Marketplace – Lot 52
Final Plat Review
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 1 dated February 27, 2020 and prepared by HR Green

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

1. Cross access easements will be needed over all private drives and walks on lots 1 and 2 for the benefit of lots 1 and 2. Provisions will also need to be added to the plat.

2. All utilities that are proposed will need to be in utility easements. This includes any utilities in lot 2 that are not being constructed in Phase 1.

3. Storm water management easements will be needed over the detention areas on lot 2.

The plat should be revised and resubmitted for further review. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Jason Engberg, Senior Planner (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Luz Padilla, Abby Properties, Inc (via e-mail)
Mr. David Schultz, HRGreen (via e-mail)
TNP, NLS EEI (Via e-mail)

HRGreen

2363 Sequoia Drive | Suite 101 | Aurora, IL 60506
Main 630.553.7560 + Fax 630.553.7646

HRGREEN.COM

April 30, 2020

United City of Yorkville
Ms. Krysti Barksdale-Noble
Community Development Director
800 Game Farm Road
Yorkville, IL 60560

RE: Kendall Marketplace – Lot 52 Engineering & Plat Review
United City of Yorkville
Response to Final Engineering Comments No. 2
HR Green Job No.: 170053

Dear Ms. Barksdale-Noble:

Please see below our responses to Engineering Enterprise, Inc. (EEI) review comment letter dated April 27, 2020. Responses to each comment are shown in **bold** following the comment.

1. Cross access, easements will be needed over all private drives and walks on lots 1 and 2 for the benefit of lots 1 and 2. Provisions will also need to be added to the plat.
   RESPONSE:
   A note has been added to the face of the plat, granting blanket cross access easement.

2. All utilities that are proposed will need to be in utility easements. This includes any utilities in lot 2 that are not being constructed in Phase 1.
   RESPONSE:
   The PU&DE upon lot one has been changed to a blanket easement over all of Lot 1. A 15-foot-wide PU&DE has been added over the previously installed storm and sanitary sewers. A 15-foot-wide PU&DE will also be granted over the proposed sanitary sewer, which is to be installed as part of Phase 1 permit.

   It is our opinion that easements for future phase utilities will be granted as a part of future resubdivision plats, as their configuration may be subject to change per final plat at that time

3. Storm water management easements will be needed over the detention areas on lot 2.
   RESPONSE:
   SME added for the existing stormwater basin.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC.

David Schultz, PE, LEED AP
Project Manager

DS/cm

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Kendall Marketplace Townhomes - Lot 52 Residential
UNITED CITY OF YORKVILLE
HR GREEN
JOB NUMBER: 170053
PLAN SET DATE: 04/07/2020
LOCATION: KMP TOWNHOMES
REVISED: 5/5/2020

PUBLIC IMPROVEMENTS- FOR PERMIT (PUBLIC) - PHASE 1
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
1.00	**CONSTRUCTION ACCESS**				
1.01	STABILIZED CONSTRUCTION ACCESS	L.SUM	1	$ 2,500.00	$ 2,500.00
1.00	**Sub-Total**				**$ 2,500.00**

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
2.00	**EROSION CONTROL**				
2.01	PERIMETER EROSION BARRIER	FOOT	6,908	$ 2.50	$ 17,270.00
2.02	TEMPORARY EROSION CONTROL SEEDING	POUND	613.0	$ 5.00	$ 3,065.00
2.03	INLET PROTECTION (ROADWAY ONLY)	EACH	21	$ 150.00	$ 3,150.00
2.04	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT.& MONITORING	L.SUM	1	$ 2,000.00	$ 2,000.00
2.05	TOPSOIL STRIP, 4" ASSUMED	CU.YD.	3,296.00	$ 4.00	$ 13,184.00
2.06	TOPSOIL PLACEMENT (4" MIN) - ASSUMES RESPEAD OF SITE	CU.YD.	3,296.00	$ 4.00	$ 13,184.00
2.00	**Sub-Total**				**$ 51,853.00**

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
3.00	**STORM SEWER CONSTRUCTION**				
3.01	TRENCH BACKFILL	CU. YD.	524	$ 35.00	$ 18,340.00
3.02	INLETS, TYPE A, 2'-DIAMETER, TYPE 8 FRAME AND GRATE	EACH	4	$ 1,600.00	$ 6,400.00
3.03	INLETS, TYPE A, 2'-DIAMETER, R-3015	EACH	3	$ 1,600.00	$ 4,800.00
3.04	CATCH BASINS, TYPE A, 2'-DIAMETER, R-2502	EACH	1	$ 1,600.00	$ 1,600.00
3.05	CATCH BASINS, TYPE A, 4'-DIAMETER, R-2502	EACH	3	$ 2,800.00	$ 8,400.00
3.06	CATCH BASINS, TYPE A, 4'-DIAMETER, R-3015	EACH	2	$ 2,800.00	$ 5,600.00
3.07	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	$ 2,800.00	$ 8,400.00
3.08	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	348	$ 50.00	$ 17,400.00
3.09	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	306	$ 55.00	$ 16,830.00
3.10	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 18"	FOOT	455	$ 60.00	$ 27,300.00
3.11	VIDEO TAPING STORM SEWERS (ASBUILT - RECORD)	FOOT	1,109	$ 1.50	$ 1,663.50
3.00	**Sub-Total**				**$ 116,733.50**

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
4.00	**WATER MAIN CONSTRUCTION**				
4.01	TRENCH BACKFILL	CU. YD.	939	$ 35.00	$ 32,865.00
4.02	WATER MAIN, 8" DI	FOOT	1,015	$ 75.00	$ 76,125.00
4.03	WATER MAIN, 16" DI	FOOT	594	$ 130.00	$ 77,220.00
4.04	8" VALVE AND VALVE BOX	EACH	3	$ 2,500.00	$ 7,500.00
4.05	16" VALVE AND VALVE VAULT 5' DIA	EACH	2	$ 6,500.00	$ 13,000.00
4.06	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	$ 4,800.00	$ 28,800.00
4.07	CONNECTION TO EXISTING WATER MAIN STUB AND VALVE VAULT	EACH	3	$ 1,500.00	$ 4,500.00
4.08	WATER MAIN TESTING AND DISINFECTION	L.SUM	1	$ 2,000.00	$ 2,000.00
4.00	**Sub-Total**				**$ 242,010.00**

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
5.00	**SANITARY SEWER IMPROVEMENTS**				
5.01	TRENCH BACKFILL	CU.YD	1,165	$ 35.00	$ 40,775.00
5.02	8 - INCH SDR 26, PVC, SANITARY SEWER	FOOT	1,748	$ 55.00	$ 96,140.00
5.03	SANITARY MANHOLE, 4' DIA.	EACH	9	$ 3,500.00	$ 31,500.00
5.04	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EACH	2	$ 850.00	$ 1,700.00
5.05	TELEVISING AND TESTING	L.SUM	1	$ 1,500.00	$ 1,500.00
5.00	**Sub-Total**				**$ 171,615.00**

Kendall Marketplace Townhomes - Lot 52 Residential
UNITED CITY OF YORKVILLE
HR GREEN
JOB NUMBER: 170053
PLAN SET DATE: 04/07/2020
LOCATION: KMP TOWNHOMES
REVISED: 5/5/2020

PUBLIC IMPROVEMENTS- FOR PERMIT (PUBLIC) - PHASE 1
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
6.00	**PUBLIC ROW ENTRANCE/CONNECTIONS/REMOVAL**				
	CONCRETE				
6.01	P.C.C. SIDEWALK (5" PCC, 2" CA-7)	SQ. FT.	620	$ 5.50	$ 3,410.00
6.02	COMBINATION CONCRETE CURB AND GUTTER, TYPE (B-6.12)	FOOT	140	$ 28.00	$ 3,920.00
6.03	AGGREGATE BASE COURSE MATERIAL (CA-6), 4" TYPE B OR APPROVED EQUAL	SQ. YD.	24	$ 7.00	$ 168.00
6.04	CURB AND GUTTER REMOVAL	FOOT	186	$ 15.00	$ 2,790.00
6.05	SIDEWALK REMOVAL	SQ. FT.	500	$ 4.00	$ 2,000.00
	PAVEMENT				
6.06	AGGREGATE BASE COURSE MATERIAL (CA-6), 10" TYPE B OR APPROVED EQUAL	SQ. YD.	1,744	$ 12.00	$ 20,928.00
6.07	BITUMINOUS MATERIALS (TACK COAT)	POUND	400	$ 0.35	$ 140.00
6.08	BITUMINOUS MATERIALS (PRIME COAT)	POUND	5,500	$ 0.35	$ 1,925.00
6.09	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (2.5")	TON	251	$ 65.00	$ 16,315.00
6.10	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50 (1.5")	TON	151	$ 70.00	$ 10,570.00
6.00	**Sub-Total**				**$ 62,166.00**

TOTAL COST	**$ 646,877.50**
PERFORMANCE GUARANTEE BOND (120%)	**$ 776,253.00**

Project Assumptions/Notes/Comments:

HRG is not a construction cost estimator or construction contractor, nor should HRG'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. HRG'S opinion will be based solely upon his or her own experience with construction. This requires HRG to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which HRG has no control. Given the assumptions which must be made, HRG cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against HRG relative to the accuracy of HRG'S opinion of probable construction cost.

Engineering Enterprises, Inc.

May 6, 2020

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Kendall Marketplace – Lot 52
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Final Plat for Resubdivision of Kendall Marketplace Lot 52 Phase 1 dated February 27, 2020, revised May 4, 2020 and prepared by HR Green
- Public Improvements – Phase 1 Engineer's Opinion of Probable Construction Costs dated May 5, 2020

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

We find the final plat and engineer's opinion of probable construction cost to be in general conformance with the City ordinances and standards. A performance guarantee in the amount of **$776,253.00** needs to be on file with the City prior to execution of the final plat.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

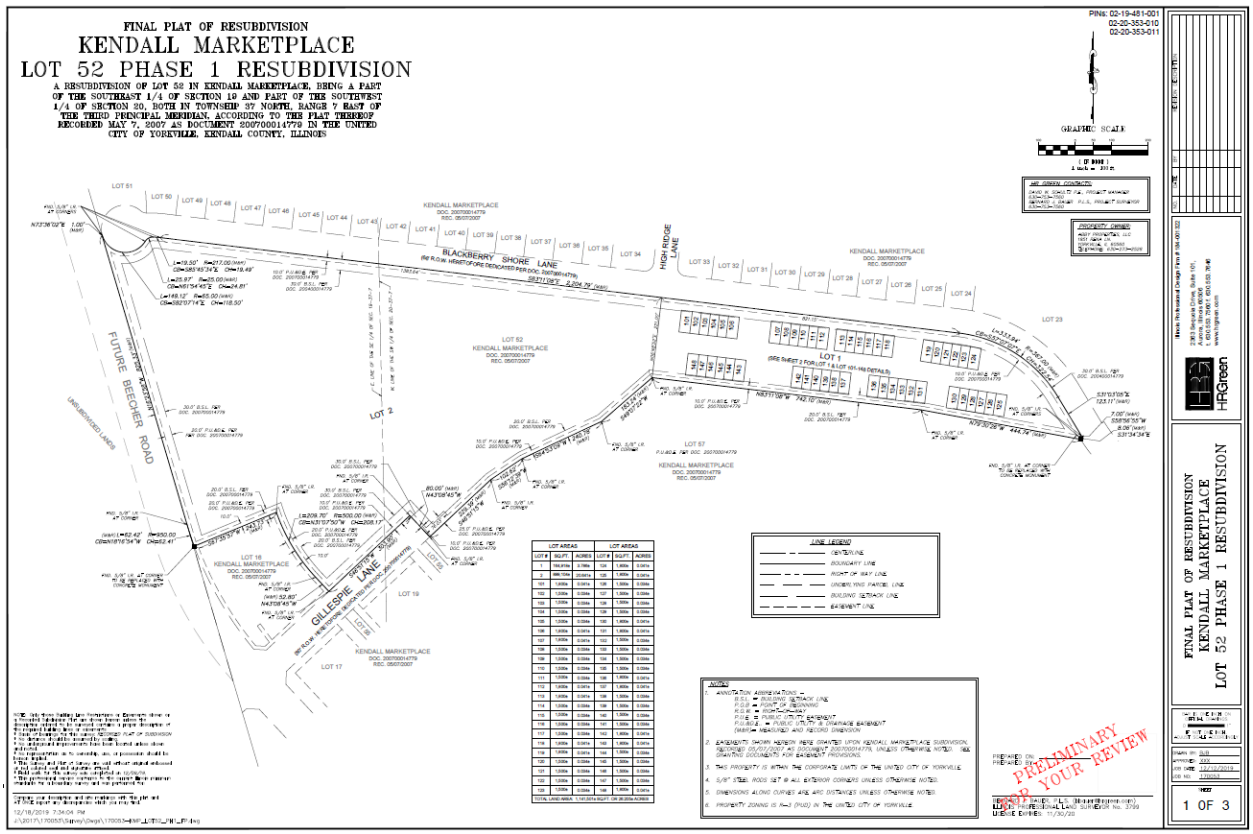
pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Jason Engberg, Senior Planner (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Pete Ratos, Building Department (via e-mail)
Ms. Dee Weinert, Admin Assistant (via e-mail)
Ms. Lisa Pickering, City Clerk (via e-mail)
Mr. Luz Padilla, Abby Properties, Inc (via e-mail)
Mr. David Schultz, HRGreen (via e-mail)
TNP, NLS EEI (Via e-mail)

Memorandum

To: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Krysti Barksdale-Noble, Community Development Director
Bart Olson, City Administrator
Date: January 29, 2020
Subject: **PZC 2020-03 Kendall Marketplace Lot 52 – Phase 1 (PUD Amendment, Final Plat)**

PROPOSED REQUEST:

The petitioner, Luz M. Padilla, Abby Properties, LLC is seeking to amend Article III, Part 2 of Ordinance 2006-125 to modify the design standards for single-family attached homes. The petitioner is seeking to change the language to align with the approved single-family detached requirements approved in 2018. Additionally, the petitioner is seeking Final Plat approval for an approximately 26.2-acre site consisting of 48 lots for single-family attached dwelling units and 2 lots for open space and future phases of development.



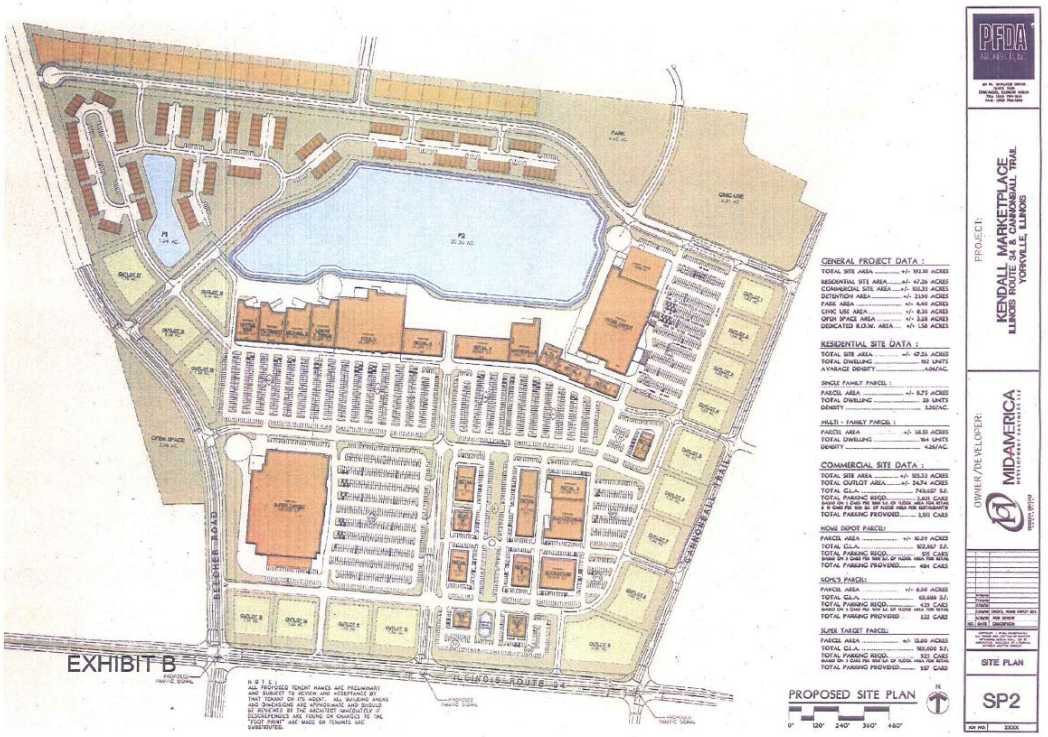
PROPERTY SUMMARY:

The subject property is currently zoned as R-3 Multi-Family Attached Residence District as part of the Kendall Marketplace Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	R-2 Single-Family Traditional Residence District	Detached Homes Kylyn's Ridge Subdivision
East	B-3 General Business District R-1 Single-Family Suburban Residence District R-3 Multi-Family Attached Residence District	Home Depot Baseball Field Farmland
South	B-3 General Business District	Retention Pond
West	A-1 Agricultural (Kendall County)	Farmland

EXISTING DEVELOPMENT AGREEMENT:

Per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, "[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B" as illustrated below:



Conceptual Plan – The proposed Final Plat of Resubdivision keeps with the intent of the original concept plan for the townhome portion of the development. While the plan illustrates additional townhomes on Lot 2, this will be resubdivided at a later date as shown in the phasing plan submitted by HR Green. The phasing plan illustrates lots which are also consistent with the approved plan.

AGREEMENT AMENDMENT:

The petitioner is requesting to remove the following language in the existing Development Agreement, Article III, Part 2:

Single Family Attached Residential Unit Design Standards:

a. Masonry products* shall be incorporated on the front facade* of 100% of the total townhome buildings.
b. A minimum of 50% of the front facade* of each building shall incorporate masonry products*.
c. A minimum of 50% of each building elevation shall incorporate premium siding material*.
d. Each unit shall include two (2) enclosed parking spaces.

The petitioner would like to replace the original language with the following standards:

Single Family Attached Residential Unit Design Standards:

a. All homes shall have some type of covered entry point.
b. All homes shall have a 2-car garage with raised panel garage doors.
c. All front elevation windows shall have grilles in the windows.
d. All homes shall have architectural shingles.
e. 100% of the homes shall have at least 20% brick or stone (cultured) on the first floor elevation on the walls that run parallel to the street.

Below is an example of a potential elevation:

Below is an example of the elevations for the single-family homes (Ord. 2018-30):

Additionally, the petitioner will be requesting a reduction in certain fees in a separate economic incentive development agreement. This request does not require a public hearing and will not be reviewed by the Planning and Zoning Commission. A separate form will be submitted by the petitioner requesting a reduction and this will be reviewed by the Economic Development Committee and City Council in a separate process.

STAFF COMMENTS:

The proposed Final Plat of Resubdivision meets the original conceptual plan for the attached single-family homes of this development. Additionally, the potential phasing exhibit also shows future phases will align with the plan as well. In terms of the request to modify the development agreement, many of the modifications are in line with the already approved changes for the single family detached units adjacent to the site (Ord. 2018-30). Both the materials proposed and percentages of masonry products on the buildings are similar. The petitioner is providing more masonry product as all their units will incorporate the material and the detached homes are only required to have masonry on 75% of the total units. The garages, windows, and shingles are exactly the same as the approved detached home requirements.

The proposed requests are scheduled for Planning and Zoning Commission review on March 11, 2020. A recommendation will be forwarded to the City Council for consideration at the April 14, 2020 regularly scheduled meeting. Staff is seeking input and comments from the Economic Development Committee.

ATTACHMENTS:

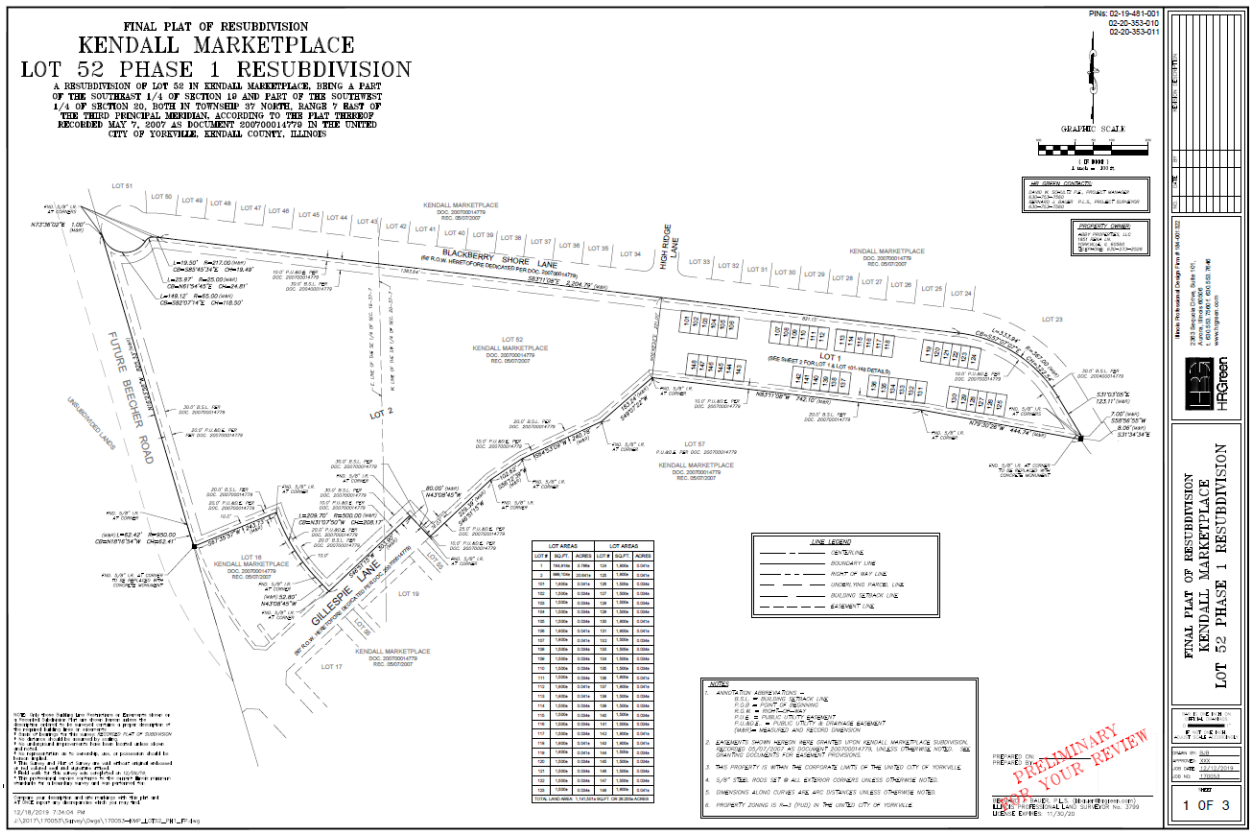
1. Petitioner Applications
2. Lot 52 Phase 1 Final Plat
3. Kendall Marketplace Phasing Exhibit
4. Unit Elevations and Building Plans
5. Ordinance 2006-15
6. Ordinance 2018-30

Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Krysti Barksdale-Noble, Community Development Director
Bart Olson, City Administrator
Date: March 4, 2020
Subject: **PZC 2020-03 Kendall Marketplace Lot 52 – Phase 1 (PUD Amendment, Final Plat)**

PROPOSED REQUEST:

The petitioner, Luz M. Padilla, Abby Properties, LLC is seeking to amend Article III, Part 2 of Ordinance 2006-125 to modify the design standards for single-family attached homes. The petitioner is seeking to change the language to align with the approved single-family detached requirements approved in 2018. Additionally, the petitioner is seeking Final Plat approval for an approximately 26.2-acre site consisting of 48 lots for single-family attached dwelling units and 2 lots for open space and future phases of development.



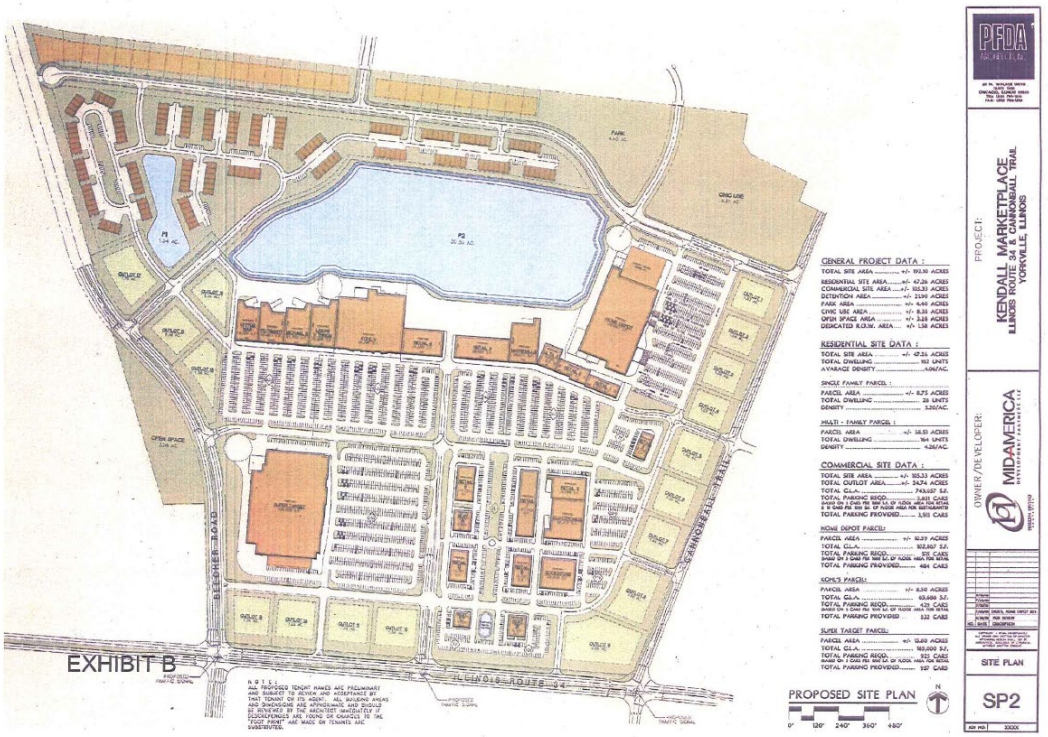
PROPERTY SUMMARY:

The subject property is currently zoned as R-3 Multi-Family Attached Residence District as part of the Kendall Marketplace Planned Unit Development. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	R-2 Single-Family Traditional Residence District	Detached Homes Kylyn's Ridge Subdivision
East	B-3 General Business District R-1 Single-Family Suburban Residence District R-3 Multi-Family Attached Residence District	Home Depot Baseball Field Farmland
South	B-3 General Business District	Retention Pond
West	A-1 Agricultural (Kendall County)	Farmland

EXISTING DEVELOPMENT AGREEMENT:

Per Article II of the Development Agreement (Ord. 2006-125) for Kendall Marketplace, "[t]he development of the property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B" as illustrated below:



Conceptual Plan – The proposed Final Plat of Resubdivision keeps with the intent of the original concept plan for the townhome portion of the development. While the plan illustrates additional townhomes on Lot 2, this will be resubdivided at a later date as shown in the phasing plan submitted by HR Green. The phasing plan illustrates lots which are also consistent with the approved plan.

PROPOSED AGREEMENT AMENDMENT:

The petitioner is seeking to modify the language in the Development Agreement regarding single family attached residential unit design standards. The petitioner is requesting to remove the following language in the existing Development Agreement, Article III, Part 2:

Single Family Attached Residential Unit Design Standards:

a. Masonry products* shall be incorporated on the front facade* of 100% of the total townhome buildings.
b. A minimum of 50% of the front facade* of each building shall incorporate masonry products*.
c. A minimum of 50% of each building elevation shall incorporate premium siding material*.
d. Each unit shall include two (2) enclosed parking spaces.

The petitioner would like to replace the original language with the following standards:

Single Family Attached Residential Unit Design Standards:

a. All homes shall have some type of covered entry point.
b. All homes shall have a 2-car garage with raised panel garage doors.
c. All front elevation windows shall have grilles in the windows.
d. All homes shall have architectural shingles.
e. 100% of the homes shall have at least 20% brick or stone (cultured) on the first floor elevation on the walls that run parallel to the street.

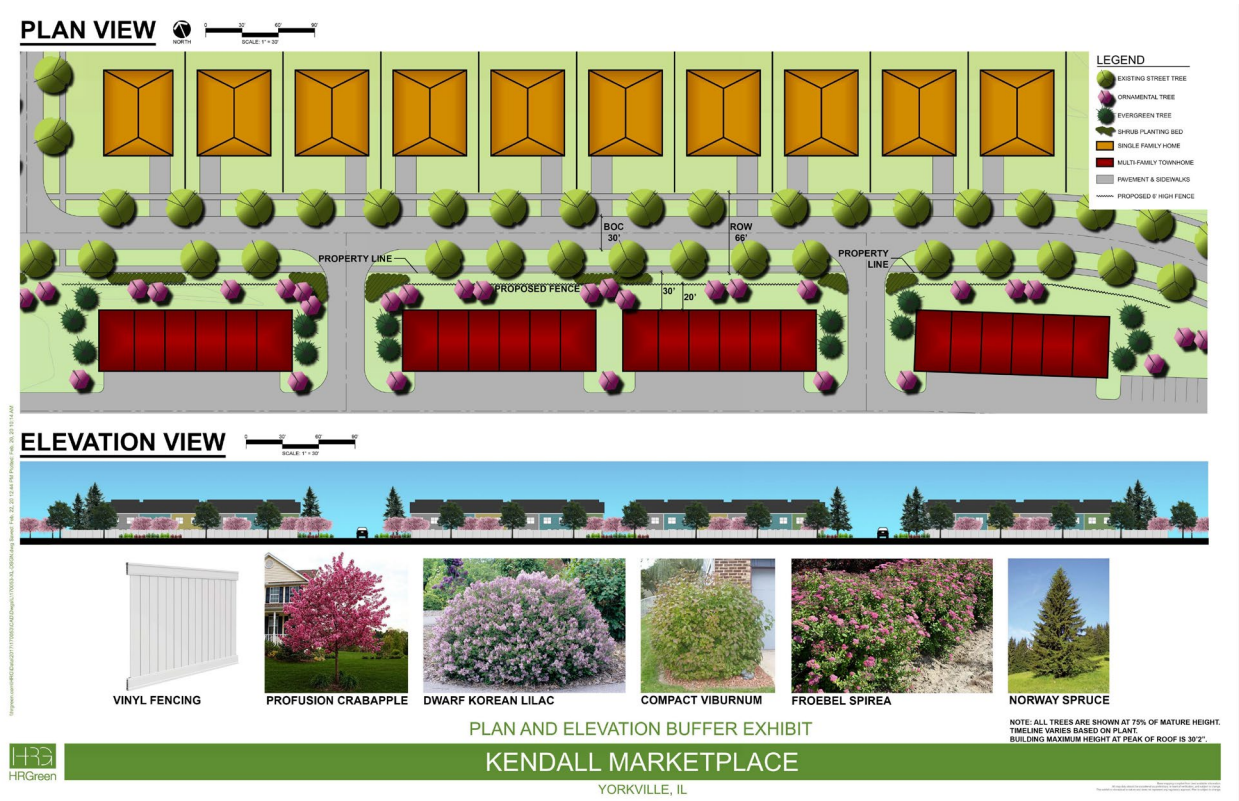
Below is an example of a potential elevation:

Below is an example of the elevations for the single-family homes (Ord. 2018-30):

ECONOMIC DEVELOPMENT COMMITTEE COMMENTS

This item was taken to the Economic Development Committee on February 4, 2020. During the committee's review, committee members expressed concern over the four townhome structures in Phase 1 which would have the rear of the building fronting Blackberry Shore Lane. The lots across the street are single-family detached homes which would face the rear of these buildings. The committee asked the petitioner to provide some type of mitigation to this issue.

After hearing these comments, the petitioner provided a conceptual landscape plan and potential language to ease the view for adjacent neighbors (see below and attached).



In response, the petitioner has provided the following language which is proposed to be added to the residential design standards (additions in bold):

Single Family Attached Residential Unit Design Standards:

a. All homes shall have some type of covered entry point.

b. All homes shall have a 2-car garage with raised panel garage doors.

c. All front elevation windows shall have grilles in the windows.

d. All homes shall have architectural shingles.

e. 100% of the homes shall have at least 20% brick or stone (cultured) on the first-floor elevation on the walls that run parallel to the street.

f. All units where the rear façade is adjacent to and faces Blackberry Shore Lane shall have a six-foot (6') tall vinyl fence which runs parallel with Blackberry Shore Lane. The fence must span the entirety of the rear façade except for access drives where a twenty-foot (20') distance from the drive must be maintained for site vision clearance. The areas between the end of the fence and

access drive must be landscaped with a shrub planting bed with a minimum of ten (10) shrubs. The Fence will be offset ten feet (10') from the property line along public right-of-way (Blackberry Shore Lane).

g. All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide three (3) ornamental trees in the required yard adjacent to Blackberry Shore Lane for every one-hundred feet (100') of frontage.

h. All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide one (1) evergreen trees in the required side yard for every one-hundred feet (100') of frontage.

i. Landscaping must be aligned with the conceptual Plan and Elevation Buffer Exhibit provided by HR Green and attached as Exhibit G.

Additionally, there were comments given from some committee members and alderman which alluded to a change in layout of the site regarding access drives. The meeting minutes from this Economic Development Committee Meeting have been attached to this memorandum for additional context.

STAFF COMMENTS:

The proposed Final Plat of Resubdivision meets the original conceptual plan for the attached single-family homes of this development. Additionally, the potential phasing exhibit also shows future phases will align with the plan as well.

In terms of the request to modify the development agreement, many of the modifications are in line with the already approved changes for the single family detached units adjacent to the site (Ord. 2018-30). Both the materials proposed and percentages of masonry products on the buildings are similar. The petitioner is providing more masonry product as all their units will incorporate the material and the detached homes are only required to have masonry on 75% of the total units. The garages, windows, and shingles are the same as the approved detached home requirements. Also, these proposed requirements exceed the existing appearance code requirements within the City Code.

The issue of screening along Blackberry Shore Lane was reviewed and researched by staff. The petitioner is proposing language that only screens the properties within Phase 1 of development. Staff is recommending that the language include all properties along Blackberry Shore Lane provide this screening similar to what the petitioner has proposed for all phases of development. There are several units in Phase 2 of development where the side façade and parking areas will be visible. Therefore, the increase in screening and landscaping would be beneficial to all property owners on the north side of Blackberry Shore Lane. **The language staff is proposing for this is as follows (underlined):**

Single Family Attached Residential Unit Design Standards:

a. All homes shall have some type of covered entry point.

b. All homes shall have a 2-car garage with raised panel garage doors.

c. All front elevation windows shall have grilles in the windows.

d. All homes shall have architectural shingles.

e. 100% of the homes shall have at least 20% brick or stone (cultured) on the first floor elevation on the walls that run parallel to the street.

f. **All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall have a six foot (6') tall vinyl fence which runs parallel with Blackberry Shore Lane. <u>The fence must span the entirety of Blackberry Shore Lane except for access drives</u> where a twenty-foot (20') distance from the drive must be maintained for site vision clearance. The areas between the end of the fence and access drive must be landscaped with a shrub planting bed with a minimum of ten (10) shrubs. The Fence will be offset ten feet (10') from the property line along public right-of-way (Blackberry Shore Lane).**

g. **All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide three (3) ornamental trees in the required yard adjacent to Blackberry Short Lane for every one-hundred feet (100') of frontage.**

h. **All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide one (1) evergreen trees in the required side yard for every one-hundred feet (100') of frontage.**

i. **Landscaping must be aligned with the conceptual Plan and Elevation Buffer Exhibit provided by HR Green and attached as Exhibit G.**

Additionally, **<u>staff recommends</u>** the petitioner to clarify within the agreement what type of material they will be using for siding that is not masonry. The petitioner has stated that they will be using a premium non-vinyl siding material for these units, but a more specific material is requested to be added to the standards, such as cementitious based siding product.

<u>PLANNED UNIT DEVELOPMENT STANDARDS:</u>

The planning and zoning commission may recommend approval of a special use for planned unit development or amendments to the preliminary or final planned unit development plat for the proposed development or amendment upon considering the following:

1. In what respect does the design of the planned unit development meet the requirements and design standards of the development standards and design criteria,
2. The extent to which the proposed plan deviates and/or requires waivers of the bulk regulations in the zoning ordinance and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
3. The extent of public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of the land.
4. The relationship and compatibility, beneficial or adverse, of the planned unit development to the adjacent properties and nearby land uses.
5. The extent to which the planned unit development fulfills the objectives of the future planning objectives or other planning policies of the city.
6. The plan commission finds that the planned unit development satisfactorily meets the standards for special use as defined in section 10-4-9 of this title. (Ord. 2014-73, 11-25-2014)

STAFF RECOMMENDATIONS:

Staff is generally supportive of the request for final plat and the proposed amendments to the Planned Unit Development. However, staff recommends the following additional amendments to the petitioner's PUD request:

- All siding must be made of a premium non-vinyl material.
- All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall have a six foot (6') tall vinyl fence which runs parallel with Blackberry Shore Lane. **The fence must span the entirety of Blackberry Shore Lane** except for access drives where a twenty-foot (20') distance from the drive must be maintained for site vision clearance. The areas between the end of the fence and access drive must be landscaped with a shrub planting bed with a minimum of ten (10) shrubs. The Fence will be offset ten feet (10') from the property line along public right-of-way (Blackberry Shore Lane).

PROPOSED MOTIONS:

Since there are different options to move forward with a recommendation, staff has provided two motions to choose from for the Planned Unit Development Amendment request. One motion recommends approval of the petitioner's proposed language and another recommends approval of staff's language. Finally, there is a separate motion to approve the final plat of subdivision.

Recommend Petitioner's Request:

In consideration of testimony presented during a Public Hearing on March 11, 2020 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of an amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to Article III, Part 2 Single Family Attached Residential Unit Design Standards within the Kendall Marketplace Development Agreement, as follows:

a. ***All homes shall have some type of covered entry point.***
b. ***All homes shall have a 2-car garage with raised panel garage doors.***
c. ***All front elevation windows shall have grilles in the windows.***
d. ***All homes shall have architectural shingles.***
e. ***100% of the homes shall have at least 20% brick or stone (cultured) on the first-floor elevation on the walls that run parallel to the street.***
f. ***All units where the rear façade is adjacent to and faces Blackberry Shore Lane shall have a six-foot (6') tall vinyl fence which runs parallel with Blackberry Shore Lane. The fence must span the entirety of the rear façade except for access drives where a twenty-foot (20') distance from the drive must be maintained for site vision clearance. The areas between the end of the fence and access drive must be landscaped with a shrub planting bed with a minimum of ten (10) shrubs. The Fence will be offset ten feet (10') from the property line along public right-of-way (Blackberry Shore Lane).***
g. ***All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide three (3) ornamental trees in the required yard adjacent to Blackberry Shore Lane for every one-hundred feet (100') of frontage.***
h. ***All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide one (1) evergreen trees in the required side yard for every one-hundred feet (100') of frontage.***

i. ***Landscaping must be aligned with the conceptual Plan and Elevation Buffer Exhibit provided by HR Green and attached as Exhibit G.***

and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Recommend Staff's Request:

In consideration of testimony presented during a Public Hearing on March 11, 2020 and the standards for PUD approval and amendment, the Planning and Zoning Commission recommends approval of an amendment to the Kendall Marketplace Planned Unit Development Agreement to permit a revision to Article III, Part 2 Single Family Attached Residential Unit Design Standards within the Kendall Marketplace Development Agreement, as follows:

a. ***All homes shall have some type of covered entry point.***
b. ***All homes shall have a 2-car garage with raised panel garage doors.***
c. ***All front elevation windows shall have grilles in the windows.***
d. ***All homes shall have architectural shingles.***
e. ***100% of the homes shall have at least 20% brick or stone (cultured) on the first-floor elevation on the walls that run parallel to the street.***
f. ***All siding must be made of a premium non-vinyl material.***
g. ***All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall have a six foot (6') tall vinyl fence which runs parallel with Blackberry Shore Lane. The fence must span the entirety of Blackberry Shore Lane except for access drives where a twenty-foot (20') distance from the drive must be maintained for site vision clearance. The areas between the end of the fence and access drive must be landscaped with a shrub planting bed with a minimum of ten (10) shrubs. The Fence will be offset ten feet (10') from the property line along public right-of-way (Blackberry Shore Lane).***
h. ***All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide three (3) ornamental trees in the required yard adjacent to Blackberry Short Lane for every one-hundred feet (100') of frontage.***
i. ***All units where the rear or side façade are adjacent to and face Blackberry Shore Lane shall provide one (1) evergreen trees in the required side yard for every one-hundred feet (100') of frontage.***
j. ***Landscaping must be aligned with the conceptual Plan and Elevation Buffer Exhibit provided by HR Green and attached as Exhibit G.***

and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Motion to Approve Final Plat:

In consideration of the proposed Final Plat of Subdivision for the Kendall Marketplace Development Lot 52, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 27, 2020, and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

ATTACHMENTS:

1. Petitioner Applications
2. Lot 52 Phase 1 Final Plat (February 27, 2020 submital)
3. Kendall Marketplace Phasing Exhibit
4. Unit Elevations and Building Plans
5. Ordinance 2006-15
6. Ordinance 2018-30
7. EEI Comments – January 22, 2020
8. HR Green Engineering Response – February 27, 2020
9. Plan and Elevation Buffer Exhibit – HR Green
10. February 4, 2020 Economic Development Committee Meeting Minutes

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200700002839
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
01-24-2007 At 11:47 am.
ORDINANCE 71.00
RHSP Surcharge 10.00

ORDINANCE NO. 2006- 125

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR KENDALL MARKETPLACE

WHEREAS, it is prudent and in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, to enter into a certain amended and restated Development Agreement for Kendall Marketplace (Attached hereto and made a part hereof as "Exhibit "A") pertaining to certain real estate described in the Agreement; and

WHEREAS, a draft of the restated and amended Development Agreement has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Development Agreement are ready, willing and able to enter into said Development Agreement and to perform the obligations as required hereunder; and

WHEREAS, the procedures for the execution of said Development Agreement have been fully complied with; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS;

Section 1: The Mayor and the City Clerk are herewith authorized and directed to execute, on behalf of the City, the amended and restated Development Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A"

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

JAMES BOCK	Yes	JOSEPH BESCO	Yes
VALERIE BURD	Yes	PAUL JAMES	Yes
JASON LESLIE	Yes	MARTY MUNNS	Yes
ROSE SPEARS	Yes	DEAN WOLFER	Yes

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24 Day of October, A.D. 2006.

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 24 day of October, A.D. 2006.

ATTEST:

CITY CLERK

Prepared by:

John Justin Wyeth
City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

DEVELOPMENT AGREEMENT
'Kendall Marketplace'

This Development Agreement, hereinafter referred to as "Agreement", is made and entered into this 24 day of OCTOBER, 2006, by and between, Cannonball LLC, hereinafter referred to as "DEVELOPER" and the United City of Yorkville, Illinois, a Municipal Corporation, hereinafter referred to as "CITY". The DEVELOPER and the CITY may hereinafter be referred to as the Parties.

WITNESSETH

WHEREAS, the DEVELOPER is the contract purchaser of certain real property, hereinafter referred to as the "Property", located in the CITY and legally described as set forth in Exhibit "A" attached hereto and incorporated by references as if more fully set forth; and

WHEREAS, the Property is generally located at the northwest corner of US 34 and Cannonball Trail and consists of approximately 193 acres; and

WHEREAS, the DEVELOPER seeks a PUD zoning classification to allow for uses permitted within the B-3, R-2 and R-3 zoning classifications to exist on the property;

WHEREAS, the CITY has determined that the terms and conditions set forth herein will serve a public use and will promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the CITY; and

WHEREAS, the DEVELOPER, its vendors, grantees, assigns, successors, trustees and all others holding interest in the property now or in the future, agree and enter into this contract, which shall operate as a covenant running with the land and be binding upon any developer and its representatives, and future owners of the land;

NOW, THEREFORE, the CITY and DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

ARTICLE I

GENERAL COMPLIANCE WITH ORDINANCES

DEVELOPER hereby agrees to comply with all CITY ordinances, and this Agreement shall alter said ordinances only as specifically set forth herein. Where the ordinances of the CITY conflict with the provisions herein, this Agreement shall control.

* denotes term defined by Appearance Code (Ordinance 2005-51)

ARTICLE II

PROPERTY DEVELOPMENT

The Development of the Property shall be generally pursuant to the Conceptual Plans attached hereto and incorporated herein as Exhibit "B".

The development of the subject real property described in the attached Exhibit "A" shall be subject to approval of all Ordinances of the CITY; Site Plan approval, engineering approval (by CITY staff or outside review engineering consultant as elected by the CITY) and Site Plan approval by the City Council in conformance with the United City of Yorkville Zoning Ordinance, Subdivision Control Ordinance, City Reimbursement of Consultants and Review Fees Ordinances, Municipal Building Fee, City Land-Cash Ordinance, and City Development Fee Ordinance, payable at the time of Site Plan approval, which have been voluntarily contracted to between the parties and agreed to by DEVELOPER. All said fees are described in the attached Exhibits 'D' and 'E'.

DEVELOPER agrees that the Final Site Plan shall substantially comply with all requirements as set out in the United City of Yorkville Zoning Ordinance and Subdivision Control Ordinance currently in effect when development approval is requested, unless provided for differently in this Agreement.

Utilities and Public Improvements. That On-Site infrastructure construction and engineering shall be governed by the standards contained in the Yorkville Subdivision Control Ordinance and other applicable Ordinances unless specifically addressed in this agreement, in which case this agreement shall control.

ARTICLE III

SPECIAL PROVISIONS

DESIGN STANDARDS: The below design standards are in addition to the required standards of the CITY regulated by the City's Appearance Code (Title 8, Chapter 15).

1. Single-Family Detached Residential Unit Design Standards:
    a. Masonry products* shall be incorporated on the front façade* of 75% of the total units.
    b. A minimum of 75% of the front façade* of each building shall incorporate masonry products*. A 10% reduction of the required masonry area will be given for each major architectural feature on the front façade.
    c. A minimum of 50% of each building elevation shall incorporate premium siding material*

* denotes term defined by Appearance Code (Ordinance 2005-51)

d. Primary structures shall be constructed upon either a basement or foundation – 'slab' construction shall not be used.

2. Single-Family Attached Residential Unit Design Standards:
    a. Masonry products* shall be incorporated on the front façade* of 100% of the total townhome buildings.
    b. A minimum of 50% of the front façade* of each building shall incorporate masonry products*.
    c. A minimum of 50% of each building elevation shall incorporate premium siding material*.
    d. Each unit shall include two (2) enclosed parking spaces.

3. Commercial Design Standards:
    a. All 'Guidelines' within the Appearance Code section 'V Criteria For Appearance, 4. Non-Residential,b. Building Design, 1. Commercial, Office and Institutional Uses, b. Guidelines for unbuilt sites' shall be required applications.
    b. Signage:
        i. All free standing monument signage must include a 100% masonry product* base no less than the width of the sign area.
    c. The retail user known and labeled on the Concept and Preliminary PUD Plans as "Home Depot" shall be permitted fencing surrounding the outdoor sales area at the north side of the building to be up to twenty feet (20') in height.

RESIDENTIAL FEES

1. In addition to all required application, permit and connection fees the following fees shall be collected for each residential unit at time of Building Permit:
    a. $2,000 City Road Fee
    b. $1,549 County Road Fee

CANNONBALL TRAIL OFF-SITE LANDSCAPING

The DEVELOPER agrees to provide the owners of the properties along the east side of Cannonball Trail directly adjacent to the Subject Property and depicted on Exhibit "C" with the following:

1. A landscape plan designed specifically for the Cannonball Trail frontage of their property that will minimize the visual impact of the development of the subject property;
2. All plant material necessary to implement the landscape plan and installation of said plant material;

The landscape contribution to the adjacent property owners is subject to the following conditions:

* denotes term defined by Appearance Code (Ordinance 2005-51)

1. Mutual agreement between the DEVELOPER and the adjacent property owners of the appropriate landscape plan;
2. The adjacent property owners will grant the DEVELOPER a construction easement to install the landscaping;

SIGNAGE

The CITY agrees to permit special signage for the Subject Property as detailed in Exhibit "F" and including two (2) pylon signs 29'-4" in height and 191.5 square feet in sign area;

ARTICLE IV

EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is approved and executed and delivered by the DEVELOPER and CITY.

CITY:

UNITED CITY OF YORKVILLE,
an Illinois municipal corporation

By: _____
Title: Mayor

Attest: Lisa Pickering
Title: Deputy City Clerk

Dated: 1/19/07

DEVELOPER:

CANNONBALL,LLC
By: The Harlem Irving Companies, Inc.
an Illinois corporation, Manager

By: Donald W. Bailey
DONALD W. BAILEY, VICE PRESIDENT

Attest: _____
GREGORY E. FIX, GENERAL COUNSEL

Dated: 11/17/06

* denotes term defined by Appearance Code (Ordinance 2005-51)

TELEPHONE LINE	—— T ——
GAS LINE	—— G ——
TREELINE	
TREE	
FENCE	—— X ——
TRAFFIC SIGNAL VAULT	

Exhibit "A"

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, PART OF THE SOUTH 1/2 OF SECTION 20 AND PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 310.20 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE 198.0 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE LAST DESCRIBED COURSE 198.0 FEET; THENCE SOUTH ALONG SAID EAST LINE 310.20 FEET TO SAID SOUTH EAST CORNER; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH WEST 1/4 OF SECTION 29, 429.15 FEET TO THE CENTER LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID CENTER LINE, WHICH FORMS AN ANGLE OF 95 DEGREES, 41 MINUTES, 25 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2059.30 FEET TO THE CENTER LINE EXTENDED SOUTHERLY OF CUT-OFF ROAD; THENCE NORTHERLY ALONG SAID CUT-OFF ROAD CENTER LINE EXTENDED AND SAID CENTER LINE WHICH FORMS AN ANGLE OF 106 DEGREES, 47 MINUTES, 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1816.44 FEET TO THE NORTH WEST CORNER OF OAK KNOLLS SUBDIVISION; THENCE NORTHERLY ALONG SAID CUT-OFF ROAD CENTER LINE WHICH FORMS AN ANGLE OF 180 DEGREES, 26 MINUTES, 14 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 746.59 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 86 DEGREES, 39 MINUTES, 00 SECONDS WITH THE CENTER LINE OF CUT-OFF ROAD GOING NORTHERLY FROM THE LAST DESCRIBED POINT. MEASURED COUNTER CLOCKWISE THEREFROM, 441.97 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 33 DEGREES, 20 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 65.90 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 38 DEGREES, 44 MINUTES, 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 138.82 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 271 DEGREES, 25 MINUTES, 4 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER CLOCKWISE THEREFROM, 2658.89 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 12 WHICH IS 147.18 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 ; THENCE WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 580.80 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 176 DEGREES, 11 MINUTES, 47 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER CLOCKWISE THEREFROM, 258.97 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 WHICH IS 1826.22 FEET EASTERLY OF THE CENTER OF SAID SECTION 19; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 62 DEGREES, 59 MINUTES, 10 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2411.25 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF U.S. ROUTE NO. 34 AND THE CENTERLINE OF CANNONBALL TRAIL; THENCE NORTH 21 DEGREES, 49 MINUTES, 35 SECONDS EAST ALONG THE CENTERLINE OF CANNONBALL TRAIL, 555.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES, 10 MINUTES, 25 SECONDS WEST, 48.0 FEET, THENCE SOUTH 21 DEGREES, 49 MINUTES, 35 SECONDS WEST, PARALLEL TO SAID CENTERLINE OF CANNONBALL TRAIL, 470.0 FEET; THENCE SOUTH 57 DEGREES, 49 MINUTES, 35 SECONDS WEST, 74.81 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, 96.06 FEET TO THE CENTERLINE OF CANNONBALL TRAIL; THENCE NORTH 21 DEGREES, 49 MINUTES, 35 SECONDS EAST, ALONG SAID CENTERLINE, 502.78 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP AND RANGE AFORESAID, 429.15 FEET TO THE CENTERLINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 95 DEGREES 41 MINUTES 25 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2059.30 FEET TO THE CENTERLINE EXTENDED SOUTHERLY OF CANNONBALL TRAIL; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CANNONBALL TRAIL, WHICH FORMS AN ANGLE OF 106 DEGREES 47 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1816.44 FEET TO THE NORTHWEST CORNER OF OAK KNOLLS SUBDIVISION; THENCE CONTINUING NORTHERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 180 DEGREES 26 MINUTES 14 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 746.59 FEET FOR THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 94 DEGREES 29 MINUTES 17 SECONDS WITH SAID CENTERLINE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM AND PARALLEL WITH SAID CENTERLINE, 100.00 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 94 DEGREES 29 MINUTES 17 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 140.00 FEET TO SAID CENTERLINE; THENCE NORTHERLY ALONG SAID CENTERLINE, WHICH FORMS AN ANGLE OF 85 DEGREES 30 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, 100.00 FEET TO THE POINT OF BEGINNING), IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

To Mid America, and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 7a, 8, 10, and 11a of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated at Yorkville, Illinois, March 22, 2006.

Craig L. Duy, IPLS No. 3358
License Expiration: 11/30/2006

PROFESSIONAL LAND SURVEYOR
CRAIG L. DUY
035-003358
STATE OF ILLINOIS

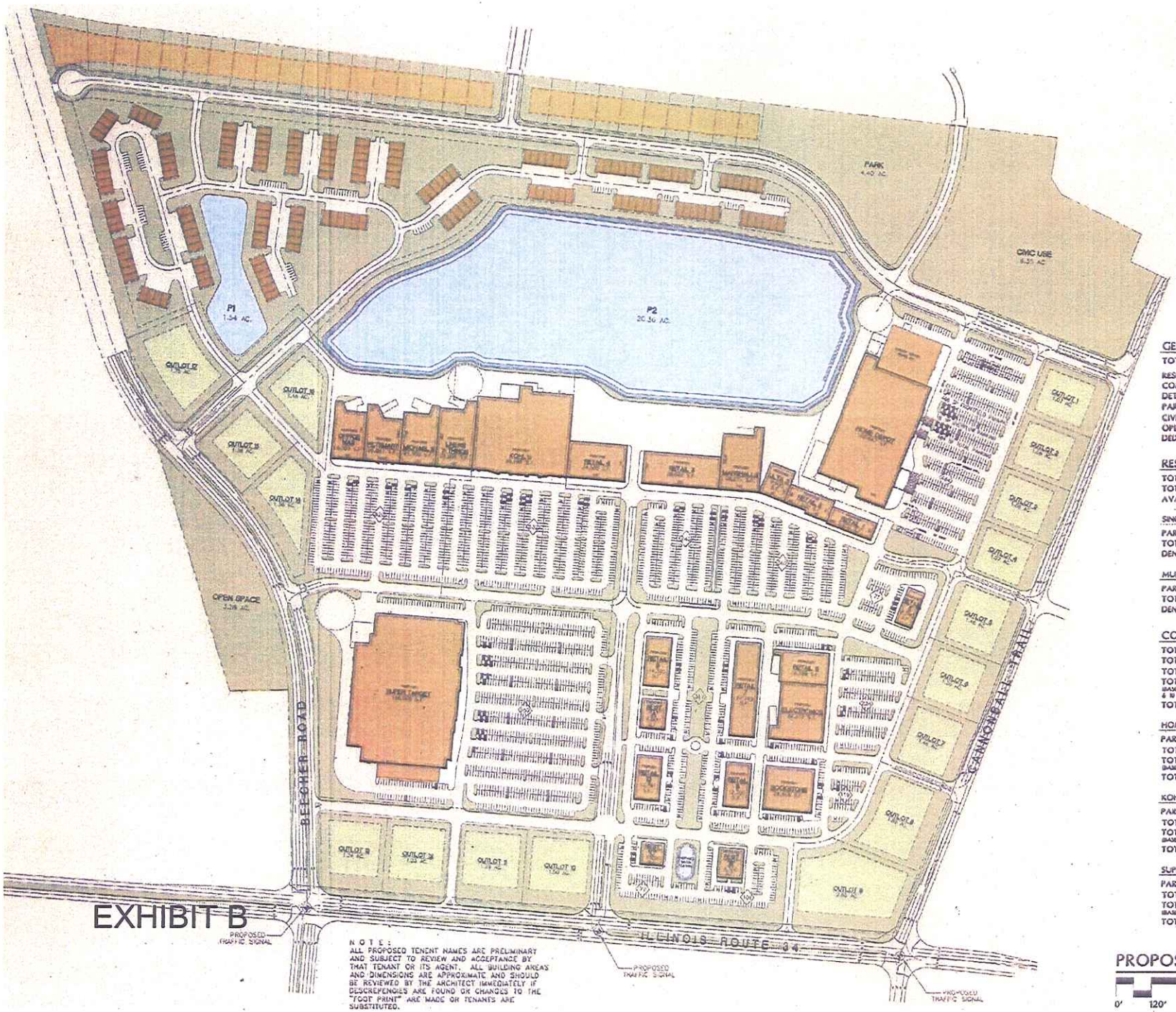


EXHIBIT B

NOTE:
ALL PROPOSED TENENT NAMES ARE PRELIMINARY AND SUBJECT TO REVIEW AND ACCEPTANCE BY THAT TENANT OR ITS AGENT. ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE REVIEWED BY THE ARCHITECT IMMEDIATELY IF DESCREPENCIES ARE FOUND OR CHANGES TO THE "FOOT PRINT" ARE MADE OR TENANTS ARE SUBSTITUTED.

GENERAL PROJECT DATA :

TOTAL SITE AREA	+/- 192.10 ACRES
RESIDENTIAL SITE AREA	+/- 47.26 ACRES
COMMERCIAL SITE AREA	+/- 105.33 ACRES
DETENTION AREA	+/- 21.90 ACRES
PARK AREA	+/- 4.40 ACRES
CIVIC USE AREA	+/- 8.38 ACRES
OPEN SPACE AREA	+/- 3.28 ACRES
DEDICATED R.O.W. AREA	+/- 1.58 ACRES

RESIDENTIAL SITE DATA :

TOTAL SITE AREA	+/- 47.26 ACRES
TOTAL DWELLING	192 UNITS
AVARAGE DENSITY	4.06/AC.

SINGLE FAMILY PARCEL :

PARCEL AREA	+/- 8.75 ACRES
TOTAL DWELLING	28 UNITS
DENSITY	3.20/AC.

MULTI - FAMILY PARCEL :

PARCEL AREA	+/- 38.51 ACRES
TOTAL DWELLING	164 UNITS
DENSITY	4.26/AC.

COMMERCIAL SITE DATA :

TOTAL SITE AREA	+/- 105.33 ACRES
TOTAL OUTLOT AREA	+/- 24.74 ACRES
TOTAL G.L.A.	743,057 S.F.
TOTAL PARKING REQD. (BASED ON 5 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL & 10 CARS PER 1000 S.F. OF FLOOR AREA FOR RESTAURANTS)	3,831 CARS
TOTAL PARKING PROVIDED	3,911 CARS

HOME DEPOT PARCEL:

PARCEL AREA	+/- 10.59 ACRES
TOTAL G.L.A.	102,867 S.F.
TOTAL PARKING REQD. (BASED ON 5 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL	515 CARS
TOTAL PARKING PROVIDED	484 CARS

KOHL'S PARCEL:

PARCEL AREA	+/- 8.50 ACRES
TOTAL G.L.A.	85,688 S.F.
TOTAL PARKING REQD. (BASED ON 5 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL	429 CARS
TOTAL PARKING PROVIDED	532 CARS

SUPER TARGET PARCEL:

PARCEL AREA	+/- 15.80 ACRES
TOTAL G.L.A.	185,000 S.F.
TOTAL PARKING REQD. (BASED ON 5 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL	925 CARS
TOTAL PARKING PROVIDED	957 CARS

PROPOSED SITE PLAN

0' 120' 240' 360' 480'

N

PFDA ARCHITECTS, INC.

PROJECT:
KENDALL MARKETPLACE
ILLINOIS ROUTE 34 & CANNONBALL TRAIL
YORKVILLE, ILLINOIS

OWNER/DEVELOPER:
MIDAMERICA DEVELOPMENT PARTNERS LLC
HARLEN IRVING

NO.	DATE	DESCRIPTION
	2/16/06	
	7/24/06	
	7/10/06	
	7/19/06	DIST'S, HOME DEPOT REV.
	8/30/06	FOR REVIEW

SITE PLAN

SP2

JOB NO. XXXX

Exhibit C

CANNONBALL TRAIL PROPERTIES

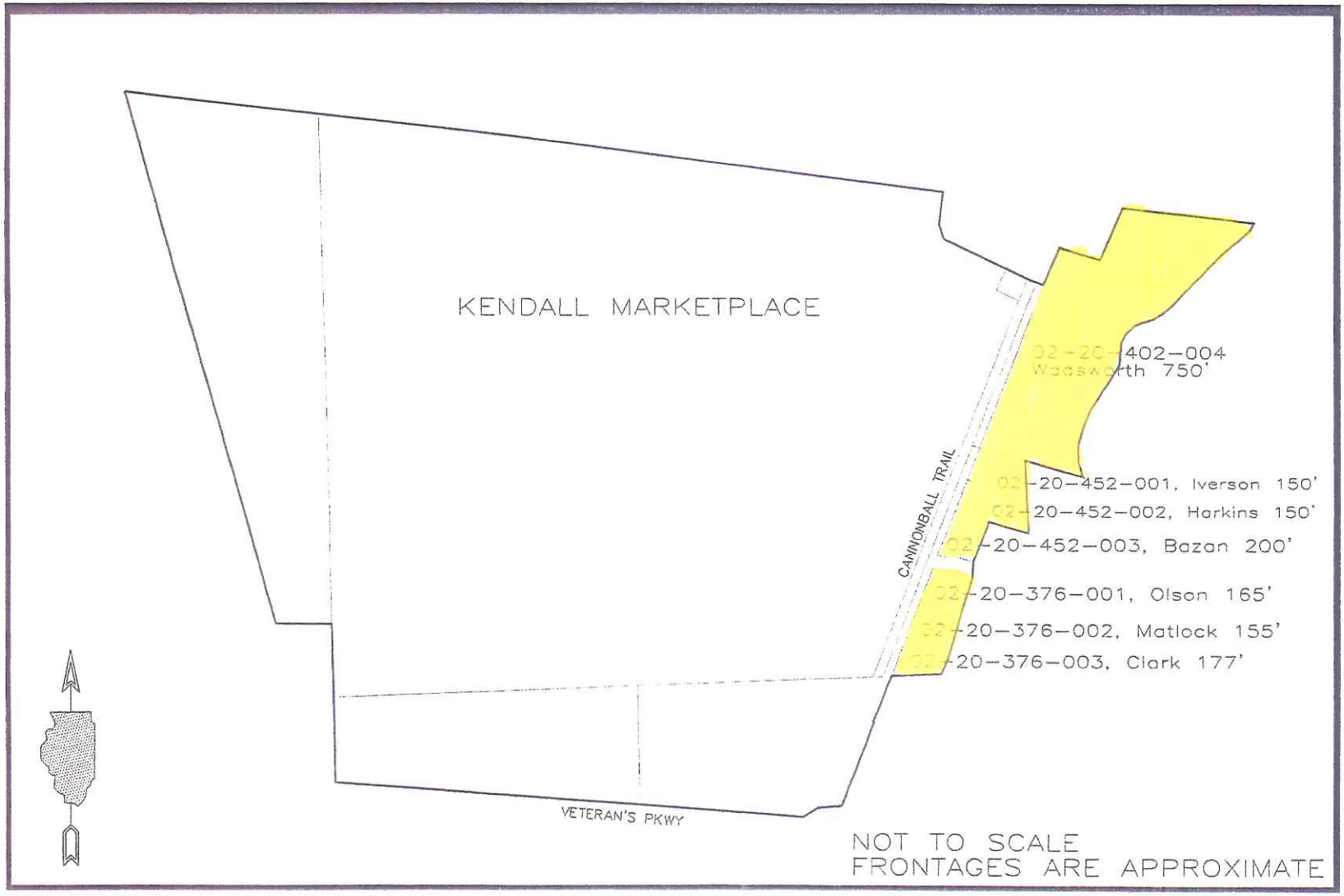


EXHIBIT D - RESIDENTIAL DEVELOPMENT FEES			
	Name of Fee	Amount	Time of Payment
1	School District Transition Fee	$3,000 per unit	Paid to School District Office prior to issuance for building permit
2	Yorkville Bristol Sanitary District Connection Fee	$1,400 per unit	At time of building permit, paid at City Hall with separate check made out to YBSD
3	Yorkville Bristol Sanitary District Annexation Fee	$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
4	Yorkville Bristol Sanitary District Infrastructure Fee	$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
5	Building Permit Fee	$650 + $.0.20 per square foot	Building Permit
6	Water Connection Fee	$3,700 per unit	Building Permit
7	Water Meter Cost (not applicable to fee lock)	$390 per unit	Building Permit
8	City Sewer Connection Fee	$2,000 per unit	Building Permit
9	Water and Sewer Inspection Fee	$25 per unit	Building Permit
10	Public Walks and Driveway Inspection Fee	$35 per unit	Building Permit
11a	Public Works (Development Impact Fee)	$700 per unit	Building Permit
11b	Police (Development Impact Fee)	$300 per unit	Building Permit
11c	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Impact Fee is set up as $5,509 per unit if paid at time of permit, or $3,288 per unit if paid at time of final plat for all units in the entirety of the annexed development.
11d	Library (Development Impact Fee)	$500 per unit	Building Permit
11e	Parks and Rec (Development Impact Fee)	$50 per unit	Building Permit
11f	Engineering (Development Impact Fee)	$100 per unit	Building Permit
11g	Bristol Kendall Fire District (Development Impact Fee)	$1,200 per unit	Building Permit
12	Parks Land Cash Fee	Calculated by ordinance, $80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
13	School Land Cash Fee	Calculated by ordinance, $80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
14	Road Contribution Fund	$2,000 per unit	Building Permit
15	County Road Fee	$1,549 per unit, escalating each calendar year at a rate determined by ordinance	Building Permit
16	Weather Warning Siren	$75 per acre	Final Plat
17	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat
18	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat

EXHIBIT E

United City of Yorkville

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

COMMERCIAL PERMIT FEES

Permit/Plan Review

Building Permit	$750.00 plus $0.20 per square foot
Plan Review	Based on building size (See Attached)

Contributions

Development Fee	$3000.00* - See Attached Ordinance 2004-55 (Increase in Bristol-Kendall Fire Protection District Fee)

Water/Sewer

Sewer Tap — See Attached Ordinance #96-11

Water Tap

Water Meter Size	Water Connection Fee
1"	$ 3,700
1 1/2"	$ 4,000
2"	$ 5,000
3"	$ 8,000
4"	$15,000
6" and larger	TBD

Water Meter

Water Meter Size	Water Meter Price
1"	$ 485.00
1 ½"	$ 790.00
2"	$2800.00
3"	$3550.00
4"	$5420.00
6"	$8875.00

Engineering Inspections — $60.00

River Crossing Fee — $25.00 per drain unit. See attached Ordinance 97-11

**Engineering and Landscaping review fees will be billed separately.

*** Please call the Yorkville Bristol Sanitary District for sanitary permit fees (630) 553-7657

EXHIBIT E

MULTIPLE-FAMILY RESIDENTIAL USE GROUPS

A. New Construction Per Unit	$350.00 plus $0.15 per s.f.
B. Remodeling Per Unit	$175.00 plus $0.10 per s.f.
C. Detached Garage Per Unit without Electrical	$50.00
D. Detached Garage Per Unit with Electrical	$100.00
E. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee
F. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances Do Not Warrant	$50 per unit (non-refundable)

ALL OTHER USE GROUPS

A. New Construction	$750.00 plus $0.20 per square foot
B. Additions	$500.00 plus $0.20 per square foot
C. Remodeling	$350.00 plus $0.10 per square foot
D. Temporary to Start Construction	25% of full permit fee, not to be applied to the full permit fee
E. Temporary Certificate of Occupancy when Requested by the Builder when Circumstances Do Not Warrant	$200.00 (non-refundable)

NOTE: Building permit fee does not include the plan review fee for the "multiple-family residential use group" and "other use group" categories. The plan review fee will be based on the schedule following the permit fees. Plan review fees to the inspection firm will be paid at the same time as the building permit fee.

EXHIBIT E

PLAN REVIEW FEES (May vary due to outside consultant's fee schedules.)

BUILDING CODE

Building Size	*Fee*
1 to 60,000 cubic feet	$355.00
60,001 to 80,000 cubic feet	$400.00
80,001 to 100,000 cubic feet	$475.00
100,001 to 150,000 cubic feet	$550.00
150,001 to 200,000 cubic feet	$650.00
over 200,000 cubic feet	$650.00 + $6.50 per 10,000 cubic feet over 200,000

REMODELING PLAN REVIEW 1/2 of Plan Review Fee Listed Above

ELECTRICAL, MECHANICAL, OR PLUMBING PLAN REVIEW ONLY
1/4 of Plan Review Fee Listed Above

FIRE DETECTION/ALARM SYSTEMS

$115.00 per 10,000 square feet of floor area

FIRE SPRINKLER SYSTEMS

Number of Sprinklers	*Pipe Schedule*	*Hydraulic Calculated*
Up to 200	$250.00	$500.00
201-300	$300.00	$575.00
301-500	$400.00	$775.00
Over 500	$450.00	$850.00
PLUS, for each Sprinkler over 500:	$0.60/each	$0.95/each

ALTERNATE FIRE SUPPRESSION SYSTEMS

Standpipe	$175.00 per Standpipe Riser (No charge with Sprinkler Review)
Specialized Extinguisher Agent (Dry or Other Chemical Agent)	$125.00 per 50 pounds agent
Hood & Duct Cooking Extinguisher Agent	$150.00 flat rate per system.

NOTE: If any plan has to be sent to an outside consultant other than the inspection firm, the outside consultant's fee(s) will be charged and that fee paid directly to the outside consultant.

EXHIBIT E

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

ORDINANCE 2004 - 55

AN ORDINANCE AMENDING ORDINANCE NO. 2003-31 AN ORDINANCE SETTING FORTH THE STANDARDS AND REGULATION FOR PAYMENT FOR DEVELOPMENT AND EXTENSION OF UTILITY COSTS UPON ANNEXATION AND/OR PLANNED UNIT DEVELOPMENT TO PROVIDE FOR AN INCREASE IN THE BRISTOL KENDALL FIRE PROTECTION DISTRICT FEE

WHEREAS, the UNITED CITY OF YORKVILLE is currently experiencing a substantial increase in population, together with the need to expand existing municipal services to provide for orderly growth and adequate municipal services; and

WHEREAS, the BRISTOL KENDALL FIRE PROTECTION DISTRICT provides fire protection, emergency medical services and rescue services for the UNITED CITY OF YORKVILLE; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the need for expanding municipal services and the need for capital purchases and reviewed the study conducted by the BRISTOL KENDALL FIRE PROTECTION DISTRICT, a copy of which is attached hereto and incorporated herein by reference, to support increases in the fees provided herein; and

WHEREAS, the UNITED CITY OF YORKVILLE has thoroughly reviewed the cost to be incurred to provide for the expansion of said City; and

WHEREAS, the City has determined that the following fees bear a rational relationship to the costs anticipated to be incurred by the various governmental entities and departments of the City to be affected; and

WHEREAS, the UNITED CITY OF YORKVILLE has previously enacted Ordinance No: 2003-31 which set standards and regulations for payment of the extension and development of capital costs for utility and governmental purposes; and

WHEREAS, one component of that Ordinance was to collect the sum of Three Hundred and 00/00 dollars ($300.00) for the acquisition of equipment and vehicles, maintenance of the BRISTOL KENDALL FIRE PROTECTION DISTRICT, and for other capital purchases of said BRISTOL KENDALL FIRE PROTECTION DISTRICT; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of One Thousand and 00/00 Dollars ($1,000.00) per single-family residential dwelling unit and single-family attached dwellings including, but not limited to, duplexes and town homes; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees to the sum of Five Hundred and 00/00 Dollars ($500.00) per unit of any multifamily structure, including, but not limited to, apartment buildings; and

WHEREAS, the UNITED CITY OF YORKVILLE has been requested by the BRISTOL KENDALL FIRE PROTECTION DISTRICT to increase the amount of said fees for all other occupancy classifications as follows:

a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars ($1,000.00) effective as of January 1, 2005 up and to April 30, 2006.

b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand Two Hundred and 00/00 Dollars ($1,200.00) effective from May 1, 2006 up and to April 30, 2007.

c. The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five Hundred and 00/00 Dollars ($1,500.00) effective from May 1, 2007

NOW THEREFORE, the UNITED CITY OF YORKVILLE, does upon Motion duly made, seconded and approved by a majority of those voting does hereby ORDAIN:

1 Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT payable per single-family residential dwelling unit and per single-family attached dwelling including, but not limited to, duplex and town home residential dwelling units from Three Hundred and 00/00 Dollars ($300.00) to One Thousand and 00/00 Dollars ($1,000.00) for each unit annexed, zoned, and platted on and subsequent to the effective date within the United City of Yorkville on a subsequent to the effective date of January 1, 2005 payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.

2. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT per unit of any

multifamily structure, including, but not limited to, apartment buildings to Five Hundred and 00/00 Dollars ($500.00) for each unit annexed, zoned, and platted for multifamily residential development within the United City of Yorkville on and subsequent to the effective date of January 1, 2005, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date .

3. Ordinance 2003-31 is hereby amended to increase the Development Fee for the BRISTOL KENDALL FIRE PROTECTION DISTRICT for all other occupancy classifications, including but not limited to Office District, B-1 Limited Business District, B-2 General Business District, B-3 Service Business District, B-4 Business District, M-1 Limited Manufacturing District and M-2 General Manufacturing District, as follows:

   a. The sum of 10.0 cents per square foot, with a minimum fee of One Thousand and 00/00 Dollars ($1,000.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective as of January 1, 2005 up and to April 30, 2006, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.

   b. The sum of 12.0 cents per square foot, with a minimum fee of One Thousand Two Hundred and 00/00 Dollars ($1,200.00) for any real property annexed,

zoned, and platted within the United City of Yorkville effective from May 1, 2006 up and to April 30, 2007, payable at the time of issuance of building permit, or payable at the time of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.

c. The sum of 15.0 cents per square foot, with a minimum fee of One Thousand Five Hundred and 00/00 Dollars ($1,500.00) for any real property annexed, zoned, and platted within the United City of Yorkville effective from May 1, 2007 forward, payable at the time of issuance of building permit for each unit annexed and zoned within the United City of Yorkville on and subsequent to the aforementioned effective date.

4. This Ordinance shall be contingent upon receipt by the UNITED CITY OF YORKVILLE of a written agreement in the form satisfactory to the UNITED CITY OF YORKVILLE which holds the UNITED CITY OF YORKVILLE harmless, including it and agreeing to defend the UNITED CITY OF YORKVILLE of any claim made as a result of the imposition or collection of said fees.

5. The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

EXHIBIT E

PAUL JAMES	___	MARTY MUNNS	Y
RICHARD STICKA	Y	WANDA OHARE	Y
VALERIE BURD	Y	ROSE SPEARS	Y
LARRY KOT	Y	JOSEPH BESCO	Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 12th day of October, A.D. 2004.

MAYOR

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois this 12th day of October, A.D. 2004.

Attest

CITY CLERK

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT E

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

9/10/96

96-11

AN ORDINANCE AMENDING THE TAP-ON
FEE SCHEDULE IN THE UNITED CITY OF YORKVILLE

WHEREAS, the cost of providing sanitary sewer services has risen substantially, over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of an increase in development; and

WHEREAS, the Mayor and City Council of the United City of Yorkville have determined it to be in the best interest of the City and its residents to increase the "Tap-On" fees for sanitary sewer service.

DEFINITIONS

"Outlet" - means each floor drain, wash basin, wash fountain, toilet, urinal, shower, air conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer; the flow of which ultimately is processed by Water Pollution Control of the Yorkville Bristol Sanitary District.

"Toilet"-means a bathroom, restroom or other facility having no more than 3 outlets (as defined herein).

PROVISIONS

1. Any residential property wishing to hook-up to city sanitary sewer service shall pay to the city a flat rate of $2,000.00 per dwelling unit. This is in addition to any and all other fees

charges by any other entity including the applicable sanitary district.

2. Any multi-family building will pay an additional fee of $400.00 for each drain unit for common area drains which include but are not limited to laundry rooms, floor drains etc. This additional fee shall be paid based on the summation of drain units times the $400.00 multiplier.

Laundry washer unit	x 1/2
Floor drain	x 1/2
Common use toilet	x 1 1/2
Common use shower	x 1
Common use sink	x 1/2
Pool facilities	x 2
Common use kitchens	x 1 1/2

3. All non-residential properties shall be charged a fee based on the total number of drain units as listed in the attached schedule "A", times a multiplier of $400.00. This fee is in addition to all other fees charged by any other entity including sanitary districts.

4. All toilets having more than 3 outlets, shall pay at the additional rate of 0.5 drain units per outlet each. This applies to both residential and non-residential properties.

5. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the City of Yorkville does not and will not assume any obligation or responsibility for damage caused by or resulting form any such single connection aforementioned.

6. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the City and/or State building and plumbing code or other applicable rules and regulations of the City of Yorkville or Yorkville Bristol Sanitary District.

7. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the City of Yorkville for purposes of disposal of polluted surface drainage.

8. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City of Yorkville and the Yorkville-Bristol Sanitary District. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the City Public Works Department before installation.

9. The applicant for the building sewer permit shall notify the Public Works Department when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the superintendent or his representative.

10. All Excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City of Yorkville Public Works Department.

EXHIBIT E

11: This Ordinance will be effective November, 1 1996.

IN ALL OTHER RESPECTS, the fee schedule and rates for the City of Yorkville shall remain unchanged.

Passed this 12th day of September, 1996

MAYOR

ATTESTED:

CITY CLERK By Deputy Clerk

Law Offices of Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT E

SCHEDULE "A"

USE OF BUILDING	NO. OF DRAIN UNITS
STORES, MERCANTILE AND OFFICE BUILDINGS	
Each private toilet	1
Each public toilet with no more than three outlets	1-½
Each additional outlet	½
Soda Fountain	1
Grocery Stores & Meat Markets with garbage grinders	2
DRIVE-INS	
Each public toilet	1-½
Kitchens	1-½
RESTAURANTS AND THEATERS	
Food service capacity No. of persons	
0-50	1
50-100	2
100-200	3
Each private toilet	1
Each public toilet	1-½
SERVICE STATIONS	
Each public toilet	1-½
Wash rack	2
CLUBS	
Each toilet	1-½
Restaurant charge as above	
MOTELS AND HOTELS	
Each room with bath or shower and/or toilet	1/3
Each public toilet	1-½
Restaurant charge as above	

EXHIBIT E

MOBILE TRAILER PARKS

Each trailer space with sanitary sewer outlet	½
Each automatic washer unit	½
Each public toilet	1-½
Each public shower	1

LAUNDRIES

Each automatic washer unit	½
Each public toilet	1-½

SELF-SERVICE CAR WASH

Per rack (covered)	1
Per rack (uncovered)	4

AUTOMATIC CAR WASH

Each production line	10
Each public toilet	1-½

NURSING HOMES AND HOSPITALS

Resident capacity of each building determined from architect's plans and specifications divided by 4 (Quotient to 2 decimal points)

SCHOOLS

Student capacity of each building determined from architect's plans and specifications divided by 12 (Quotient to 2 decimal points)

DORMITORIES, FRATERNITIES AND SORORITIES

Resident capacity of each building determined from architect's plans and specifications divided by 6 (Quotient to 2 decimal points)

EXHIBIT E

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

ORDINANCE NO. 2006-32

ORDINANCE AMENDING ORDINANCE 2003-79
AND REPEALING ORDINANCE 2005-40
ESTABLISHING MUNICIPAL WATER CONNECTION FEES IN
THE UNITED CITY OF YORKVILLE

WHEREAS, the United City of Yorkville has taken up, discussed and considered amending the City Ordinance 2003-79 regarding Municipal Water Connection Fees; and

WHEREAS, in amending City Ordinance 2003-79, City Ordinance 2005-40 (which previously amended Ordinance 2003-79) will by necessity be repealed.

WHEREAS, the Mayor and City Council have discussed that it may be prudent to amend said Ordinance 2003-79 to change certain connection fees by substituting the Charts defining Residential and Non-Residential Connection Fees depicted on the attached Exhibit "A" and Exhibit "B", in place of Exhibit "A" and Exhibit "B" in Ordinance 2003-79.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, upon Motion duly made, seconded and approved by the majority of those members of the City Council voting, hereby enact the water tap-on fee schedule set out in the attached Exhibit "A" and Exhibit "B", and

1. Any Ordinance or parts thereof in conflict with the provisions of this Ordinance, specifically including Ordinance 2005-40, are hereby repealed to the extent of such conflict with this Ordinance.

2. The portion of this Ordinance affecting the water connection fee as indicated in Exhibit "A" and Exhibit "B" shall become effective on June 15, 2006.

JAMES BOCK	Yes	JOSEPH BESCO	Yes
VALERIE BURD	Yes	PAUL JAMES	Yes
DEAN WOLFER	Yes	MARTY MUNNS	Yes
ROSE SPEARS	Yes	JASON LESLIE	Yes

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 25 Day of April, A.D. 2006.

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 25 day of April, A.D. 2006.

ATTEST:

CITY CLERK

Prepared by:

John Justin Wyeth
City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

EXHIBIT E

EXHIBIT A: RESIDENTIAL CONNECTION FEE

2006 WATER SYSTEM CONNECTION FEE UPDATE
United City of Yorkville, Kendall Co., IL

Residence Type	Projected P.E. Per Residence	Connection Fee Based On $1,057 / P.E.
Efficiency or Studio Apartment	1.00	$1,057
1 Bedroom Apartment/Condo	1.50	$1,586
2+ Bedroom Apartment/Condo	3.00	$3,171
1 Bedroom Townhome	1.50	$1,586
2+ Bedroom Townhome	3.00	$3,171
Duplex Home	3.50	$3,700
Single Family Home	3.50	$3,700

EEI
Engineering Enterprises, Inc.

EXHIBIT E

EXHIBIT B: NON-RESIDENTIAL CONNECTION FEE

2006 WATER SYSTEM CONNECTION FEE UPDATE

United City of Yorkville, Kendall Co., IL

Water Meter Size	Water Connection Fee
Less Than Or Equal To 1"	$3,700
1 1/2"	$4,000
2"	$5,000
3"	$8,000
4"	$15,000
6" and Larger	TBD

Legend

Non-Residential Land Use shall be considered all land uses other than those defined in Exhibit A, Page 1

TBD = Connection Fee To Be Determined By City Council on a Case-By-Case Basis

Engineering Enterprises, Inc.

EXHIBIT E

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

~~4/1/97~~
~~5.2.97~~
~~5.7.97~~
~~5.15.97~~
5.16.97

97-11

ORDINANCE ESTABLISHING A FEE TO FUND A NEW SANITARY SEWER RIVER CROSSING IN THE UNITED CITY OF YORKVILLE

WHEREAS, the cost of providing sanitary sewer service has risen substantially over the last several years; and

WHEREAS, the City of Yorkville has been required to provide sanitary sewer services and maintenance as a result of the increase in development and usage of City sanitary sewer mains; and

WHEREAS, the Yorkville Bristol Sanitary District which provides sanitary sewer treatment for the sewage transmitted through the City of Yorkville sanitary sewer mains has experienced a dramatic increase in demand for treatment of sanitary sewage; and

WHEREAS, studies conducted by the Yorkville Bristol Sanitary District and considered by the City of Yorkville's Engineer and Economic Development Committee have shown and found that there is not sufficient capacity in the current Fox River crossing siphons to transmit sewage to the Yorkville Bristol Sanitary District Treatment facility located on the north side of the Fox River, capable of addressing the demands from new development; and

WHEREAS, City of Yorkville will front fund the cost of a new river crossing by the Yorkville Sanitary District; and

WHEREAS, the City has established a fund to recover $595,000.00 to be given to the Yorkville Sanitary District by the City for the construction of a river crossing to transport sewage to the Yorkville Bristol Sanitary District plant on the north side of the Fox River.

EXHIBIT E

NOW THEREFORE BE IT ORDAINED BY THE UNITED CITY OF YORKVILLE a Sanitary Sewer River Crossing Fee is hereby established to fund a sanitary sewer river crossing in the UNITED CITY OF YORKVILLE under the following terms:

1. A fee is hereby established payable for each P.E. or Drain Unit at the issuance of every building permit issued by the United City of Yorkville, for any parcel of real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference.

A) For purposes of residential sanitary sewer conversions, P.E. shall be calculated at the rate of $25.00 per P.E. for single family residential properties.

B) For all other properties the fee shall be calculated on the basis of $25.00 per Drain Unit, as calculated per Ordinance No. 96-11.

C) The above fees will in addition, accumulate interest from the time of expenditure by the City at a rate of 8% per annum.

2. The above fees are to be paid for all building permits issued on real property located within the Sanitary Sewer Service area depicted in the attached Exhibit "A" incorporated herein by reference for which a new sanitary sewer connection is required.

3. The fee is applicable to both areas within the United City of Yorkville and areas/property outside the City boundaries which hooks-on to the City of Yorkville Sanitary Sewer System and serviced by Yorkville Bristol Sanitary District Plant.

4. This fee shall be required to be paid on all affected real properties after the effective date this Ordinance is passed and approved by the City Council; and due publication thereof.

5. The fees to be charged under the terms of the Ordinance shall be imposed for a period of

20 years from the date of the passage of this Ordinance by the City Council of the United City of Yorkville.

This fee is in addition to any other fees charged by the City of Yorkville for any other purpose including any other sanitary sewer fees.

That should any provision of this Ordinance be found to be invalid then the remaining portion of the Ordinance shall remain in full force and effect. This Ordinance shall be effective as to all building permits issued by the UNITED CITY OF YORKVILLE starting June 1, 1997

Passed and approved this 22nd day of May, 1997.

Robert A. Jukkala
MAYOR

ATTEST: Deborah K. Simmons
CITY CLERK

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT E

Sanitary Sewer River Crossing Service Area

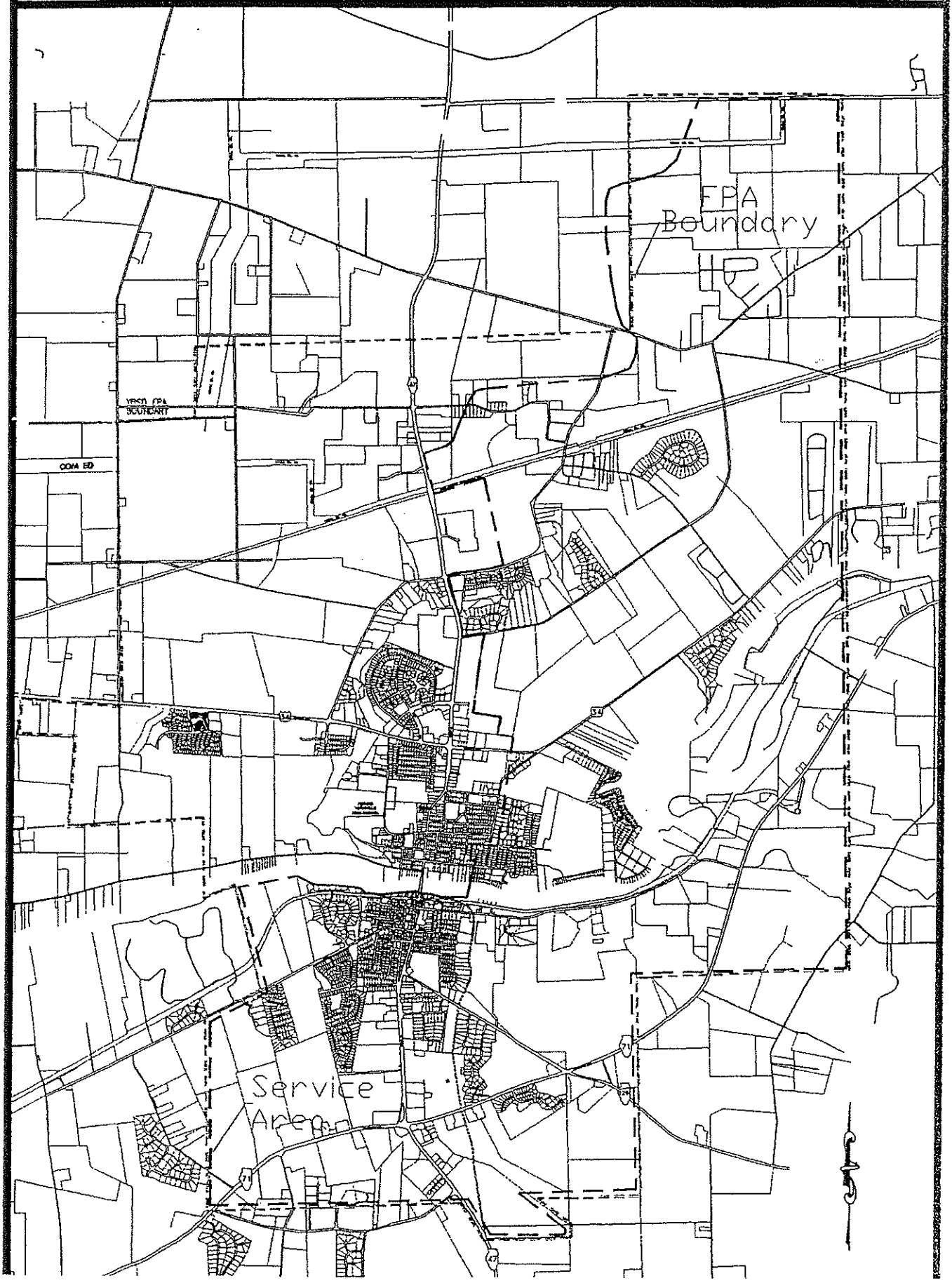
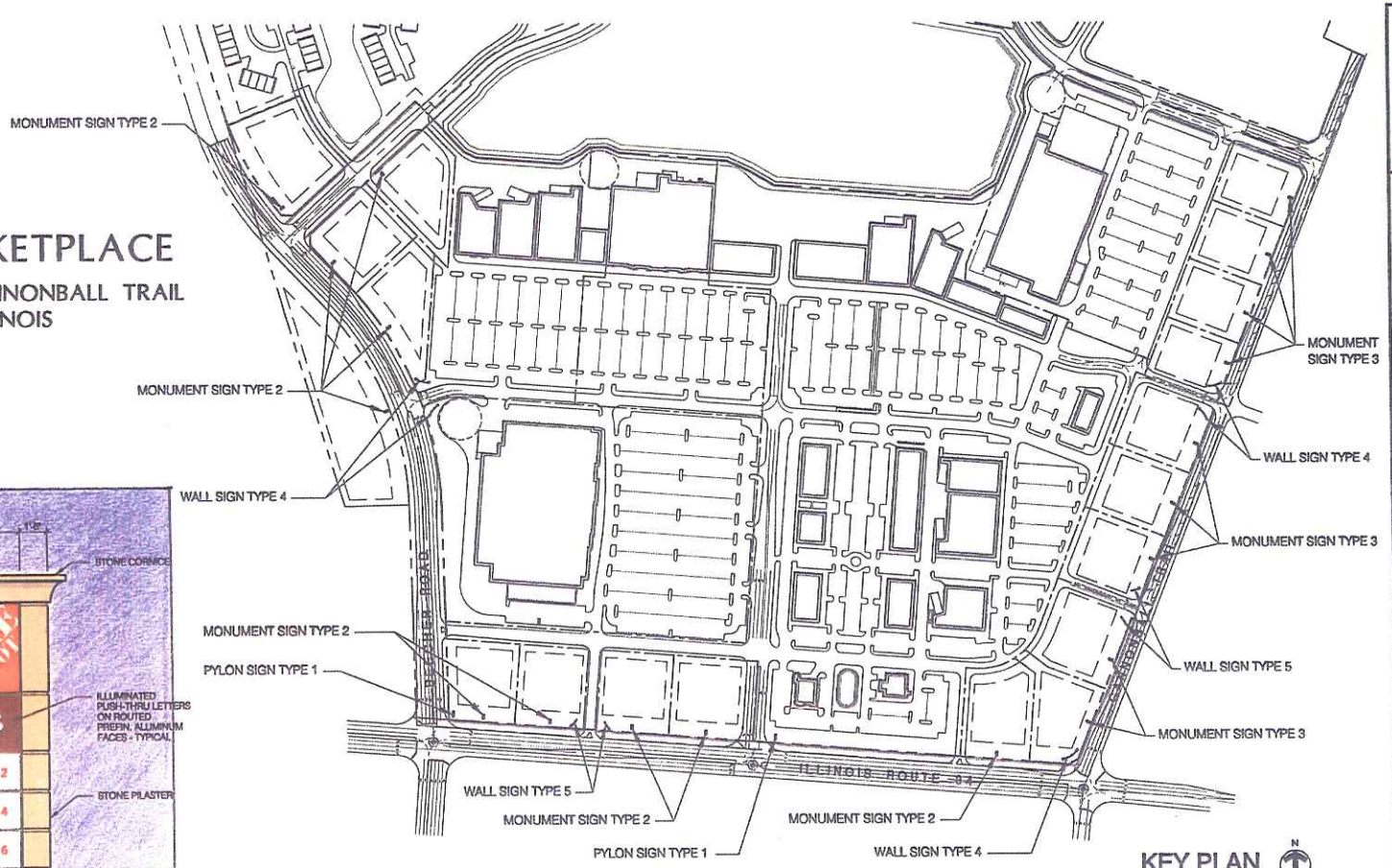


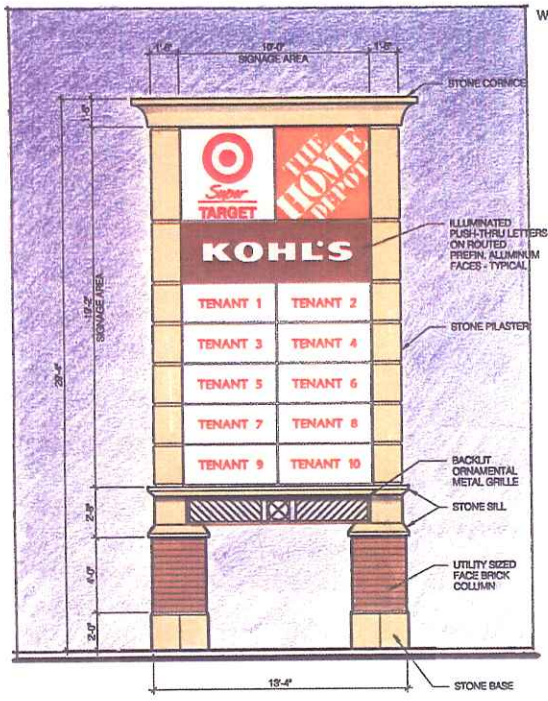
EXHIBIT F

PROJECT:

KENDALL MARKETPLACE

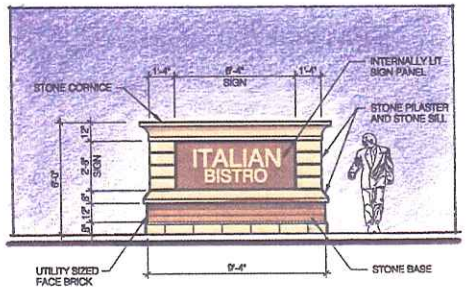
ILLINOIS ROUTE 34 & CANNONBALL TRAIL
YORKVILLE, ILLINOIS





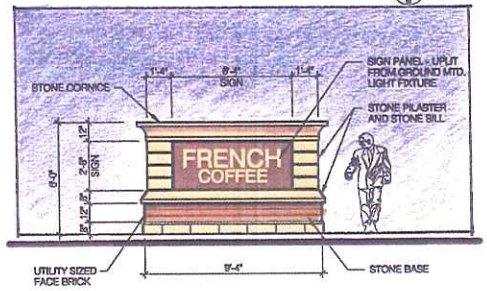
PYLON SIGN - TYPE (1)

192 S.F. TOTAL SIGN AREA



MONUMENT SIGN - TYPE (2)

(OUTLOT SIGN)



MONUMENT SIGN - TYPE (3)

(OUTLOT SIGN)

PFDA ARCHITECTS INC
30 N. WACKER DRIVE
SUITE 3300
CHICAGO, ILLINOIS 60606
TEL: (312) 795-1250
FAX: (312) 795-1251

PROJECT:
KENDALL MARKETPLACE
ILLINOIS ROUTE 34 & CANNONBALL TRAIL
YORKVILLE, ILLINOIS

OWNER/DEVELOPER:
MIDAMERICA DEVELOPMENT PARTNERS LLC

NO.	DATE	DESCRIPTION

SITE PLAN

S1

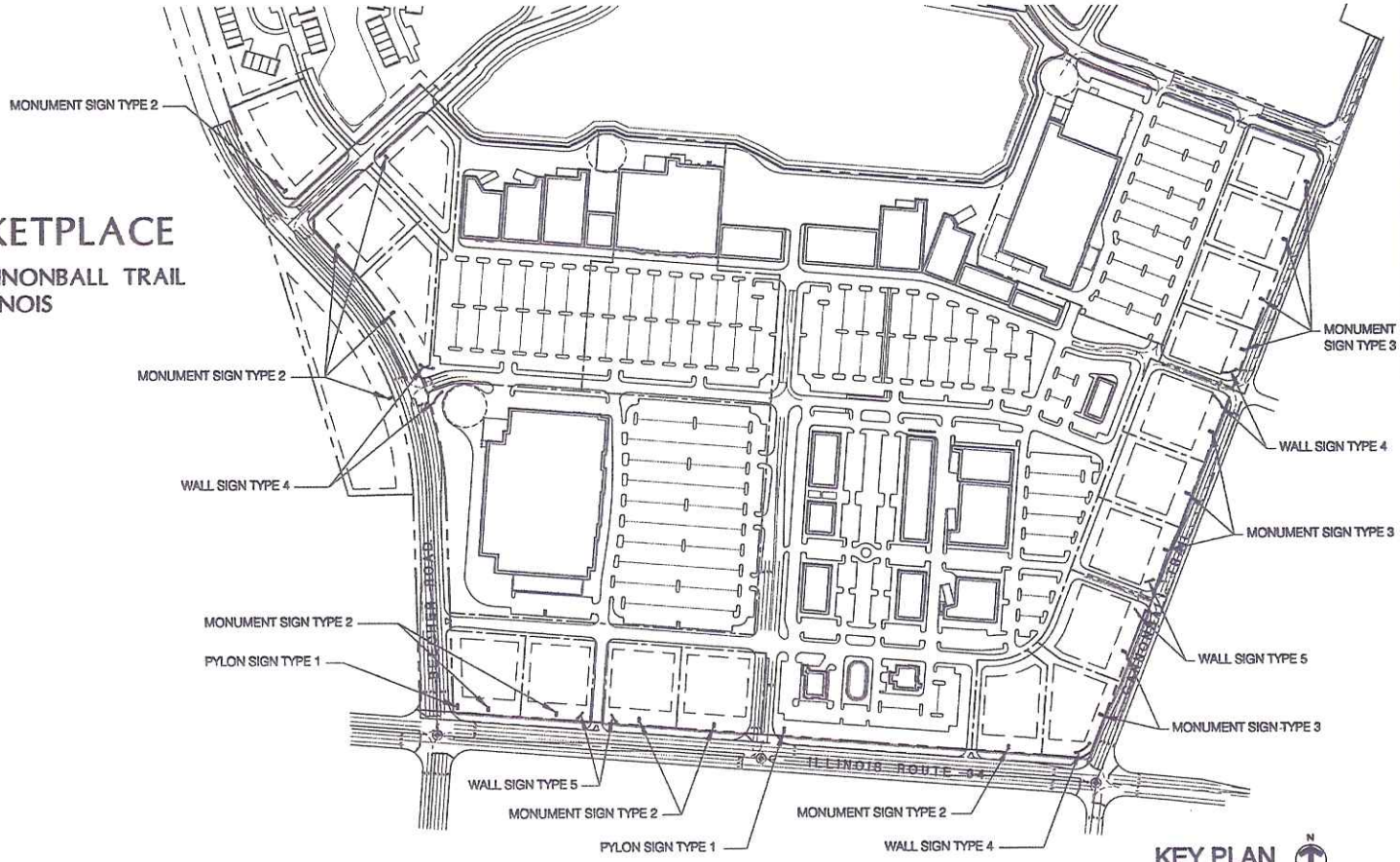
JOB NO. XXXX

EXHIBIT F

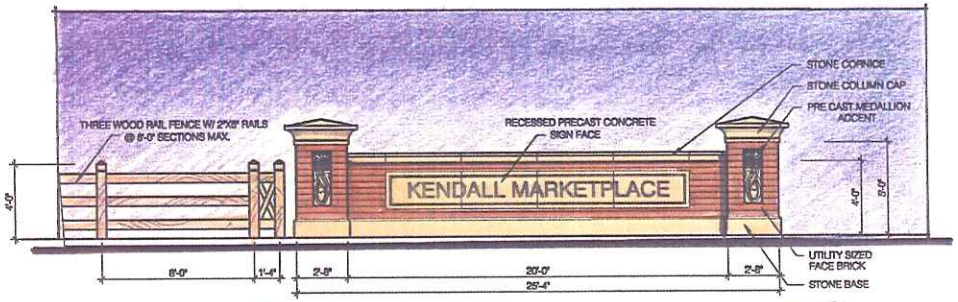
PROJECT:

KENDALL MARKETPLACE

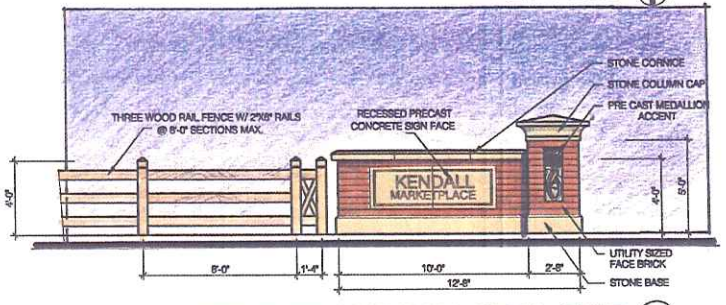
ILLINOIS ROUTE 34 & CANNONBALL TRAIL
YORKVILLE, ILLINOIS



KEY PLAN



SECONDARY ENTRANCE WALL SIGN - TYPE (4)
(CURVED WALL SIGN)



MINOR ENTRANCE WALL SIGN - TYPE (5)
(CURVED WALL SIGN)

PFDA ARCHITECTS, INC.
30 N. WACKER DRIVE
SUITE 1200
CHICAGO, ILLINOIS 60606
TEL: (312) 795-1030
FAX: (312) 795-1035

PROJECT:
KENDALL MARKETPLACE
ILLINOIS ROUTE 34 & CANNONBALL TRAIL
YORKVILLE, ILLINOIS

OWNER/DEVELOPER:
MIDAMERICA DEVELOPMENT PARTNERS LLC

NO.	DATE	DESCRIPTION

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SITE PLAN

S2

JOB NO. 10XXX

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

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Downstate Grant Program Public Hearing

Meeting and Date: City Council – May 12, 2020

Synopsis:

Council Action Previously Taken:

Date of Action: Action Taken:

Item Number:

Type of Vote Required:

Council Action Requested:

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

Illinois
Department of Commerce
& Economic Opportunity

Program Details

- The Downstate Small Business Stabilization Program has been established to provide working capital funds to community's businesses economically impacted by the COVID-19 virus. The program component makes funds available for 60 days of verifiable working capital up to a grant ceiling of $25,000.

Eligibility Criteria

- You must have been open in Yorkville since January 1, 2017. Any business that opened after that date is NOT eligible.
- You CANNOT be a franchise business.
- You must have a least one other W2 employee, in addition to the owner.
- You must have less than 50 employees.
- The ownership of your business must be exactly the same from January 1, 2017 to the current date.
- You must be a Non-Essential business, as defined by the State of Illinois.
- Some Essential business may apply, if social distancing is limiting the ability of the business to operate with customers/clients on a normal basis.

Requirements if Received

- Remain open for a minimum of 60 days after funding is awarded.
- Use half of the award funds for payroll expenses, and half for other working capital.
- The actual amount of the loan/grant is based on 2 months of actual business expenses, not to exceed $25,000.

Applications Received

- Advanced Physical Medicine of Yorkville, Ltd
- AGJS Inc DBA Tiki Tan
- BH Martial Arts
- C&C Studios, Inc dba Virtues In Motion Dance Studio
- Brenart Eye Clinic, LLC
- COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria
- Duy's Incorporated
- Harmony Aesthetics, LLC
- Haven Yorkville, LLC DBA Haven Medical Spa
- The Heartland School LLC
- Idea Marketing Group, Inc.
- Mike & Denise's Pigeon Hill Diner, Inc
- NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify)
- Sterchi Chiropractic, S.C.
- The Law Office Corporation
- Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center)
- Upper Crust Catering, Inc.
- White Water Ice Cream, LLC, DBA Foxy's Ice Cream

Requested Funds

- The total amount of CDBG funds to be requested is $436,644.00

Advanced Physical Medicine of Yorkville, Ltd

- The amount of funds requested: $25,000.00
- Advanced Physical Medicine of Yorkville (APMY) opened in July 2003. APMY has been in operation for nearly 17 years and has 15 employees. They help the Yorkville and surrounding communities by providing internal medicine, chiropractic care, physical therapy, massage therapy, and personal training. They support the community by generously giving back through donations, providing free or reduced cost care to patients in need, and using local businesses and vendors to financially support them.
- With the "shelter in place" being extended through the end of May 2020 and the potential of extending even longer, CDGB funds will be used to pay for fixed expenses such as malpractice insurance, software/medical contracts, and maintenance contracts not covered by the PPP loan. The vendors and insurance companies require that the monthly payments be made in full. If CDGB awards APMY a $25,000 grant, it would help to maintain business for about 2-3 weeks.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- In the future, APMY hopes to maintain all 15 employees, continue to provide care/treatment for patients who are medically indigent. and continue to give back to the Yorkville community. APMY believes this too shall pass and the Yorkville community will emerge even stronger than before.

AGJS Inc DBA Tiki Tan

- The amount of funds requested: $25,000.00
- Tiki Tan is a family owned tanning salon in Yorkville since May 2015.
- We have been closed as a result of the shelter in place with COVID 19 since Saturday, March 21, 2020 (our busiest season is March - June). We offer UV tanning, sunless tanning, red light therapy, and infrared sauna services to the community.
- If granted funds will be used for payroll, rent, and utility expenses. Being closed has completely wiped out any incoming funds that would be used to cover these operational expenses. All employees have been furloughed until further notice. Now that the extension has been pushed through May 30th we are facing another month's rent and upcoming Kendall County Property taxes. We do not have enough in our accounts to cover these expenses. It is our intention to retain our employees and your grant will help us to do so.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.

BH Martial Arts

- The amount of funds requested: $25,000.00
- BH Martial Arts and has been established since April 22, 2011. We provide quality martial arts lesson to the public. Our program helps people develop both physically and mentally.
- Our business constantly interacts with the local community by being involved in local schools, police stations, fire departments sharing techniques and principles with these groups.
- We need to apply for CDBG fund because of COVID-19. We had to close our business by the state's order. In order for us to keep paying our rent and pay for employees, We need funds until we reopen.

Brenart Eye Clinic LLC

- The amount of funds requested: $25,000.00
- We have been in business since 1980 at the Yorkville location.
- Due to the COVID 19 pandemic and the statewide closure of non-essential businesses, we have been forced to shut down and only perform medical emergency care since March of 2020.
- We are seeking CDBG funds to help lower the burden of these unprecedented times.
- We have introduced new protocols to keep patient and staff as safe as possible. We have installed ventilation air purification systems into our office. We increased cleaning and sanitation protocols to maintain a healthy environment. We have staggered staff and work schedules to keep employees safe. We have been purchasing PPE at premium prices. All these added precautions and protocols all have added costs with significant decrease in patient volume. We feel all these measures need to be taken for the health and safety of our patients and staff.
- We are seeking CDBG funds to help maintain doctor and staff salaries, rent and utilities. These funds will help keep our business open with doctor and staff employed until the statewide closure is lifted and we can resume normal business and normal patient care. Thank you for your consideration.

C&C Studios, Inc dba Virtues In Motion Dance Studio

- The amount of funds requested: $25,000.00
- The purpose of this project request is to maintain funding for working capital to retain employees and continue some regular business practices during the national emergency pandemic, Covid-19.
- VIM Dance Studio opened only a few short years ago in June of 2016.
- Because our business is primarily for children ages 2-18, we often follow the same guidelines for closures as our local school district mandates. We do this for the safety of our students as well as satisfying our clients for the sake of planning. With that said, our last day of business was March 16th. Due to the nature of our business. the impact of the current pandemic will not only cause financial difficulties until the building is open, but also for the months following the reopening to begin ramping the business back up again. Returning to the status of our business we were just weeks ago is going to take months, if not until next year. Our business focuses on families, children especially, and we expect that families will wait to return to our business fully when the threat of this virus has surpassed. We are ready to bring the business back to its feet the second we are able, but will most certainly need the financial assistance to do so. This grant opportunity will assist our successful business and the consideration for it is greatly appreciated.

COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria

- The amount of funds requested: $25,000.00
- Salsa Verde Restaurant is an independent, family-owned, fast-casual Mexican restaurant established in 2012 in Yorkville, IL. The current pandemic has affected our operation by 45% because we're limited on the operations of are restaurant and we are seeking funds to maintain our store running.
- If approved, the funds from this program would be used towards the purchase of food through our different vendors (US Foods, GFS, Primos Quality Foods, Supreme Lobster.El Milagro, etc.) The fund would also cover the hourly wages of the staff members we continue to employ as we adapt to the present times selling food for carry out and delivery. Other expenses that are also needed have to do with things like rent, electricity, gas, garbage and utilities, which we are hoping to address with each respective party.

Duy's Incorporated

- The amount of funds requested: $25,000.00
- Duy's Shoes has been in business since 1954 serving the surrounding communities with quality footwear.
- Without the income generated from promotional sales, as well as income from items sold at regular price, we have fallen behind on paying invoices that have come due. In addition, all employees had to be furloughed and collect unemployment benefits. If Duy's would be fortunate enough to receive this grant money, we would be able to divert income generated from sales from salaries to paying our vendors so that we could continue to receive inventory in a timely manner.
- If is our feeling that we are going to need to do extensive advertising and promoting in order to let our customers know we are alive and well. In addition to the cost of advertising, we are assuming we will need to offer discounts as an incentive to get our customers back into the store, therefore, making less profit on the items we sell. Again, with the help of this grant we would be able divert income generated from sales from salaries to paying our suppliers for inventory.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.

Harmony Aesthetics, LLC

- The amount of funds requested: $11,644.00
- Harmony Aesthetics was founded in June 2016 as a Sole Proprietorship, by Licensed Esthetician, Sandra Hurtado.
- Since its beginnings, Harmony Aesthetics has grown into a team of three part-time employees alongside the owner who is also a service provider. Sandra Hurtado is an active member of the community and local chamber of commerce. Over the course of four years, Harmony Aesthetics has donated several thousand dollars and countless gift certificates to many local non-profits. Harmony Aesthetics was voted Best of the Fox in Skincare for 2019 and received the Small Business of the Year award for 2019 from the Yorkville Area Chamber of Commerce.
- Due to the close personal nature of the services provided and the fact that Esthetic services are not considered essential, Harmony Aesthetics was required to close its door to all appointments. All employees had to be temporarily laid off due to the inability to work. However, fixed costs, such as rent, utilities, software costs, and employee needs have not seized. Expectations are that business will not rebound to pre-COVID conditions immediately after re-opening; the CDBG funds, if granted, would be used to ensure that Harmony Aesthetics would be able to continue paying the building rent, utilities, and other fixed expenses, as well as payroll to keep all staff employed during the transition time after re-opening.

Haven Yorkville, LLC DBA Haven Medical Spa

- The amount of funds requested: $25,000.00
- We have been in business since 2007 at the Yorkville location.
- Due to the COVID 19 pandemic and the statewide closure of non-essential businesses, we have been forced to shut down since March of 2020.
- It is very difficult to pay expenses with no income. Due to the nature of our business we were forced to close due to the statewide shut down. Our medical procedures that we perform on our patients are all cosmetic and not urgent.
- We need to purchase PPE and other safety equipment in preparation of a soft opening in a month or so. Keeping our patients' and staff safe and healthy is very important. We need to purchase cleaning and disinfecting supplies. We are trying to keep our staff busy and our doctor engaged by cleaning and disinfecting the office and reaching out to our patient base via social media. We are still paying rent and utilities for the office.
- We are seeking CDBG funds to help maintain our doctor and staff salaries, rent and utilities. These funds will help prepare our business opening when the statewide closure is lifted and we can resume normal business and normal patient care.

The Heartland School LLC

- The amount of funds requested: $25,000.00
- The Heartland School is a childcare provider that has been in business since August 14, 2014, with its only location being in Yorkville, Illinois. As of March 1 2020, we provided services for the families of over 200 local children and employed 31 staff, with the vast majority of them living in the Yorkville area.
- Due to the COVID-19 outbreak and the Governor's stay at home order, all of our staff except for our director have filed for unemployment.
- This grant will give us a slight safety net and help us to continue to pay for all of the other operating expenses we have.

Idea Marketing Group, Inc.

- The amount of funds requested: $25,000.00
- Idea Marketing Group was founded in July 2009 (almost 11 years).
- Funds would be used to help towards employee payroll and operations. We operate out of a 2,500 sqft office in Yorkville. Our mission is to keep all 13 employees working, all of which are currently working remotely during regular hours with families at home. Yet, we continue to have rent costs, utilities, and other costs for our office. We have cancelled as many monthly expenses as we can as well as negotiated costs for other needed services.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- Over the last decade, we have been an active business in the community supporting/sponsoring events and volunteering at local non-profits. A core value of working at Idea.

Mike & Denise's Pigeon Hill Diner, Inc

- The amount of funds requested: $25,000.00
- Mike & Denise's Pizzeria & Pub in Yorkville has been in business for the past 8 years.
- We house many meetings, parties, celebrations for Yorkville and surrounding area residents. We also try to take care of those kids who need that first job, the single mom who needs us to work around her family schedule, the college student who is trying to put him or herself through school. We also support many teams and groups.
- COVID-19 has put us in a real financial bind. We still have thousands of dollars in monthly rent, utilities, inventory and payroll with a very small percentage of money coming in through carry out and delivery only. With the financial help that is being offered, we will continue to employ as many people as possible and stay open until the state ban is lifted.

NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify)

- The amount of funds requested: $25,000.00
- We are a CrossFit gym (fitness facility) that opened in December of 2016 in Yorkville.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- The CDBG funds will be used to pay rent, utilities, dues and payroll once the PPP funds run out
- Looking forward, once the lock down is lifted we will not be able to fully resume a full membership base to pay our monthly expenses Many will choose not to come back to the gym until they feel safer in public. Our gym will most likely be limited to the number of people in the gym at one time which will also limit the amount of our members that are willing to return. We foresee an almost impossible future of being able to pay our expenses without additional funding going forward.

Sterchi Chiropractic, S.C.

- The amount of funds requested: $25,000.00
- We have been in operation in Yorkville since 2008.
- We have seen a significant decrease in our business operations due to the COVID-19 virus. We have seen a 50-60% loss in revenue specifically due to the virus limiting the patients we see and restrictions from some patients being seen in our office.
- Specific use of these funds will be used to support payroll costs to avoid employee layoffs and cover business expenses such as rent, utilities, and office expenses related to providing ongoing healthcare to our community due to the unexpected and sudden loss of revenue.

The Law Office Corporation

- The amount of funds requested: $25,000.00
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- Funds will be utilized to continue to pay employee salaries and cover fixed expenses to be able to keep the doors open as we await a return to normal business practices. The shutdown has resulted in a 100% loss of income.

Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center)

- The amount of funds requested: $25,000.00
- Thompson Chiropractic Clinilc, Inc. (DBA Exemplify Health Center) has been serving the Yorkville, IL an surrounding areas since February of 2004.
- Though deemed an essential service in Illinois, we have seen a substantial decline in visits and revenue since the initiation of a stay at home order in April. This has limited our appointments to emergencies and ability to service our patients with the initiation of social distancing and limiting the number of people within the office to under 10 people at one time.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- CBDG funds will be used to maintain payroll of employees (Excluding the principle owner), pay rent and utilities, as well as business supplies needed to service patients and perform administrative tasks.

Upper Crust Catering, Inc.

- The amount of funds requested: $25,000.00
- Upper Crust is a catering company that provides meals for people and businesses throughout the Yorkville community. As a result of the shelter in place order, our customers can no longer gather together and our sales have drastically gone down, while cost of operation stills exists. As a business, Upper Crust's survival relies on catering meals, almost exclusively, to groups of people.
- The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- The funds will help us continue to pay our employees' salaries, be able to advertise to stay afloat for to-go orders and to assist with paying bills.

White Water Ice Cream, LLC, DBA Foxy's Ice Cream

- The amount of funds requested: $25,000.00
- White Water Ice Cream, LLC, DBA Foxy's Ice Cream started business in 2011.
- Due to the virus we are limited to curbside and delivery only. This has significantly lowered my revenue and ability to pay workers.
- CDBG funds will be used to help pay for utilities, payroll, maintenance of the building and staff pay. These funds will enable me to bring people back to work and pay them.

Next Steps

- A Notice of Public Hearing was published in the Beacon Newspaper on May 5, 2020.
- All project information is available for viewing on our website here: https://www.yorkville.il.us/756/Downstate-Small-Business-Stabilization-P
- Passage of a Council Resolution of Support (during this meeting).
- Passage of a Fair Housing Resolution (during this meeting).
- A participation agreement must be signed by the City and the applicant prior to submission.
- IGA approval with Kendall County for the County's Revolving Loan Fund as collateral for the grants(if approved).

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Advanced Physical Medicine of Yorkville, Ltd, 207 Hillcrest Avenue, Suite A, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Advanced Physical Medicine of Yorkville, Ltd

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☑ No

Supported Business Address 1: 207 Hillcrest Ave. Ste. .A

Supported Business Address 2: _____

Supported Business City: Yorkville

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-2111

Supported Business E-Mail Address: drberkey@apmil.net

Supported Business FEIN or ITIN: 32-0038990

Supported Business DUNS (if not available, insert N./A): 011013589

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 8011

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Berkey
First Name: Brian
Title: President/Owner
Daytime Phone: 630-670-0255
Home Phone: 630-670-0255
E-Mail: drberkey@apmil.net

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP loan Amount Received: $ 138,529.57

Funding Program Name: N/A Amount Received: $ _____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

Advanced Physical Medicine of Yorkville (APMY) opened in July 2003. APMY has been in operation for nearly 17 years and has 15 employees. The employees include medical doctors, chiropractic physicians, physical therapists, massage therapists, and personal trainers. They help the Yorkville and surrounding communities by providing internal medicine, chiropractic care, physical therapy, massage therapy, and personal training. They support the community by generously giving back through donations, providing free or reduced cost care to patients in need, and using local businesses and vendors to financially support them.

In 2019, APMY had 500 new patients and 12,342 office visits/treatments. For those patients with a financial hardship (medically indigent), APMY provided $1,960,875 in fee reductions and $413,985 in free care. APMY provided $3,712,247 in total for all care provided in 2019. Therefore, 64% of all care provided by APMY was donated to the community and its residents.

During this time of the COVID 19 pandemic, APMY has completely furloughed 9 of its 15 employees. The remaining 6 employees are working about 30% of their normal hours. APMY is providing in office treatment on a limited basis Monday, Wednesday, and Friday mornings. They are providing internal medicine (telehealth) on a limited basis 7 days a week to continue to care for the primary care needs. They have been helping patients stay out the the urgent care facilities, emergency rooms, and hospitals in order to not overwhelm the hospital systems.

Despite having reduced hours, there are still fixed monthly expenses such as rent, utilities, software/medical contracts, malpractice insurance, employee benefits, maintenance fees, etc. From 3/21/2020 - 4/20/2020, APMY has had a 59% reduction in collections compared to the same period last year. This reduction in collections is a direct result of the Illinois COVID 19 "shelter in place" order by governor Pritzker. While APMY is an "essential" business, a large percentage of our patients are elderly and have been staying at home to reduce their risk and the spread of COVID 19. While the government mandate has saved potentially 1,000's of lives, it has destroyed the financial strength of many businesses. APMY's financial reserves are dwindling and they are in need of financial assistance. With the "shelter in place" being extended through the end of May 2020 and the potential of extending even longer, CDGB funds will be used to pay for fixed expenses such as malpractice insurance, software/medical contracts, and maintenance contracts not covered by the PPP loan. The vendors and insurance companies require that the monthly payments be made in full. If CDGB awards APMY a $25,000 grant, it would help to maintain business for about 2-3 weeks.

In the future, APMY hopes to maintain all 15 employees, continue to provide care/treatment for patients who are medically indigent, and continue to give back to the Yorkville community. APMY believes this too shall pass and the Yorkville community will emerge even stronger than before.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	370,636	Yes	No	156,013
December 31, 2018	166,316	Yes	No	157,459
December 31,2019	307,283	Yes	No	47,244
Current:				48742

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		102963
Personnel (Salary & Wages)	53189	
Fringe Benefits	3115	
Equipment	8068	
Inventory	245	
Supplies	2910	
Occupancy (Rent & Utilities)	10557	
Telecommunications	814	
Other (Specify) Continuing Ed	4075	
Other (Specify) Insurance	1482	
Other (Specify) Marketing	3331	
Total of All Expenditures		87686
Monthly Net Income (Total Income – Total of All Expenditures)		15277

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

24A

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

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207A HILLCREST AVE SUITE A
YORKVILLE IL 60560

STATEMENT SUMMARY	January 1, 2020 through January 31, 2020		
Account Description	**Account #**	**Beginning Balance**	**Ending Balance**
Deposit Accounts			
Business 300 Class Checking		66,265.74	78,041.51
		Total on Deposit	**$78,041.51**

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Business 300 Class Checking	$78,041.51		Account Detail
Beginning Balance	$66,265.74	Items Enclosed	0
Total Deposits	71 for $103,534.78		
Total Withdrawals	30 for $91,759.01		
Ending Balance	**$78,041.51**		

We process transactions based on the available balance. The Available Balance is what's left after we've subtracted any debits or holds; it does not include any deposits that haven't yet posted to the account.
Today, a merchant may initiate a request for funds via a debit card transaction, but then wait a few days to process their request for final payment. During this delay, the request for funds may drop off, allowing other transactions/fees to post to the account. By the time the merchant processes their request for final payment, funds may no longer be available and the **transaction could exceed the Available Balance on the account resulting in additional fees**. Going forward, funds for debit card transactions (both credits and debits) will be reserved at the time the merchant initiates the request for authorization. Funds will be reserved for three business days or until the transaction posts to the account. This prevents these funds from being used for additional debit transactions during any processing delays, making it less likely to exceed the account's Available Balance and incur fees.

Deposit Activity

✓	Date	Post Date	Description	Amount
	ELECTRONIC			
☐	01/02	01/02	AARP Supplementa Hcclaimpmt *****8990	38.69
☐	01/02	01/02	Unitedhealthcare Hcclaimpmt *****8990	354.45
☐	01/02	01/02	Bankcard Mtot Dep *****5000106484	551.63
☐	01/03	01/03	Unitedhealthcare Hcclaimpmt *****8990	170.80
☐	01/03	01/03	Bcbs Illinois Hcclaimpmt C19365E07629450	256.20
☐	01/03	01/03	Bankcard Mtot Dep *****5000106484	636.11
☐	01/03	01/03	Bcbs Illinois Hcclaimpmt C19365E07629440	1,853.52
☐	01/06	01/06	Humana Govt Busi Hcclaimpmt *****63631	7.92
☐	01/06	01/06	Bankcard Mtot Dep *****5000106484	160.00
☐	01/06	01/06	Bankcard Mtot Dep *****5000106484	415.00
☐	01/06	01/06	Ngs, Inc. Hcclaimpmt *****15609	2,395.36
☐	01/07	01/07	Bankcard Mtot Dep *****5000106484	645.00
☐	01/08	01/08	AARP Supplementa Hcclaimpmt *****8990	60.04
☐	01/08	01/08	Bankcard Btot Dep *****5000106484	183.00
☐	01/09	01/09	United World Hcclaimpmt H10200107320038	29.49
☐	01/09	01/09	United of Omaha Hcclaimpmt H02200107320038	29.49
☐	01/09	01/09	Unitedhealthcare Hcclaimpmt *****8990	39.89
☐	01/09	01/09	Unitedhealthcare Hcclaimpmt *****8990	104.64
☐	01/09	01/09	Bcbs Illinois Hcclaimpmt C20007E08058570	114.36
☐	01/09	01/09	Aetna H09 Hcclaimpmt *****47638	147.46
☐	01/09	01/09	Unitedhealthcare Hcclaimpmt *****8990	505.55
☐	01/09	01/09	Unitedhealthcare Hcclaimpmt *****8990	566.14
☐	01/09	01/09	Bcbs Illinois Hcclaimpmt C20007E08058560	1,983.01
☐	01/09	01/09	Bankcard Mtot Dep *****5000106484	3,543.00
☐	01/09	01/09	Bcbs Illinois Hcclaimpmt C20007E08058550	4,147.61

Business 300 Class Checking $78,041.51 Continued

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	01/10	01/10	Bankcard Mtot Dep *****5000106484	90.00
☐	01/13	01/13	Bankcard Mtot Dep *****5000106484	90.00
☐	01/13	01/13	Bankcard Mtot Dep *****5000106484	197.15
☐	01/14	01/14	Aetna As01 Hcclaimpmt *****33812	22.13
☐	01/14	01/14	Bankcard Mtot Dep *****5000106484	75.00
☐	01/14	01/14	Aetna As01 Hcclaimpmt *****47638	77.60
☐	01/15	01/15	Umr Hcclaimpmt *****8990	99.85
☐	01/16	01/16	AARP Supplementa Hcclaimpmt *****8990	8.14
☐	01/16	01/16	Bcbs Illinois Hcclaimpmt C20014E08533670	132.11
☐	01/16	01/16	Bankcard Mtot Dep *****5000106484	504.57
☐	01/16	01/16	Bcbs Illinois Hcclaimpmt C20014E08533660	1,768.51
☐	01/21	01/21	Bankcard Mtot Dep *****5000106484	105.00
☐	01/21	01/21	Bankcard Mtot Dep *****5000106484	200.00
☐	01/21	01/21	Bankcard Mtot Dep *****5000106484	1,782.00
☐	01/22	01/22	Humana Govt Busi Hcclaimpmt *****18502	125.34
☐	01/22	01/22	Ngs, Inc. Hcclaimpmt *****15609	4,846.26
☐	01/23	01/23	Aetna H09 Hcclaimpmt *****33812	48.91
☐	01/23	01/23	AARP Supplementa Hcclaimpmt *****8990	101.05
☐	01/23	01/23	Aetna H09 Hcclaimpmt *****47638	225.92
☐	01/23	01/23	Unitedhealthcare Hcclaimpmt *****8990	230.20
☐	01/23	01/23	Bcbs Illinois Hcclaimpmt C20021E08928740	260.02
☐	01/23	01/23	Bcbs Illinois Hcclaimpmt C20021E08928730	761.58
☐	01/23	01/23	Bankcard Mtot Dep *****5000106484	2,037.00
☐	01/23	01/23	Bcbs Illinois Hcclaimpmt C20021E08928720	7,352.82
☐	01/24	01/24	United World Hcclaimpmt H10200122320038	40.30
☐	01/24	01/24	Gpm Health Ins Hcclaimpmt Ht5200122320038	49.78
☐	01/24	01/24	Bankcard Mtot Dep *****5000106484	576.00
☐	01/27	01/27	Humana Ins CO Hcclaimpmt 402614	83.19
☐	01/27	01/27	Bankcard Mtot Dep *****5000106484	220.00
☐	01/27	01/27	Bankcard Mtot Dep *****5000106484	347.72
☐	01/28	01/28	Aetna As01 Hcclaimpmt *****47638	78.47
☐	01/28	01/28	Aetna A04 Hcclaimpmt *****47638	149.51
☐	01/28	01/28	Aetna As01 Hcclaimpmt *****33812	192.18
☐	01/28	01/28	Bankcard Mtot Dep *****5000106484	375.00
☐	01/30	01/30	Humana Ins CO Hcclaimpmt 402614	86.09
☐	01/30	01/30	Unitedhealthcare Hcclaimpmt *****8990	288.46
☐	01/30	01/30	Bankcard Mtot Dep *****5000106484	520.00
☐	01/30	01/30	Bcbs Illinois Hcclaimpmt C20028E09467400	661.26

Business 300 Class Checking $78,041.51 — Continued

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	01/30	01/30	Bcbs Illinois Hcclaimpmt C20028E09467390	1,366.24
☐	01/30	01/30	Bcbs Illinois Hcclaimpmt C20028E09467380	10,500.05
☐	01/31	01/31	Humana Govt Busi Hcclaimpmt *****49756	17.61
☐	01/31	01/31	Bankcard Mtot Dep *****5000106484	242.99
			Total Electronic Deposits	**$55,874.37**
			PAPER — **Deposit #**	
☐	01/14	01/14	Customer Deposit	9,071.45
☐	01/22	01/22	Customer Deposit	17,059.33
☐	01/30	01/30	Customer Deposit	3,928.46
☐	01/30	01/30	Customer Deposit	17,601.17
			Total Paper Deposits	**$47,660.41**

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	01/02	01/02	Bankcard Mtot Disc *****5000106484	244.53
☐	01/02	01/02	Transfer Funds Debit	6,250.00
☐	01/03	01/03	Adp Payroll Fees Adp - Fees 2rfzz 9109610	87.27
☐	01/03	01/03	Norcal Mutual IN 8444667225 2ki93Y4tdylof6l	764.00
☐	01/06	01/06	Fnbo-Il Xfer Ckg Billpay	9,667.00
☐	01/09	01/09	Adp Tax Adp Tax Rofzz 011001A01	5,887.15
☐	01/09	01/09	Adp Wage Pay Wage Pay *****6669995fzz	13,426.49
☐	01/13	01/13	Central Insuranc Payment #78970117	605.25
☐	01/14	01/14	Comed Util_Bil *****34021 0114	74.90
☐	01/14	01/14	Comed Util_Bil *****32027 0114	75.93
☐	01/14	01/14	Comed Util_Bil *****33079 0114	146.04
☐	01/14	01/14	Comed Util_Bil *****31048 0114	146.24
☐	01/14	01/14	Comed Util_Bil *****30032 0114	168.44
☐	01/14	01/14	Cmcs Management, ACH 631-786-4253	199.00
☐	01/17	01/17	Adp Payroll Fees Adp - Fees 2rfzz 2619183	87.27
☐	01/17	01/17	Nicor Gas Gas Paymnt *****89252	182.48
☐	01/17	01/17	Spectrumit Spectrumit Dr. Berkey	1,179.66
☐	01/23	01/23	Adp Tax Adp Tax Rofzz 012402A01	6,215.46
☐	01/23	01/23	Adp Wage Pay Wage Pay *****3733551fzz	15,090.22
☐	01/23	01/23	Chase Credit Crd Autopay *****0000132190	20,699.74
☐	01/29	01/29	Adp Payroll Fees Adp - Fees 2rfzz 9011015	139.30
☐	01/31	01/31	Adp Payroll Fees Adp - Fees 2rfzz 0240420	87.27
			Total Electronic Withdrawals	**$81,423.64**

Business 300 Class Checking $78,041.51 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
	PAPER			
☐	01/10	01/10	Check Image Check #1217	1,670.15
☐	01/13	01/13	Check Image Check #5495	271.25
☐	01/13	01/13	Check Image Check #5500	556.50
☐	01/13	01/13	Check Image Check #5501	2,062.50
☐	01/22	01/22	Check Image Check #1218	1,663.97
☐	01/27	01/27	Check Image Check #5505	2,625.00
☐	01/27	01/27	Check Image Check #5506	1,386.00
☐	01/30	01/30	Check Image Check #5503	100.00
			Total Paper Withdrawals	**$10,335.37**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	1217	01/10	1,670.15	☐	1218	01/22	1,663.97	☐	5495	01/13	271.25
☐	5500	01/13	556.50	☐	5501	01/13	2,062.50	☐	5503	01/30	100.00
☐	5505	01/27	2,625.00	☐	5506	01/27	1,386.00				

Business Bill Pay is changing to PayMaker.

We are excited to announce the arrival of PayMaker, our new payments workflow solution! If you're enrolled and utilizing Business Bill Pay, you'll soon need to make the switch to PayMaker.

Learn how to get started transitioning: **fnbo**.com/ipay

END OF STATEMENT

CONTACT INFORMATION
Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date.** Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Brian D Berkey	7973	✓		✓			
Tiffany Berkey	3844	✓			✓		
Joseph Minardi	4947	✓				✓	
Farah Malik	7277	✓			✓		
Jessica Jaquez	8572	✓				✓	
Cassie Weder	9145	✓				✓	
Diane Johnson	1495	✓				✓	
Shirley Staples	5126	✓				✓	
Leslie Faltz	7586	✓				✓	
Michael Gaul	3109	✓		✓			
Joseph Pignato	7142	✓		✓			
Mary C Clark	6375	✓				✓	
Richard Hazlett	9458	✓					✓
LaVerne Smith	0994		✓			✓	
Molly Wilde	1442		✓			✓	
Jose Luis Gutierrez	2007	✓					✓
Terri Patterson	9321	✓		✓			
TOTAL:		15					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Brian D. Berkey Digitally signed by Brian D. Berkey Date: 2020.04.26 12:30:46 -05'00'	04/26/2020
Signature of Chief Executive Officer	Date
Brian D. Berkey	
Typed Name of Chief Executive Officer	
Advanced Physical Medicine of Yorkville	32-0038990
Name of Business	FEIN #
207 Hillcrest Ave. Ste. A Yorkville, IL 60560	011013589
Business Address	DUNS #
	8011
	SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of Yorkville ("Unit of Local Government") and Advanced Physical Medicine of Yorkville, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
Brian D. Berkey
By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

SOA

File Number 6249-085-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ADVANCED PHYSICAL MEDICINE OF YORKVILLE, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 24, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 26TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011700456 verifiable until 04/26/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*monthly*	*$ 59,065.00*	*2*	***$ 118,130.00***
Fringe Benefits	*1*	*monthly*	*$ 6,571.00*	*2*	***$ 13,142.00***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 10,667.00*	*2*	***$ 21,334.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 914.00*	*2*	***$ 1,828.00***
Telecommunications & Internet	*1*	*monthly*	*$ 766.00*	*2*	***$ 1,532.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 1,929.00*	*2*	***$ 3,858.00***
Supplies (office-related)	*1*	*monthly*	*$ 3,958.00*	*2*	***$ 7,916.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*monthly*	*$ 8,431.00*	*2*	***$ 16,862.00***
Other (specify): Property Tax	*1*	*monthly*	*$ 2,037.00*	*2*	***$ 4,074.00***
Other (specify): Donations	*1*	*monthly*	*$ 245.00*	*2*	***$ 490.00***
					$ -
				State Total	***$ 189,166.00***

Total State-Funded Working Capital ***$ 189,166.00***

Working Capital Narrative (State):

The above working capital expenditures includes all of 2019 expenses divided by 12 to create an average monthly amount. Therefore the quantity is listed as "1" which means it is one month. The basis is listed as monthly meaning it is the average monthly expense. The cost is the actual average monthly expense for 2019 for that specific category. The length of time is listed as 2 meaning 2 months.

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County _____ No

Supported Business Address 1: _____

Supported Business Address 2: _____

Supported Business City: _____

Supported Business State: _____

Supported Business Zip: 99999-9999: _____

Supported Business Phone Number _____

Supported Business E-Mail Address: _____

Supported Business FEIN or ITIN: _____

Supported Business DUNS (if not available, insert N./A): _____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ _____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No _____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ____ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
____ No _____ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017				
December 31, 2018				
December 31,2019				
Current:				

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total of All Expenditures		
Monthly Net Income (Total Income – Total of All Expenditures)		

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

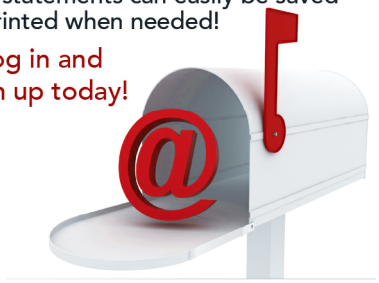
Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

AGJS INC
TIKI TAN
601 HAYDEN DR
YORKVILLE IL 60560

STATEMENT SUMMARY — March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Business Free Checking		8,543.06	7,920.16
		Total on Deposit	**$7,920.16**

Fast. Simple. Safe.
Receive quick access to your monthly statement with Paperless Statements. Past statements can easily be saved or printed when needed!
Log in and sign up today!



Member FDIC EQUAL HOUSING LENDER

Business Free Checking [redacted]	$7,920.16	Account Detail

Beginning Balance	$8,543.06	Items Enclosed	0
Total Deposits	25 for $11,068.85		
Total Withdrawals	16 for $11,691.75		
Ending Balance	**$7,920.16**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit fnbo.com/ipay to learn more.

Deposit Activity

ELECTRONIC

✓	Date	Post Date	Description			Amount
☐	03/02	03/02	Square Inc	200302P2	L208517598884	315.00
☐	03/02	03/02	Square Inc	200302P2	L208517598886	492.32
☐	03/02	03/02	Square Inc	200302P2	L208517598885	548.10
☐	03/02	03/02	Square Inc	200302P2	L208517598887	3,171.85
☐	03/04	03/04	Square Inc	200304P2	L208518184678	301.89
☐	03/05	03/05	Square Inc	200305P2	L208518518758	297.89
☐	03/06	03/06	Square Inc	200306P2	L208518871095	471.05
☐	03/09	03/09	Square Inc	200309P2	L208519470531	150.96
☐	03/09	03/09	Square Inc	200309P2	L208519470530	173.27
☐	03/09	03/09	Square Inc	200309P2	L208519470529	337.01
☐	03/09	03/09	Square Inc	200309P2	L208519470528	366.92
☐	03/10	03/10	Tiki Tan	Tiki Tan	Gms-016yes-0063	495.74
☐	03/11	03/11	Square Inc	200311P2	L208520059385	184.49
☐	03/12	03/12	Square Inc	200312P2	L208520388046	201.55
☐	03/13	03/13	Square Inc	200313P2	L208520743367	302.98
☐	03/16	03/16	Square Inc	200316P2	L208521341501	54.94
☐	03/16	03/16	Square Inc	200316P2	L208521341500	73.12
☐	03/16	03/16	Square Inc	200316P2	L208521341498	365.46
☐	03/16	03/16	Square Inc	200316P2	L208521341499	566.14
☐	03/18	03/18	Square Inc	200318P2	L208521847946	73.14
☐	03/19	03/19	Square Inc	200319P2	L208522022014	289.84
☐	03/20	03/20	Square Inc	200320P2	L208522208461	15.82
☐	03/23	03/23	Square Inc	200323P2	L208522560029	8.86
☐	03/23	03/23	Square Inc	200323P2	L208522560028	72.97
					Total Electronic Deposits	**$9,331.31**

Business Free Checking [redacted] $7,920.16 Continued

Deposit Activity

✓	Date	Post Date	Description	Amount
			PAPER **Deposit #**	
☐	03/18	03/18	Customer Deposit	1,737.54
			Total Paper Deposits	**$1,737.54**

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/03	03/03	Auto Pmt For Loan 0000000000000000020070521	698.91
☐	03/04	03/04	Precision Payrol Tax Col.	434.22
☐	03/04	03/04	Agjs Inc Payroll 6013	1,308.39
☐	03/06	03/06	Online Transfer To Acct Ending 1512	132.12
☐	03/11	03/11	Gulf Managem(9) Operations Gmh00702400061	8.55
☐	03/11	03/11	Bill.Com Payables 016rotjhj1cfjda	698.28
☐	03/13	03/13	Bill.Com Payables 016arlbav1cja1G	44.97
☐	03/13	03/13	Bill.Com Payables 016mwcpaq1cja1L	2,500.00
☐	03/16	03/16	Bill.Com Payables 016leisrz1cl98X	44.67
☐	03/16	03/16	Il. Dept Of Reven Edi Pymnts*****424116064	180.00
☐	03/18	03/18	6013 Agjs Inc Payroll 6013	2,208.91
☐	03/27	03/27	Bill.Com Payables 016ewkgnh1D08cf	41.88
☐	03/31	03/31	Auto Pmt For Loan 0000000000000000020070521	698.91
			Total Electronic Withdrawals	**$8,999.81**
			PAPER	
☐	03/06	03/06	Check Image Check #1006	89.94
☐	03/10	03/10	Check Image Check #1005	2,200.00
☐	03/16	03/16	Check Image Check #1008	402.00
			Total Paper Withdrawals	**$2,691.94**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	1005	03/10	2,200.00	☐	1006	03/06	89.94	☐	1008	03/16	402.00

END OF STATEMENT

CONTACT INFORMATION

Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

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CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

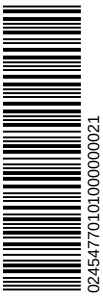
February 29, 2020 through March 31, 2020
Account Number:

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-242-7338**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00245477 DRE 111 141 09220 NNNNNNNNNNN T 1 000000000 63 0000

AGJS, INC.
DBA TIKI TAN
601 HAYDEN DR
YORKVILLE IL 60560-4611



CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		**$12,613.89**
Electronic Withdrawals	1	-95.00
Ending Balance	**1**	**$12,518.89**

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/12	Quickpay With Zelle Payment To Jon Stafford 9291621492	$95.00
Total Electronic Withdrawals		**$95.00**

The monthly service fee of $15.00 was waived this period because you maintained a minimum daily balance of $1,500.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT
03/12	$12,518.89

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	0
Deposits / Credits	0
Deposited Items	0
Transaction Total	**0**

SERVICE FEE CALCULATION	AMOUNT
Service Fee	$15.00
Service Fee Credit	-$15.00
Net Service Fee	**$0.00**
Excessive Transaction Fees (Above 100)	$0.00
Total Service Fees	**$0.00**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

JPMorgan Chase Bank, N.A. Member FDIC

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
TOTAL:							

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Amanda K Grzywa
Signature of Chief Executive Officer

4-28-2020
Date

Amanda K Grzywa
Typed Name of Chief Executive Officer

AGJS Inc DBA Tiki Tan
Name of Business

47-4084602
FEIN #

728 E Veterans Pkwy. Suite 104 Yorkville, IL 60560
Business Address

DUNS #

7299
SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 7021-903-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AGJS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 22, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 29TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2012002256 verifiable until 04/29/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*Monthly*	*$ 5,097.00*	*2*	***$ 10,194.00***
Fringe Benefits	*1*	*Monthly*	*$ -*	*2*	***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthly*	*$ 3,778.00*	*2*	***$ 7,556.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthly*	*$ 716.00*	*2*	***$ 1,432.00***
Telecommunications & Internet	*1*	*Monthly*	*$ 238.00*	*2*	***$ 476.00***
Inventory/Goods Necessary to do Business	*1*	*Monthly*	*$ 1,544.00*	*2*	***$ 3,088.00***
Supplies (office-related)	*1*	*Monthly*	*$ 513.00*	*2*	***$ 1,026.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*Monthly*	*$ 535.00*	*2*	***$ 1,070.00***
Other (specify): Construction Loan (moved locations)	*1*	*Monthly*	*$ 699.00*	*2*	***$ 1,398.00***
Other (specify): Credit Card Processing Fees	*1*	*Monthly*	*$ 396.00*	*2*	***$ 792.00***
					$ -
				State Total	***$ 27,032.00***

Total State-Funded Working Capital ***$ 27,032.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of BH Martial Arts, 664 W Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Bh martial arts

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in kendal County ☐ No

Supported Business Address 1: 664 w veterans pkwy

Supported Business Address 2:

Supported Business City: yorkville

Supported Business State: illinois

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-2245

Supported Business E-Mail Address: bhmayorkville@gmail.com

Supported Business FEIN or ITIN: 45-1877487

Supported Business DUNS (if not available, insert N./A): 076471956

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 79991113

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: lee
First Name: baek
Title: president
Daytime Phone: 630-553-2245
Home Phone: 847-293-5629
E-Mail: Lbk9321@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☑ No ☐ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

We are BH martial arts and has been established since 4/22/2011: We provide quality martial arts lesson to the public. Our program helps people develop both physically and mentally. Our business constantly interacts with local community by being involved in local schools, police stations, fire departments sharing techniques and principles with these groups.

We need to apply for CDBG fund because of COVID-19. We had to close our business by the state's order. In order for us to keep paying our rent and pay for employees, We need fund until we reopen

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	21,878	NO	YES	3,636
December 31, 2018	21,348	NO	YES	5,242
December 31,2019	28,951	NO	YES	4,487.83
Current:				1,551.25

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		18,243.6
Personnel (Salary & Wages)	6,795.60	
Fringe Benefits	200.00	
Equipment	700.00	
Inventory	1,000.00	
Supplies	300.00	
Occupancy (Rent & Utilities)	4,700.00	
Telecommunications	200.00	
Other (Specify) INSURANCE	150.00	
Other (Specify) ADVERTISEMENT	400.00	
Other (Specify)	0.00	
Total of All Expenditures		14,445.60
Monthly Net Income (Total Income – Total of All Expenditures)		3,798

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

February 29, 2020 through March 31, 2020
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-242-7338**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00034883 DRE 111 212 09220 NNNNNNNNNNN 1 000000000 67 0000
INTERNATIONAL MARTIAL ART TRAINING
DBA BH MARTIAL ARTS, INC.
664 W VETERANS PKWY UNIT G
YORKVILLE IL 60560-2515

CHECKING SUMMARY

Chase BusinessSelect Checking

	INSTANCES	AMOUNT
Beginning Balance		**$1,759.20**
Deposits and Additions	14	16,609.42
Checks Paid	7	-4,694.22
ATM & Debit Card Withdrawals	2	-95.68
Electronic Withdrawals	19	-12,027.47
Ending Balance	**42**	**$1,551.25**

The monthly service fee for this account was waived because you spent at least $1,000.00 on your linked Business Credit Card account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/02	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	$149.00
03/03	Deposit 1039398153	115.00
03/03	Global Financial Gfi Direct 583-001 CCD ID: 521817606	11,447.01
03/03	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	229.00
03/04	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	103.20
03/05	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	149.00
03/09	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	368.00
03/09	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	194.50
03/11	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	0.01
03/12	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	65.00
03/16	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	1,786.20
03/16	Bankcard-8566 Btot Dep 518089733700645 CCD ID: 1592126793	233.50
03/23	Online Transfer From Chk ...0556 Transaction#: 9337982699	1,700.00
03/24	Deposit 1068738185	70.00
Total Deposits and Additions		**$16,609.42**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1177 ^		03/10	$75.00
1178 ^		03/06	2,142.00
1179 ^		03/03	1,562.00
1180 ^		03/03	683.00
1181 ^		03/11	9.22
1183 * ^		03/24	28.00
1417 * ^		03/10	195.00
Total Checks Paid			**$4,694.22**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION		AMOUNT
03/17	Card Purchase	03/16 Coway USA 213-4801600 CA Card [redacted]	$21.99
03/17	Card Purchase	03/16 Coway USA 213-4801600 CA Card [redacted]	73.69
Total ATM & Debit Card Withdrawals			**$95.68**

ATM & DEBIT CARD SUMMARY

Young Hee Lee Kim Card [redacted]

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$95.68
Total Card Deposits & Credits	$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$95.68
Total Card Deposits & Credits	$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	Bankcard-8566 Mtot Disc 518089733700645 CCD ID: 1592126793	$61.23
03/03	03/03 Online Transfer To Chk ...0556 Transaction#: 9147053403	1,260.00
03/04	03/04 Online Payment 9150850560 To Veterans Pkwy LLC	3,845.00
03/05	Prog Universal Ins Prem 935093045 Baek PPD ID: 9409348039	219.70
03/06	Honda Pmt 8005426632 2Ktqvetdwztvwu3 PPD ID: A953472715	210.00
03/06	Metro Fibernet L Metfibenet 1631850_1391523 Web ID: 0000121523	64.85
03/13	Irs Usataxpymt 270047312591180 CCD ID: 3387702000	1,354.17
03/13	IL Dept of Reven EDI Pymnts 00001443016544 CCD ID: 5555566257	336.96
03/13	Synchrony Bank Payment 602052281269105 PPD ID: 1061537262	108.00
03/17	IL Dept of Reven EDI Pymnts 20Sbp000003079 CCD ID: 5555566257	233.00
03/18	Chase Credit Crd Autopay 000000000066080 PPD ID: 4760039224	218.00
03/18	Comed UTIL_Bil 0723078224 0318 CCD ID: 2360938600	128.12
03/18	Comed UTIL_Bil 3833037114 0318 CCD ID: 2360938600	52.55
03/23	Nicor Gas Gas Paymnt 5660117574 Web ID: 8121119770	146.70

ELECTRONIC WITHDRAWALS *(continued)*

DATE	DESCRIPTION	AMOUNT
03/23	Att Payment 701942013Epayo PPD ID: 9864031004	128.76
03/24	Chase Credit Crd Autopaybus 000000000294250 PPD ID: 4760039224	3,211.97
03/25	Chase Credit Crd Autopaybus 000000000141440 PPD ID: 4760039224	35.00
03/27	03/27 Online Payment 9233660878 To Cm	100.00
03/30	Chase Credit Crd Autopay 000000000602765 PPD ID: 4760039224	313.46
Total Electronic Withdrawals		**$12,027.47**

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/02	$1,846.97	03/10	4,196.13	03/18	3,745.14
03/03	10,132.98	03/11	4,186.92	03/23	5,169.68
03/04	6,391.18	03/12	4,251.92	03/24	1,999.71
03/05	6,320.48	03/13	2,452.79	03/25	1,964.71
03/06	3,903.63	03/16	4,472.49	03/27	1,864.71
03/09	4,466.13	03/17	4,143.81	03/30	1,551.25

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	25
Deposits / Credits	13
Deposited Items	3
Transaction Total	**41**

SERVICE FEE CALCULATION	AMOUNT
Service Fee	$0.00
Service Fee Credit	$0.00
Net Service Fee	**$0.00**
Excessive Transaction Fees (Above 200)	$0.00
Total Service Fees	**$0.00**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

EQUAL HOUSING LENDER **JPMorgan Chase Bank, N.A. Member FDIC**

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc.

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Baek Lee	4977	✔		✔		✔	
Jungchan Yun	8986	✔		✔		✔	
Joweph Rogers	4711	✔		✔		✔	
Victoria Rogers	3446	✔		✔		✔	
TOTAL:		4					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

4/23/2020

Date

Baek Lee

Typed Name of Chief Executive Officer

BH martial arts

Name of Business

45-1877487

FEIN #

664 w veterans pkwy Yorkville IL 60560

Business Address

076471956

DUNS #

79991113

SIC #

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6792-413-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

INTERNATIONAL MARTIAL ART TRAINING CENTER, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 22, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* APRIL *A.D.* 2020 .

Authentication #: 2011300178 verifiable until 04/22/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*4*	*Monthly*	*$6,795.60*	*2*	***$ 13,591.20***
Fringe Benefits	*1*	*Monthly*	*$ 200.00*	*2*	***$ 400.00***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthly*	*$ 4,000.00*	*2*	***$ 8,000.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthly*	*$ 530.00*	*2*	***$ 1,060.00***
Telecommunications & Internet	*1*	*Monthly*	*$ 170.00*	*2*	***$ 340.00***
Inventory/Goods Necessary to do Business	*1*	*Monthly*	*$ 1,000.00*	*2*	***$ 2,000.00***
Supplies (office-related)	*1*	*Monthly*	*$ 300.00*	*2*	***$ 600.00***
Adertisement	*1*	*Monthly*	*$ 400.00*	*2*	***$ 800.00***
Other (specify): Insurance	*1*	*Monthly*	*$ 150.00*	*2*	***$ 300.00***
Other (specify):					***$ -***
					$ -
				State Total	***$ 27,091.20***

Total State-Funded Working Capital ***$ 27,091.20***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Brenart Eye Clinic, LLC

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☑ No

Supported Business Address 1: 120 E. Countryside Parkway

Supported Business Address 2: _____

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-6166

Supported Business E-Mail Address: tonyz@brenarteye.com

Supported Business FEIN or ITIN: 36-4307361

Supported Business DUNS (if not available, insert N./A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 8042

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Zangler
First Name: Nicole
Title: owner
Daytime Phone: 630-553-6166
Home Phone: 630-983-1543
E-Mail: drzangler@brenarteye.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP Amount Received: $ 553,400.00

Funding Program Name: _____ Amount Received: $ _____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:

https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilization.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

To whom it may concern,
I am Tony Zangler, CFO of the Brenart Eye Clinic in Yorkville Il. We are a group of ODs and MDs that perform general eye care and surgery. We have been in business since 1980 at the Yorkville location. Due to the COVID 19 pandemic and the statewide closure of non-essential businesses, we have been forced to shut down and only perform medical emergency care since March of 2020. We are seeking CDBG funds to help lower the burden of these unprecedented times.
Our patients' care and staff wellbeing are priority. We want to keep our patients healthy and see them safely for emergency concerns. This means maintaining social distancing and constant sanitation of the entire office. We have introduced new protocols to keep patient and staff as safe as possible. We have installed ventilation air purification systems into our office. We increased cleaning and sanitation protocols to maintain a healthy environment. We have staggered staff and work schedules to keep employees safe. We have been purchasing PPE at premium prices. We have been seeing approximately 120 patients a day. Now we are seeing 5 to 10 patients per day for emergency care only. All these added precautions and protocols all have added costs with significant decrease in patient volume. We feel all these measures need to be taken for the health and safety of our patients and staff.
The materials we need to care for our patients also need to be procured. This has proven difficult with the sudden drop in patient volume due to the statewide shut down. Our frame vendors, medical supply vendors and lens vendors are still requiring payment on inventory and supplies. Our costs for PPE have significantly increased. We are still paying for our utilities to keep the lights and other services on in the office.
We are seeking CDBG funds to help maintain doctor and staff salaries, rent and utilities. These funds will help keep our business open with doctor and staff employed until the statewide closure is lifted and we can resume normal business and normal patient care. Thank you for your consideration.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	-12999.43	Yes	No	52959.63
December 31, 2018	477510.41	Yes	No	65716.08
December 31,2019	539458.42	Yes	No	92454.89
Current:				25688.68

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		540523.72
Personnel (Salary & Wages)	359341.92	
Fringe Benefits	19566.18	
Equipment	7430.90	
Inventory	169074.25	
Supplies	61368.98	
Occupancy (Rent & Utilities)	14180.40	
Telecommunications	2230.29	
Other (Specify) Refunds	4664.40	
Other (Specify) Insurance	3159.57	
Other (Specify) Profess. Fees	5548.44	
Total of All Expenditures		646565.33
Monthly Net Income (Total Income – Total of All Expenditures)		-106041.61

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

First Merchants Bank

Each depositor insured to at least $250,000 — Backed by the full faith and credit of the United States government — FDIC — Federal Deposit Insurance Corporation-www.fdic.gov

EQUAL HOUSING LENDER

BRENART EYE CLINIC LLC
120 E COUNTRYSIDE PKWY STE B
YORKVILLE IL 60560-1878

Account: [redacted]
Acct Type: CHECKING
SVC Type: FIRST BUSINESS
Statement Begin Date: 3/01/20
Statement Thru Date: 3/31/20
Statement Date: 3/31/20

FIRST MERCHANTS BANK
TINLEY PARK BANKING CENTER
7231 W 171ST ST
TINLEY PARK IL 60477
(800)205-3464

Enclosures: 0

Statement Type:
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Merchant Services and electronic payment solutions.

Account Name	Account Number	Interest Paid In 2019	Balance
CHECKING	[redacted]	.00	60,973.95

CHECKING BRENART EYE CLINIC LLC Acct [redacted]

Beginning Balance	3/01/20	63,795.35	
Deposits / Misc Credits	466	499,089.00	
Withdrawals / Misc Debits	315	501,910.40	
** Ending Balance	3/31/20	60,973.95	**
Service Charge		291.50	
Average Collected Balance		51,647	
Minimum Balance		28,892	

MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/02	25,121.25		VISION SERVICE P/CORP PYMNT BRENART EYE CLINIC LLC
3/02	6,261.66		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	5,694.55		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	3,644.74		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	3,388.63		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	2,930.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	2,849.67		FSL/7860773195 TRN*1**1860773195*12008566569\ BRENART EYE CLINIC LLC
3/02	2,505.64		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/02	2,144.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	1,978.95		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	1,524.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	1,286.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	1,188.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	1,163.80		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	838.07		FSL NY/0022883730 TRN*1*0022883730*1860773195*12008566570\ BRENART EYE CLINIC LLC
3/02	809.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	765.70		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	754.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	629.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	552.88		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	537.87		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	526.34		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	515.54		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	500.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	448.15		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	373.30		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	180.82		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	102.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02	51.30		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/02	1,900.89		NGS, INC./HCCLAIMPMT TRN*1*895162357*1351840597~ BRENART EYE CLINIC, LL
3/02	431.16		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20058E11728070*1361236610*CP20200227E117280700-1245307636\ CP20200227E117280700-1

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First Merchants Bank

Each depositor insured to at least $250,000 FDIC Federal Deposit Insurance Corporation-www.fdic.gov

EQUAL HOUSING LENDER

BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/02	351.36		State of Ill/HCCLAIMPMT TRN*1*4782020051C795*1376002057\ 0001BRENART EYE CLIN
3/02	241.46		State of Ill/HCCLAIMPMT TRN*1*4782020045D760*1376002057\ 0001BRENART EYE CLIN
3/02	200.34		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20058E11728060*1361236610*CP20200 227E117280600-1245307636\ CP20200227E117280600-1
3/02	158.28		Equitable Life a/HCCLAIMPMT TRN*1*512548948*1870129771*000062952\ BRENART EYE CLINIC LLC
3/02	124.78		State of Ill/HCCLAIMPMT TRN*1*4782020050D310*1376002057\ 0001BRENART EYE CLIN
3/02	122.41		Davis Vision/HCCLAIMPMT TRN*1*5387259*1113051991*FECHCKFE~ BRENART EYE CLINIC LLC
3/02	63.00		Davis Vision/HCCLAIMPMT TRN*1*5380005*1113051991*EEEXCHCKEE~ BRENART EYE CLINIC LLC
3/02	37.23		UnitedHealthcare/HCCLAIMPMT TRN*1*1512360398*1411289245*000087726\ BRENART EYE CLINIC LLC
3/02	17.96		State of Ill/HCCLAIMPMT TRN*1*4782020031C608*1376002057\ 0001BRENART EYE CLIN
3/02	1,550.21		REMOTE CAPTURE DEPOSIT
3/02	403.71		REMOTE CAPTURE DEPOSIT
3/02	46.51		REMOTE CAPTURE DEPOSIT
3/03	1,099.90		COMBINED/8860773195 TRN*1**1860773195*12008578414\ BRENART EYE CLINIC LLC
3/03	77.66		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/03	785.63		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20059E11828420*1361236610*CP20200 228E118284200-1245307636\ CP20200228E118284200-1
3/03	581.16		NGS, INC./HCCLAIMPMT TRN*1*895166464*1351840597~ BRENART EYE CLINIC, LL
3/03	294.49		State of Ill/HCCLAIMPMT TRN*1*4782020052D890*1376002057\ 0001BRENART EYE CLIN
3/03	150.00		Spectera EyeCare/HCCLAIMPMT TRN*1*19331452*1521260282*000000773\ BRENART EYE CLINIC LLC

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/03	84.42		HUMANA INS CO/HCCLAIMPMT TRN*1*001290049055098*1391263473\ Brenart Eye Clinic LLC
3/03	56.52		AETNA H09/HCCLAIMPMT TRN*1*160227200372566*1066033492\ BRENART EYE CLINIC
3/03	6,282.49		REMOTE CAPTURE DEPOSIT
3/04	5,761.84		ADMIN BY FAA/4860773195 TRN*1**1860773195*12008592767\ BRENART EYE CLINIC LLC
3/04	5,061.30		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	2,249.75		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	2,147.75		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	1,054.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	873.63		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	556.87		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	400.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	352.79		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	224.59		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/04	78.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	45.00		HUMANA/0022893428 TRN*1*0022893428*1860773195*12008592766\ BRENART EYE CLINIC LLC
3/04	40.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/04	835.21		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20062E11950130*1361236610*CP20200 302E119501300-1245307636\ CP20200302E119501300-1
3/04	594.82		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20062E11950140*1361236610*CP20200 302E119501400-1245307636\ CP20200302E119501400-1
3/04	167.93		UnitedHealthcare/HCCLAIMPMT TRN*1*1513324766*1411289245*000087726\ BRENART EYE CLINIC LLC
3/04	90.72		CIGNA/HCCLAIMPMT TRN*1*200229090031942*1591031071\ /BRENART EYE CLINIC LL

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/04	85.05		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20062E11950150*1361236610*CP20200 302E119501500-1245307636\ CP20200302E119501500-1
3/04	1,197.00		REMOTE CAPTURE DEPOSIT
3/04	70.00		REMOTE CAPTURE DEPOSIT
3/05	7,246.79		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	2,886.59		ADMIN BY FAA/0022958329 TRN*1*0022958329*1860773195*12008608126\ BRENART EYE CLINIC LLC
3/05	2,733.74		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	1,772.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	1,317.32		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	1,016.38		ADMIN BY FAA/2311656473 TRN*1**1311656473*12008608125\ BRENART EYE CLINIC LLC
3/05	954.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	724.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	612.89		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	67.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05	40.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/05	701.06		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20063E12073090*1361236610*CP20200 303E120730900-1245307636\ CP20200303E120730900-1
3/05	553.43		NGS, INC./HCCLAIMPMT TRN*1*895174436*1351840597~ BRENART EYE CLINIC, LL
3/05	373.13		AARP Supplementa/HCCLAIMPMT TRN*1*9513447048*1362739571*000036273\ BRENART EYE CLINIC LLC
3/05	372.13		UNITEDHEALTHCARE/HCCLAIMPMT TRN*1*1TR53785012*1411289245*000087726\ BRENART EYE CLINIC LLC
3/05	370.12		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20063E12073100*1361236610*CP20200 303E120731000-1245307636\ CP20200303E120731000-1
3/05	204.29		UnitedHealthcare/HCCLAIMPMT TRN*1*1513702207*1411289245*000087726\ BRENART EYE CLINIC LLC

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/05	99.29		United HealthCar/HCCLAIMPMT TRN*1*1SG07059560*1411289245*000087726\ BRENART EYE CLINIC LLC
3/05	42.19		PAY PLUS/HCCLAIMPMT TRN*1*94027661*1810400550\ BRENART EYE CLINIC LLC
3/05	25.77		PAY PLUS/HCCLAIMPMT TRN*1*94027659*1810400550\ BRENART EYE CLINIC LLC
3/05	25.77		PAY PLUS/HCCLAIMPMT TRN*1*94027660*1810400550\ BRENART EYE CLINIC LLC
3/05	571.23		REMOTE CAPTURE DEPOSIT
3/06	5,122.70		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	1,940.99		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	1,206.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	1,049.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	648.14		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	556.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	521.47		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	314.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	220.72		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/06	125.76		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	102.46		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/06	9.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06	716.73		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20064E12169580*1361236610*CP20200 304E121695800-1245307636\ CP20200304E121695800-1
3/06	606.51		NGS, INC./HCCLAIMPMT TRN*1*895178690*1351840597~ BRENART EYE CLINIC, LL
3/06	96.54		CIGNA/HCCLAIMPMT TRN*1*200303090024806*1591031071\ /BRENART EYE CLINIC LL
3/06	29.17		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20064E12169590*1361236610*CP20200 304E121695900-1245307636\ CP20200304E121695900-1

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First Merchants Bank

Each depositor insured to at least $250,000 FDIC Federal Deposit Insurance Corporation-www.fdic.gov

EQUAL HOUSING LENDER

BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/06	27.90		AETNA AS01/HCCLAIMPMT TRN*1*820063000296283*1066033492\ BRENART EYE CLINIC
3/06	1,954.88		REMOTE CAPTURE DEPOSIT
3/09	4,459.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	3,538.10		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	3,248.65		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	2,996.88		FSL/7860773195 TRN*1**1860773195*12008634537\ BRENART EYE CLINIC LLC
3/09	2,925.30		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	2,583.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	2,406.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	2,360.86		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	1,826.41		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	1,810.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	1,192.80		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	1,186.43		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/09	1,088.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	1,014.10		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	973.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	778.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	687.24		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/09	564.04		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	545.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	495.15		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	482.31		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	460.55		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	300.13		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/09	291.07		FSL NY/0023072418 TRN*1*0023072418*1860773195*12008634538\ BRENART EYE CLINIC LLC
3/09	265.95		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	257.34		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	225.50		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	221.58		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	194.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/09	157.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09	60.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/09	35.05		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/09	757.07		Davis Vision/HCCLAIMPMT TRN*1*6926808*1113051991*OOOXCHCKOO~ BRENART EYE CLINIC LLC
3/09	665.31		NGS, INC./HCCLAIMPMT TRN*1*895182736*1351840597~ BRENART EYE CLINIC, LL
3/09	272.14		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20065E12272050*1361236610*CP20200305E122720500-1245307636\ CP20200305E122720500-1
3/09	234.78		Davis Vision/HCCLAIMPMT TRN*1*6922867*1113051991*FECHCKFE~ BRENART EYE CLINIC LLC
3/09	233.23		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20065E12272040*1361236610*CP20200305E122720400-1245307636\ CP20200305E122720400-1
3/09	209.72		State of Ill/HCCLAIMPMT TRN*1*4782020059D620*1376002057\ 0001BRENART EYE CLIN
3/09	192.37		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20065E12272060*1361236610*CP20200305E122720600-1245307636\ CP20200305E122720600-1
3/09	188.12		State of Ill/HCCLAIMPMT TRN*1*4782020057D076*1376002057\ 0001BRENART EYE CLIN
3/09	147.04		AETNA H09/HCCLAIMPMT TRN*1*160304200401425*1066033492\ BRENART EYE CLINIC

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/09	98.66		Davis Vision/HCCLAIMPMT TRN*1*6916092*1113051991*EEEXCHCKEE~ BRENART EYE CLINIC LLC
3/09	84.62		AETNA AS01/HCCLAIMPMT TRN*1*820064000287459*1066033492\ BRENART EYE CLINIC
3/09	62.80		UMR/HCCLAIMPMT TRN*1*514242816*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/09	50.00		PAY PLUS/HCCLAIMPMT TRN*1*94299110*1363884439\ BRENART EYE CLINIC LLC
3/09	36.35		Davis Vision/HCCLAIMPMT TRN*1*6926815*1113051991*OOOXCHCKOO~ BRENART EYE CLINIC LLC
3/09	1,799.86		REMOTE CAPTURE DEPOSIT
3/09	753.43		REMOTE CAPTURE DEPOSIT
3/10	615.00		COMBINED/8860773195 TRN*1**1860773195*12008647003\ BRENART EYE CLINIC LLC
3/10	118.12		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/10	1,094.40		NGS, INC./HCCLAIMPMT TRN*1*895186832*1351840597~ BRENART EYE CLINIC, LL
3/10	645.44		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20066E12375460*1361236610*CP20200306E123754600-1245307636\ CP20200306E123754600-1
3/10	544.40		AETNA AS01/HCCLAIMPMT TRN*1*820065000029623*1066033492\ BRENART EYE CLINIC
3/10	310.28		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20066E12375450*1361236610*CP20200306E123754500-1245307636\ CP20200306E123754500-1
3/10	30.55		HUMANA INS CO/HCCLAIMPMT TRN*1*001290049203988*1391263473\ Brenart Eye Clinic LLC
3/10	24.09		UnitedHealthcare/HCCLAIMPMT TRN*1*1514713333*1411289245*000087726\ BRENART EYE CLINIC LLC
3/10	6,000.14		REMOTE CAPTURE DEPOSIT
3/11	5,069.75		ADMIN BY FAA/4860773195 TRN*1**1860773195*12008661760\ BRENART EYE CLINIC LLC
3/11	3,217.52		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	1,491.80		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/11	1,061.96		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	925.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	872.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	579.79		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/11	532.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	400.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	337.10		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	172.72		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/11	122.64		VISION SERVICE P/CORP PYMNT BRENART EYE CLINIC LLC
3/11	110.05		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/11	2,024.88		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20069E12501470*1361236610*CP20200309E125014700-1245307636\ CP20200309E125014700-1
3/11	513.01		NGS, INC./HCCLAIMPMT TRN*1*895191169*1351840597~ BRENART EYE CLINIC, LL
3/11	366.45		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20069E12501460*1361236610*CP20200309E125014600-1245307636\ CP20200309E125014600-1
3/11	215.55		AARP Supplementa/HCCLAIMPMT TRN*1*9515028952*1362739571*000036273\ BRENART EYE CLINIC LLC
3/11	95.83		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20069E12501480*1361236610*CP20200309E125014800-1245307636\ CP20200309E125014800-1
3/11	76.27		PALMETTO GBA/HCCLAIMPMT TRN*1*807621930*1571062326~ BRENART EYE CLINIC LLC
3/11	5.19		UMR/HCCLAIMPMT TRN*1*514907302*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/11	1,466.45		REMOTE CAPTURE DEPOSIT
3/12	5,400.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	4,395.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	2,549.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/12	2,537.15		ADMIN BY FAA/0023089123 TRN*1*0023089123*1860773195*12008676222\ BRENART EYE CLINIC LLC
3/12	1,609.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	697.26		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	591.96		ADMIN BY FAA/2311656473 TRN*1**1311656473*12008676221\ BRENART EYE CLINIC LLC
3/12	543.11		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/12	173.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	136.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	130.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	66.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	11.58		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/12	1,223.36		NGS, INC./HCCLAIMPMT TRN*1*895195561*1351840597~ BRENART EYE CLINIC, LL
3/12	571.52		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20070E12623570*1361236610*CP20200 310E126235700-1245307636\ CP20200310E126235700-1
3/12	360.93		UNITEDHEALTHCARE/HCCLAIMPMT TRN*1*1TR54245971*1411289245*000087726\ BRENART EYE CLINIC LLC
3/12	291.79		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20070E12623560*1361236610*CP20200 310E126235600-1245307636\ CP20200310E126235600-1
3/12	217.20		AARP Supplementa/HCCLAIMPMT TRN*1*9515397331*1362739571*000036273\ BRENART EYE CLINIC LLC
3/12	145.43		PAY PLUS/HCCLAIMPMT TRN*1*94704811*1421144827\ BRENART EYE CLINIC LLC
3/12	71.79		AETNA H09/HCCLAIMPMT TRN*1*160309200522890*1066033492\ BRENART EYE CLINIC
3/12	71.79		AETNA H09/HCCLAIMPMT TRN*1*160309200523248*1066033492\ BRENART EYE CLINIC
3/12	69.77		UnitedHealthcare/HCCLAIMPMT TRN*1*1515526115*1411289245*000087726\ BRENART EYE CLINIC LLC

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BRENART EYE CLINIC LLC

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Date	Deposits	Withdrawals	Activity Description
3/12	24.43		Equitable Nation/HCCLAIMPMT TRN*1*515740240*1061323069*000091785\ BRENART EYE CLINIC LLC
3/12	368.03		REMOTE CAPTURE DEPOSIT
3/13	3,661.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	3,566.49		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	1,953.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	1,819.05		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	1,128.50		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	804.73		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	540.70		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	141.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	106.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/13	72.00		AETNA LIFE/0023130918 TRN*1*0023130918*1860773195*12008686661\ BRENART EYE CLINIC LLC
3/13	674.32		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20071E12720830*1361236610*CP20200 311E127208300-1245307636\ CP20200311E127208300-1
3/13	376.29		NGS, INC./HCCLAIMPMT TRN*1*895199802*1351840597~ BRENART EYE CLINIC, LL
3/13	302.42		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20071E12720840*1361236610*CP20200 311E127208400-1245307636\ CP20200311E127208400-1
3/13	65.75		CIGNA/HCCLAIMPMT TRN*1*200310090024136*1591031071\ /BRENART EYE CLINIC LL
3/13	42.66		UMR Q SERVICES L/HCCLAIMPMT TRN*1*515769560*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/13	1,332.93		REMOTE CAPTURE DEPOSIT
3/16	21,208.16		VISION SERVICE P/CORP PYMNT BRENART EYE CLINIC LLC
3/16	4,506.88		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	3,656.68		FSL/7860773195 TRN*1**1860773195*12008698920\ BRENART EYE CLINIC LLC

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Date	Deposits	Withdrawals	Activity Description
3/16	3,053.65		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	2,955.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	2,293.68		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	2,174.70		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	2,142.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	1,694.34		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	1,417.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	1,374.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	1,303.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	843.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	715.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	691.85		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	462.82		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	448.38		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	293.73		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	284.84		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	275.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	233.82		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	224.89		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	211.32		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	160.77		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	150.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	144.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	132.83		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/16	127.53		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC

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Date	Deposits	Withdrawals	Activity Description
3/16	120.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	85.41		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/16	72.00		FSL NY/0023197830 TRN*1*0023197830*1860773195*12008698921\ BRENART EYE CLINIC LLC
3/16	61.43		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	50.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16	40.18		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/16	1,071.42		NGS, INC./HCCLAIMPMT TRN*1*895203837*1351840597~ BRENART EYE CLINIC, LL
3/16	484.25		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20072E12821670*1361236610*CP20200 312E128216700-1245307636\ CP20200312E128216700-1
3/16	410.42		State of Ill/HCCLAIMPMT TRN*1*4782020064D428*1376002057\ 0001BRENART EYE CLIN
3/16	327.45		State of Ill/HCCLAIMPMT TRN*1*4782020066D876*1376002057\ 0001BRENART EYE CLIN
3/16	304.93		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20072E12821660*1361236610*CP20200 312E128216600-1245307636\ CP20200312E128216600-1
3/16	290.25		Davis Vision/HCCLAIMPMT TRN*1*9283137*1113051991*FECHCKFE~ BRENART EYE CLINIC LLC
3/16	193.49		Davis Vision/HCCLAIMPMT TRN*1*9276477*1113051991*EEEXCHCKEE~ BRENART EYE CLINIC LLC
3/16	90.05		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20072E12821680*1361236610*CP20200 312E128216800-1245307636\ CP20200312E128216800-1
3/16	53.88		State of Ill/HCCLAIMPMT TRN*1*4782020065C316*1376002057\ 0001BRENART EYE CLIN
3/16	52.62		CIGNA/HCCLAIMPMT TRN*1*200312090030832*1591031071\ /BRENART EYE CLINIC LL
3/16	7,827.88		REMOTE CAPTURE DEPOSIT
3/16	2,590.54		REMOTE CAPTURE DEPOSIT
3/16	1,562.22		REMOTE CAPTURE DEPOSIT
3/16	130.00		REMOTE CAPTURE DEPOSIT

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Date	Deposits	Withdrawals	Activity Description
3/17	1,102.84		COMBINED/8860773195 TRN*1**1860773195*12008709204\ BRENART EYE CLINIC LLC
3/17	25.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/17	1,183.85		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20073E12924850*1361236610*CP20200313E129248500-1245307636\ CP20200313E129248500-1
3/17	406.40		NGS, INC./HCCLAIMPMT TRN*1*895207964*1351840597~ BRENART EYE CLINIC, LL
3/17	362.72		AETNA AS01/HCCLAIMPMT TRN*1*820072000298770*1066033492\ BRENART EYE CLINIC
3/17	287.71		UnitedHealthcare/HCCLAIMPMT TRN*1*1516699304*1411289245*000087726\ BRENART EYE CLINIC LLC
3/17	271.87		HUMANA INS CO/HCCLAIMPMT TRN*1*001290049350675*1391263473\ Brenart Eye Clinic LLC
3/17	68.74		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20073E12924860*1361236610*CP20200313E129248600-1245307636\ CP20200313E129248600-1
3/17	60.00		Spectera EyeCare/HCCLAIMPMT TRN*1*99487444*1521260282*000000773\ BRENART EYE CLINIC LLC
3/17	17.03		UMR NICOR GAS/HCCLAIMPMT TRN*1*516529437*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/17	3,328.81		REMOTE CAPTURE DEPOSIT
3/18	5,804.45		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	3,163.22		ADMIN BY FAA/4860773195 TRN*1**1860773195*12008725042\ BRENART EYE CLINIC LLC
3/18	3,077.95		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	997.41		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	767.95		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	544.80		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	338.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	296.05		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	230.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

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Date	Deposits	Withdrawals	Activity Description
3/18	146.67		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18	57.30		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/18	34.33		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/18	549.90		NGS, INC./HCCLAIMPMT TRN*1*895212321*1351840597~ BRENART EYE CLINIC, LL
3/18	264.96		CIGNA/HCCLAIMPMT TRN*1*200314090029998*1591031071\ /BRENART EYE CLINIC LL
3/18	232.52		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20076E13047250*1361236610*CP20200 316E130472500-1245307636\ CP20200316E130472500-1
3/18	218.90		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20076E13047260*1361236610*CP20200 316E130472600-1245307636\ CP20200316E130472600-1
3/18	120.10		AETNA H09/HCCLAIMPMT TRN*1*160313200514565*1066033492\ BRENART EYE CLINIC
3/18	63.04		AARP Supplementa/HCCLAIMPMT TRN*1*9517031644*1362739571*000036273\ BRENART EYE CLINIC LLC
3/18	30.77		CIGNA EDGE TRANS/HCCLAIMPMT TRN*1*601900350567*1591031071~ BRENART EYE CLINIC LLC
3/18	616.30		REMOTE CAPTURE DEPOSIT
3/19	3,334.35		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	2,779.74		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	2,329.00		ADMIN BY FAA/0023212919 TRN*1*0023212919*1860773195*12008738935\ BRENART EYE CLINIC LLC
3/19	1,276.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	934.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	610.90		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	544.95		ADMIN BY FAA/2311656473 TRN*1**1311656473*12008738934\ BRENART EYE CLINIC LLC
3/19	455.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	326.50		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

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Date	Deposits	Withdrawals	Activity Description
3/19	315.66		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	160.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/19	11.60		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/19	1,105.86		NGS, INC./HCCLAIMPMT TRN*1*895216670*1351840597~ BRENART EYE CLINIC, LL
3/19	761.76		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20077E13167370*1361236610*CP20200317E131673700-1245307636\ CP20200317E131673700-1
3/19	493.51		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20077E13167380*1361236610*CP20200317E131673800-1245307636\ CP20200317E131673800-1
3/19	315.07		UNITEDHEALTHCARE/HCCLAIMPMT TRN*1*1TR54755939*1411289245*000087726\ BRENART EYE CLINIC LLC
3/19	284.33		State of Ill/HCCLAIMPMT TRN*1*4782020071D072*1376002057\ 0001BRENART EYE CLIN
3/19	270.28		AARP Supplementa/HCCLAIMPMT TRN*1*9517421727*1362739571*000036273\ BRENART EYE CLINIC LLC
3/19	132.84		UnitedHealthcare/HCCLAIMPMT TRN*1*1517669080*1411289245*000087726\ BRENART EYE CLINIC LLC
3/19	119.70		AETNA H09/HCCLAIMPMT TRN*1*160316200226660*1066033492\ BRENART EYE CLINIC
3/19	35.92		State of Ill/HCCLAIMPMT TRN*1*4782020072C307*1376002057\ 0001BRENART EYE CLIN
3/19	1,948.79		REMOTE CAPTURE DEPOSIT
3/20	2,869.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	2,229.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	1,509.10		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	1,193.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	1,191.05		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	307.96		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/20	283.56		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

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Date	Deposits	Withdrawals	Activity Description
3/20	258.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	150.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	123.61		SYNCHRONY BANK/BTOT DEP BRENART EYE CLINIC
3/20	101.80		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/20	30.00		AETNA LIFE/0023221818 TRN*1*0023221818*1860773195*12008748874\ BRENART EYE CLINIC LLC
3/20	748.02		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20078E13264460*1361236610*CP20200 318E132644600-1245307636\ CP20200318E132644600-1
3/20	531.49		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20078E13264470*1361236610*CP20200 318E132644700-1245307636\ CP20200318E132644700-1
3/20	363.00		UMR/HCCLAIMPMT TRN*1*517757720*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/20	328.34		NGS, INC./HCCLAIMPMT TRN*1*895220905*1351840597~ BRENART EYE CLINIC, LL
3/20	193.28		Optum VA CCN Reg/HCCLAIMPMT TRN*1*9000015884*1204581265*0000VACCN\ BRENART EYE CLINIC LLC
3/20	71.40		PALMETTO GBA/HCCLAIMPMT TRN*1*807692899*1571062326~ BRENART EYE CLINIC LLC
3/20	516.50		REMOTE CAPTURE DEPOSIT
3/23	2,412.75		FSL/7860773195 TRN*1**1860773195*12008761728\ BRENART EYE CLINIC LLC
3/23	1,475.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	1,146.71		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	1,038.40		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	736.88		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	676.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	618.90		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	598.90		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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Date	Deposits	Withdrawals	Activity Description
3/23	265.00		FSL NY/0023238927 TRN*1*0023238927*1860773195*12008761729\ BRENART EYE CLINIC LLC
3/23	260.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	218.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	184.26		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	126.77		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/23	121.00		VISION SERVICE P/CORP PYMNT BRENART EYE CLINIC LLC
3/23	82.90		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/23	59.48		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	15.32		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/23	10.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	5.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/23	414.85		Davis Vision/HCCLAIMPMT TRN*1*0151486*1113051991*EEEXCHCKEE~ BRENART EYE CLINIC LLC
3/23	264.05		NGS, INC./HCCLAIMPMT TRN*1*895225072*1351840597~ BRENART EYE CLINIC, LL
3/23	237.07		State of Ill/HCCLAIMPMT TRN*1*4782020073D948*1376002057\ 0001BRENART EYE CLIN
3/23	120.10		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20079E13365690*1361236610*CP20200 319E133656900-1245307636\ CP20200319E133656900-1
3/23	91.57		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20079E13365700*1361236610*CP20200 319E133657000-1245307636\ CP20200319E133657000-1
3/23	63.23		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20079E13365710*1361236610*CP20200 319E133657100-1245307636\ CP20200319E133657100-1
3/23	1,208.26		REMOTE CAPTURE DEPOSIT
3/24	578.30		COMBINED/8860773195 TRN*1**1860773195*12008772913\ BRENART EYE CLINIC LLC
3/24	1,080.96		NGS, INC./HCCLAIMPMT TRN*1*895229230*1351840597~ BRENART EYE CLINIC, LL

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Date	Deposits	Withdrawals	Activity Description
3/24	789.66		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20080E13463010*1361236610*CP20200 320E134630100-1245307636\ CP20200320E134630100-1
3/24	278.26		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20080E13463020*1361236610*CP20200 320E134630200-1245307636\ CP20200320E134630200-1
3/24	240.32		AETNA AS01/HCCLAIMPMT TRN*1*820079000264086*1066033492\ BRENART EYE CLINIC
3/24	228.87		HUMANA INS CO/HCCLAIMPMT TRN*1*001290049450365*1391263473\ Brenart Eye Clinic LLC
3/24	123.44		UnitedHealthcare/HCCLAIMPMT TRN*1*1519050880*1411289245*000087726\ BRENART EYE CLINIC LLC
3/24	84.42		HUMANA INS CO/HCCLAIMPMT TRN*1*001290049426671*1391263473\ Brenart Eye Clinic LLC
3/24	71.79		AETNA H09/HCCLAIMPMT TRN*1*160319200328102*1066033492\ BRENART EYE CLINIC
3/24	17.03		UMR NICOR GAS/HCCLAIMPMT TRN*1*518494925*1391995276*0000UMR01\ BRENART EYE CLINIC LLC
3/25	25,000.00		DEPOSIT
3/25	25,000.00		DEPOSIT
3/25	4,051.48		ADMIN BY FAA/4860773195 TRN*1**1860773195*12008785606\ BRENART EYE CLINIC LLC
3/25	737.25		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/25	337.37		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/25	240.10		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/25	200.06		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/25	35.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/25	514.96		NGS, INC./HCCLAIMPMT TRN*1*895233643*1351840597~ BRENART EYE CLINIC, LL
3/25	271.03		State of Ill/HCCLAIMPMT TRN*1*4782020076C431*1376002057\ 0001BRENART EYE CLIN
3/25	269.62		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20083E13577540*1361236610*CP20200 323E135775400-1245307636\ CP20200323E135775400-1

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/25	203.84		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20083E13577530*1361236610*CP20200 323E135775300-1245307636\ CP20200323E135775300-1
3/25	195.40		AETNA AS01/HCCLAIMPMT TRN*1*882008001012102*1066033492\ Brenart Eye Clinic
3/25	77.81		CIGNA EDGE TRANS/HCCLAIMPMT TRN*1*600400224024*1591031071~ BRENART EYE CLINIC LLC
3/25	67.10		AETNA H09/HCCLAIMPMT TRN*1*160320200369291*1066033492\ BRENART EYE CLINIC
3/25	66.14		CIGNA/HCCLAIMPMT TRN*1*200321090028750*1591031071\ /BRENART EYE CLINIC LL
3/25	56.52		AETNA H09/HCCLAIMPMT TRN*1*160320200338258*1066033492\ BRENART EYE CLINIC
3/25	38.34		AETNA AS01/HCCLAIMPMT TRN*1*882007801014369*1066033492\ Brenart Eye Clinic
3/25	29.17		PAY PLUS/HCCLAIMPMT TRN*1*95772621*1133399750\ BRENART EYE CLINIC LLC
3/25	5,751.48		REMOTE CAPTURE DEPOSIT
3/26	1,771.75		ADMIN BY FAA/0023254016 TRN*1*0023254016*1860773195*12008796912\ BRENART EYE CLINIC LLC
3/26	1,069.85		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/26	699.30		ADMIN BY FAA/2311656473 TRN*1**1311656473*12008796911\ BRENART EYE CLINIC LLC
3/26	576.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/26	465.20		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/26	60.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/26	25.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/26	584.97		NGS, INC./HCCLAIMPMT TRN*1*895238079*1351840597~ BRENART EYE CLINIC, LL
3/26	191.15		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20084E13688000*1361236610*CP20200 324E136880000-1245307636\ CP20200324E136880000-1

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BRENART EYE CLINIC LLC

Account: [redacted]
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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/26	172.91		UNITEDHEALTHCARE/HCCLAIMPMT TRN*1*1TR55238047*1411289245*000087726\ BRENART EYE CLINIC LLC
3/26	37.49		AETNA H09/HCCLAIMPMT TRN*1*160323200258572*1066033492\ BRENART EYE CLINIC
3/26	17.08		AARP Supplementa/HCCLAIMPMT TRN*1*9519517887*1362739571*000036273\ BRENART EYE CLINIC LLC
3/27	210.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/27	130.58		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/27	128.41		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/27	51.41		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/27	50.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/27	24.14		AETNA LIFE/0023268223 TRN*1*0023268223*1860773195*12008804189\ BRENART EYE CLINIC LLC
3/27	20.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/27	498.42		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20085E13772390*1361236610*CP20200 325E137723900-1245307636\ CP20200325E137723900-1
3/27	331.51		NGS, INC./HCCLAIMPMT TRN*1*895242306*1351840597~ BRENART EYE CLINIC, LL
3/27	252.20		State of Ill/HCCLAIMPMT TRN*1*4782020078C905*1376002057\ 0001BRENART EYE CLIN
3/27	99.05		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20085E13772380*1361236610*CP20200 325E137723800-1245307636\ CP20200325E137723800-1
3/27	64.56		AARP Supplementa/HCCLAIMPMT TRN*1*9519981970*1362739571*000036273\ BRENART EYE CLINIC LLC
3/27	12,000.00		REMOTE CAPTURE DEPOSIT
3/27	345.97		REMOTE CAPTURE DEPOSIT
3/30	1,237.95		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	712.60		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	626.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	530.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/30	408.87		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	355.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	289.31		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	215.83		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/30	170.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	167.99		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/30	84.00		BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/30	70.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	50.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	30.00		BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/30	2,003.42		NGS, INC./HCCLAIMPMT TRN*1*895246474*1351840597~ BRENART EYE CLINIC, LL
3/30	450.00		Davis Vision/HCCLAIMPMT TRN*1*0934164*1113051991*EEEXCHCKEE~ BRENART EYE CLINIC LLC
3/30	380.19		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20086E13860190*1361236610*CP20200326E138601900-1245307636\ CP20200326E138601900-1
3/30	199.05		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20086E13860200*1361236610*CP20200326E138602000-1245307636\ CP20200326E138602000-1
3/30	166.40		UnitedHealthcare/HCCLAIMPMT TRN*1*1520483082*1411289245*000087726\ BRENART EYE CLINIC LLC
3/30	134.86		State of Ill/HCCLAIMPMT TRN*1*4782020080D765*1376002057\ 0001BRENART EYE CLIN
3/30	134.67		CIGNA/HCCLAIMPMT TRN*1*200326090028515*1591031071\ /BRENART EYE CLINIC LL
3/30	37.49		AETNA H09/HCCLAIMPMT TRN*1*160325200370981*1066033492\ BRENART EYE CLINIC
3/30	34.87		AETNA AS01/HCCLAIMPMT TRN*1*820085000319201*1066033492\ BRENART EYE CLINIC
3/30	1,207.43		REMOTE CAPTURE DEPOSIT

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BRENART EYE CLINIC LLC

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MISCELLANEOUS CREDITS

Date	Deposits	Withdrawals	Activity Description
3/31	419.60		NGS, INC./HCCLAIMPMT TRN*1*895250654*1351840597~ BRENART EYE CLINIC, LL
3/31	311.11		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20087E13945890*1361236610*CP20200 327E139458900-1245307636\ CP20200327E139458900-1
3/31	204.17		BCBS ILLINOIS/HCCLAIMPMT TRN*1*C20087E13945880*1361236610*CP20200 327E139458800-1245307636\ CP20200327E139458800-1
3/31	172.09		UnitedHealthcare/HCCLAIMPMT TRN*1*1520835565*1411289245*000087726\ BRENART EYE CLINIC LLC
3/31	108.80		Spectera EyeCare/HCCLAIMPMT TRN*1*99492293*1521260282*000000773\ BRENART EYE CLINIC LLC
3/31	106.01		State of Ill/HCCLAIMPMT TRN*1*4782020083C345*1376002057\ 0001BRENART EYE CLIN
3/31	68.47		AETNA AS01/HCCLAIMPMT TRN*1*820086000040558*1066033492\ BRENART EYE CLINIC
3/31	38.18		PAY PLUS/HCCLAIMPMT TRN*1*96658885*1421144827\ BRENART EYE CLINIC LLC
3/31	17.08		AETNA AS01/HCCLAIMPMT TRN*1*820086000040560*1066033492\ BRENART EYE CLINIC
3/31	6,290.76		REMOTE CAPTURE DEPOSIT

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
3/02		5,488.67	BKCD PROCESSING/FEES Brenart Eye Clinic
3/02		225.60	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/02		82.77	BKCD PROCESSING/SETTLEMENT Brenart Eye Clinic - W
3/02		291.50	ACCOUNT ANALYSIS SERVICE CHARGE
3/02		11,517.02	PMT TO LN 1696
3/02		1,461.29	PMT TO CL 2744
3/03		17,255.41	ABB Concise Opti/E-CHECK Brenart Eye Center
3/04		18,403.38	LUXOTTICA/LUXOTTICA
3/04		988.50	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/05		245.17	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic

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BRENART EYE CLINIC LLC

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MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
3/05		1.78	PAY PLUS/ACHTRANS ZP Account 5
3/06		9,261.72	HEALTH CARE SERV/OBPPAYMT BRENART EYE CLINIC
3/06		291.00	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/06		172.08	ABB Concise Opti/E-CHECK Brenart Eye Center
3/09		5,000.00	CHASE CREDIT CRD/EPAY ROBERT W BRENART
3/09		2,000.00	MOHELA/QDR
3/09		708.25	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09		325.75	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/09		.95	PAY PLUS/ACHTRANS ZP Account 5
3/11		640.45	VERIZON WIRELESS/PAYMENTS
3/12		30,504.18	INTUIT PAYROLL S/QUICKBOOKS BRENART EYE CLINIC LLC
3/12		2.76	PAY PLUS/ACHTRANS ZP Account 5
3/13		220.40	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/16		2,500.00	CHASE CREDIT CRD/EPAY NICOLE F ZANGLER
3/16		407.60	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/17		2,497.70	1ST NATL BK OMAH/ONLINE PMT NICOLE F ZANGLER
3/17		110.40	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/18		2,500.00	CHASE CREDIT CRD/EPAY ANTHONY ZANGLER
3/19		483.00	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/24		537.00	NEWLANE/COLLECTION BRENART EYE CLINIC LL
3/24		336.00	IL DEPT OF REVEN/EDI PYMNTS TXP*XXXXX228*0411*20200229*T*33600\ BRENART EYE CLINIC LLC
3/25		583.33	OPTOS INC/MONTHLYINV BRENART EYE CLINIC
3/25		.55	PAY PLUS/ACHTRANS ZP Account 5
3/26		28,043.13	INTUIT PAYROLL S/QUICKBOOKS BRENART EYE CLINIC LLC
3/30		130.00	BKCD PROCESSING/DEPOSIT Brenart Eye Clinic
3/31		.73	PAY PLUS/ACHTRANS ZP Account 5

PAID CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/17	73595	107.00	3/13	75299*	9.74	3/31	75773*	6.00
3/13	73623*	24.00	3/23	75340*	140.30	3/03	75805*	12.59
3/06	74984*	6.00	3/23	75769*	4.23	3/02	75834*	13.00

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BRENART EYE CLINIC LLC

Account: [redacted]
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PAID CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/24	75840*	46.51	3/02	76274	3.20	3/06	76354	796.91
3/03	76091*	97.50	3/02	76275	13.00	3/12	76360*	6.00
3/04	76097*	47.99	3/02	76282*	24,886.58	3/30	76363*	6.00
3/02	76123*	97.14	3/09	76289*	23.30	3/30	76365*	6.00
3/04	76138*	1,838.46	3/17	76291*	105.00	3/10	76366	3.00
3/04	76151*	64.42	3/02	76292	381.22	3/31	76368*	8.00
3/04	76175*	100.00	3/02	76293	936.17	3/20	76371*	95.00
3/03	76202*	900.00	3/03	76294	1,026.52	3/11	76373*	90.00
3/06	76204*	6.00	3/13	76295	564.70	3/13	76374	143.00
3/03	76205	6.00	3/02	76297*	3,957.74	3/16	76375	120.00
3/03	76206	4.00	3/02	76298	462.82	3/16	76376	150.80
3/27	76207	6.00	3/02	76299	938.49	3/11	76379*	130.00
3/05	76209*	4.00	3/02	76300	1,305.41	3/09	76384*	18.00
3/09	76212*	28.00	3/05	76301	624.18	3/16	76385	35.00
3/20	76213	35.00	3/09	76302	3,669.61	3/23	76387*	13.00
3/24	76217*	6.00	3/02	76303	98.85	3/10	76390*	10.07
3/11	76218	6.00	3/02	76304	1,403.58	3/31	76391	55.00
3/02	76220*	111.00	3/02	76305	840.63	3/11	76394*	37.00
3/03	76224*	6.00	3/02	76306	852.38	3/24	76395	6.00
3/02	76225	13.00	3/02	76307	411.44	3/11	76396	86.00
3/19	76226	13.80	3/05	76309*	1,146.89	3/27	76397	6.00
3/09	76227	4.00	3/02	76310	3,508.23	3/24	76400*	6.00
3/31	76228	18.00	3/02	76312*	1,109.47	3/16	76401	15.00
3/03	76229	30.00	3/04	76314*	1,052.28	3/10	76402	4.00
3/02	76230	14.00	3/04	76316*	2,112.49	3/10	76403	24,886.58
3/02	76231	93.00	3/04	76317	456.06	3/10	76404	2,491.54
3/05	76232	18.50	3/02	76318	1,618.01	3/06	76405	1,189.66
3/17	76233	9.00	3/17	76319	346.31	3/06	76406	572.52
3/16	76235*	2.60	3/04	76320	2,025.29	3/10	76407	74.32
3/03	76236	48.75	3/02	76322*	849.32	3/09	76408	310.33
3/13	76237	12.00	3/02	76324*	909.27	3/09	76409	1,225.00
3/09	76239*	31.00	3/02	76325	1,115.14	3/06	76412*	1,099.47
3/24	76240	13.00	3/02	76326	850.25	3/11	76413	8,956.44
3/02	76243*	28.20	3/02	76328*	1,502.00	3/10	76414	4,207.11
3/04	76244	15.00	3/19	76329	1,228.61	3/20	76415	1,215.73
3/04	76245	6.00	3/02	76332*	3,640.25	3/17	76416	19.47
3/03	76247*	50.00	3/04	76333	55.96	3/16	76417	1,275.00
3/09	76251*	6.00	3/04	76334	848.18	3/16	76418	12,926.40
3/05	76252	10.25	3/02	76335	3,182.25	3/09	76419	13,434.56
3/02	76253	48.00	3/03	76336	1,003.84	3/18	76420	2,000.00
3/03	76254	34.00	3/02	76337	796.02	3/10	76421	37.09
3/26	76255	13.00	3/03	76339*	1,064.81	3/11	76422	315.00
3/10	76256	7.23	3/02	76340	911.19	3/16	76423	4,389.00
3/02	76257	5.10	3/02	76345*	594.35	3/16	76424	1,218.57
3/02	76258	28.00	3/03	76346	300.00	3/24	76425	250.00
3/09	76259	10.00	3/03	76348*	70.00	3/23	76426	85.00
3/02	76260	10.00	3/04	76349	3,857.75	3/13	76427	5,026.50
3/02	76261	103.00	3/02	76350	1,000.00	3/11	76428	9,884.60
3/04	76268*	24.00	3/17	76351	707.00	3/19	76429	21,363.69
3/04	76269	60.00	3/06	76352	602.80	3/26	76431*	1,400.00
3/02	76273*	60.00	3/09	76353	511.94	3/13	76432	1,400.00

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First Merchants Bank

Each depositor insured to at least $250,000 FDIC Federal Deposit Insurance Corporation-www.fdic.gov

EQUAL HOUSING LENDER

BRENART EYE CLINIC LLC

Account: [redacted]

PAID CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/17	76433	900.00	3/16	76472	1,445.32	3/31	76523*	838.66
3/13	76434	25.00	3/13	76473	651.62	3/30	76524	1,231.41
3/16	76435	47.99	3/16	76474	947.33	3/30	76526*	3,227.75
3/16	76436	25.00	3/13	76475	1,456.66	3/31	76529*	730.89
3/13	76437	25.00	3/16	76476	895.63	3/30	76530	883.55
3/16	76438	25.00	3/16	76477	1,204.77	3/30	76531	343.77
3/16	76439	30.00	3/16	76478	805.70	3/30	76532	672.02
3/12	76440	162.55	3/16	76479	843.35	3/31	76533	1,250.85
3/17	76441	1,692.41	3/16	76480	1,502.00	3/30	76534	3,579.10
3/17	76442	2,440.81	3/19	76481	1,152.46	3/30	76535	421.30
3/17	76443	982.50	3/13	76482	1,194.37	3/30	76536	1,203.02
3/19	76444	791.10	3/13	76483	4,570.47	3/30	76537	696.77
3/16	76445	926.54	3/17	76484	3,349.28	3/30	76538	1,120.96
3/17	76446	1,083.91	3/31	76486*	1,068.48	3/30	76539	958.22
3/17	76447	280.90	3/16	76487	3,621.59	3/30	76540	2,152.07
3/13	76448	1,134.18	3/13	76488	1,036.47	3/30	76541	911.24
3/17	76449	4,063.67	3/16	76489	744.35	3/30	76542	1,618.01
3/16	76450	435.78	3/13	76490	852.48	3/30	76543	901.48
3/16	76451	901.15	3/23	76491	1,080.82	3/30	76545*	697.85
3/16	76452	1,282.83	3/16	76492	797.78	3/30	76546	835.81
3/30	76452*	1,502.00	3/13	76493	1,262.93	3/27	76547	1,486.66
3/13	76454*	1,823.53	3/13	76494	1,086.58	3/30	76548	703.66
3/30	76455	99.77	3/16	76495	140.40	3/31	76551*	800.26
3/16	76456	1,363.08	3/16	76496	148.38	3/30	76554*	634.31
3/16	76457	816.90	3/20	76497	2,030.00	3/30	76555	4,414.94
3/16	76458	917.75	3/27	76499*	126.65	3/30	76556	2,218.10
3/16	76459	370.34	3/16	76500	2,427.30	3/30	76557	53.26
3/16	76460	793.05	3/16	76501	5,139.18	3/30	76559*	2,963.62
3/16	76461	1,188.66	3/16	76502	6,740.98	3/31	76560	985.46
3/13	76462	3,555.47	3/25	76503	301.50	3/31	76561	398.97
3/13	76463	577.00	3/27	76506*	19.20	3/30	76562	669.01
3/13	76464	1,091.92	3/20	76508*	5,271.58	3/25	76565*	2,126.88
3/13	76465	1,071.24	3/25	76509	5,408.59	3/30	76566	722.71
3/16	76466	1,144.29	3/25	76510	1,356.88	3/27	76567	53.27
3/13	76467	292.61	3/26	76511	989.47	3/27	76568	148.38
3/18	76468	2,152.09	3/19	76515*	412.47	3/31	76569	72.00
3/18	76469	1,176.44	3/31	76517*	772.23	3/30	76570	1,050.00
3/16	76470	1,618.01	3/30	76519*	425.46	3/30	76571	750.00
3/17	76471	831.82	3/30	76520	691.66	3/26	76572	1,400.00

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/02	60,945.46	3/10	56,060.34	3/18	38,618.26
3/03	48,448.31	3/11	55,572.26	3/19	31,720.14
3/04	38,379.25	3/12	47,154.72	3/20	36,071.74
3/05	59,038.90	3/13	34,634.59	3/23	47,199.44
3/06	60,289.11	3/16	41,304.38	3/24	49,491.98
3/09	78,398.86	3/17	28,892.17	3/25	102,856.92

FIRST MERCHANTS and the Shield Logo are registered trademarks of First Merchants Corporation

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

First Merchants Bank

Each depositor insured to at least $250,000 backed by the full faith and credit of the United States government FDIC Federal Deposit Insurance Corporation-www.fdic.gov

EQUAL HOUSING LENDER

BRENART EYE CLINIC LLC

Account: [redacted]
Page: 28

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/26	76,682.02	3/30	60,243.21	3/31	60,973.95
3/27	89,042.11				

FIRST MERCHANTS and the Shield Logo are registered trademarks of First Merchants Corporation

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Deirdre Almy	1159	✓		✓			
Kathy Anderson	0266	✓		✓			
Jessica Perrin	1747	✓		✓			
Robert Brenart	9460	✓		✓			
Desiree Delgado	1651	✓		✓			
Robyn DeToni	3702	✓		✓			
Carolyn Dienes	1491	✓		✓			
Renee Eipers	0718	✓		✓			
Dave Ertman	9025	✓		✓			
Willow Ertman	8503	✓		✓			
Maria Gutierrez	6774	✓	✓				
Nicole Helmin	0130	✓	✓				
Elizabeth Jackson	5581	✓		✓			
Caryn LaBuda	1703	✓		✓			
Julissa Lugo	1704	✓		✓			
Anasatsia Maddox	7734	✓		✓			
Richa Manchandani	1795	✓		✓			
Kasey Matter	0793	✓		✓			
Angelica Mejia	1317	✓		✓			
Michelle Messina	4398	✓		✓			
Nicole Messina	4652	✓	✓				
Ashley Meyer	1648	✓		✓			
Jacalyn Meyer	7276	✓	✓				
Yessmel Olivera	0247	✓		✓			
TOTAL:		24					

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Derek Petersen	3787	☑	☐	☑	☐	☐	☐
Margarita Ramirez	8097	☑	☐	☑	☐	☐	☐
Elsa Reyes	3078	☑	☐	☑	☐	☐	☐
Wendy Rocha	5333	☑	☐	☑	☐	☐	☐
Paul Rossaert	1610	☑	☐	☑	☐	☐	☐
Eileen Rotramel	5585	☑	☐	☑	☐	☐	☐
Natalie Scruggs	4701	☑	☐	☑	☐	☐	☐
Michael Sperlakis	4084	☑	☐	☑	☐	☐	☐
Lisa Tierney	3439	☑	☐	☑	☐	☐	☐
Andrew Torres	8684	☑	☐	☑	☐	☐	☐
Barbara Tylka	1209	☑	☐	☑	☐	☐	☐
Araceli Unzueta	7995	☑	☐	☑	☐	☐	☐
Danielle Whicker	2350	☑	☐	☑	☐	☐	☐
Julie Wold	8283	☑	☐	☑	☐	☐	☐
Anthony Zangler	4143	☑	☐	☑	☐	☐	☐
Nicole Zangler	3327	☑	☐	☑	☐	☐	☐
Maralee Zeb	4808	☑	☐	☑	☐	☐	☐
Mary Brummel	9015	☑	☐	☑	☐	☐	☐
Jazmin Aguilar	8129	☑	☐	☑	☐	☐	☐
Judy Hanson	2167	☑	☐	☑	☐	☐	☐
Analee Nunez	9823	☑	☐	☑	☐	☐	☐
Melissa Vargas	4141	☑	☐	☑	☐	☐	☐
Kathlynn Whitehouse	8377	☑	☐	☑	☐	☐	☐
		☐	☐	☐	☐	☐	☐
TOTAL:		23					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer	Date: 4-27-20
Anthony Zanlger, Jr.	
Typed Name of Chief Executive Officer	
Brenart Eye Clinic, LLC	36-4307361
Name of Business	FEIN #
120 E. Countryside Parkway	N/A
Business Address	DUNS #
	8042
	SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and Brenart Eye Clinic, LLC, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 0039233-2

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BRENART EYE CLINIC, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 21, 2000, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 24TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011501840 verifiable until 04/24/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*monthly*	*$ 235,575.72*	*2*	***$ 471,151.44***
Fringe Benefits	*1*	*monthly*	*$ 10,737.31*	*2*	***$ 21,474.62***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 14,734.15*	*2*	***$ 29,468.30***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 1,657.03*	*2*	***$ 3,314.06***
Telecommunications & Internet	*1*	*monthly*	*$ 4,253.32*	*2*	***$ 8,506.64***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 117,661.15*	*2*	***$ 235,322.30***
Supplies (office-related)	*1*	*monthly*	*$ 53,899.00*	*2*	***$ 107,798.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*monthly*	*$ 13,078.97*	*2*	***$ 26,157.94***
Other (specify): Business Insurance/Professional Fees	*1*	*monthly*	*$ 12,338.42*	*2*	***$ 24,676.84***
Other (specify): Patient / Insurance Refunds	*1*	*monthly*	*$ 2,993.44*	*2*	***$ 5,986.88***
					$ -
				State Total	***$ 933,857.02***

Total State-Funded Working Capital ***$ 933,857.02***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of C & C Studios, Inc dba Virtues In Motion Dance Studio, 104 Beaver Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: C&C Studios, Inc dba Virtues In Motion Dance Studio

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in Kendall County ☐ No

Supported Business Address 1: 104 Beaver Street

Supported Business Address 2:

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-6570

Supported Business E-Mail Address: Christy@VIMdance.com

Supported Business FEIN or ITIN: 81-0919270

Supported Business DUNS (if not available, insert N./A): 071682258

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 79110000

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Schultz
First Name: Christy
Title: Owner / President
Daytime Phone: 630-417-4283
Home Phone: 630-553-0775
E-Mail: Christy@VIMdance.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: Payroll Protection Program Amount Received: $ 17750

Funding Program Name: Amount Received: $

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

The purpose of this project request is to maintain funding for working capital to retain employees and continue some regular business practices during the national emergency pandemic, Covid-19. C & C Studios dba Virtues In Motion Dance Studio (VIM Dance Studio), has been severely and negatively impacted as a business due to this current scenario.

VIM Dance Studio opened only a few short years ago in June of 2016. Within the first year of business, the studio was operating remotely while a brand new building was being constructed on the frontage of the main highway, Route 47 that runs through the city of Yorkville. This is a beautiful 12000 sq ft brand new building that serves as a professional, state of the art facility, and was completed in June 2017 when the business was just beginning to maintain regular customers and staff. As the next two years have progressed, the studio business began to ramp up and grow to have a successful business that was right at the peak of its highest number of clients and the point of breaking even financially a business. Three years of operating business in the new building was our timing goal for at the least breaking even, in which we were excited to have just met before this pandemic.

As the owner and president of the business (as well as a real estate agent and investor) I poured my life into this business and the building that comes with a high cost for new construction, maintenance, and cost of doing business until more growth. Our business was at the highest point of our growth and projecting its first profit for this year just two months ago. We have a professional staff with significant salaries but we employ the best in the industry for the sake of training the best students. Our main staff has been employed with us since the business' inception. We were (are) on a successful path for the future. Unfortunately, this pandemic is putting an enormous strain on all this said.

Because our business is primarily for children ages 2-18, we often follow the same guidelines for closures as our local school district mandates. We do this for the safety of our students as well as satisfying our clients for the sake of planning. With that said, our last day of business was March 16th. We are currently not requiring tuition of our students as we cannot open our facility. Our staff is working hard on changing our format temporarily to meet the current Stay At Home order we are facing as a state. We are currently offering online classes to our students and our staff has been volunteering their time up until about a week ago. We plan to continue to keep our online classes, our staff working, all remotely until our facility can open again. Rather than our employees collecting unemployment, the Payroll Protection Program will assist with their salaries for a short eight weeks time. Once our facility opens again, we can begin asking for payment for our services. Since the state has required that schools close through the end of the school year, we will stay closed until the state lifts the mandates to allow for us to open.

Due to the nature of our business, the impact of the current pandemic will not only cause financial difficulties until the building is open, but also for the months following the reopening to begin ramping the business back up again. Returning to the status of our business we were just weeks ago is going to take months, if not until next year. Our business focuses on families, children especially, and we expect that families will wait to return to our business fully when the threat of this virus has surpassed.

The most unfortunate part of our business expenses is that we attend large events with a team of approximately 55 students. These events can incur up to approximately $30,000 as a group to attend. Please notice that when viewing current bank statement totals, in particularly for March 2020, that we show a balance of over $50,000. That total includes a team event that was $24,975 and fees generated at almost $30,000 for another recital event that have both since been canceled due to this pandemic. These fees have been returned to our families for the competition event. For the other recital event that is now canceled, we will have to credit our clients and/or provide a refund. After these two expenses are refunded to our clients, we will essentially not have any working capital. As there are other events our clients have paid for, we will also be receiving some of the funding back for these companies, or rather, more will provide credits for use next year. With credits on family accounts, making a profit is going to be difficult in the next months until the business ramps up again, we hope at least by spring 2021.

Attached to this application there are several documents to support the business needs for this funding. There is a brief summary of the total monthly sales for Dec 2019-April 2020. This shows Decmber which is an average month for sales, February which is significantly higher, then March as a usual month with April showing no sales but a total payments of some past due fees paid by clients. Then from this point forward until the business can reopen, sales will be nonexistent and upon its reopening, will take months to regain our regular monthly sales. Please also take into consideration that the extreme high sales of February is due to event/recital fees taken in and disbursed to those other businesses, therefore not a true regular monthly total sales. Income Statements for 2017-2018 are attached as well as Dec 2019 and March 2020 bank statements. These statements also prove to show that in Dec we had a small cash balance (and March shows over $55000) which includes over $50,000 total funds allocated to others as mentioned above. This leaves our current cash balance at only $3306 in March. There is a current Discover Card Statement which is used for the sole purpose of all business expenses outside of those coming from directly from the business checking account, which a statement is also provided. Our current bills now exceed what cash we have in our account.

VIM Dance Studio is a family business that has grown more rapidly over the last year. The business has become successful and acknowledged in our industry amongst professionals as well as becoming a great family friendly environment for so many people within Kendall County and the City of Yorkville. Assistance financially during this time is going to be crucial in order to maintain a successful and profitable business into the near future, but also to be able to continue employment for those that have contributed to our newfound success. We were at the height of our business and excided for this season of ours to be the best yet, only until a few short weeks ago we have been kicked back to the starting line. We are ready to bring the business back to its feet the second we are able, but will most certainly need the financial assistance to do so. This grant opportunity will assist our successful business and the consideration for it is greatly appreciated. Please see all attached documentation for proof of financial history and needs.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)	Cash Balance
December 31, 2017	-6531.39	Yes	No	0
December 31, 2018	-24395.20	Yes	No	0
December 31,2019	3329	No	Yes	3329
Current:				0

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		56737
Personnel (Salary & Wages)	11016	
Fringe Benefits	0	
Equipment	0	
Inventory	2250	
Supplies	1500	
Occupancy (Rent & Utilities)	7500	
Telecommunications	700	
Other (Specify) Event Fees	24975	
Other (Specify) Recital Fees	3500	
Other (Specify) Cleaning & Exterior Maintenance	2200	
Total of All Expenditures		53641
Monthly Net Income (Total Income – Total of All Expenditures)		3096

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

First State Bank - Account Statements:
Attached will be two statements from this business checking account, one for December 2019 and the other for March 2020. The most recent statement is from March when our business temporarily closed. Notice the balance of $55349. This will not be an accurate balance as of May 1st when $24975 of this will be refunded to clients for an event with paid fees and approximately $30000 will be credited to client accounts for future use or refunded for an additional event. These refunds/credits will deplete up to $50000 over the next month or two. These refunds are for paid fees by our clients that were intending to participate in canceled events due to Covid-19. The purpose for including the December 2019 statement was to give a better indication of a regular months worth of sales vs expenses and a more average indication of a monthly balance in comparison.

Discover Card - Account Statement:
Included with this application will be the most recent Discover card statement for our business. This credit card is used solely for the purpose of paying business expenses with a credit card or for online accounts. The reason for showing this statement is to express that there is a current running balance rangin monthly from $15,000-$22,000 for expenses to be paid outside of the checking account used for the business.

First State Bank (FSB)
706 Washington Street
Mendota, Illinois 61342
(815)538-2265
MEMBER FDIC

C & C STUDIOS INC.
D/B/A VIRTUES IN MOTION DANCE STUDI
9020 WILCOX CT
NEWARK IL 60541-8404

Date 12/31/19 Page 1
Account Number Ending

SUMMARY OF ACCOUNTS

Account No	Type of Account	Current Balance	
	BUSINESS CHECKING	3,306.83	19

CHECKING ACCOUNTS

BUSINESS CHECKING 19

Account Number	Ending 8541	Statement Dates 12/01/19 thru	12/31/19
Previous Balance	3,632.50	Days in the statement period	31
27 Deposits/Credits	42,802.95	Average Ledger	10,741
54 Checks/Debits	43,128.62	Average Collected	10,687
Service Charge	.00		
Interest Paid	.00		
Ending Balance	3,306.83		

DEPOSITS AND ADDITIONS

Date	Description	Amount
12/02	NET SETLMT 5/3 BANKCARD SYS 7300604847 12/02/19 ID #-529000154505 TRACE #-242071751583710	420.00
12/02	NET SETLMT 5/3 BANKCARD SYS 7300604847 12/02/19 ID #-529000154505 TRACE #-242071752187480	460.00
12/03	NET SETLMT 5/3 BANKCARD SYS 7300604847 12/03/19 ID #-529000154505 TRACE #-242071753891474	17,375.20
12/04	NET SETLMT 5/3 BANKCARD SYS 7300604847 12/04/19 ID #-529000154505 TRACE #-242071751356950	2,705.75
12/05	Xfer from COVAR MA 4273 Business Discover card pay	3,000.00
12/05	NET SETLMT 5/3 BANKCARD SYS 7300604847 12/05/19	418.73

FIRST STATE BANK
706 Washington Street
Mendota, Illinois 61342
815.538.2265
MEMBER FDIC

C & C STUDIOS INC.
D/B/A VIRTUES IN MOTION DANCE STUDI
9020 WILCOX CT
NEWARK IL 60541-8404

Date 3/31/20 Page 1
Account Number

**All First State Bank lobbies will be closed until further notice.
The safety of our staff and communities are of utmost importance.
Please continue to use the digital channels we have available to
access your banking needs. For more detail info check our website:
https://www.firststatebank.biz/notice-details.html
We wish you and your families stay safe and healthy during this time.**

SUMMARY OF ACCOUNTS

Account No	Type of Account	Current Balance	
[redacted]	SINESS CHECKING	55,349.89	15

CHECKING ACCOUNTS

BUSINESS CHECKING
Account Number Ending [redacted] 15

Previous Balance	39,479.20	Statement Dates 3/01/20 thru	3/31/20
21 Deposits/Credits	57,831.57	Days in the statement period	31
46 Checks/Debits	41,960.88	Average Ledger	55,572
Service Charge	.00	Average Collected	55,451
Interest Paid	.00		
Ending Balance	55,349.89		

DEPOSITS AND ADDITIONS

Date	Description	Amount
3/02	NET SETLMT 5/3 BANKCARD SYS 7300604847 03/02/20 ID #-529000154505 TRACE #-242071756612037	224.00
3/02	NET SETLMT 5/3 BANKCARD SYS 7300604847 03/02/20 ID #-529000154505 TRACE #-242071757338204	1,146.00
3/02	NET SETLMT 5/3 BANKCARD SYS 7300604847 03/02/20 ID #-529000154505 TRACE #-242071755618852	2,228.00

DISCOVER

Discover it® Card

Account number ending in

Open Date: Dec 14, 2019- Close Date: Jan 13, 2020

Cardmember Since 2016

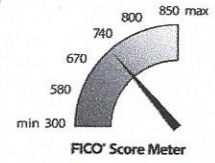
ACCOUNT SUMMARY

Previous Balance		$18,984.44
Payments and Credits	-	$10,086.72
Purchases	+	$10,509.32
Balance Transfers	+	$0.00
Cash Advances	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
New Balance		$19,407.04

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	$21,000
Credit Line Available	$987
Cash Advance Credit Line	$5,000
Cash Advance Credit Line Available	$987

You may be able to avoid interest on Purchases.
See reverse for details.



FICO 736

Your FICO® Credit Score on 1/7/20

Track recent scores on the FICO page in this statement

PAYMENT INFORMATION

New Balance	**$19,407.04**
Minimum Payment Due	$389.00
Payment Due Date	February 8, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $39.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	34 years	$50,243
$640	3 years	$23,023 (Savings= $27,220)

If you would like information about credit counseling services, call 1-800-347-1121.

REWARDS

Cashback Bonus®

		Anniversary Month September
Opening Balance	$	106.19
New Cashback Bonus This Period		
1% Cashback Bonus	+ $	83.34
5% Cashback Bonus	+ $	29.51
Redeemed This Period	- $	106.19
Cashback Bonus Balance	**$**	**112.85**

To learn more, log in at **Discover.com**

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash.
Please fold on the perforation below, detach and return with your payment.

Payment Coupon
Please do not fold, clip or staple.

Pay Online
Discover.com

Pay by Phone
1-800-347-3085

Account number ending in	[redacted]
Minimum Payment Due	$389.00
New Balance	$19,407.04
Payment Due Date	February 8, 2020
Amount enclosed	$

CHRISTY SCHULTZ

PO BOX 6103
CAROL STREAM IL 60197-6103

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

0000019864567223793021940704001850000038900

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

In addition to the previously included Bank and Credit Card statements, there is also documentation included with this application to show evidence of C&C Studios current lack of working capital. There is also proof of net income for verification purposes as well as an indication of monthly sales from December 2019-April 2020. Please see the attached documents.

Net Income Verification:
The application requires the fiscal year ending in 2017-2019. The Income Statements for 2017 and 2018 are attached for verification purposes. This is not available yet for 2019 therefor the total sales document will verify that.

C&C Studios, Inc. - Monthly Total Sales:
This is a brief indication of the total sales for each month from Dec 2019-April 2020. This provides an indication of regular month sales in Dec, Jan, and March as they are very similar. For February there is a large spike in sales due to paid fees for events that were also paid to event companies. This does not indicate a spike in actual sales. In addition, the fees for these events are still showing to be in our March bank statement for our checking account, although it will be refunded to clients. So essentially, that income was ultimately disbursed and now needs to be refunded or credited to customers. Then the month of April will prove to only show sales less than $2500 since the temporary closing of the business due to Covid-19. This also demonstrates the lack of working capital we will encounter over the next months to come while also considering that credits will be used by clients toward future sales rather than more money filtering back into the business.

C & C STUDIOS INC.
VIRTUES IN MOTION DANCE STUDIO
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2017

ACCT #	DESCRIPTION	YEAR TO DATE	% OF SALES	PRIOR YEAR TO DATE	% OF SALES
FIXED EXPENSES					
639000	EVENT FEES	58,588.37	26.50	15,548.98	19.69
642000	RENT	12,000.00	5.43	12,000.00	15.20
645000	TELEPHONE	3,652.23	1.65	1,497.74	1.90
648000	HEAT, LIGHT & W	5,884.80	2.66	908.98	1.15
651000	SCAVENGER	56.02	0.03	0.00	0.00
657000	BUSINESS INSURA	9,714.37	4.39	0.00	0.00
660000	MEALS & ENTERT	422.62	0.19	132.50	0.17
663000	AUTO & TRAVEL E	2,637.18	1.19	0.00	0.00
666000	ADVERTISING & P	2,487.94	1.13	0.00	0.00
669000	LEGAL & ACCOUN	2,623.00	1.19	466.00	0.59
669500	CONTRIBUTIONS	100.00	0.05	0.00	0.00
672000	OFFICE SUPPLIES	3,404.73	1.54	3,743.59	4.74
672500	POSTAGE	33.90	0.02	0.00	0.00
675500	REPAIRS & MAINT	12,013.28	5.43	974.00	1.23
678000	LICENSES & FEES	100.00	0.05	403.28	0.51
681000	BANK CHARGES	6.00	0.00	6.00	0.01
684000	DEPRECIATION	7,206.34	3.26	4,323.57	5.48
	TOTAL FIXED EXP	120,930.78	54.69	40,004.64	50.67
	OPERATING INCO	(6,337.99)	(2.87)	(16,187.44)	(20.50)
OTHER (INCOME) EXPENSE					
902500	INTEREST EXPENS	193.40	0.09	0.00	0.00
	TOTAL OTHER (IN	193.40	0.09	0.00	0.00
	INCOME BEFORE T	(6,531.39)	(2.95)	(16,187.44)	(20.50)
	NET INCOME	(6,531.39)	(2.95)	(16,187.44)	(20.50)

C & C STUDIOS INC.
VIRTUES IN MOTION DANCE STUDIO
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2017

ACCT #	DESCRIPTION	YEAR TO DATE	% OF SALES	PRIOR YEAR TO DATE	% OF SALES
REVENUES					
400100	REVENUE - SERVI	221,104.74	100.00	78,957.77	100.00
	TOTAL REVENUES	221,104.74	100.00	78,957.77	100.00
COST OF SALES					
	TOTAL COST OF S	0.00	0.00	0.00	0.00
	GROSS PROFIT	221,104.74	100.00	78,957.77	100.00
VARIABLE EXPENSES					
606000	WAGES	62,717.00	28.37	28,098.00	35.59
609000	PAYROLL TAXES	6,882.76	3.11	2,534.52	3.21
615000	CONTRACT LABO	1,060.28	0.48	1,530.00	1.94
621000	SUPPLIES	30,317.59	13.71	10,638.03	13.47
631500	ADVERTISING & P	490.90	0.22	11,248.31	14.25
632000	CREDIT CARD CH	5,043.42	2.28	1,091.71	1.38
	TOTAL VARIABLE	106,511.95	48.17	55,140.57	69.84
	CONTRIBUTION T	114,592.79	51.83	23,817.20	30.16

C & C STUDIOS INC.
VIRTUES IN MOTION DANCE STUDIO
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2018

ACCT #	DESCRIPTION	YEAR TO DATE	% OF SALES	PRIOR YEAR TO DATE	% OF SALES
FIXED EXPENSES					
639000	EVENT FEES	47,744.10	14.78	58,588.37	26.50
642000	RENT	95,000.00	29.42	12,000.00	5.43
645000	TELEPHONE	3,638.50	1.13	3,652.23	1.65
648000	HEAT, LIGHT & W	7,686.91	2.38	5,884.80	2.66
651000	SCAVENGER	689.81	0.21	56.02	0.03
657000	BUSINESS INSURA	8,293.73	2.57	9,714.37	4.39
660000	MEALS & ENTERT	2,121.62	0.66	422.62	0.19
663000	AUTO & TRAVEL E	6,854.41	2.12	2,637.18	1.19
666000	ADVERTISING & P	3,932.53	1.22	2,487.94	1.13
669000	LEGAL & ACCOUN	2,851.00	0.88	2,623.00	1.19
669500	CONTRIBUTIONS	200.00	0.06	100.00	0.05
672000	OFFICE SUPPLIES	10,865.88	3.36	3,404.73	1.54
672500	POSTAGE	860.02	0.27	33.90	0.02
675500	REPAIRS & MAINT	4,969.30	1.54	12,013.28	5.43
678000	LICENSES & FEES	2,562.35	0.79	100.00	0.05
681000	BANK CHARGES	4.50	0.00	6.00	0.00
684000	DEPRECIATION	4,858.42	1.50	7,206.34	3.26
	TOTAL FIXED EXP	203,133.08	62.90	120,930.78	54.69
	OPERATING INCO	(24,292.26)	(7.52)	(6,337.99)	(2.87)
OTHER (INCOME) EXPENSE					
902500	INTEREST EXPENS	1,391.93	0.43	193.40	0.09
903000	OTHER INCOME	(1,288.99)	(0.40)	0.00	0.00
	TOTAL OTHER (IN	102.94	0.03	193.40	0.09
	INCOME BEFORE T	(24,395.20)	(7.55)	(6,531.39)	(2.95)
	NET INCOME	(24,395.20)	(7.55)	(6,531.39)	(2.95)

C & C STUDIOS INC.
VIRTUES IN MOTION DANCE STUDIO
INCOME STATEMENT
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2018

ACCT #	DESCRIPTION	YEAR TO DATE	% OF SALES	PRIOR YEAR TO DATE	% OF SALES
REVENUES					
400100	REVENUE - SERVI	320,978.36	99.39	221,104.74	100.00
400500	REVENUE - GOOD	1,960.02	0.61	0.00	0.00
	TOTAL REVENUES	322,938.38	100.00	221,104.74	100.00
COST OF SALES					
509600	CUSTOMER REIMB	625.00	0.19	0.00	0.00
	TOTAL COST OF S	625.00	0.19	0.00	0.00
	GROSS PROFIT	322,313.38	99.81	221,104.74	100.00
VARIABLE EXPENSES					
606000	WAGES	71,965.75	22.28	62,717.00	28.37
609000	PAYROLL TAXES	8,320.22	2.58	6,882.76	3.11
615000	CONTRACT LABO	14,288.75	4.42	1,060.28	0.48
621000	SUPPLIES	40,576.19	12.56	30,317.59	13.71
631500	ADVERTISING & P	0.00	0.00	490.90	0.22
632000	CREDIT CARD CH	8,321.65	2.58	5,043.42	2.28
	TOTAL VARIABLE	143,472.56	44.43	106,511.95	48.17
	CONTRIBUTION T	178,840.82	55.38	114,592.79	51.83

C&C Studios, Inc - Monthly Total Sales Dec 2019-April 2020

Dec-19

Payment Method	XPayment Amount
	833
Cash	1030
Check	465
Check	516
Discover	1313.23
MasterCard	6506.26
VISA	31576.96
Total Payments: 42,240.45	

Mar-20

Payment Method	XPayment Amount
Cash	600
Check	3060
Discover	6626.26
MasterCard	12803.64
VISA	31383.9
Total Payments: 54,473.80	

Jan-20

Payment Method	XPayment Amount
	518
Cash	873.23
Check	1740
Discover	2597.5
MasterCard	12070.16
VISA	38938.2
Total Payments: 56,737.09	

Apr-20

Payment Method	XPayment Amount
Discover	13.25
MasterCard	200
MasterCard	295
VISA	150
VISA	2161.44
Total Payments: 2,819.69	

Feb-20

Payment Method	XPayment Amount
	195.23
Cash	595
Check	4078
Discover	6113.43
MasterCard	21202
VISA	85681.07
Total Payments: 117,864.73	

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Christy Schultz	1232	✔			✔		
Leandra Groth	3555	✔			✔		
Django Allegreti	7722	✔				✔	
Django Aguirre	8017	✔			✔		
Arianne Bruning	1590	✔			✔		
Zach Clark	1686	✔				✔	
Huntar Jones	0283	✔				✔	
Sasha Kozadayev	2799	✔			✔		
Nick Martinez	5447	✔			✔		
Olivia Neitzel	1837	✔	✔		✔		
Alvin Ramirez	1987	✔			✔		
Zaria Robinson	3466	✔			✔		
LisaMarie Woody	4427	✔			✔		
Isabella Mahoney	1211	✔	✔		✔		
Brittany Amoroso	9756	✔			✔		
TOTAL:		15					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

4/24/2020
Date

Christy Schultz
Typed Name of Chief Executive Officer

C&C Studios, Inc dba Virtues In Motion Dance Studio
Name of Business

81-0919270
FEIN #

104 Beaver Street, Yorkville, IL 60560
Business Address

071682258
DUNS #

79110000
SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of Yorkville ("Unit of Local Government") and C&C Studios, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
Christy Schultz

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 7046-623-6

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

C & C STUDIOS INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 14, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* APRIL *A.D.* 2020 .

Authentication #: 2011301888 verifiable until 04/22/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*14*	*monthly*	*$ 786.00*	*2*	***$ 22,008.00***
Fringe Benefits			*$ -*		***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 6,700.00*	*2*	***$ 13,400.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 800.00*	*2*	***$ 1,600.00***
Telecommunications & Internet	*1*	*monthly*	*$ 700.00*	*2*	***$ 1,400.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 2,250.00*	*2*	***$ 4,500.00***
Supplies (office-related)	*1*	*monthly*	*$ 1,500.00*	*2*	***$ 3,000.00***
Contractual Services (alarms, pest control, cleaning, etc.)	*1*	*monthly*	*$ 2,500.00*	*2*	***$ 5,000.00***
Competition/Event	*1*	*once*	*$ 24,975.00*	*1*	***$ 24,975.00***
Recital fees	*1*	*once*	*$ 3,500.00*	*1*	***$ 3,500.00***
					$ -
				State Total	***$ 79,383.00***

Total State-Funded Working Capital ***$ 79,383.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Duy's Incorporated, 135 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Duy's Incorporated

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☑ No

Supported Business Address 1: 135 E VETERANS PKWY

Supported Business Address 2: _____

Supported Business City: YORKVILLE

Supported Business State: ILLINOIS

Supported Business Zip: 99999-9999: 60560-1364

Supported Business Phone Number 630-553-7775

Supported Business E-Mail Address: duysinc@gmail.com

Supported Business FEIN or ITIN: 36-3241074

Supported Business DUNS (if not available, insert N./A): NAICS CODE 448210

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ SIC CODE 5661

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: DUY
First Name: TOD
Title: PRESIDENT
Daytime Phone: 630-553-7775
Home Phone: 815-790-1159
E-Mail: duysinc@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP LOAN Amount Received: $20300

Funding Program Name: EIDL Amount Received: $3000

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☐ No ☑ Yes If yes, provide details

As a trustee of my fathers estate, a wrongful death lawsuit has been filed against his facility.

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

Duy's Shoes has been in business since 1954 serving the surrounding communities with quality footwear. We are a "sit and fit" store which means when our customers come in, we greet them, seat them, measure their feet and recommend the best shoes for both their feet and their needs. We are recommended by many doctors for their patients with special needs, such as diabetes, neuromas, plantar fasciitis, etc.

As with most retail businesses January and February are notoriously slow months. March comes along and we can start to breath again. SAS is our largest, best selling line in our store. Every March we kick off our annual SAS Spring Sale with a trunk show. This year the truck show was set for March 17th, with the fear of COVID-19 we did less than half of the dollar amount we did the previous year on that day. Our SAS sale was slated to run through April 19th. We all know what happened on March 21st. Without the income generated from this sale as well as income from items sold at regular price, we have fallen behind on paying invoices that have come due. In addition, all employees had to be furloughed and collect unemployment benefits. If Duy's would be fortunate enough to receive this grant money, we would be able to divert income generated from sales from salaries to paying our vendors so that we could continue to receive inventory in a timely manner.

One of our concerns at this point, are customers going to know that we are open, when we are able to open again. If is our feeling that we are going to need to do extensive advertising and promoting in order to let our customers know we are alive and well. In addition to the cost of advertising, we are assuming we will need to offer discounts as an incentive to get our customers back into the store, therefore, making less profit on the items we sell. One additional problem is that we have missed the spring selling season (March, April and May). Our inventory purchases are made 6 to 9 months in advance of the season, so with spring inventory coming in in January and February being payable in March, April and May and having missed those months of sales, we are unable to pay our suppliers. As we already have fall orders on the books scheduled to start arriving in June, those orders will be delayed until we can get our spring invoices cleaned up. Again, with the help of this grant we would be able divert income generated from sales from salaries to paying our suppliers for inventory.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	(25,528.43)	Yes	No	1,001.81
December 31, 2018	36,997.23	Yes	No	2,615.15
December 31,2019	69,042.99	Yes	No	2,430.78
Current:				1,134.51

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		29,319.31
Personnel (Salary & Wages)	8,830.00	
Fringe Benefits	2,053.59	
Equipment	0.00	
Inventory	13,250.33	
Supplies	1,200.58	
Occupancy (Rent & Utilities)	4,727.52	
Telecommunications	454.45	
Other (Specify) Bank Charges & Tax	2,764.80	
Other (Specify) Business Insurance	478.95	
Other (Specify) Advertising	570.93	
Total of All Expenditures		33,618.56
Monthly Net Income (Total Income – Total of All Expenditures)		(5,011.84)

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Heartland Bank and Trust Company
MEMBER FDIC
P.O. Box 67 Bloomington, IL 61702-0067

Statement Date:
3/12/20 Primary Account:

Questions?
Call us toll free at 888-897-2276
or contact your local office.

www.hbtbank.com

Duy's Inc
135 E Veterans Pkwy
Yorkville, IL 60560-1364

Simply Business Checking

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Account Summary

Account #		Number Of Enclosures	19
Beginning Balance	$2,186.22	Statement Dates	3/02/20 thru 3/12/20
25 Deposits/Credits	$16,951.42	Days in the Stmt Period	11
27 Checks/Debits	$17,191.31	Average Balance	$2,997.84
Service Charge	$0.00	Avg Collected Balance	$2,997.84
Interest Paid	$0.00		
Ending Balance	$1,946.33		

Electronic and Other Credits

Date	Description	Amount
3/02	Msts Msts CCD Duy's Inc 11402	$86.20
3/02	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$985.67
3/02	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,022.75
3/02	Deposit	$111.76
3/02	Deposit	$175.81
3/02	Deposit	$189.44
3/02	Deposit	$1,277.48

Electronic and Other Credits

Date	Description	Amount
3/03	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$59.54
3/03	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,573.23
3/04	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$808.96
3/04	Deposit	$972.89
3/05	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$958.83
3/06	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$529.35
3/09	Msts Msts CCD Duy's Inc 11402	$86.19
3/09	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$636.49
3/09	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$680.90
3/09	Deposit	$108.50
3/10	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,167.49
3/10	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,540.40
3/10	Deposit	$197.22
3/11	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$862.70
3/11	Trsf From Savings 8461 Loan From Officer Confirmation Number 311200504	$300.00
3/11	Trsf From Tot Free 9159 Loan From Officer Confirmation Number 311200506	$230.00
3/11	Deposit	$33.06
3/12	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$2,356.56

Electronic and Other Withdrawals

Date	Description	Amount
3/02	Ins. Prem Auto-Owners PPD Premium Collect- Eft Duy's Inc.	$478.93-
3/02	Merch Fee Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$552.98-
3/02	Bill Paid-Alex Duy Conf #2259	$480.00-
3/02	Transf To Tot Free 9159 Part Yorkville Rent Confirmation Number 302200685	$1,200.00-
3/02	Check 5001172 San Antonio Shoe Inc	$448.23-
3/02	Check 5001173 Birkenstock Usa,lp	$289.43-
3/03	Bill Paid-Northwestern Mutual Life Insurance Conf #2250	$100.00-
3/03	Bill Paid-Cindy Kee Conf #2260	$480.00-
3/03	Check 5001175 San Antonio Shoe Inc	$584.51-
3/04	Transf To Tot Free 9159 Tod Payroll Confirmation Number 304200319	$500.00-
3/04	Check 5001174 Modern Shoe Shop	$121.00-
3/06	ACH Pmt Amex Epayment WEB W0746	$195.00-
3/06	ACH Pmt Amex Epayment WEB W7126	$250.00-
3/06	Check 5001176 New Balance Athletics	$1,730.90-
3/09	Check 5001177 Birkenstock Usa,lp	$766.51-
3/09	Check 5001178 Dansko, Llc	$701.71-
3/10	Bill Paid-Northwestern Mutual Life Insurance Conf #2262	$100.00-
3/10	Bill Paid-Comcast City Of Chic Ago Conf #2247	$199.94-
3/10	Bill Paid-Alex Duy Conf #2269	$480.00-
3/10	Check 5001179 New Balance Athletics	$1,858.60-
3/10	Check 5001180 Redwing Brands Of America	$1,128.96-
3/10	Check 5001181 Forward Motion	$449.20-
3/11	ACH Pmt Amex Epayment WEB A1510	$704.00-
3/11	Isa Paymnt Northwestern Mu PPD Duys Inc	$2,463.59-
3/11	Bill Paid-Cindy Kee Conf #2270	$480.00-
3/11	Check 5001182 San Antonio Shoe Inc	$415.82-
3/12	Paid Item Fee	$32.00-

Duy's Inc
135 E Veterans Pkwy
Yorkville, IL 60560-1364

CHECK REGISTER (* denotes non-consecutive check number)

Date	Check No.	Amount	Date	Check No.	Amount
3/02	5001172	-See above-	3/09	5001178	-See above-
3/02	5001173	-See above-	3/10	5001179	-See above-
3/04	5001174	-See above-	3/10	5001180	-See above-
3/03	5001175	-See above-	3/10	5001181	-See above-
3/06	5001176	-See above-	3/11	5001182	-See above-
3/09	5001177	-See above-			

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/02	$2,585.76	3/05	$5,173.70	3/10	$2,259.42
3/03	$3,054.02	3/06	$3,527.15	3/11	$378.23-
3/04	$4,214.87	3/09	$3,571.01	3/12	$1,946.33

Heartland Bank and Trust Company
MEMBER FDIC
P.O. Box 67 Bloomington, IL 61702-0067

Statement Date: 03/31/20 Primary
Account:

Questions?
Call us toll free at 888-897-2276
or contact your local office.

www.hbtbank.com

Duy's Inc
135 E Veterans Pkwy
Yorkville, IL 60560-1364

Simply Business Checking — Account:

Account #				13
Beginning Balance		$1,946.33	Statement Dates	3/13/20 thru 3/31/20
Deposits/Credits	(20)	$13,474.02	Days In The Statement Period	19
Checks/Debits	(21)	$12,567.92	Avg Balance	$3,317.43
Service Charge		$.00	Avg Collected Balance	$3,317.43
Interest Paid		$.00		
Ending Balance		$2,852.43		

Electronic and Other Credits

Date	Description	Amount
3/13	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$598.31
3/13	Deposit	$230.03
3/16	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,358.44
3/16	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,641.88
3/16	Deposit	$10.77
3/16	Deposit	$238.15
3/17	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,256.79
3/17	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$1,667.00
3/18	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$195.72
3/18	Deposit	$35.56
3/18	Deposit	$427.59
3/19	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$3,148.50
3/20	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$330.16
3/23	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$252.23
3/23	Msts Msts CCD Duy's Inc 11402	$437.52
3/23	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$780.41
3/23	Deposit	$197.02
3/23	Deposit	$389.65
3/24	Merch Dep Merchant Service CCD Duys Shoes Merchant Activity 8028910647	$71.54
3/31	Deposit	$206.75

Electronic and Other Withdrawals

Date	Description	Amount
3/13	Usataxpymt Irs CCD Duys Shoes Inc 270047300845782	$2,062.62-
3/17	EDI Pymnts IL Dept Of Reven CCD Duys Shoes Inc EDI 00001505992544 Txp*363241074000*0112*20200331 *T*38018\	$380.18-
3/17	Mutual Oma Mutual Omah Tel	$1,380.15-
3/17	Bill Paid-Alex Duy Conf #2274	$480.00-
3/18	8006342669 Nfib Web	$15.00-
3/18	Bill Paid-Cindy Kee Conf #2275	$480.00-
3/20	Ins. Prem Blue Cross Blue PPD P.a.c. Interface Alex J Duy	$405.86-
3/20	EDI Pymnts IL Dept Of Reven CCD Duys Shoes Inc EDI 00000631877472 Txp*16857224*0411*20200229*T*2 64500\	$2,645.00-
3/23	Nwtbclscic The Hartford CCD Duys Inc Nwtbs Cl Scic ACH C 15565653	$52.23-
3/23	ACH Pmt Amex Epayment Web W1442	$150.00-
3/23	Online Pmt Bk Of Amer Mc CCD Duy,Tod Ckf068581594pos	$486.00-
3/25	Check 5001184 Modern Shoe Shop	$172.00-
3/26	Ins.prem Cincinnati Insur CCD Duys Inc. Dba Duys Sho Insurance Premium 1000294922	$348.00-
3/30	Check 5001183 Birkenstock USA,Lp	$301.93-
3/31	ACH Pmt Amex Epayment Web W7792	$75.00-
3/31	Online Pmt Bk Of Amer Mc CCD Duy,Tod Ckf068581594pos	$255.00-
3/31	ACH Pmt Amex Epayment Web W0932	$354.00-
3/31	Ins. Prem Auto-Owners PPD Premium Collect- Eft Duy's Inc.	$478.95-

CHECK REGISTER (* denotes non-consecutive check number)

Date	Check No.	Amount	Date	Check No.	Amount
3/13	14282	$700.00	3/30	5001183 *	-See above-
3/16	14283	$346.00	3/25	5001184	-See above-
3/23	14284	$1,000.00			

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/13	$12.05	3/16	$2,915.29	3/17	$3,598.75
3/18	$3,762.62	3/19	$6,911.12	3/20	$4,190.42
3/23	$4,559.02	3/24	$4,630.56	3/25	$4,458.56
3/26	$4,110.56	3/30	$3,808.63	3/31	$2,852.43

Midland States Bank®

1201 Network Centre Drive Effingham, IL 62401

Page	1 of 3
Period Beginning	March 02, 2020
Period Ending	March 31, 2020
Days in Period	30
Statement Date	March 31, 2020

How to contact us

Customer Care 1-855-MY-MIDLAND

Get current account information

Bank by Phone 1-800-952-1529
Visit us online midlandsb.com

DUYS INC
135 E VETERANS PARKWAY
YORKVILLE IL 60560

Go Paperless.
Switch to Online Statements at
midlandsb.com/gopaperless

Your Statement

Summary

	Ending Balance
Pro Essential Checking	$966.58

Stay healthy.
Bank from home.

Bank from anywhere with our mobile app and online banking!

In an effort to keep customers and employees healthy, we are suspending lobby access at our branch locations effective March 17, 2020. Drive thru services will remain open.

For information on branch closings, please visit midlandsb.com/coronavirus-impact-update or call us at 1-855-696-4352.

Pro Essential Checking

Owner(s): DUYS INC

Account#
Service Charge

Previous Balance	$244.66
7 Deposits	$1,973.50
12 Withdrawals	$1,251.58
Ending Balance	**$966.58**
Average Ledger Balance	$620.73
Average Collected Balance	$607.28

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$.00	$36.00
Total Returned Item fees	$.00	$.00

All Credit Activity

Transaction Date	Deposit	Transaction Description
03/02	130.00	Deposit
03/05	100.00	Automatic Cash Advance
03/09	231.60	Deposit
03/11	391.40	Deposit
03/16	220.00	Deposit
03/18	297.00	Deposit

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
03/23	603.50	Deposit

All Debit Activity

Transaction Date	Withdrawal	Transaction Description
03/02	-170.00	Blue Cross Blue Cross Blue PPD
03/02	-184.00	Blue Cross Blue Cross Blue PPD
03/05	-46.20	PREMPAYTOP BLUE CROSS PDP PPD
03/05	-73.60	PREMPAYTOP BLUE CROSS PDP PPD
03/11	-91.13	2002-MB VALUTEC CARD SOL CCD 19676-00000
03/20	-48.20	INS. PREM AUTO-OWNERS LIFE TEL
03/23	-150.00	Web Xfer From/To: 100607101-D/ 428601901-D - tod payroll
03/25	-100.00	Automatic Cash Reserve Payment
03/25	-88.65	BLUESHIELD BLUECROSS PPD
03/25	-88.65	BLUESHIELD BLUECROSS PPD
03/25	-88.65	BLUESHIELD BLUECROSS PPD

Summary of Cleared Checks

*Indicates check number out of sequence.

Check #	Date	Amount
10735	03/18	122.50

Daily Balance Summary

Date	Balance
03/02	20.66
03/05	.86
03/09	232.46

Date	Balance
03/11	532.73
03/16	752.73
03/18	927.23

Date	Balance
03/20	879.03
03/23	1,332.53
03/25	966.58

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

The following are a few examples of unpaid invoices. As is the nature of the shoe industry, our spring shoes are booked up to six months in advance to arrive in store January through April. They are then due to be paid in March, April, May. Our worst selling months of the year are January and February. Our best months of the year are March & April. Having lost our best selling months of the year to the COVID-19 LOCKDOWN, we are left with over $60,000 in unpaid invoices.

new balance PF·FLYERS

STATEMENT

New Balance
P.O. Box 415206
Boston, MA 02241-5206

NEW CUSTOMER SERVICE HOURS
Remember that New Balance Customer Service is now available 8:15 am to 8:00 pm EST M-F and Saturdays 9am to 5pm
From Points in U.S. call (800) 343-1395

Remittance Advice
Please return this portion with your payment and place Account Number on the checks.

New Balance
P.O. Box 415206
Boston, MA 02241-5206

197001 0331 0 001375 001587 1/1

DUY'S INC
DUY'S SHOES & SPORTS
135 EAST VETERANS PARKWAY
YORKVILLE, IL 60560

Customer Number
[redacted]
Statement Date
05/02/20
Page
1 OF 1

Customer Name	
DUY'S INC	
Statement Date	Customer Number
05/02/20	[redacted]

Codes: IN = Invoice DN = Debit Notes CR = Credit Memo OP/UC = Unapplied Cash IC = Interest Charge

DATE	CODE	REFERENCE #	CUSTOMER P.O.#	DEBITS	CREDITS	DUE DATE
10/29/19	IN	W282591	NBFUT11-15	427.72		12/28/19
11/04/19	IC	00231602		78.49		11/04/19
11/12/19	IN	W380879	TD110919	688.50		01/11/20
12/12/19	IN	W662162	TD121019	459.00		02/10/20
12/30/19	IC	00233000		77.14		12/30/19
01/07/20	IN	W854710	01062020CK	576.00		04/06/20
01/29/20	IN	X005823	TD102720	752.50		04/28/20
01/29/20	IN	X007829	NBFUT2-15	5562.56		04/28/20
02/03/20	IC	00233700		127.70		02/03/20
02/13/20	IN	X109481	TD021120	466.50		05/13/20
03/02/20	IC	00234363		75.24		03/02/20
03/11/20	OP	A1840077	S001179		1858.60-	03/11/20
03/23/20	IN	X364547	TD032020	536.00		06/21/20

Please use all of your CR's (Credits) & OP's (Open Payments) if listed on your statement within 60 days of issuance if they have not been used previously as a chargeback or debit memo.

Total Amount Due	7968.75

If paying by invoice, check individual invoices paid.

REFERENCE #	CODE	AMOUNT
W282591	IN	427.72
00231602	IC	78.49
W380879	IN	688.50
W662162	IN	459.00
00233000	IC	77.14
W854710	IN	576.00
X005823	IN	752.50
X007829	IN	5562.56
00233700	IC	127.70
X109481	IN	466.50
00234363	IC	75.24
A1840077	OP	1858.60-
X364547	IN	536.00

Total Amount Due	7968.75

Current	1 - 30 Days	31 - 60 Days	Over 60 Days
7893.56	1783.36-	586.70	1271.85

PAST DUE	Amount Paid
75.19	

RED WING BRANDS OF AMERICA, INC.

314 Main Street • Red Wing, MN 55066 USA

STATEMENT OF ACCOUNT

Statement No 0052110841 **Date** 030220

Credit dept ref: Donna Danielson 651-385-6501
donna.danielson@redwingshoes.com

Our reference

1087102
DUY'S SHOE STORE
135 E VETERANS PKWY

YORKVILLE IL 60560

duyshoes@comcast.net

ACH Remit to:
JPMorgan Chase Bank, N.A., Chicago, IL
Account 707766085
Beneficiary Red Wing Brands of America, Inc.
ABA Routing #: [redacted]
Check Remit to:
Red Wing Brands of America
24062 Network Place
Chicago, IL 60673-1240

Customer [redacted] **Name** DUY'S SHOE STORE

Invoice number	Cust PO Number	Inv date	Due date	Cur	Amount	
031582725	1009282	12/23/19	01/22/20	USD	124.00-	P
031586477	1009283	12/26/19	01/24/20	USD	130.50-	P
031608587	527045WR	01/06/20	02/05/20	USD	194.00-	P
031185430	SPRING20-081319	08/15/19	02/11/20	USD	1,849.50	P
031185428	SPRING20-081319	08/15/19	02/11/20	USD	470.40	P
031185429	SPRING20-081319	08/15/19	02/11/20	USD	1,128.96	P
031185431	SPRING20-081319	08/15/19	02/11/20	USD	2,175.00	P
031188586	SPRING20-081319	08/16/19	02/12/20	USD	313.60	P
031188587	SPRING20-081319	08/16/19	02/12/20	USD	975.00	P
031191911	SPRING20-081319	08/19/19	02/14/20	USD	21.00	P
031191910	SPRING20-081319	08/19/19	02/14/20	USD	97.50	P
031637656		01/16/20	02/14/20	USD	504.00	P
031636578	12202019CK	01/16/20	02/14/20	USD	433.13	P
031632547	12302019CK	01/15/20	02/14/20	USD	234.15	P
031203332	SPRING20-081319	08/22/19	02/18/20	USD	156.80	P
031655396	01212020	01/23/20	02/21/20	USD	496.13	P
031658703	01212020	01/24/20	02/24/20	USD	115.50	P
031216989	SPRING20-081319	08/28/19	02/24/20	USD	940.80	P
031220898	SPRING20-081319	08/29/19	02/25/20	USD	940.80	P
031665476		01/28/20	02/27/20	USD	102.37	P
031664685	12092019CK	01/28/20	02/27/20	USD	274.05	P
031673531		01/30/20	02/28/20	USD	834.48	P
031671204	1009284	01/29/20	02/28/20	USD	293.50-	P
031670448		01/29/20	02/28/20	USD	102.38	P
031671205	1009284	01/29/20	02/28/20	USD	109.00-	P
031227634	SPRING20-081319	09/03/19	03/02/20	USD	150.00	
031676979		01/31/20	03/02/20	USD	126.00	
031227633	SPRING20-081319	09/03/19	03/02/20	USD	156.80	
031230427	SPRING20-081319	09/04/19	03/02/20	USD	156.80	
031230428	SPRING20-081319	09/04/19	03/02/20	USD	150.00	
031240319	SPRING20-081319	09/08/19	03/06/20	USD	150.00	
031246488	SPRING20-081319	09/10/19	03/09/20	USD	150.00	
031699861	02062020CK	02/09/20	03/10/20	USD	859.95	
031702430	02062020CK	02/10/20	03/11/20	USD	102.38	
031702429	02062020CK	02/10/20	03/11/20	USD	1,096.20	
031713457	02112020CK	02/13/20	03/13/20	USD	97.13	
031262338	SPRING20-081319	09/16/19	03/13/20	USD	156.80	
031716185	02112020CK	02/14/20	03/16/20	USD	257.25	

RED WING BRANDS OF AMERICA, INC. STATEMENT OF ACCOUNT

314 Main Street • Red Wing, MN 55066 USA

Statement No 0052110841 **Date** 030220

Invoice number	Cust PO Number	Inv date	Due date	Cur	Amount
031715556	02062020CK	02/14/20	03/16/20	USD	555.97
031735424	02112020CK	02/23/20	03/24/20	USD	527.63
031738784	02202020CK	02/24/20	03/25/20	USD	209.47
031741021	02112020CK	02/25/20	03/26/20	USD	75.60
031752410		02/28/20	03/30/20	USD	490.88
031752411		02/28/20	03/30/20	USD	178.50
0031599834	INTEREST	02/29/20	03/30/20	USD	11.11
031309913	SPRING20-100219	10/03/19	03/31/20	USD	292.50
031309914	SPRING20-100219	10/03/19	03/31/20	USD	21.25
031313216	SPRING20-100219	10/04/19	04/01/20	USD	4,031.50
031317031	SPRING20-100219	10/07/19	04/03/20	USD	103.00
031317032	SPRING20-100219	10/07/19	04/03/20	USD	330.00
031315775	SPRING20-100219	10/06/19	04/03/20	USD	4,579.00
031331041	SPRING20-100219	10/11/19	04/08/20	USD	105.00
031335816	SPRING20-100219	10/14/19	04/10/20	USD	97.50
031339460	SPRING20-100219	10/15/19	04/13/20	USD	92.50
031346321	SPRING20-100219	10/17/19	04/14/20	USD	195.00
031365501	SPRING20-100219	10/24/19	04/21/20	USD	333.00
031371393	SPRING20-100219	10/28/19	04/24/20	USD	652.50
031385409	SPRING20-100219	11/01/19	04/29/20	USD	120.00
031409510	SPRING20-100219	11/10/19	05/08/20	USD	120.00

Total Amount Due: USD 28,045.77

Invoice Total Due: 28,045.77

Current Due:	**15,991.62**
1-30 days past due:	**12,308.65**
31-60 days past due:	**254.50-**
Over 60 days past due:	**0.00**
Total Past Due:	**12,054.15**

Invoices that are past due will be flagged with a "P" (far right column).

Last Payment of 1,461.60 paid on 02/26/2020.

As a reminder, any overdue accounts will bear interest at a rate of 1% per month (12% per annum) until paid. This is the balance as of generation of this statement and may not accurately reflect all recent payments received. Red Wing Shoe Company may suspend shipment of products until all overdue accounts and related interest charges have been paid in full. To avoid unnecessary charges and delays to your shipments, please remit your payments promptly to the remit to address above. Any questions or disputes regarding invoices may be directed to 1-800-328-9453.

STATEMENT OF ACCOUNT

CUSTOMER NUMBER	DATE
[redacted]	04/03/2020
PAGE NUMBER	TOTAL ACCOUNT BAL
1 of 1	$904.74 (USD

THE ROCKPORT GROUP
ROCKPORT ARAVON DUNHAM

The Rockport Company, LLC
1220 Washington Street
Newton, MA 02465
USA
(617) 213-6100

TO VIEW ONLINE GO TO:
rockport.billtrust.com
USE THIS ENROLLMENT CODE:
FPL QBQ WPR

BILL TO:

454 1 MB 0.439 E0121X I0132 D6019246789 S2 P7280189 0001:0001

DUYS INC
135 E VETERANS PKWY
YORKVILLE IL 60560-1364

REMIT TO:

The Rockport Company, LLC
PO Box 936652
Atlanta, GA 31193-6652

INVOICE DATE	INVOICE NO	DUE DATE	TYPE	PO NUMBER	AMOUNT
02/11/2020	0091242216	03/12/2020	Invoice		$91.13
02/14/2020	0091244905	03/15/2020	Invoice		$813.61

Pay your statement online.
Log into your account and schedule your payment today!

CURRENT - 30 DAYS	1 - 30 DAYS	31 - 60 DAYS	61- 90 DAYS	91+ DAYS	TOTAL ACCOUNT BAL
	$904.74 (USD)				$904.74 (USD

INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH

001:0001

930.25+
357.20+
438.89+
173.10+
870.78+
2,178.24+
507.26+
1,874.56+
1,259.22+
153.98+
1,788.44+
313.73+
279.98+
131.48+
865.75+
193.14+
131.48+
66.23+
57.68+
315.98+
153.98+
2,019.16+
347.48+
135.98+
15,543.97*

INVOICE

PO Number	Order Number	Invoice Number	Invoice Amount
020420	3820159	62678	$930.25
Shipment Date	**Due Date**	**Invoice Date**	**Freight Carrier**
02/19/2020	03/20/2020	02/19/2020	UPS GROUND PREPAID

Weight	#Cartons	Total Units	Terms	Pickticket
22	2	14	NET 30 DAYS	3447863

Size & Quantity					Total Qty	Unit Whls Price	Unit Prgm Disc	Net Amount
38	39	40						
2	2	2			6	65.00	0.00	390.00
38	39	40	41					
2	2	2	2		8	65.00	0.00	520.00

Merchandise Total	$910.00
Volumne Discount	0.00
Other Discount	0.00
Subtotal	$910.00
Misc. Charges	0.00
Freight	20.25
Handling	0.00
Total Invoice Amount	**$930.25**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BIRKENSTOCK

8171 Redwood Blvd.
Novato, CA 94954

SHIP TO 2
DUY'S SHOES AND SPORTSWR 135 E
VETERANS PKWY
YORKVILLE, IL 60560

DUY'S SHOES & SPORTSWEAR
135 E VETERANS PKWY
YORKVILLE, IL 60560

PO Number	Order Number	Invoice Number
020420	3820159	62678
Freight	Terms	Invoice Amount
20.25	NET 30 DAYS	$930.25
Remit To Customer#	Ship To Customer#	Remittance Amount
31986	2	

Birkenstock USA, LP
15079 Collecitons Center Dr
Chicago, IL 60693-0150

31986000626780009100000000000000930250 032002 021902

415.81+
117.97+
1,296.17+
1,823.84+
736.75+
1,610.53+
393.19+
1,359.7+
414.52+
1,239.05+
714.4+
395.55+
4,686.59+
1,307.95+
1,405.3-
15,106.72*+

Box 2240
Antonio, TX 78298-2240

INVOICE NUMBER	INV-000667377
DATE	2/21/2020
ACCOUNT NUMBER	[redacted]
PAGE NUMBER	1

Your order number	DUNS number	Salesman
-02-20-89570-USA-2020-02-		Matens, Barb-Illinois

Dept number	Store number	F.O.B. Point	Shipped via
		FOB	FedEx-Grou

SHIP TO :

DUY'S COMFORT SHOES
135 E VETERANS PKWY
YORKVILLE, IL 60560
USA

		HS	UNIT	PRICE	AMOUNT
	SNAKE	6403.99	Pair	77.00	77.00
		6403.99	Pair	63.00	63.00
		6403.99	Pair	86.00	86.00
		6403.99	Pair	91.00	91.00
1.00	WALK EASY CHOCOLATE	6403.99	Pair	85.00	85.00

Consider the above style and colors complete. Please reorder sizes needed.

Total	Shoes	Bags	Misc
5	5	0	0

SPECIAL ORDER CHARGE	**0.00**
DISCOUNT TOTAL	402.00
FREIGHT TOTAL	13.81
Tax Total	**0.00**
Total	415.81

Discount this amount 24.12 — If paid by check or cash by due date

This discount will be allowed if payment is received in our office on or before the due date.

No discount on freight. *All amounts due and payable in San Antonio, Bexar County, Texas.*

TERMS AR30Days AR6%/30

Canada BN # 714981916

Detach here

Please send in this coupon with your payment

Customer account # [redacted]

Invoice number INV-000667377 Date 2/21/2020

Due date 3/22/2020

Discounted amount $ **391.69**

Amount after due date $ **415.81** No Discount

Amount remitted $

DUY'S COMFORT SHOES
135 E VETERANS PKWY
YORKVILLE, IL 60560
USA

SAS, Inc.
P O Box 2240
San Antonio, TX 78298-2240
USA

C00001266 INV000667377 000039169 04012020 000041581

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Tod Duy	4135	☑	☐	☐	☐	☑	☐
Cindy Kee	6352	☑	☐	☐	☐	☑	☐
Alex Duy	5518	☑	☐	☐	☐	☑	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
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		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
TOTAL:		3					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

TOD DUY Digitally signed by TOD DUY Date: 2020.04.26 18:14:12 -05'00'

Signature of Chief Executive Officer

04/27/2020

Date

Tod Duy

Typed Name of Chief Executive Officer

Duy's Incorporated

Name of Business

36-3241074

FEIN #

135 E Veterans pkwy

Business Address

DUNS #

5661

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 5311-528-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DUY'S, INCORPORATED, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 14, 1983, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 3RD *day of* APRIL *A.D.* 2020 .

Authentication #: 2009400890 verifiable until 04/03/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages) Tod, Cindy, Alex	*3*	*weekly*	*$ 736.00*	*8*	***$ 17,664.00***
Fringe Benefits (Health Care Insurance & Long Term Care insurance) T,A,Sp	*2*	*weekly*	*$ 256.71*	*8*	***$ 4,107.36***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 4,500.00*	*2*	***$ 9,000.00***
Utilities (Electrical, Gas, Water, Sewer COMED, NICOR)	*1*	*monthly*	*$ 350.01*	*2*	***$ 700.02***
Telecommunications & Internet (AT&T, COMCAST)	*1*	*monthly*	*$ 463.19*	*2*	***$ 926.38***
Inventory/Goods Necessary to do Business,(Brands; Redwing,SAS,Birk,etc.)	*1*	*monthly*	*$ 29,030.00*	*2*	***$ 58,060.00***
Supplies (office & embroidery supplies,dues & subscriptions,tech support etc.	*1*	*monthly*	*$ 539.07*	*2*	***$ 1,078.14***
Contractual Services (pest control, mowing, salting & snow removal)	*1*	*monthly*	*$ 120.00*	*2*	***$ 240.00***
Bank Charges and Intrest,(credit card prossesing fees & intrest on corp cards)	*1*	*monthly*	*$ 1,827.68*	*2*	***$ 3,655.36***
Professional Services, (Weber and Associates)	*1*	*monthly*	*$ 430.00*	*2*	***$ 860.00***
Business Insurance (Cincinnati Insurance, Auto Owners Insurance)	*1*	*monthly*	*$ 478.95*	*2*	***$ 957.90***
Employers FICA Tax and Unemployment Tax (IRS, ILL DEPT OF REV)	*1*	*monthly*	*$ 658.58*	*2*	***$ 1,317.16***
Advertising & Promotion (WSPY,KENDALL PRINTING,POSTAGE,ADS)	*1*	*monthly*	*$ 719.14*	*2*	***$ 1,438.28***
Key Man life Insurance Payments(CINDY,TOD)	*1*	*monthly*	*$ 1,555.61*	*2*	***$ 3,111.22***
Other (specify):					***$ -***
Other (specify):					***$ -***
Other (specify):					***$ -***
Other (specify):				***State Total***	***$ 103,115.82***

Total State-Funded Working Capital ***$ 103,115.82***

Working Capital Narrative (State):

Source for Working Capital Worksheet derived from 2019 year end P & L statement, category totals devided by 12 months. Duy's Incorporated fiscal year end is February 29th 2020

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Harmony Aesthetics, LLC, 223 S. Bridge Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County _____ No

Supported Business Address 1: _____

Supported Business Address 2: _____

Supported Business City: _____

Supported Business State: _____

Supported Business Zip: 99999-9999: _____

Supported Business Phone Number _____

Supported Business E-Mail Address: _____

Supported Business FEIN or ITIN: _____

Supported Business DUNS (if not available, insert N./A): _____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ _____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No _____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ____ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
____ No _____ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017				
December 31, 2018				
December 31,2019				
Current:				

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total of All Expenditures		
Monthly Net Income (Total Income – Total of All Expenditures)		

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

CHECKING ACCOUNTS

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Simply Business Checking			6
Account #	[redacted]	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	700.48	Days in the statement period	11
16 Deposits/Credits	4,537.37	Avg Balance	1,917.79
26 Checks/Debits	4,808.15	Avg Collected Balance	1,917.79
Service Charge	.00		
Interest Paid	.00		
Ending Balance	429.70		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$32.00
Return Item Fees	$.00	$.00

Electronic and Other Credits

Date	Description	Amount
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	329.65

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

Simply Business Checking [redacted] (Continued)

Electronic and Other Credits

Date	Description	Amount
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	518.02
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	841.01
3/02	Deposit	72.00
3/02	Deposit	100.00
3/02	Deposit	450.00
3/04	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	129.50
3/05	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	280.52
3/05	Deposit	165.00
3/06	TRANSFER STRIPE CCD SANDRA HURTADO ST-N6V1T5C9C3L5	17.08
3/06	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	297.82
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	232.40
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	323.00
3/09	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	408.35
3/11	Deposit	90.36
3/12	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	282.66

Electronic and Other Withdrawals

Date	Description	Amount
3/02	DBT CRD 1001 02/28/20 76913158 YORKVILLE A 000-0000000 IL C#6661	240.00-

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

Simply Business Checking [redacted] (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/02	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	182.95-
3/02	Transf to per checking Confirmation number 302204508	200.00-
3/02	Transf to per savings Confirmation number 302204513	100.00-
3/03	IPFSPMTMOK IPFS866-412-2561 CCD HARMONY AESTHETICS, LL 856607	136.84-
3/03	Transf to payroll Confirmation number 303201838	500.00-
3/05	DBT CRD 1428 03/04/20 37072442 LASH TAVERN 480-331-8521 AZ C#6661	187.25-
3/09	POS DEB 1653 03/08/20 I29KCS01 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	22.77-
3/09	POS DEB 1514 03/08/20 KY3P9BEZ AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	30.80-
3/09	POS DEB 1351 03/08/20 6ZS96FE0 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	31.84-
3/09	DBT CRD 1251 03/05/20 79163370 KENNEDY POI BRISTOL IL C#6661	14.75-
3/09	DBT CRD 1425 03/07/20 35526322 SQ *PARADIS Yorkville IL C#6661	65.87-
3/09	DBT CRD 2213 03/09/20 16277827 VISTAPR*Vis 866-8936743 MA C#6661	176.78-
3/09	INS PMNT OHIO WESTFIELD A WEB 6607175	39.03-
3/09	Bill Paid-UNITED CITY OF YORKV ILLE Conf #163	154.48-
3/09	Transf to per checking Confirmation number 309201604	200.00-
3/10	DBT CRD 1714 03/09/20 00767486 AMZN Mktp U Amzn.com/bill WA C#6661	11.68-
3/10	DBT CRD 1332 03/09/20 67644414 TST* BURNT YORKVILLE IL C#6661	18.02-

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

Simply Business Checking [redacted] (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/10	DBT CRD 1153 03/09/20 07943818 JUST GOTTA 407-466-9069 FL C#6661	259.00-
3/10	EDI PYMNTS IL DEPT OF REVEN CCD HARMONY AESTHETICS EDI 00000780726112 TXP*42739527*0411*20191231*T*4 8400	484.00-
3/10	Transf to per checking Confirmation number 310201776	200.00-
3/11	DBT CRD 1747 03/10/20 20411609 Vagaro 800-9190157 CA C#6661	45.00-
3/12	DBT CRD 1907 03/10/20 04485839 Vagaro DUBLIN CA C#6661	53.29-
3/12	DBT CRD 2009 03/09/20 77935100 LIGHTSTIM 714-884-3337 CA C#6661	220.80-
3/12	Transf to per savings Confirmation number 312200003	100.00-

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CHECK REGISTER (* denotes non-consecutive check number)

Date	Check #	Amount
3/12	202	1,133.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/02	2,288.21	3/05	2,039.14	3/10	1,608.77
3/03	1,651.37	3/06	2,354.04	3/11	1,654.13
3/04	1,780.87	3/09	2,581.47	3/12	429.70

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
4216 Cummins St
Plano IL 60545-2222

CHECKING ACCOUNTS

Simply Business Checking			2
Account #	[redacted]	Statement Dates	3/13/20 thru 3/31/20
Beginning Balance	429.70	Days in the statement period	19
8 Deposits/Credits	1,881.74	Avg Balance	891.57
16 Checks/Debits	2,103.20	Avg Collected Balance	891.57
Service Charge	.00		
Interest Paid	.00		
Ending Balance	208.24		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$32.00
Return Item Fees	$.00	$.00

Electronic and Other Credits

Date	Description	Amount
3/13	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	203.84
3/16	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	149.30
3/16	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	214.15
3/16	SETTLEMENT BKCD PROCESSING CCD Harmony Aesthetics 179100001165191	254.45
3/17	Trsf from per savings	300.00

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
4216 Cummins St
Plano IL 60545-2222

Simply Business Checking [redacted] (Continued)

Electronic and Other Credits

Date	Description	Amount
	Confirmation number 317201369	
3/23	Deposit	265.00
3/30	Deposit	45.00
3/31	P2P PAYMNT Heartland Bank a WEB Bryan Furr	450.00

Electronic and Other Withdrawals

Date	Description	Amount
3/13	DBT CRD 0955 03/12/20 37118446 Intuit *Pay 833-830-9255 CA C#6661	47.82-
3/13	DBT CRD 1405 03/12/20 87355536 SIMPLESPA S HTTPSSIMPLESP IL C#6661	30.00-
3/16	POS DEB 0715 03/13/20 004O5954 AMAZON.COM* AMAZON.COM SEATTLE WA C#6661	38.72-
3/16	Bill Paid-NICOR GAS Conf #164	60.41-
3/16	Transf to per checking Confirmation number 316203926	50.00-
3/16	Transf to per checking Confirmation number 316204075	650.00-
3/16	Transf to per checking Confirmation number 316204708	28.00-
3/17	DBT CRD 0057 03/17/20 14462771 COMCAST CHI 800-COMCAST IL C#6661	151.35-
3/17	Transf to per checking Confirmation number 317201368	300.00-
3/24	DBT CRD 0454 03/23/20 56604972 LEGALSHIELD 800-6547757 OK C#6661	39.00-
3/24	ADWORDS:28 GOOGLE CCD Sandra Hurtado 011109770 DEBIT US001VNJ1F	47.41-
3/26	Chargeback 503	150.00-
3/26	Chargeback Fee	5.50-

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
4216 Cummins St
Plano IL 60545-2222

Simply Business Checking [redacted] (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/27	DBT CRD 0851 03/26/20 98979162 Spotify USA 877-7781161 NY C#6661	9.99-
3/30	DBT CRD 0816 03/27/20 78189824 WESOS NETWO 630-319-1526 IL C#6661	45.00-
3/31	Transf to bus savings Confirmation number 331200638	450.00-

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Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/13	555.72	3/23	460.14	3/27	208.24
3/16	346.49	3/24	373.73	3/30	208.24
3/17	195.14	3/26	218.23	3/31	208.24

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
Savings
****
Bad Address
****

CHECKING ACCOUNTS

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Business Checking w/ Interest			0
Account #	[redacted]	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	2,532.84	Days in the statement period	11
Deposits/Credits	.00	Avg Balance	2,532.84
Checks/Debits	.00	Avg Collected Balance	2,532.84
Service Charge	.00	Interest Earned	.03
Interest Paid	.00	Annual Percentage Yield Earned	0.04%
Ending Balance	2,532.84	2020 Interest Paid	.17

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Daily Balance Summary

Date	Balance
3/02	2,532.84

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
Savings
4216 Cummins St
Plano IL 60545-2222

CHECKING ACCOUNTS

Business Checking w/ Interest			0
Account #	[redacted]	Statement Dates 3/13/20 thru	3/31/20
Beginning Balance	2,532.84	Days in the statement period	19
2 Deposits/Credits	580.00	Avg Balance	2,608.50
Checks/Debits	.00	Avg Collected Balance	2,608.50
Service Charge	.00	Interest Earned	.06
Interest Paid	.09	Annual Percentage Yield Earned	0.04%
Ending Balance	3,112.93	2020 Interest Paid	.26

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Electronic and Other Credits

Date	Description	Amount
3/18	Trsf from per savings	130.00
	Confirmation number 318200546	
3/31	Trsf from bus checking	450.00
	Confirmation number 331200638	
3/31	Interest Deposit	.09

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/13	2,532.84	3/18	2,662.84	3/31	3,112.93

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
Withholding
4216 Cummins St
Plano IL 60545-2222

CHECKING ACCOUNTS

Simply Business Checking			0
Account #	[redacted]	Statement Dates	3/13/20 thru 3/31/20
Beginning Balance	1,122.00	Days in the statement period	19
Deposits/Credits	.00	Avg Balance	1,122.00
Checks/Debits	.00	Avg Collected Balance	1,122.00
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,122.00		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Daily Balance Summary

Date	Balance
3/13	1,122.00

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

CHECKING ACCOUNTS

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Simply Business Checking			0
Account #	[redacted]	Statement Dates 3/02/20 thru	3/12/20
Beginning Balance	544.17	Days in the statement period	11
1 Deposits/Credits	500.00	Avg Balance	792.78
1 Checks/Debits	755.07	Avg Collected Balance	792.78
Service Charge	.00		
Interest Paid	.00		
Ending Balance	289.10		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Electronic and Other Credits

Date	Description	Amount
3/03	Trsf from bus checking Confirmation number 303201838	500.00

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
****
Bad Address
****

Simply Business Checking [redacted] (Continued)

Electronic and Other Withdrawals

Date	Description	Amount
3/10	QUICKBOOKS INTUIT PAYROLL S CCD HARMONY AESTHETICS ERVICES 823749268 823749268	755.07-

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Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/02	544.17	3/03	1,044.17	3/10	289.10

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
4216 Cummins St
Plano IL 60545-2222

CHECKING ACCOUNTS

Simply Business Checking			0
Account #	[redacted]	Statement Dates	3/13/20 thru 3/31/20
Beginning Balance	289.10	Days in the statement period	19
Deposits/Credits	.00	Avg Balance	415.68
1 Checks/Debits	217.86	Avg Collected Balance	415.68
Service Charge	.00		
Interest Paid	.00		
Ending Balance	71.24		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Electronic and Other Withdrawals

Date	Description	Amount
3/24	QUICKBOOKS INTUIT PAYROLL S CCD HARMONY AESTHETICS ERVICES 823749268 823749268	217.86-

Daily Balance Summary

Date	Balance	Date	Balance
3/13	289.10	3/24	71.24

Sandra Marie Jarzab Hurtado
DBA Harmony Aesthetics
Withholding
****
Bad Address
****

CHECKING ACCOUNTS

Due to statement processing improvements, a partial statement will be produced on March 12, 2020. This statement will include activity through that date. An additional statement containing the remaining transactions, along with any interest and service charges, will be produced on or about your regular statement date. Questions? Contact your local branch or call our Customer Care Center at 888-897-2276.

Simply Business Checking			0
Account #	[redacted]	Statement Dates	3/02/20 thru 3/12/20
Beginning Balance	1,122.00	Days in the statement period	11
Deposits/Credits	.00	Avg Balance	1,122.00
Checks/Debits	.00	Avg Collected Balance	1,122.00
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,122.00		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Return Item Fees	$.00	$.00

Daily Balance Summary

Date	Balance
3/02	1,122.00

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
TOTAL:							

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

_____ _____

Signature of Chief Executive Officer Date

_____

Typed Name of Chief Executive Officer

_____ _____

Name of Business FEIN #

_____ _____

Business Address DUNS #

_____

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 0665840-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HARMONY AESTHETICS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 18, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* APRIL *A.D.* 2020 .

Authentication #: 2011303034 verifiable until 04/22/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*Monthly*	*$ 2,547.00*	*2*	***$ 5,094.00***
Fringe Benefits					***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthly*	*$ 1,133.00*	*2*	***$ 2,266.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthly*	*$ 210.00*	*2*	***$ 420.00***
Telecommunications & Internet	*1*	*Monthly*	*$ 152.00*	*2*	***$ 304.00***
Inventory/Goods Necessary to do Business	*1*	*Monthly*	*$ 1,000.00*	*2*	***$ 2,000.00***
Supplies (office-related)	*1*	*Monthly*	*$ 40.00*	*2*	***$ 80.00***
Contractual Services (pest control, cleaning, etc.)					***$ -***
Other (specify): Advertsiing	*1*	*Monthly*	*$ 520.00*	*2*	***$ 1,040.00***
Other (specify): Professional Srevices	*1*	*Monthly*	*$ 220.00*	*2*	***$ 440.00***
					$ -
				State Total	***$ 11,644.00***

Total State-Funded Working Capital ***$ 11,644.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Haven Yorkville, LLC dba Haven Medical Spa, 120 E. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Haven Yorkville, LLC dba Haven Medical Spa

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in Kendall County ☐ No

Supported Business Address 1: 120 E. Countryside Parkway

Supported Business Address 2:

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-3866

Supported Business E-Mail Address: tonyz@brenarteye.com

Supported Business FEIN or ITIN: 26-1454756

Supported Business DUNS (if not available, insert N./A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 7299

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Zangler
First Name: Anthony
Title: owner
Daytime Phone: 630-878-7878
Home Phone: 630-983-1543
E-Mail: tonyz@brenarteye.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☑ No ☐ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:

https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilization.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

To whom it may concern,
I am Tony Zangler, part owner of the Haven Medical Spa in Yorkville Il. We perform cosmetic skin procedures for our patients. We have been in business since 2007 at the Yorkville location. Due to the COVID 19 pandemic and the statewide closure of non-essential businesses, we have been forced to shut down since March of 2020. We are seeking CDBG funds to help maintain staff salaries, rent and utilities.
It is very difficult to pay expenses with no income. Due to the nature of our business we were forced to close due to the statewide shut down. Our medical procedures that we perform on our patients are all cosmetic and not urgent. This government action decreased our patient flow and income to zero overnight. We need to purchase PPE and other safety equipment in preparation of a soft opening in a month or so. Keeping our patients' and staff safe and healthy is very important. We need to purchase cleaning and disinfecting supplies. We are trying to keep our staff busy and our doctor engaged by cleaning and disinfecting the office and reaching out to our patient base via social media. We are still paying rent and utilities for the office.
We are seeking CDBG funds to help maintain our doctor and staff salaries, rent and utilities. These funds will help prepare our business opening when the statewide closure is lifted and we can resume normal business and normal patient care. Thank you for your consideration.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)	Cash Balance
December 31, 2017	12802.60	Yes	No	10829.23
December 31, 2018	-13738.44	Yes	No	-10583.61
December 31,2019	-19706.71	Yes	No	-6806.98
Current:				-249.92

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		9222.74
Personnel (Salary & Wages)	10393.66	
Fringe Benefits		
Equipment		
Inventory	1558.49	
Supplies	1535.04	
Occupancy (Rent & Utilities)		
Telecommunications	220.19	
Other (Specify) Business Insurance	687.26	
Other (Specify)		
Other (Specify)		
Total of All Expenditures		12836.15
Monthly Net Income (Total Income – Total of All Expenditures)		-5171.90

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

HAVEN YORKVILLE LLC
120 E COUNTRYSIDE PKY SUITE B
YORKVILLE IL 60560

STATEMENT SUMMARY March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Business Free Checking	[redacted]	3,394.66	3,549.70
		Total on Deposit	**$3,549.70**

Fast. Simple. Safe.
Receive quick access to your monthly statement with Paperless Statements. Past statements can easily be saved or printed when needed!
Log in and sign up today!

Member FDIC EQUAL HOUSING LENDER

Business Free Checking xxxx9960 $3,549.70 — Account Detail

Beginning Balance	$3,394.66	Items Enclosed	0
Total Deposits	25 for $7,426.76		
Total Withdrawals	16 for $7,271.72		
Ending Balance	**$3,549.70**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit **fnbo**.com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/02	03/02	5/3 Bankcard Sys Net Setlmt 8213213	423.04
☐	03/02	03/02	5/3 Bankcard Sys Net Setlmt 8213213	466.00
☐	03/05	03/05	5/3 Bankcard Sys Net Setlmt 8213213	300.00
☐	03/06	03/06	5/3 Bankcard Sys Net Setlmt 8213213	674.00
☐	03/09	03/09	5/3 Bankcard Sys Net Setlmt 8213213	35.00
☐	03/09	03/09	5/3 Bankcard Sys Net Setlmt 8213213	42.00
☐	03/12	03/12	5/3 Bankcard Sys Net Setlmt 8213213	267.87
☐	03/13	03/13	5/3 Bankcard Sys Net Setlmt 8213213	774.39
☐	03/16	03/16	5/3 Bankcard Sys Net Setlmt 8213213	114.22
☐	03/16	03/16	5/3 Bankcard Sys Net Setlmt 8213213	1,690.84
☐	03/20	03/20	5/3 Bankcard Sys Net Setlmt 8213213	207.68
☐	03/23	03/23	5/3 Bankcard Sys Net Setlmt 8213213	85.60
☐	03/27	03/27	5/3 Bankcard Sys Net Setlmt 8213213	21.55
			Total Electronic Deposits	**$5,102.19**
			PAPER	**Deposit #**
☐	03/02	03/02	Customer Deposit	7.34
☐	03/02	03/02	Customer Deposit	240.00
☐	03/02	03/02	Customer Deposit	300.00
☐	03/02	03/02	Customer Deposit	300.00
☐	03/02	03/02	Customer Deposit	350.00
☐	03/02	03/02	Customer Deposit	386.50
☐	03/05	03/05	Customer Deposit	16.05
☐	03/25	03/25	Customer Deposit	48.49
☐	03/25	03/25	Customer Deposit	65.00
☐	03/25	03/25	Customer Deposit	150.00
☐	03/25	03/25	Customer Deposit	161.19
☐	03/25	03/25	Customer Deposit	300.00
			Total Paper Deposits	**$2,324.57**

Business Free Checking xxxx9960 $3,549.70 — Continued

Withdrawal Activity

ELECTRONIC

✓	Date	Post Date	Description	Amount
☐	03/02	03/02	Paypal Echeck Paymentpro	30.00
☐	03/04	03/04	Vantiv_Intg_Pymt Billng 8213213	275.41
☐	03/04	03/04	Intuit Payroll S. Quickbooks*****4756	354.38
☐	03/09	03/09	1st Natl. Bk Omah Online PmtCc0005606755	127.87
☐	03/12	03/12	Intuit Payroll S. Quickbooks*****4756	449.18
☐	03/26	03/26	Intuit Payroll S. Quickbooks*****4756	266.23
			Total Electronic Withdrawals	**$1,503.07**

PAPER

☐	03/02	03/02	Check Image Check #4327	601.00
☐	03/06	03/06	Check Image Check #4335	260.09
☐	03/06	03/06	Check Image Check #4337	786.84
☐	03/09	03/09	Check Image Check #4326	1,000.70
☐	03/09	03/09	Check Image Check #4334	578.35
☐	03/12	03/12	Check Image Check #4333	78.59
☐	03/16	03/16	Check Image Check #4338	192.92
☐	03/16	03/16	Check Image Check #4339	1,257.08
☐	03/24	03/24	Check Image Check #4340	190.00
☐	03/27	03/27	Check Image Check #4342	823.08
			Total Paper Withdrawals	**$5,768.65**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	4326	03/09	1,000.70	☐	4327	03/02	601.00	☐	4333	03/12	78.59
☐	4334	03/09	578.35	☐	4335	03/06	260.09	☐	4337	03/06	786.84
☐	4338	03/16	192.92	☐	4339	03/16	1,257.08	☐	4340	03/24	190.00
☐	4342	03/27	823.08								

END OF STATEMENT

CONTACT INFORMATION
Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Joanna Bentz	5929	✓				✓	
William Fagman	7257	✓				✓	
TOTAL:		2					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

4/27/20
Date

Anthony Zangler
Typed Name of Chief Executive Officer

Haven Yorkville, LLC
Name of Business

26-1454756
FEIN #

120 E. Countryside Parkway
Business Address

N/A
DUNS #

7299
SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and Haven Yorkville, LLC, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 0264783-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HAVEN YORKVILLE LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 20, 2007, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 24TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011501720 verifiable until 04/24/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*monthly*	*$ 4,365.64*	*2*	***$ 8,731.28***
Fringe Benefits					***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 787.08*	*2*	***$ 1,574.16***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 200.00*	*2*	***$ 400.00***
Telecommunications & Internet	*1*	*monthly*	*$ 392.54*	*2*	***$ 785.08***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 5,109.84*	*2*	***$ 10,219.68***
Supplies (office-related)	*1*	*monthly*	*$ 1,290.02*	*2*	***$ 2,580.04***
Contractual Services (pest control, cleaning, etc.)					***$ -***
Other (specify): Accounting	*1*	*monthly*	*$ 210.42*	*2*	***$ 420.84***
Other (specify): Business Insurance	*1*	*monthly*	*$ 1,142.47*	*2*	***$ 2,284.94***
					$ -
				State Total	***$ 26,996.02***

Total State-Funded Working Capital ***$ 26,996.02***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of The Heartland School, LLC, 708 E. Veteran's Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: The Heartland School, LLC

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County __X__ No

Supported Business Address 1: 708 E. Veteran's Parkway

Supported Business Address 2: _____

Supported Business City: Yorkville

Supported Business State: Illinois

Supported Business Zip: 99999-9999: 60560-1989

Supported Business Phone Number: (630) 553-3900

Supported Business E-Mail Address: gjmarker@markerinc.com

Supported Business FEIN or ITIN: 47-1677975

Supported Business DUNS (if not available, insert N./A): 073602434

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 8351

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Marker
First Name: Gregory
Title: _____
Daytime Phone: (630) 977-1869
Home Phone: (630) 977-1869
E-Mail: gjmarker@markerinc.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No __X__ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP Loan Amount Received: $ 160,435.91

Funding Program Name: _____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? __X _ No ____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
__X__ No ____ Yes If yes, provide details:

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Section C - Budget Worksheet & Narrative

The Heartland School, LLC

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*27*	*hourly*	$ *12.00*	*302*	$ ***97,848.00***
Personnel (Salaries and Wages)	*2*	*monthly salary*	$ *4,583.33*	*2*	$ ***18,333.32***
Fringe Benefits					$ -
Occupancy (Rent Payments)	*1*	*monthly*	$ *21,000.00*	*2*	$ ***42,000.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	$ *1,110.00*	*2*	$ ***2,220.00***
Telecommunications & Internet	*1*	*monthly*	$ *219.12*	*2*	$ ***438.24***
Catered Food (for student meals)	*1*	*monthly*	$ *12,500.00*	*2*	$ ***25,000.00***
Diapers / Wipes / Baby Formula	*1*	*monthly*	$ *2,000.00*	*2*	$ ***4,000.00***
Supplies (office/classroom related)	*1*	*monthly*	$ *2,500.00*	*2*	$ ***5,000.00***
Contractual Services (pest control, lawn & snow, cleaning, dumpsters, fish tank (10) maintenance, etc.)	*1*	*monthly*	$ *2,360.00*	*2*	$ ***4,720.00***
Other (payments on 3 school buses):	*1*	*monthly*	$ *2,793.00*	*2*	$ ***5,586.00***
Other (payments on copier):	*1*	*monthly*	$ *280.43*	*2*	$ ***560.86***
					$ -
				State Total	$ ***205,706.42***
				Total State-Funded Working Capital	$ ***205,706.42***

Working Capital Narrative (State):
The budget numbers are based upon actual costs/expenses or approximate averages for costs.

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

The Heartland School is a childcare provider that has been in business since August 14, 2014, with its only location being in Yorkville, Illinois. As of March 1 2020, we provided services for the families of over 200 local children and employed 31 staff, with the vast majority of them living in the Yorkville area.

Due to the COVID-19 outbreak and the Governor's stay at home order, all of our staff except for our director have filed for unemployment.

Since the stay at home order was placed the school has generated absolutely no income, but still has expenses, which we have been trying to meet. We have applied for deferrals on what we can, but some only received partial deferrals and others like property taxes, lawn maintenance, utilities, etc… can't be deferred. In addition, the deferrals we have requested will begin to come due soon after the stay at home order is lifted.

Hopefully the PPP loan we have received, will help us to hire back staff and will cover payroll before the time when tuition payments begin to build up again, and to a limited extent the rent also. Like most businesses, we don't expect families to all come back in a rush, they will trickle in over several months after the stay at home order is lifted. This grant will give us a slight safety net and help us to continue to pay for all of the other operating expenses we have.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	-$69.44	Yes		$46,765.45
December 31, 2018	-$21.102.53	Yes		$19,964.08
December 31,2019	-$5,527.77	Yes		$35,840.97
Current:				$27,788.46 on 3/31

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		$115,520.47
Personnel (Salary & Wages)	$58,090.66	
Fringe Benefits		
Equipment (copier)	$280.43	
Inventory (diapers, wipes, baby formula)	$2,000.00	
Supplies (classroom & office)	$2,500.00	
Occupancy (Rent & Utilities)	$22,110.00	
Telecommunications	$219.12	
School Bus Payments	$2,793.00	
Catered Food (for student meals)	$12,500.00	
Contractual Services	$2,360.00	
Total of All Expenditures		$102,853.21
Monthly Net Income (Total Income – Total of All Expenditures)		$12,667.26

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

February 29, 2020through March 31, 2020
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-242-7338
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00185888 DRE 111 211 09220 NNNNNNNNNNN 1 000000000 66 0000
THE HEARTLAND SCHOOL LLC
608 E VETERANS PKWY STE 1D
YORKVILLE IL 60560-1989

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		**$40,792.25**
Deposits and Additions	23	95,384.97
Checks Paid	12	-29,936.22
Electronic Withdrawals	19	-78,448.54
Fees	1	-4.00
Ending Balance	**55**	**$27,788.46**

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION		AMOUNT
03/03	Remote Online Deposit	1	$5,371.07
03/03	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	17,802.91
03/03	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	2,619.69
03/05	Remote Online Deposit	1	2,702.90
03/05	Deposit		2,152.00
03/05	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	30.90
03/09	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	349.81
03/10	Deposit		4,081.40
03/10	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	17,547.01
03/10	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	2,341.65
03/12	Deposit		2,550.60
03/12	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	178.50
03/17	Remote Online Deposit	1	2,655.34
03/17	Remote Online Deposit	1	1,876.60
03/17	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	17,409.91
03/17	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	2,364.69
03/20	Remote Online Deposit	1	2,143.90
03/20	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	65.30
03/23	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	410.51
03/24	Tuitionexpress Proc Pmt	84870018249264 CCD ID: 9470259043	70.00

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

February 29, 2020through March 31, 2020
Account Number: [redacted]

DEPOSITS AND ADDITIONS *(continued)*

DATE	DESCRIPTION	AMOUNT
03/30	Tuitionexpress Proc Pmt 84870018249264 CCD ID: 9470259043	60.01
03/31	Deposit	10,308.27
03/31	Deposit	292.00
Total Deposits and Additions		**$95,384.97**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
2020 ^		03/04	$905.24
2021 ^		03/30	90.00
2022 ^		03/09	50.00
2023 ^		03/05	90.00
2024 ^		03/13	899.06
2026 * ^		03/17	136.00
2027 ^		03/23	280.43
2028 ^		03/24	847.00
2029 ^		03/26	90.00
2030 ^		03/24	10,994.00
2031 ^		03/24	6,308.27
2032 ^		03/24	9,246.22
Total Checks Paid			**$29,936.22**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	03/02 Online Payment 9253179176 To Chase Cardmember Services	$4,532.33
03/02	Tuitionexpress Fees SEP 84870018249264 CCD ID: 9470259043	588.09
03/04	Gordon Food Serv AR Payment 1000-100132332 CCD ID: 1381249848	3,273.53
03/05	03/05 Online Payment 9266512884 To Target	1,521.27
03/05	03/05 Online Payment 9266515383 To Orkin	58.58
03/05	03/05 Online Payment 9266517919 To Tcf Equipment Finance	934.00
03/05	03/05 Online Payment 9266520396 To Tcf Equipment Finance	907.00
03/05	03/05 Online Payment 9266522652 To Tcf Equipment Finance	952.00
03/05	Paychex-Rcx Payroll 86166100001765X CCD ID: 1161124166	22,605.73
03/06	Paychex Tps Taxes 86168200020710X CCD ID: 1161124166	8,769.16
03/06	Payx-Pia-Wc Wc-Premium 0000035159514 CCD ID: 1161528391	431.89
03/06	Paychex Eib Invoice X86171800032071 CCD ID: 1161124166	126.25
03/18	03/18 Online Payment 9317337856 To Commonwealth Edison	571.80
03/18	03/18 Online Payment 9317344887 To Nicor Gas	176.06
03/19	Paychex-Rcx Payroll 86390400001642X CCD ID: 1161124166	22,673.42
03/19	Gordon Food Serv AR Payment 1000-100132332 CCD ID: 1381249848	1,083.60
03/20	Paychex Tps Taxes 86391200020252X CCD ID: 1161124166	8,691.18
03/20	Payx-Pia-Wc Wc-Premium 0000035265061 CCD ID: 1161528391	428.88
03/20	Paychex Eib Invoice X86406800037127 CCD ID: 1161124166	123.77
Total Electronic Withdrawals		**$78,448.54**

Page 2 of 4

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

February 29, 2020 through March 31, 2020
Account Number: [redacted]

FEES

DATE	DESCRIPTION	AMOUNT
03/16	Stop Payment Automatic Renewal Fee	$4.00
Total Fees		**$4.00**

The monthly service fee of $12.00 was waived this period because you maintained a minimum daily balance of $1,500.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/02	$35,671.83	03/12	52,775.62	03/20	44,503.59
03/03	61,465.50	03/13	51,876.56	03/23	44,633.67
03/04	57,286.73	03/16	51,872.56	03/24	17,308.18
03/05	35,103.95	03/17	76,043.10	03/26	17,218.18
03/06	25,776.65	03/18	75,295.24	03/30	17,188.19
03/09	26,076.46	03/19	51,538.22	03/31	27,788.46
03/10	50,046.52				

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	23
Deposits / Credits	5
Deposited Items	19
Transaction Total	**47**

SERVICE FEE CALCULATION	AMOUNT
Service Fee	$12.00
Service Fee Credit	-$12.00
Net Service Fee	**$0.00**
Excessive Transaction Fees (Above 100)	$0.00
Total Service Fees	**$0.00**

CASH PROCESSING	AMOUNT
Cash Deposits Immediate Verification	$3,044.00
Cash Deposits Post Verification/Night Drop	$0.00
Cash Deposits Total	**$3,044.00**
Cash Deposits Allowed	$5,000.00
Excess Cash Deposits	**$0.00**

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

February 29, 2020through March 31, 2020
Account Number: [redacted]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

EQUAL HOUSING LENDER **JPMorgan Chase Bank, N.A. Member FDIC**

Page 4 of 4

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc.

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Adams, Lorene	2160	Y					3/13 quit
Alvarez, Angelica	2175	Y					3/12 quit
Baldwin, Sherri	8942	Y					2/17 quit
Barr, Jacquie	1141	Y				Y	
Brunzwick, Karie	2772	Y				Y	
Casillas, Ana	4727	Y					3/4 quit
Cleary, Jordan	9141	Y				Y	
Dodaro, Tori	9997	Y				Y	
Falche, Alana	4840	Y				Y	
Fugate, Autumn	1689	Y				Y	
Green, Molly	5977		Y			Y	
Henderson, Sarah	3212	Y				Y	
Hurta, Alyssa	6573	Y				Y	
Jimenez, Guadalupe	1660	Y				Y	
Karn, Hayley	1239	Y				Y	
King, Colleen	0367	Y				Y	
Knight, Nicole	8561	Y				Y	
Kopecky, Jennifer	5558	Y				Y	
Luisi, Kelly	7329	Y				Y	
Mersman, Michele	8218	Y				Y	
Muscato, Nicole	9286	Y				Y	
Pecoraro, Christina	5355	Y				Y	
Rothaug, Breanna	5676	Y				Y	
Ruffino, Christina	5547		Y				3/6 quit
TOTAL:		next page					

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Santos, Ellis	3564	Y				Y	
Schaefer, Madison	9165	Y				Y	
Snowwhite, Megan	0892	Y				Y	
Spangler, Brenda	8795	Y		Y			
Voaden, Laura	1599	Y				Y	
Wagner, Emily	7001	Y				Y	
TOTAL:		31					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Richard Marker — March 23, 2020

Signature of Chief Executive Officer — Date

Richard Marker

Typed Name of Chief Executive Officer

The Heartland School, LLC — 47-1677975

Name of Business — FEIN #

708 E. Veteran's Pkwy., Yorkville IL 60560 — 073602434

Business Address — DUNS #

8351

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the United City of Yorkville ("Unit of Local Government") and The Heartland School, LLC., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

The Heartland School, LLC

By: Richard Marker
Its: President

Address:
708 E. Veteran's Pkwy.
Yorkville, IL 60560

United City of Yorkville

By: Honorable John Purcell
Its: Mayor

Address:
800 Game Farm Road
Yorkville, IL 60560

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 0481568-8

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE HEARTLAND SCHOOL LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 14, 2014, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 19TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011000440 verifiable until 04/19/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*27*	*hourly*	*$ 12.00*	*302*	***$ 97,848.00***
Personnel (Salaries and Wages)	*2*	*monthly salary*	*$ 4,583.33*	*2*	***$ 18,333.32***
Fringe Benefits					***$ -***
Occupancy (Rent Payments)	*1*	*monthly*	*$ 21,000.00*	*2*	***$ 42,000.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 1,110.00*	*2*	***$ 2,220.00***
Telecommunications & Internet	*1*	*monthly*	*$ 219.12*	*2*	***$ 438.24***
Catered Food (for student meals)	*1*	*monthly*	*$ 12,500.00*	*2*	***$ 25,000.00***
Diapers / Wipes / Baby Formula	*1*	*monthly*	*$ 2,000.00*	*2*	***$ 4,000.00***
Supplies (office/classroom related)	*1*	*monthly*	*$ 2,500.00*	*2*	***$ 5,000.00***
Contractual Services (pest control, lawn & snow, cleaning, dumpsters, fish tank (10) maintenance, etc.)	*1*	*monthly*	*$ 2,360.00*	*2*	***$ 4,720.00***
Other (payments on 3 school buses):	*1*	*monthly*	*$ 2,793.00*	*2*	***$ 5,586.00***
Other (payments on copier):	*1*	*monthly*	*$ 280.43*	*2*	***$ 560.86***
					$ -
				State Total	***$ 205,706.42***

Total State-Funded Working Capital ***$ 205,706.42***

Working Capital Narrative (State):

The budget numbers are based upon actual costs/expenses or approximate averages for costs.

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Idea Marketing Group, Inc. _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County __X___ No

Supported Business Address 1: 51 Fox Glen Dr W_____

Supported Business Address 2: _____

Supported Business City: Yorkville_____

Supported Business State: IL_____

Supported Business Zip: 99999-9999: 60560_____

Supported Business Phone Number: 312-300-6841

Supported Business E-Mail Address: darren@ideamktg.com_____

Supported Business FEIN or ITIN: 27-0574684_____

Supported Business DUNS (if not available, insert N./A): 026124779_____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 7371_____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No X_____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_PPP_____ Amount Received: $120,000_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has thefirm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ___X_ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
__X__ No _____ Yes If yes, provide details:

Uniform GATA Budget-DSBS

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*13*	*monthly*	*$ 43,188.00*	*2*	***$ 86,376.00***
Fringe Benefits	*13*	*monthly*	*$ 840.00*	*2*	***$ 1,680.00***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 2,644.00*	*2*	***$ 5,288.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 707.00*	*2*	***$ 1,414.00***
Telecommunications & Internet	*1*	*monthly*	*$ 622.00*	*2*	***$ 1,244.00***
Inventory/Goods Necessary to do Business		*n/a*			***$ -***
Supplies (office-related)	*1*	*monthly*	*$ 619.00*	*2*	***$ 1,238.00***
Contractual Services (pest control, cleaning, etc.)		*n/a*			***$ -***
Other (specify):					***$ -***
Other (specify):					***$ -***
					$ -
				State Total	***$ 97,240.00***
			Total State-Funded Working Capital		***$ 97,240.00***

STATE OF ILLINOIS	**UNIFORM GRANT BUDGET TEMPLATE**			**Commerce & Economic Opportunity**	
Organization Name:		**DUNS#**		**NOFO #**	**2398-1381**
CSFA Number:	**420-75-2398**	**CSFA Description:**	**Downstate Small Business Stabilization**	**Fiscal Year:**	**2020**
S E C T I O N A -- STATE OF ILLINOIS FUNDS				**Grant #**	
Revenues				**TOTAL REVENUE**	
(a). State of Illinois Grant Amount Requested				$	97,240.00
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories		**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**TOTAL EXPENDITURES**	
15. *Working Capital*				*$*	*97,240.00*
18. Total Costs State Grant Funds				*$*	*97,240.00*

Project Summary

Idea Marketing Group was founded in July 2009 (almost 11 years). We currently employee 13 full-time, salaried employees. We provide digital marketing services to businesses as well as custom web design.

Funds would be used to help towards employee payroll and operations. We operate out of a 2,500 sqft office in Yorkville. Within the first week of COVID, we lost 9 monthly marketing retainers resulting in a loss of monthly income of $12,125 and all new sales have ceased as well as projects that were ready to move forward have been delayed by months of starting. The impact of no new sales will be felt in 3-4 months as we are burning through cash reserves from previous years.

Our mission is to keep all 13 employees working, all of which are currently working remotely during regular hours with families at home. Yet, we continue to have rent costs, utilities, and other costs for our office. We have cancelled as many monthly expenses as we can as well as negotiated costs for other needed services.

Over the last decade, we have been an active business in the community supporting/sponsoring events and volunteering at local non-profits. A core value of working at Idea.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	**39,155**	**Yes**	**Yes**	**81,939**
December 31, 2018	**45,601**	**Yes**	**Yes**	**53,265**
December 31,2019	**8,243**	**Yes**	**Yes**	**44,938**
Current:				**62,313**

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		106,053
Personnel (Salary & Wages)	40,609	
Fringe Benefits	774	
Equipment	n/a	
Inventory	n/a	
Supplies	288	
Occupancy (Rent & Utilities)	3,577	
Telecommunications	525	
Other (Specify) Insurance, Auto, Advertising, Dues/Subscriptions	23,102	
Total of All Expenditures		68,875
Monthly Net Income (Total Income – Total of All Expenditures)		37,188

Most Recent Bank Statement

From the benefiting business. Please make certain to redact (mark out) the account number.

Midland States Bank

1231 Network Centre Drive Effingham, IL 62401

Page	1 of 3
Period Beginning	March 02, 2020
Period Ending	March 31, 2020
Days in Period	30
Statement Date	March 31, 2020

How to contact us
Customer Care 1-855-MY-MIDLAND

Get current account information
Bank by Phone 1-800-552-1326
Visit us online midlandsb.com

IDEA MARKETING GROUP INC
51 FOX GLEN DRIVE W
YORKVILLE IL 60560

Go Paperless.
Switch to Online Statements at midlandsb.com/gopaperless

Your Statement

Summary Ending Balance

Pro Interest Checking	$62,313.20

Stay healthy.
Bank from home.

Bank from anywhere with our mobile app and online banking!

In an effort to keep customers and employees healthy, we are suspending lobby access at our branch locations effective March 17, 2020. Drive thru services will remain open.

For information on branch closings, please visit midlandsb.com/coronavirus-impact-update or call us at 1-855-696-4352.

Pro Interest Checking

Owner(s): IDEA MARKETING GROUP INC

Account# **blocked**

Service Charge	$.00
Interest Earned This Period	$2.14
Interest Earned YTD	$17.93
Annual Percentage Yield Earned	0.04%

Previous Balance	$48,439.47
20 Deposits	$80,111.38
32 Withdrawals	$66,239.79
Ending Balance	**$62,313.20**
Average Ledger Balance	$59,044.19
Average Collected Balance	$57,086.82

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$.00	$.00
Total Returned Item fees	$.00	$.00

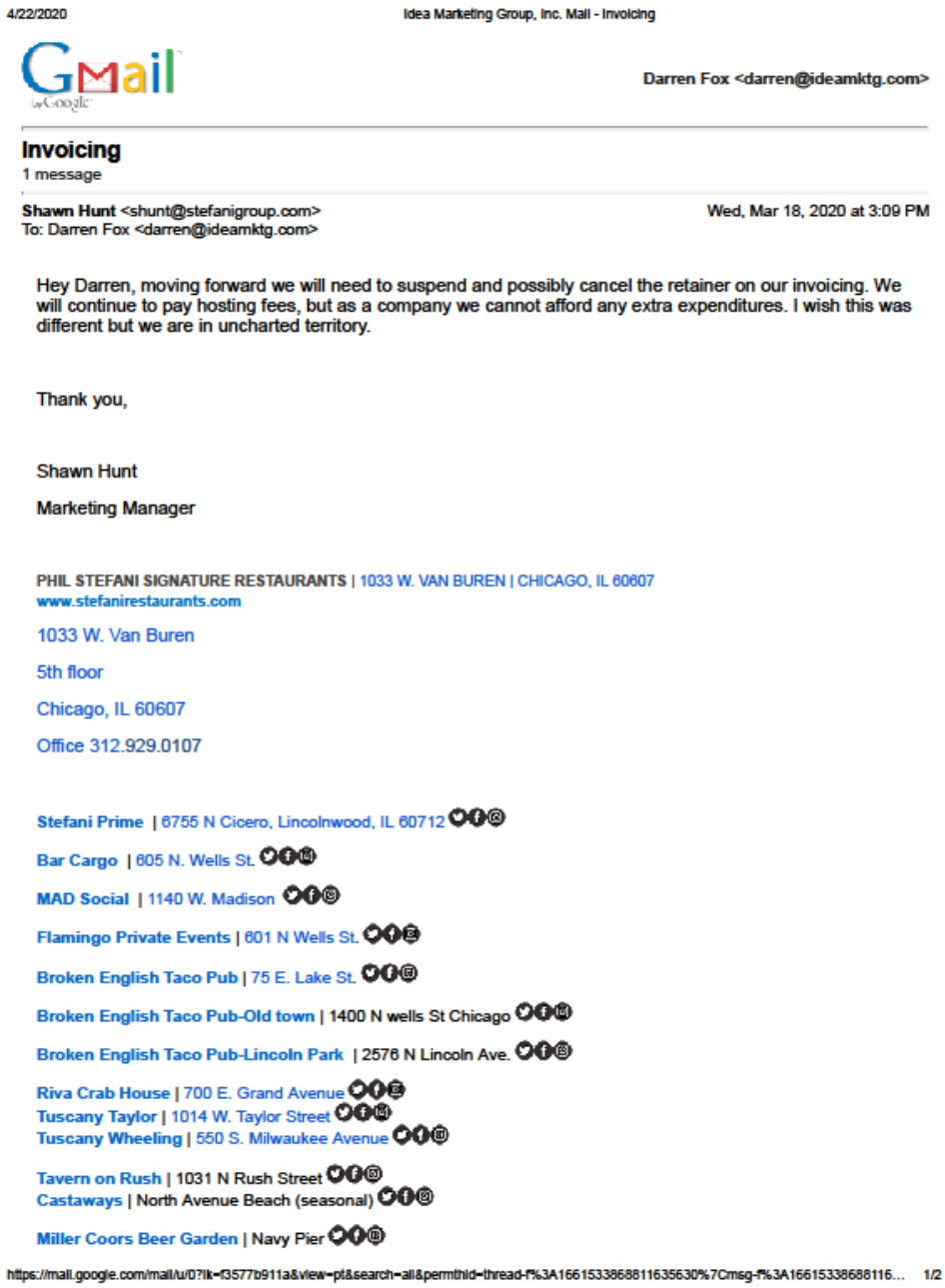
All Credit Activity

Transaction Date	Deposit	Transaction Description
03/02	15,053.75	Deposit
03/04	307.50	IPSMXASETL MERCHANT SVCS CCD 403903434305078
03/04	1,500.00	DEPOSIT INTUIT PYMT SOLN CCD 524771996284192
03/05	1,487.50	DEPOSIT INTUIT PYMT SOLN CCD 524771996284192
03/06	1,495.00	DEPOSIT INTUIT PYMT SOLN CCD 524771996284192
03/06	4,760.00	IPSMXASETL MERCHANT SVCS CCD 403903434305078

Additional Documentation

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc.



4/22/2020 Idea Marketing Group, Inc. Mail - Invoicing

Gmail

Darren Fox <darren@ideamktg.com>

Invoicing

1 message

Shawn Hunt <shunt@stefanigroup.com> Wed, Mar 18, 2020 at 3:09 PM
To: Darren Fox <darren@ideamktg.com>

Hey Darren, moving forward we will need to suspend and possibly cancel the retainer on our invoicing. We will continue to pay hosting fees, but as a company we cannot afford any extra expenditures. I wish this was different but we are in uncharted territory.

Thank you,

Shawn Hunt

Marketing Manager

PHIL STEFANI SIGNATURE RESTAURANTS | 1033 W. VAN BUREN | CHICAGO, IL 60607
www.stefanirestaurants.com

1033 W. Van Buren

5th floor

Chicago, IL 60607

Office 312.929.0107

Stefani Prime | 6755 N Cicero, Lincolnwood, IL 60712

Bar Cargo | 605 N. Wells St.

MAD Social | 1140 W. Madison

Flamingo Private Events | 601 N Wells St.

Broken English Taco Pub | 75 E. Lake St.

Broken English Taco Pub-Old town | 1400 N wells St Chicago

Broken English Taco Pub-Lincoln Park | 2576 N Lincoln Ave.

Riva Crab House | 700 E. Grand Avenue
Tuscany Taylor | 1014 W. Taylor Street
Tuscany Wheeling | 550 S. Milwaukee Avenue

Tavern on Rush | 1031 N Rush Street
Castaways | North Avenue Beach (seasonal)

Miller Coors Beer Garden | Navy Pier

https://mail.google.com/mail/u/0?ik=f3577b911a&view=pt&search=all&permthid=thread-f%3A1661533868811635630%7Cmsg-f%3A16615338688116... 1/2

Gmail by Google

Darren Fox <darren@ideamktg.com>

Services

1 message

Nayeli Aceves <nayeli@zepole.com> Thu, Mar 19, 2020 at 3:39 PM
To: Darren Fox <darren@ideamktg.com>, Holly Walsh <holly@ideamktg.com>

Hi Darren and Holly,

With everything going on right now in the world and in our industry, we wanted to ask if our services could be paused. This would of course just be temporary. With the restaurants closing we have slowed down significantly here too. We want to keep our staff working and fully paid throughout all of this. However, to do that we have to cut costs anyway we can.

Please let me know if our services could be temporarily paused. I know this is an uncertain time for everyone, I hope you can understand.

Thank you

ZS **Nayeli Aceves** IT
www.zepole.com Bolingbrook, IL
P: 630.783.1239 | F: 630.739.5287

Gmail

Darren Fox <darren@ideamktg.com>

Re: Let's finish then put SEO on hold - Expressive Structures

1 message

Darren Fox <darren@ideamktg.com> Mon, Mar 16, 2020 at 11:41 AM
To: Ben Palmer <ben@expressivestructures.com>, Lynn Nicolai <lynn@ideamktg.com>, Steven Jack <steven@ideamktg.com>

Hi Ben,
Thank you for reaching out, we understand the situation you are in as we are also impacted.

We will wrap up pending items this month and then pause monthly services starting April.

Hopefully all of this goes quickly so we can all get back to business.

Thank You,

Darren Fox
President
Idea Marketing Group | 312.300.6841 ext #06

idea

On Sat, Mar 14, 2020 at 9:47 PM Ben Palmer <ben@expressivestructures.com> wrote:

> Darren,
>
> I want to finish with the three email blasts that Steven is working on. Get them scheduled each for the next three weeks starting this Tuesday. Then let's shut down the $1,450 a month SEO charge until the shows come back. I hate to do it but I just don't have the cash to continue the SEO after this last little bit of work. Let's turn off our pay per click as well.
>
> Thank you and looking forward to starting back up when the shows come back to us.
>
> Ben Palmer
>
> Expressive Structures
>
> (773) 895-5985 x 1
>
> www.ExpressiveStructures.com

On Sun, Mar 15, 2020 at 10:22 AM Dan Rosier <drosier@thewebergrill.com> wrote:

FYI on ad spend. Also - I need you to hold on any work for us immediately. We will go to a pay/project or task model. We have to stop the bleeding.

We can chat this week to see if anything changes.

Dan

Sent from my iPhone

Begin forwarded message:

From: Dan Rosier <drosier@thewebergrill.com>
Date: March 15, 2020 at 9:31:50 AM CDT
To: "R. Bryan Gerrish" <rbgerrish@thewebergrill.com>, Patrick Brady <pbrady@thewebergrill.com>
Cc: Jon Crost <jcrost@thewebergrill.com>, Matthew McCormick <mmccormick@thewebergrill.com>, Brad Ritz <britz@thewebergrill.com>
Subject: RE: Marketing Update

On Tue, Apr 7, 2020 at 10:30 AM Colton Anderson <canderson@asbuiltmgt.com> wrote:

> Hi Steve,
>
> I hate to have to write this email but these weird times are forcing my hand. Our owner has requested that we pause the marketing contract and Google Ads account for a few months. My hope is that we can put a pause on the contract and pick it back up once the coronavirus craziness goes away. We have lost quite a bit of revenue so we are having to cut as many expenses as possible, including terminating our office lease…
>
> We already paid for April so we can continue to work together this month and start our hiatus in May. Feel free to call me to talk through this if you want or if Darren wants to talk, that's cool too.
>
> If its any consolation, you guys are the very last expense we have available to cut. Next up is salaries or people and we hope not to do that.
>
> Thanks and feel free to call.
>
> ***Colton Anderson***
> As-Built Management Inc.
> Cell: 815-768-6088
> Email: canderson@asbuiltmgt.com
> Visit Us: www.asbuiltmgt.com

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Leonard Bradley	9114	X			X		
Taylor Campey	4819	X			X		
Zach Dillman	3062	X	X		X		
Darren Fox	5146	X			X		
Steven Jack	2016	X			X		
Erin Karper	7539	X			X		
Haley Langer	4090	X			X		
Sean Moran	4155	X			X		
Lynn Nicolai	6057	X			X		
William Skowronski	7132	X			X		
Jennifer Stark	0498	X			X		
Daniel Steinmiller	5620	X			X		
Holly Walsh	8110	X			X		
TOTAL:		13					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer — Date: 4/22/20

Darren Fox
Typed Name of Chief Executive Officer

Idea Marketing Group, Inc. — FEIN #: 27-0574684
Name of Business

51 Fox Glen Dr. W, Yorkville IL — DUNS #: 026124779
Business Address

SIC #: 7371

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

Idea Marketing Group, Inc.

By: Darren Fox
Its: President

Address:

51 Fox Glen Dr W
Yorkville, IL 60560

By: Honorable
Its: Mayor

Address:

Benefiting Business's Certificate of Good Standing from Secretary of State

File Number 6665-531-8

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

IDEA MARKETING GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 17, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* APRIL *A.D.* 2020 .

Authentication #: 2011203254 verifiable until 04/21/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*13*	*monthly*	*$ 43,188.00*	*2*	***$ 86,376.00***
Fringe Benefits	*13*	*monthly*	*$ 840.00*	*2*	***$ 1,680.00***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 2,644.00*	*2*	***$ 5,288.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 707.00*	*2*	***$ 1,414.00***
Telecommunications & Internet	*1*	*monthly*	*$ 622.00*	*2*	***$ 1,244.00***
Inventory/Goods Necessary to do Business		*n/a*			***$ -***
Supplies (office-related)	*1*	*monthly*	*$ 619.00*	*2*	***$ 1,238.00***
Contractual Services (pest control, cleaning, etc.)		*n/a*			***$ -***
Other (specify):					***$ -***
Other (specify):					***$ -***
					$ -
				State Total	***$ 97,240.00***

Total State-Funded Working Capital	***$ 97,240.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Mike & Denise's Pigeon Hill Diner, Inc., 728 E. Veteran's Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Mike & Denise's Pigeon Hill Diner, Inc

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in Kendall County ☐ No

Supported Business Address 1: DBA: Mike & Denise's Pizzeria & Pub - Yorkville

Supported Business Address 2: 728 E. Veterans Parkway

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-882-9072

Supported Business E-Mail Address: tudesbar@aol.com

Supported Business FEIN or ITIN: 82-0555205

Supported Business DUNS (if not available, insert N./A):

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 722511

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Siddon
First Name: Michael
Title: Owner/President
Daytime Phone: 630-882-9072
Home Phone: 630-742-2725
E-Mail: tudesbar@aol.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: Payroll Protection Program Amount Received: $ 144,000

Funding Program Name: Amount Received: $

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

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Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

After 22 years in business in Aurora, IL, we finally decided to open a second location of Mike & Denise's Pizzeria & Pub in Yorkville where we had resided for the past 8 years. We opened the family friendly bar/restaurant in 2013 with all intentions of encouraging families, local sports teams, school clubs, organizations etc. We like to think it worked. We house many meetings, parties, celebrations for Yorkville and surrounding area residents. We also try to take care of those kids who need that first job, the single mom who needs us to work around her family schedule, the college student who is trying to put him or herself through school. We also support many teams and groups.

COVID-19 has put us in a real financial bind. We still have thousands of dollars in monthly rent, utilities, inventory and payroll with a very small percentage of money coming in through carry out and delivery only. With the financial help that is being offered, we will continue to employ as many people as possible and stay open until the state ban is lifted.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)	Cash Balance
December 31, 2017	$99,233.61	yes	no	$95,733.10
December 31, 2018	$173,154.16	yes	no	$71,235.00
December 31,2019	$224,177.22	yes	no	$32,204.00
Current:				$79,194.52

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		$203,091.26
Personnel (Salary & Wages)	$51,751.10	
Fringe Benefits		
Equipment	$125.00 (rental)	
Inventory	$36,817.34	
Supplies	$2,553.78	
Occupancy (Rent & Utilities)	$8,585.31	
Telecommunications	$1,031.32	
Other (Specify) advt/sponsorship	$2,473.81	
Other (Specify) vehicle expense	$1,182.54	
Other (Specify) cc fees	$4,050.38	
Total of All Expenditures		$108,570.58
Monthly Net Income (Total Income – Total of All Expenditures)		$94,520.68

Insert Most Recent Bank Statement here.

From the benefiting business.

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First Midwest Bank

P.O. Box 580 · Joliet, IL 60434-0580
Return Service Requested

PIGEON HILL DINER INC
DBA M&D'S PIZZA & PUB YORKVI
728 E VETERAN'S PKWY UNIT 120
YORKVILLE IL 60560-1991

Statement of Account

Last statement: February 28, 2020
This statement: March 31, 2020

[redacted]

401

Direct inquiries to:
Customer Service
800-322-3623

First Midwest Bank 733
930 N. Main Street
Elburn, IL 60119

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Summary of Account Balance

Account	Number	Ending Balance
Solutions Checking	[redacted]	$79,194.52

Solutions Checking

Account number [redacted]

195 Enclosures

Beginning balance	$59,381.87		
Average balance	$79,857.99		
Total additions	$191,063.93	Total subtractions	$-171,251.28

Number	Date	Amount
10797	03-19	123.00
10801 *	03-02	240.00
10815 *	03-02	240.00
10817 *	03-02	3,445.84
10821 *	03-02	166.50
10822	03-03	2,571.30
10825 *	03-02	80.49
10826	03-12	145.00
10828 *	03-03	576.63
10829	03-02	526.95
10830	03-04	1,068.00
10831	03-02	298.12
10832	03-02	308.20
10834 *	03-20	123.00
10835	03-03	498.81
10836	03-16	240.00
10837	03-05	1,007.95
10838	03-05	7,356.22
10839	03-06	314.20
10840	03-06	439.14
10841	03-10	625.42
10842	03-09	69.95
10843	03-10	95.00
10844	03-04	943.50

Number	Date	Amount
10845	03-05	320.00
10846	03-10	230.33
10847	03-05	1,978.92
10848	03-10	629.66
10849	03-10	192.03
10850	03-10	125.00
10851	03-12	315.00
10852	03-09	128.40
10853	03-10	407.19
10854	03-10	2,697.65
10855	03-06	3,351.40
10856	03-12	145.00
10857	03-09	70.00
10858	03-10	504.64
10859	03-10	250.00
10860	03-09	97.90
10861	03-16	242.52
10862	03-12	231.00
10863	03-10	4,800.00
10864	03-10	333.45
10865	03-11	6,125.22
10866	03-16	240.00
10867	03-17	250.00
10868	03-27	123.00

First Midwest Bank
P.O. Box 580 • Joliet, IL 60434-0580
Return Service Requested

March 31, 2020
Pigeon Hill Diner Inc

[redacted]

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Number	Date	Amount
10869	03-30	375.06
10870	03-24	4,999.82
10871	03-12	1,088.65
10872	03-13	94.00
10873	03-17	859.57
10874	03-16	151.00
10875	03-16	174.50
10876	03-17	4,948.45
10877	03-13	806.39
10878	03-16	285.40
10879	03-20	145.00
10880	03-13	70.00
10881	03-17	1,407.60
10882	03-16	1,608.20
10884 *	03-16	480.50
10885	03-17	456.39
10886	03-18	1,957.63
10887	03-24	1,846.08
10888	03-24	57.84
10889	03-25	825.55
10890	03-30	291.40
10891	03-26	550.00
10892	03-30	1,196.36
10893	03-26	321.19
10894	03-30	1,546.51
10895	03-26	65.00
10896	03-30	69.95
10897	03-24	926.77
10901 *	03-31	789.94
10903 *	03-31	2,371.35
10904	03-30	305.00
12302 *	03-02	49.44
12310 *	03-02	26.21
12492 *	03-16	27.75
12519 *	03-11	77.19
12527 *	03-05	6.97
12535 *	03-17	182.91
12538 *	03-03	81.42
12576 *	03-06	41.63
12586 *	03-25	535.49
12587	03-04	131.59
12588	03-11	37.02
12595 *	03-03	196.01
12596	03-03	258.43
12597	03-06	401.49
12598	03-02	152.09
12601 *	03-02	153.28
12602	03-02	30.07
12603	03-03	81.25
12605 *	03-03	166.25
12612 *	03-17	86.59
12613	03-26	144.41
12620 *	03-03	194.05
12621	03-16	184.83
12622	03-06	73.37

Number	Date	Amount
12624 *	03-02	37.64
12627 *	03-04	60.41
12629 *	03-02	130.03
12632 *	03-02	102.68
12634 *	03-02	162.93
12635	03-02	118.36
12638 *	03-03	96.10
12640 *	03-06	38.08
12644 *	03-02	96.72
12645	03-04	67.08
12646	03-02	95.49
12647	03-02	26.20
12648	03-02	1,038.80
12649	03-03	675.50
12650	03-25	452.04
12651	03-04	138.62
12652	03-11	84.14
12659 *	03-13	235.89
12660	03-17	259.05
12662 *	03-16	401.49
12663	03-16	127.08
12664	03-17	74.69
12665	03-16	69.48
12666	03-12	185.46
12667	03-16	30.61
12668	03-17	88.53
12669	03-16	578.87
12671 *	03-16	60.48
12672	03-16	325.08
12673	03-13	338.70
12675 *	03-12	710.80
12676	03-25	156.82
12677	03-17	131.74
12678	03-26	156.48
12681 *	03-18	49.17
12682	03-12	172.63
12683	03-12	1,641.92
12686 *	03-31	85.75
12687	03-16	64.66
12688	03-16	108.87
12689	03-16	161.59
12690	03-23	61.78
12692 *	03-13	1,062.39
12693	03-12	1,131.73
12697 *	03-16	43.09
12698	03-13	414.56
12699	03-13	153.28
12700	03-19	97.18
12702 *	03-16	141.90
12703	03-16	103.63
12704	03-16	117.26
12705	03-13	80.44
12707 *	03-13	59.07
12709 *	03-12	924.04
12714 *	03-16	81.88

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Number	Date	Amount
12715	03-18	50.08
12716	03-26	63.54
12718 *	03-13	481.94
12720 *	03-13	1,038.80
12721	03-25	391.72
12723 *	03-17	136.83
12724	03-16	97.06
12725	03-16	180.26
12727 *	03-12	117.36
12734 *	03-23	154.02
12737 *	03-31	58.08
12738	03-26	53.05
12741 *	03-27	347.88
12745 *	03-26	271.96
12747 *	03-25	113.44
12749 *	03-26	143.56
12753 *	03-23	90.82
12754	03-27	1,641.92

Number	Date	Amount
12757 *	03-27	79.53
12758	03-26	77.90
12759	03-27	47.87
12761 *	03-25	647.64
12762	03-24	701.34
12765 *	03-23	41.47
12766	03-23	369.30
12767	03-23	80.50
12770 *	03-30	99.50
12771	03-26	100.46
12772	03-24	72.59
12773	03-25	449.92
12778 *	03-26	40.36
12780 *	03-30	22.91
12781	03-26	236.23
12782	03-26	853.50

** Skip in check sequence*

Date	Description	Additions	Subtractions
03-02	#Preauthorized Credit Bankcard Dep Merch Dep 200302 739297415300006	23,999.67	
03-02	#Preauthorized Credit Bankcard Dep Merch Dep 200302 739297415300006	4,897.00	
03-02	#Preauthorized Debit Bankcard Merch Fees 200302 739297415300006		-2,852.79
03-02	#Preauthorized Debit Bcbs Health Hps 8007928595 200302		-898.45
03-02	#Preauthorized Debit Bcbs Health Hps 8007928595 200302		-612.63
03-02	#Preauthorized Debit Taxxsolutions weekly 200302 1499		-135.00
03-02	#Preauthorized Debit Bankcard 8600 Mtot Disc 200302 517939370108052		-66.45
03-03	#Preauthorized Credit Bankcard Dep Merch Dep 200303 739297415300006	6,127.18	
03-03	Deposit	3,300.00	
03-03	#Preauthorized Debit IL Dept Of Reven Edi Pymnts TXP*820555205000*0112*20200331*T*175 952\		-1,759.52
03-03	#Preauthorized Debit Mikedenisespizze Elec Fee 200303 380725		-8.50

First Midwest Bank
P.O. Box 580 · Joliet, IL 60434-0580
Return Service Requested

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Date	Description	Additions	Subtractions
03-04	#Preauthorized Credit Bankcard Dep Merch Dep 200304 739297415300006	2,577.35	
03-04	#Preauthorized Debit IRS Usataxpymt 200304 274046410340075		-8,601.58
03-04	#Preauthorized Debit Att Payment 200304		-309.59
03-04	#Preauthorized Debit Rewards Network Settlement 200304 32369-025126961		-261.67
03-05	#Preauthorized Credit Bankcard Dep Merch Dep 200305 739297415300006	5,021.07	
03-06	#Preauthorized Credit Bankcard Dep Merch Dep 200306 739297415300006	4,272.34	
03-09	#Preauthorized Credit Bankcard Dep Merch Dep 200309 739297415300006	23,406.30	
03-09	#Preauthorized Credit Bankcard Dep Merch Dep 200309 739297415300006	5,072.78	
03-09	#Preauthorized Debit Taxxsolutions weekly 200309 1499		-135.00
03-10	#Preauthorized Credit Bankcard Dep Merch Dep 200310 739297415300006	5,769.26	
03-10	Deposit	5,187.00	
03-11	#Preauthorized Credit Bankcard Dep Merch Dep 200311 739297415300006	2,215.21	
03-11	#Preauthorized Debit Rewards Network Settlement 200311 32392-025141566		-355.39
03-12	#Preauthorized Credit Bankcard Dep Merch Dep 200312 739297415300006	4,853.09	
03-13	#Preauthorized Credit Bankcard Dep Merch Dep 200313 739297415300006	3,837.86	
03-13	#Preauthorized Debit State Farm Ro 27 Sfpp 200313		-124.75
03-16	#Preauthorized Credit Bankcard Dep Merch Dep 200316 739297415300006	22,939.46	
03-16	#Preauthorized Credit Bankcard Dep Merch Dep 200316 739297415300006	6,826.10	

First Midwest Bank
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Return Service Requested

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Date	Description	Additions	Subtractions
03-16	#Preauthorized Debit IL Dept Of Reven Edi Pymnts TXP*8205552050005*02030*20191231*T*3 73700\		-3,737.00
03-16	#Preauthorized Debit IL Dept Of Reven Edi Pymnts TXP*820555205000*0112*20200331*T*201 759\		-2,017.59
03-16	#Preauthorized Debit Taxxsolutions weekly 200316 1499		-135.00
03-17	#Preauthorized Credit Bankcard Dep Merch Dep 200317 739297415300006	7,360.83	
03-18	#Preauthorized Credit Bankcard Dep Merch Dep 200318 739297415300006	6,884.70	
03-18	#Preauthorized Debit IRS Usataxpymt 200318 274047873621002		-9,889.90
03-18	#Preauthorized Debit Rewards Network Settlement 200318 32415-025156246		-234.21
03-19	Deposit	3,831.00	
03-19	#Preauthorized Credit Bankcard Dep Merch Dep 200319 739297415300006	2,498.86	
03-20	#Preauthorized Credit Bankcard Dep Merch Dep 200320 739297415300006	1,524.77	
03-20	#Preauthorized Debit IL Dept Of Reven Edi Pymnts TXP*33359911*0411*20200229*T*1496200 \		-14,962.00
03-23	#Preauthorized Credit Bankcard Dep Merch Dep 200323 739297415300006	9,474.80	
03-23	#Preauthorized Credit Bankcard Dep Merch Dep 200323 739297415300006	1,841.51	
03-23	#Preauthorized Debit Amex Epayment ACH Pmt 200323 W7000		-10,943.85
03-23	#Preauthorized Debit Taxxsolutions weekly 200323 1499		-135.00
03-24	#Preauthorized Credit Bankcard Dep Merch Dep 200324 739297415300006	1,482.86	
03-24	#Preauthorized Debit Loomis Fbo Indep Internet 200324		-661.66
03-25	#Preauthorized Credit Bankcard Dep Merch Dep 200325 739297415300006	1,519.41	

First Midwest Bank
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Return Service Requested

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Date	Description	Additions	Subtractions
03-25	#Preauthorized Debit Breakthru Bevera Breakthril 200325 JNDJND000275536		-3,882.12
03-25	#Preauthorized Debit Rewards Network Settlement 200325 32433-025169599		-292.85
03-26	#Preauthorized Credit Bankcard Dep Merch Dep 200326 739297415300006	3,760.90	
03-27	#Preauthorized Credit Bankcard Dep Merch Dep 200327 739297415300006	2,446.94	
03-27	#Preauthorized Debit Taxxsolutions pr we 3/27 200327 1499		-142.85
03-30	#Preauthorized Credit Bankcard Dep Merch Dep 200330 739297415300006	11,900.04	
03-30	#Preauthorized Credit Bankcard Dep Merch Dep 200330 739297415300006	3,283.92	
03-30	#Preauthorized Debit Taxxsolutions weekly 200330 1499		-135.00
03-31	#Preauthorized Credit Bankcard Dep Merch Dep 200331 739297415300006	2,951.72	
03-31	#Cash Mgmt Trsfr Dr Ref 0910706L Funds Transfer To Dep 620724328 From		-2,000.00
03-31	#Preauthorized Debit IL Dept Of Reven Edi Pymnts TXP*820555205000*0112*20200331*T*130 525\		-1,305.25
03-31	#Preauthorized Debit Bcbs Health Hps 8007928595 200331		-898.45
03-31	#Preauthorized Debit Bcbs Health Hps 8007928595 200331		-612.63

Daily balances

Date	Amount	Date	Amount	Date	Amount
02-28	59,381.87	03-11	86,989.91	03-23	86,486.25
03-02	76,187.18	03-12	85,034.41	03-24	78,703.01
03-03	78,450.59	03-13	83,912.06	03-25	72,474.83
03-04	69,445.90	03-16	101,460.04	03-26	73,158.09
03-05	63,796.91	03-17	99,938.52	03-27	73,221.98
03-06	63,409.94	03-18	94,642.23	03-30	84,364.25
03-09	91,387.77	03-19	100,751.91	03-31	79,194.52
03-10	91,453.66	03-20	87,046.68		

Insert Additional Documentation here.

From the benefiting business.

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If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc.

Due to the COVID-19 shutdown, our sales are drastically reduced. We are only able to sell food to those that carry-out or have meals delivered. We have to employ enough people to make food, answer phones, handle sales and deliver for those potential orders.

Our rent hasn't changed and our utilities have dropped very little, if at all. Our entire building is still open for those possible orders.

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

26

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date.** Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Hamdey Alley*	5467	✓				✓	
Ernesto Arroyo	3764	✓		✓			
Alexandria Atlas*	4744	✓		✓			
Jennifer Avitt*	1521	✓				✓	
McKayla Barnes*	4033	✓				✓	
Jamie Barnwell*	7303	✓				✓	
Alexis Bartlett*	2507	✓		✓			
Kalee Chorzempa*	7725	✓				✓	
Cara Creager*	7866	✓				✓	
Jordan Dobyns*	7816	✓				✓	
Melanie Ervin*	2950	✓		✓			
Alfonso Escriban	6205	✓				✓	
Jacob Giese*	0522	✓		✓			
Reagan Giese*	7052	✓				✓	
Ruthie Giese*	6953	✓		✓			
Vianney Gomez*	1397	✓				✓	
Joselynn Gonzalez*	8489	✓				✓	
Cade Grimaldi*	0771	✓				✓	
Jaxon Habada*	2289	✓				✓	
Eustorgio Hernandez	2102	✓		✓			
Dale Horstmann*	2324	✓				✓	
Rick Horstmann*	0473	✓				✓	
Caitlyn Jess*	1634	✓		✓			
Danielle Kenyon*	3730	✓				✓	
TOTAL:		24					

DOCUMENTATION of EMPLOYEE STATUS

26A

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date.** Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Alyssa Kukielka*	9036	✓		✓			
Sophie Laws*	7899	✓				✓	
Tristan Lettsome	5106	✓		✓			
Levi Lindholm	7531	✓		✓			
Kaitlyn Natividad*	0043	✓				✓	
Jill Navarro	8640	✓		✓			
Ryan Navarro*	0133	✓				✓	
Karyzma Perez*	9690	✓				✓	
Catherine Perzee*	0878	✓		✓			
Ryan Potrawski*	8970	✓				✓	
Makenzie Reitsteck*	9786	✓				✓	
Marisa Santoro*	0787	✓				✓	
Gabriel Saucedo	5923	✓		✓			
Clarissa Smith*	0085	✓				✓	
Emily Smith*	3068	✓				✓	
Samantha Stewart*	0442	✓				✓	
Eliza Torres*	0982	✓				✓	
Alberto Vasquez	1940	✓		✓			
Javier Vasquez*	6723	✓				✓	
Nathan Warner*	5675	✓				✓	
Alex Woodhouse*	5200	✓				✓	
Holly Woodhouse*	9963	✓				✓	
Heather Ziemer*	7142	✓				✓	
Karla Zimmer*	9590	✓				✓	
TOTAL:		24					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Michael Siddon Digitally signed by Michael Siddon DN: cn=Michael Siddon, o, ou, email=tudesbar@aol.com, c=US Date: 2020.04.24 12:54:44 -05'00'

Signature of Chief Executive Officer

4/24/2020

Date

Michael Siddon

Typed Name of Chief Executive Officer

Mike & Denise's Pizzeria & Pub

Name of Business

82-0555205

FEIN #

728 E. Veterans Parkway; Yorkville, IL

Business Address

NA

DUNS #

722511

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
Mike & Denise's Pigeon Hill Diner, Inc

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
Mike + Denise's Pigeon Hill Diner
By: (Name of Officer)
Its: President

By: Honorable (Name of Mayor)
Its: Mayor

Address:
1760 N. Farnsworth
Aurora IL 60505

Address:

DBA:
Mike + Denise's Pizzeria + Pub - Yorkville
728 E. Veterans Parkway
Yorkville, IL 60560

File Number 6231-766-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIKE & DENISE'S PIGEON HILL DINER, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 22, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2010900756 verifiable until 04/18/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*30*	*hourly*	*$ 10.00*	*350*	***$ 105,000.00***
Fringe Benefits					***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 4,990.00*	*2*	***$ 9,980.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 3,600.00*	*2*	***$ 7,200.00***
Telecommunications & Internet	*1*	*monthly*	*$ 1,000.00*	*2*	***$ 2,000.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 36,800.00*	*2*	***$ 73,600.00***
Supplies (office-related) (kitchen Supplies)	*1*	*monthly*	*$ 2,550.00*	*2*	***$ 5,100.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*monthly*	*$ 220.00*	*2*	***$ 440.00***
Other (specify): Advertsing/Sponsorship	*1*	*monthly*	*$ 2,500.00*	*2*	***$ 5,000.00***
Other (specify): CC Fees	*1*	*monthly*	*$ 4,050.00*	*2*	***$ 8,100.00***
Other (specify): Vehicle Expense	*1*	*monthly*	*$ 1,200.00*	*2*	***$ 2,400.00***
					$ -
				State Total	***$ 218,820.00***

Total State-Funded Working Capital ***$ 218,820.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County _____ No

Supported Business Address 1: _____

Supported Business Address 2: _____

Supported Business City: _____

Supported Business State: _____

Supported Business Zip: 99999-9999: _____

Supported Business Phone Number _____

Supported Business E-Mail Address: _____

Supported Business FEIN or ITIN: _____

Supported Business DUNS (if not available, insert N./A): _____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ _____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No _____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ____ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
____ No _____ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

We are a CrossFit gym (fitness facility) that opened in December of 2016 in Yorkville. Since the shut down of the business in March, we have lost income from memberships. We did not have reserve saved up for a situation like this. I applied for the PPP loan and did get approved for $16,000, which is what you see as our current bank balance. That $16,000 paid for the month of May rent and the rest will go to our employee payroll for May/June. That leaves us without money for rent, utilities, dues, etc. for the month of June and forward.

We currently have five employees/coaches on payroll.

The CDBG funds will be used to pay rent, utilities, dues and payroll once the PPP funds run out.

Looking forward, once the lock down is lifted we will not be able to fully resume a full membership base to pay our monthly expenses. Many will choose not to come back to the gym until they feel safer in public. Our gym will most likely be limited to the number of people in the gym at one time which will also limit the amount of our members that are willing to return. We foresee an almost impossible future of being able to pay our expenses without additional funding going forward.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017				
December 31, 2018				
December 31,2019				
Current:				

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total of All Expenditures		
Monthly Net Income (Total Income – Total of All Expenditures)		

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

NCTHOMPSON INC
DBA CROSSFIT EXEMPLIFY
748 FIR CT
YORKVILLE IL 60560

STATEMENT SUMMARY — March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Business Free Checking		4,083.96	4,725.43
		Total on Deposit	**$4,725.43**

Fast. Simple. Safe.
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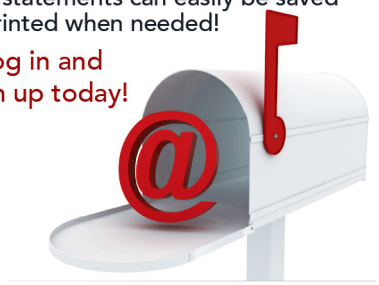

Member FDIC EQUAL HOUSING LENDER

Business Free Checking [redacted]	$4,725.43	Account Detail

Beginning Balance	$4,083.96	Items Enclosed	0
Total Deposits	32 for $10,718.80		
Total Withdrawals	38 for $10,077.33		
Ending Balance	**$4,725.43**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit fnbo.com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/02	03/02	Bankcard Settlement *****2000438939	11.30
☐	03/02	03/02	Bankcard Settlement *****2000438939	503.50
☐	03/03	03/03	Goe E-Check Settlement *****0026412793	45.00
☐	03/03	03/03	Bankcard Settlement *****2000438939	722.75
☐	03/04	03/04	Online Transfer From Acct Ending 2272	100.00
☐	03/05	03/05	Bankcard Settlement *****2000438939	778.00
☐	03/06	03/06	Goe E-Check Settlement *****0026432404	27.00
☐	03/09	03/09	Bankcard Settlement *****2000438939	347.50
☐	03/09	03/09	Bankcard Settlement *****2000438939	582.50
☐	03/10	03/10	Goe E-Check Settlement *****0026453909	100.00
☐	03/11	03/11	Classpass Inc. Edi Pymnts *****9009991955	4.50
☐	03/11	03/11	Goe E-Check Settlement *****0026465085	145.00
☐	03/11	03/11	Bankcard Settlement *****2000438939	400.00
☐	03/12	03/12	Bankcard Settlement *****2000438939	580.00
☐	03/13	03/13	Bankcard Settlement *****2000438939	110.00
☐	03/16	03/16	Goe E-Check Settlement *****0026482185	235.50
☐	03/16	03/16	Bankcard Settlement *****2000438939	463.00
☐	03/17	03/17	Goe E-Check Settlement *****0026497930	40.00
☐	03/17	03/17	Bankcard Settlement *****2000438939	674.00
☐	03/17	03/17	Business Mobile Deposit	550.00
☐	03/19	03/19	Goe E-Check Settlement *****0026514542	102.00
☐	03/19	03/19	Bankcard Settlement *****2000438939	1,848.00
☐	03/23	03/23	Bankcard Settlement *****2000438939	262.50
☐	03/23	03/23	Bankcard Settlement *****2000438939	346.50

Business Free Checking [redacted] $4,725.43 Continued

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/24	03/24	Goe E-Check Settlement *****0026541401	62.00
☐	03/25	03/25	Goe E-Check Settlement *****0026549596	85.00
☐	03/25	03/25	Bankcard Settlement *****2000438939	105.00
☐	03/26	03/26	Goe E-Check Settlement *****0026555117	145.00
☐	03/27	03/27	Goe E-Check Settlement *****0026560372	130.00
☐	03/27	03/27	Bankcard Settlement *****2000438939	527.75
☐	03/30	03/30	Bankcard Settlement *****2000438939	507.50
			Total Electronic Deposits	**$10,540.80**
			PAPER **Deposit #**	
☐	03/11	03/11	Customer Deposit	178.00
			Total Paper Deposits	**$178.00**

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/02	03/02	Bankcard Mthly Fees *****2000438939	233.52
☐	02/28	03/02	2710 Lifeaid Beverage Com888-5581113 CA	157.88
☐	03/03	03/03	Goemerchant Month Fee *****0026409413	1.10
☐	03/03	03/03	Goemerchant Month Fee *****0026409414	35.05
☐	03/03	03/03	Firstfund ACH Firstfund *****0026375528	46.74
☐	03/03	03/03	Wodify Wodifytst *****0026404554	167.65
☐	03/02	03/03	2710 Spotify Usa 877-7781161 NY	9.99
☐	03/04	03/04	Payroll Payroll 7719477	781.78
☐	03/06	03/06	Payroll Payroll 7719477	39.33
☐	03/06	03/06	Payroll Payroll 7719477	277.92
☐	03/10	03/10	Irs Usataxpymt *****7042662149	456.09
☐	03/09	03/10	2710 In *Johnson Business815-6959643 IL	375.00
☐	03/11	03/11	Il. Dept Of Reven Edi Pymnts*****512095584	109.74
☐	03/12	03/13	2710 Dnh*Madmimi0704127- 877-9606464 AZ	10.00
☐	03/13	03/16	2710 Lifeaid Beverage Com888-5581113 CA	143.38
☐	03/17	03/17	Payroll Payroll 7719477	15.73
☐	03/17	03/17	Payroll Payroll 7719477	55.06
☐	03/17	03/17	Payroll Payroll 7719477	195.99
☐	03/17	03/17	Payroll Payroll 7719477	645.56
☐	03/17	03/18	2710 Calendly Httpscalendl GA	15.00
☐	03/18	03/18	2710 Comcast Chicago Cs 1800-266-2278 IL	125.38
☐	03/18	03/18	Ipa United City Of Tranunite D City F07	154.48
☐	03/19	03/19	Payroll Payroll 7719477	129.50

Business Free Checking [redacted] $4,725.43 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/19	03/19	Nicor Gas Nicpayment *****69853	135.28
☐	03/19	03/19	Wav*Onep Inc 2243576637	506.00
☐	03/18	03/19	2710 Comm Ed Comm Pmt 800-334-7661 IL	261.02
☐	03/19	03/19	2710 Mnrd-Yorkville 1800 Yorkville IL	17.18
☐	03/20	03/20	2710 The Home Depot 6887 Yorkville IL	14.64
☐	03/26	03/26	Bankcard Pci Fee *****0026552101	80.00
☐	03/25	03/27	2710 Rogue 614-3586190 OH	25.00
☐	03/26	03/27	2710 Int*Quickbooks Onlin800-446-8848 CA	20.00
☐	03/26	03/27	2710 Ncfit Collective Www Wodify C.PA	129.00
☐	03/30	03/30	Online Transfer To Acct Ending 2272	500.00
☐	03/31	03/31	2710 Mnrd-Yorkville 1800 Yorkville IL	42.99
☐	03/31	03/31	2710 Mnrd-Yorkville 1800 Yorkville IL	14.35
			Total Electronic Withdrawals	**$5,927.33**
			PAPER	
☐	03/03	03/03	Check Image Check #1449	150.00
☐	03/17	03/17	Check Image Check #1451	150.00
☐	03/18	03/18	Check Image Check #1450	3,850.00
			Total Paper Withdrawals	**$4,150.00**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	1449	03/03	150.00	☐	1450	03/18	3,850.00	☐	1451	03/17	150.00

END OF STATEMENT

CONTACT INFORMATION

Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

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Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
TOTAL:							

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

_____ _____
Signature of Chief Executive Officer Date

_____
Typed Name of Chief Executive Officer

_____ _____
Name of Business FEIN #

_____ _____
Business Address DUNS #

_____
SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6989-159-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

NCTHOMPSON INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 07, 2014, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 26TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011700448 verifiable until 04/26/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*4*	*hourly*	*$ 30.00*	*83.5*	***$ 10,020.00***
Fringe Benefits	*0*	*0*	*$ -*	*0*	***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 3,850.00*	*2*	***$ 7,700.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 520.00*	*2*	***$ 1,040.00***
Telecommunications & Internet	*1*	*monthly*	*$ 150.00*	*2*	***$ 300.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 928.00*	*2*	***$ 1,856.00***
Supplies (office-related)	*1*	*monthly*	*$ 100.00*	*2*	***$ 200.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*weekly*	*$ 129.00*	*8*	***$ 1,032.00***
Other (specify): Credit Card Processing	*1*	*monthly*	*$ 570.00*	*2*	***$ 1,140.00***
Other (specify): Maintainenc / Repairs	*1*	*monthly*	*$ 650.00*	*2*	***$ 1,300.00***
Other (specify): Affliliate Fees / Business Insurance	*1*	*monthly*	*$ 500.00*	*2*	***$ 1,000.00***
					$ -
				State Total	***$ 25,588.00***

Total State-Funded Working Capital ***$ 25,588.00***

Working Capital Narrative (State):

Hourly employee compensation, monthly rent, utilities, internet, phone, gym cleaning / office supplies and cleaning service, affiliate fees for CrossFit name, and business liability insurance.

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, 634 Veterans Parkway, Unit F, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: COPA INC. DBA SALSA VERDE MEXICAN RESTAURANT & TAQUERIA

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in KENDALL County ☐ No

Supported Business Address 1: 634 VETERANSPKWY UNIT F

Supported Business Address 2:

Supported Business City: YORKVILLE

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number (815) 325-4147

Supported Business E-Mail Address: carlos@salsaverdeflavors.com

Supported Business FEIN or ITIN: 46-0815964

Supported Business DUNS (if not available, insert N./A): N/A

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5812

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: ARECHIGA
First Name: CLEMENT
Title: PRESIDENT
Daytime Phone: (815) 325-4147
Home Phone: (815) 325-4147
E-Mail: salsverderestaurant@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☑ No ☐ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Description	Quantity	Basis	Cost	Length of time	Capital Cost

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

Salsa Verde Restaurant is an independent, family-owned, fast-casual Mexican restaurant established in 2012 in Yorkville, IL. The current pandemic has affected our operation by 45% because we're limited on the operations of are restaurant and we are seeking funds to maintain our store running.

If approved, the funds from this program would be used towards the purchase of food through our different vendors (US Foods, GFS, Primos Quality Foods, Supreme Lobster,El Milagro, etc.) The fund would also cover the hourly wages of the staff members we continue to employ as we adapt to the present times selling food for carry out and delivery. Other expenses that are also needed have to do with things like rent, electricity, gas, garbage and utilities, which we are hoping to address with each respective party.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	12,618.96	YES	NO	4,311.30
December 31, 2018	73,823.18	YES	NO	5,183.89
December 31,2019	1,851.08	YES	NO	5,734.50
Current:				3,299.26

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		27,444.00
Personnel (Salary & Wages)	8,826.90	
Fringe Benefits	0.00	
Equipment	130.00	
Inventory	8,174.40	
Supplies	20.00	
Occupancy (Rent & Utilities)	4,569.00	
Telecommunications	0.00	
Other (Specify) ADVERTISING	412.54	
Other (Specify) MERCHAND FEES	944.43	
Other (Specify) VARIUS	3,186.60	
Total of All Expenditures		26,263.87
Monthly Net Income (Total Income – Total of All Expenditures)		1,180.13

Copa Inc. DBA Salsa Verde Restaurant
Profit & Loss
January 2020

		Jan 20
Ordinary Income/Expense		
Income		
4050 · Food Sales		27,444.00
Total Income		27,444.00
Cost of Goods Sold		
6020 · Food Purchases		8,107.40
6021 · Liquor Purchase		62.00
6030 · Sub-Contracted Services		2,818.70
6130 · Merchant Account Fees		944.43
6190 · Restaurant Supplies		18.38
Total COGS		11,950.91
Gross Profit		15,493.09
Expense		
6110 · Automobile Expense		
6111 · Gasoline	115.18	
6112 · Car Maintenances	242.78	
Total 6110 · Automobile Expense		357.96
6120 · Bank Service Charges		35.75
6160 · Dues and Subscriptions		454.00
6170 · Equipment Rental		130.00
6180 · Insurance Expense		188.89
6230 · Business Licenses and Permits		445.27
6250 · Postage and Delivery		190.00
6270 · Professional Fees		495.00
6280 · Uniforms		150.60
6300 · Repairs and Maintenance		81.76
6360 · Advertising and Promotion		412.54
6390 · Utilities		2,075.36
6400 · Waste & Removal Services		468.93
6600 · Payroll Expenses		
6601 · Wages	8,107.38	
6602 · Federal Unemployment Expense	48.63	
6603 · Medicare Expenses	117.56	
6604 · Social Security Expense	502.66	
6605 · IL - Unemployment Expense	50.67	
Total 6600 · Payroll Expenses		8,826.90
Total Expense		14,312.96
Net Ordinary Income		1,180.13
Other Income/Expense		
Other Income		
7020 · Sales Tax Discount		38.00
Total Other Income		38.00
Net Other Income		38.00
Net Income		**1,218.13**

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

February 29, 2020 through March 31, 2020
Account Number: 00000(

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-242-7338**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00001287 DRI 111 212 09220 NNNNNNNNNNN 1 000000000 67 0000
COPA INC
634 W VETERANS PKWY STE F
YORKVILLE IL 60560-2516

CHECKING SUMMARY

Chase BusinessSelect Checking

	INSTANCES	AMOUNT
Beginning Balance		**$1,624.77**
Deposits and Additions	68	36,158.52
Checks Paid	34	-16,861.79
ATM & Debit Card Withdrawals	21	-2,270.58
Electronic Withdrawals	14	-7,712.28
Other Withdrawals	3	-10,400.00
Fees	2	-68.00
Ending Balance	**142**	**$470.64**

The monthly service fee for this account was waived because you used at least $50.00 in other checking services during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/02	Deposit 1018621124	$333.00
03/02	Deposit 1018621126	177.00
03/02	Deposit 1018621129	150.00
03/02	Deposit 1018621122	75.00
03/02	Deposit 1018621128	53.00
03/02	Deposit 1018621125	15.00
03/02	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,139.48
03/02	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	787.30
03/03	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	2,450.08
03/03	Uber USA 6787 EDI Paymnt Jeaz9Nreuswaolc CCD ID: 3320456349	891.86
03/04	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	652.42
03/05	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,511.58
03/06	Deposit 1018621121	411.00
03/06	Deposit 1018621123	154.00
03/06	Deposit 1018621117	62.00
03/06	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	583.40
03/06	Grubhub Inc Feb Actvty 20030601-G7Aaxw CCD ID: 1261328194	255.27
03/06	Grubhub Inc Mar Actvty 20030604-G7Aaxw CCD ID: 1261328194	8.55
03/09	Deposit 1018621120	174.00

DEPOSITS AND ADDITIONS *(continued)*

DATE	DESCRIPTION	AMOUNT
03/09	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	2,560.57
03/09	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	810.50
03/10	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	843.91
03/10	Uber USA 6787 EDI Paymnt 6H2Vo0Qqa6A6X4Y CCD ID: 3320456349	659.10
03/11	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	555.33
03/12	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,847.68
03/13	Deposit 1018621115	182.00
03/13	Deposit 1018621112	158.00
03/13	Deposit 1018621108	115.00
03/13	Deposit 1018621119	96.00
03/13	Deposit 1018621118	83.00
03/13	Deposit 1018621114	70.00
03/13	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	425.21
03/13	Grubhub Inc Mar Actvty 20031311-G7Aaxw CCD ID: 1261328194	252.07
03/16	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,727.03
03/16	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,066.93
03/17	Deposit 1018621110	190.00
03/17	Deposit 1018621111	128.00
03/17	Deposit 1018621113	58.00
03/17	Deposit 1018621107	28.00
03/17	Deposit 1018621109	2.00
03/17	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,082.14
03/17	Uber USA 6787 EDI Paymnt K9Z7Tnl7X1Bemxp CCD ID: 3320456349	802.65
03/18	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	567.71
03/19	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	453.04
03/20	Deposit 1018621106	144.00
03/20	Deposit 1018621105	132.00
03/20	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	614.01
03/20	Grubhub Inc Mar Actvty 20032018-G7Aaxw CCD ID: 1261328194	179.57
03/23	Deposit 1018621102	139.00
03/23	Deposit 1018621104	25.00
03/23	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,464.39
03/23	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	517.93
03/24	Uber USA 6787 EDI Paymnt A3X1Rjxqmqz1Mmm CCD ID: 3320456349	1,195.19
03/24	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	634.68
03/25	Deposit 1018621101	75.00
03/25	Deposit 1018621099	52.00
03/25	Deposit 1018621100	7.00
03/25	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	415.85
03/26	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	753.43
03/27	Grubhub Inc Mar Actvty 20032725-G7Aaxw CCD ID: 1261328194	551.36
03/27	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	401.88
03/30	Deposit 1018621098	53.00
03/30	Deposit 1018621097	48.00
03/30	Deposit 1018621095	33.00
03/30	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	1,202.90
03/30	Bankcard Mtot Dep 542814160015056 CCD ID: 1470535472	692.18
03/31	Uber USA 6787 EDI Paymnt Gwe5Uaqgf19Xgfc CCD ID: 3320456349	1,486.86
03/31	Bankcard Btot Dep 542814160015056 CCD ID: 1470535472	692.48
Total Deposits and Additions		**$36,158.52**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1047 ^		03/06	$201.64
1048 ^		03/05	350.00
1049 ^	03/03	03/03	1,745.00
1050 ^		03/13	227.18
1051 ^		03/09	333.00
1053 * ^		03/17	1,970.00
1054 ^		03/24	100.00
1055 ^	03/25	03/25	600.00
1056 ^		03/31	383.80
1469 * ^		03/23	1,535.56
1477 * ^		03/17	95.89
1485 * ^		03/20	300.00
1486 ^		03/23	150.00
3642 * ^		03/02	500.00
3645 * ^		03/02	118.00
3650 * ^		03/16	350.00
3651 ^		03/13	500.00
3652 ^		03/06	406.24
3653 ^		03/05	177.53
3654 ^		03/09	56.58
3655 ^		03/10	250.00
3656 ^		03/05	363.30
3657 ^		03/12	300.00
3658 ^		03/04	315.56
3660 * ^		03/26	600.00
3661 ^		03/18	439.70
3662 ^		03/19	87.40
3663 ^		03/18	97.02
3664 ^		03/25	300.00
3665 ^		03/19	447.44
3666 ^		03/24	300.00
3667 ^		03/17	257.87
5851 * ^		03/02	1,591.56
5852 ^		03/10	1,411.52
Total Checks Paid			**$16,861.79**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	Card Purchase With Pin 03/02 Aldi 40042 Batavia IL Card 2117	$40.67
03/02	Recurring Card Purchase 02/29 State Farm Insurance 800-956-6310 IL Card 6328	94.34
03/02	Recurring Card Purchase 02/29 Amazon Prime*R594V3V Amzn.Com/Bill WA Card 2117	12.99
03/04	Card Purchase With Pin 03/04 Restaurant Depot Lombard IL Card 2117	289.09
03/06	Card Purchase 03/05 IN *Unidos Marketing N 779-2271444 IL Card 4865	75.00
03/06	Recurring Card Purchase 03/05 Empire Cooler Service 312-733-3900 IL Card 4865	130.00

ATM & DEBIT CARD WITHDRAWALS *(continued)*

DATE	DESCRIPTION		AMOUNT
03/09	Card Purchase	03/07 Epc Edge Pest Chicago 866-529-0864 IL Card 4865	149.99
03/11	Card Purchase	03/09 Caseys Yorkville Yorkville IL Card 6328	25.59
03/12	Card Purchase	03/11 Otter Tryotter.Com CA Card 4865	35.00
03/12	Recurring Card Purchase	03/11 IN *Hispanos Income Ta 630-5200151 IL Card 4865	495.00
03/12	Recurring Card Purchase	03/11 Fivestars Loyalty 860-5782770 CA Card 4865	279.00
03/16	Card Purchase	03/14 Amazon.Com*PC3WI2Rn3 Amzn.Com/Bill WA Card 2117	14.86
03/16	Card Purchase	03/14 Caseys Yorkville Yorkville IL Card 6328	21.10
03/16	Card Purchase	03/15 Shell Oil 10070040000 Oswego IL Card 6328	22.92
03/16	Card Purchase	03/15 Shell Oil 10070040000 Oswego IL Card 6328	14.50
03/17	Card Purchase With Pin	03/17 Shell Service S Yorkville IL Card 6328	20.51
03/20	Card Purchase	03/19 Sq *Adelante Design & P Gosq.Com IL Card 4865	175.10
03/23	Card Purchase With Pin	03/23 Shell Service S Aurora IL Card 6328	22.42
03/23	Card Purchase With Pin	03/23 Restaurant Depot Lombard IL Card 6328	325.35
03/30	Card Purchase With Pin	03/28 Aldi 40074 Oswego IL Card 2117	14.16
03/30	Recurring Card Purchase	03/30 Amazon Prime*Mx4Lr9E Amzn.Com/Bill WA Card 2117	12.99
Total ATM & Debit Card Withdrawals			**$2,270.58**

ATM & DEBIT CARD SUMMARY

Oswaldo Arechiga Santilla Card [redacted]

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$384.76
Total Card Deposits & Credits	$0.00

Carlos Arechiga Card [redacted]

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$1,339.09
Total Card Deposits & Credits	$0.00

Clemente A Arechiga Card [redacted]

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$546.73
Total Card Deposits & Credits	$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$2,270.58
Total Card Deposits & Credits	$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	Bankcard Mtot Disc 542814160015056 CCD ID: 1470535472	$796.23
03/03	Salsaverdemexica Elec Fee 496657 CCD ID: 3383693141	12.00
03/03	Salsaverdemexica Elec Fee 1104963 CCD ID: 3383693141	1.50
03/03	Salsaverdemexica Elec Fee 1104964 CCD ID: 3383693141	1.50
03/04	Salsaverdemexica Elec Fee 1103960 CCD ID: 3383693141	1.05
03/04	Salsaverdemexica Elec Fee 1104963 CCD ID: 3383693141	0.75
03/05	03/05 Online Payment 9266952046 To George Kappos	2,719.65
03/05	Irs Usataxpymt 270046500751968 CCD ID: 3387702000	1,000.01
03/06	IL Dept of Reven EDI Pymnts 00001505963872 CCD ID: 5555566257	174.64
03/09	Groupon, Inc. N300050242 D3105102798 CCD ID: 9101654000	184.76

ELECTRONIC WITHDRAWALS *(continued)*

DATE	DESCRIPTION	AMOUNT
03/11	Gordon Food Serv AR Payment 1000-100140435 CCD ID: 1381249848	1,041.02
03/17	Irs Usataxpymt 270047735967121 CCD ID: 3387702000	1,050.33
03/18	IL Dept of Reven EDI Pymnts 00000982409056 CCD ID: 5555566257	184.78
03/31	Gordon Food Serv AR Payment 1000-100105704 CCD ID: 1381249848	544.06
Total Electronic Withdrawals		**$7,712.28**

OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/13	03/13 Withdrawal	$900.00
03/20	03/20 Withdrawal	1,000.00
03/31	03/31 Withdrawal	8,500.00
Total Other Withdrawals		**$10,400.00**

FEES

DATE	DESCRIPTION	AMOUNT
03/05	Insufficient Funds Fee For Check #1048 IN The Amount of $350.00	$34.00
03/05	Insufficient Funds Fee For Check #3653 IN The Amount of $177.53	34.00
Total Fees		**$68.00**

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/02	$1,200.76	03/12	3,038.09	03/23	3,530.84
03/03	2,782.70	03/13	2,792.19	03/24	4,960.71
03/04	2,828.67	03/16	5,162.77	03/25	4,610.56
03/05	-338.24	03/17	4,058.96	03/26	4,763.99
03/06	148.46	03/18	3,905.17	03/27	5,717.23
03/09	2,969.20	03/19	3,823.37	03/30	7,719.16
03/10	2,810.69	03/20	3,417.85	03/31	470.64
03/11	2,299.41				

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	71
Deposits / Credits	68
Deposited Items	0
Transaction Total	**139**

SERVICE FEE CALCULATION	AMOUNT
Service Fee	$0.00
Service Fee Credit	$0.00
Net Service Fee	**$0.00**
Excessive Transaction Fees (Above 200)	$0.00
Total Service Fees	**$0.00**

SERVICE CHARGE SUMMARY *(continued)*

CASH PROCESSING	AMOUNT
Cash Deposits Immediate Verification	$3,422.00
Cash Deposits Post Verification/Night Drop	$0.00
Cash Deposits Total	**$3,422.00**
Cash Deposits Allowed	$7,500.00
Excess Cash Deposits	**$0.00**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

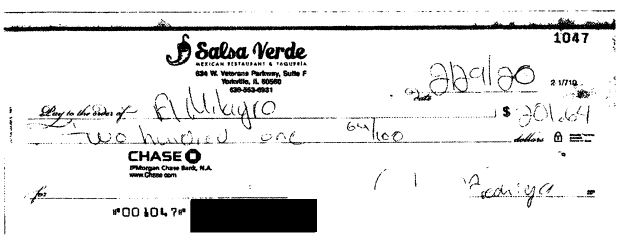
IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

EQUAL HOUSING LENDER **JPMorgan Chase Bank, N.A. Member FDIC**

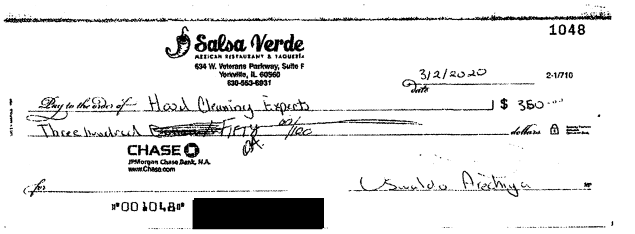
IMAGES

ACCOUNT # 00000[redacted]

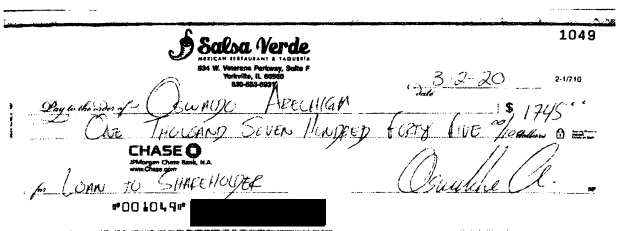
See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.



005980860423 MAR 06 #0000001047 $201.64



009990661318 MAR 05 #0000001048 $350.00



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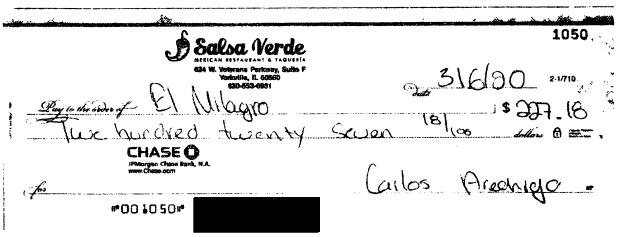

006670750309 MAR 13 #0000001050 $227.18

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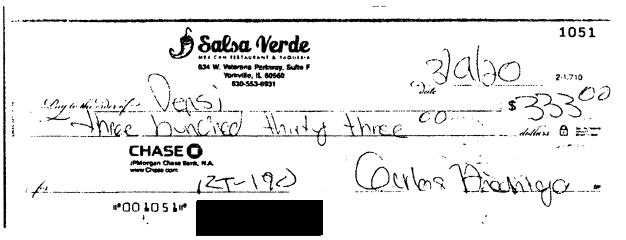
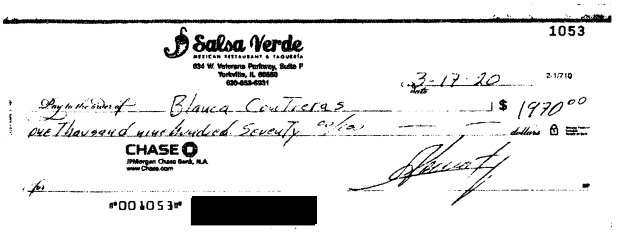
ACCOUNT # 00000(

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.



008690589245 MAR 09 #0000001051 $333.00



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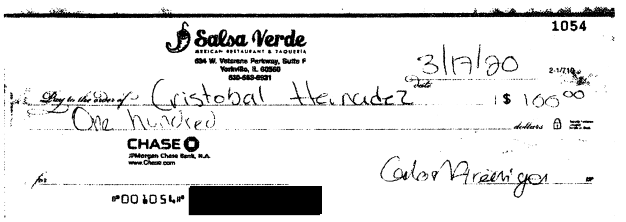

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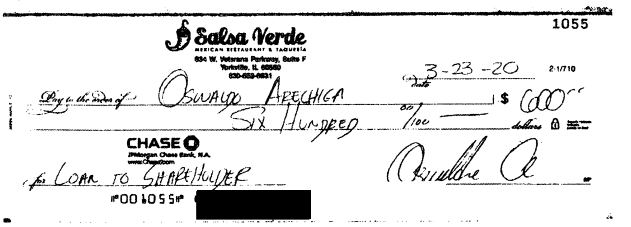

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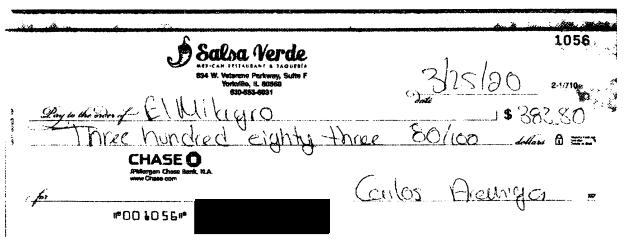
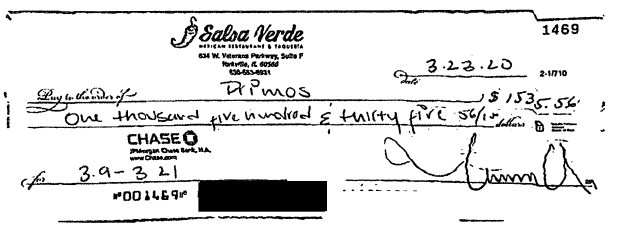


008670366462 MAR 31 #0000001056 $383.80



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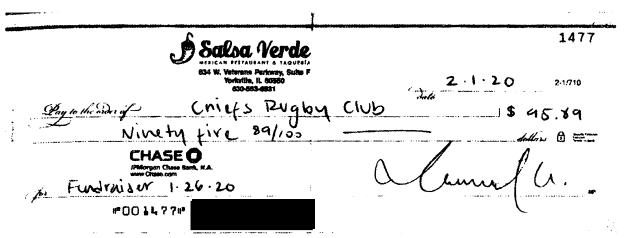
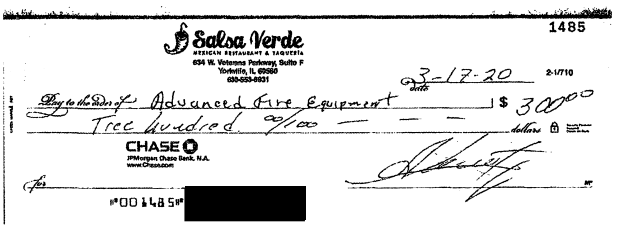
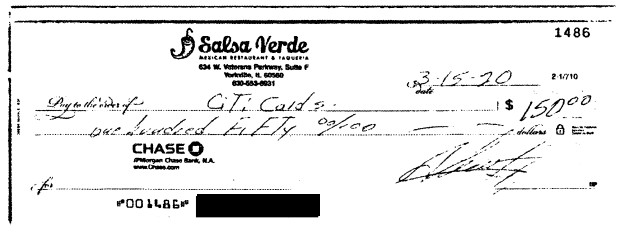


006090776797 MAR 17 #0000001477 $95.89



003170900662 MAR 20 #0000001485 $300.00



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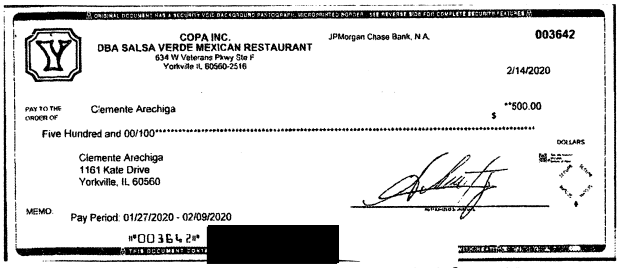
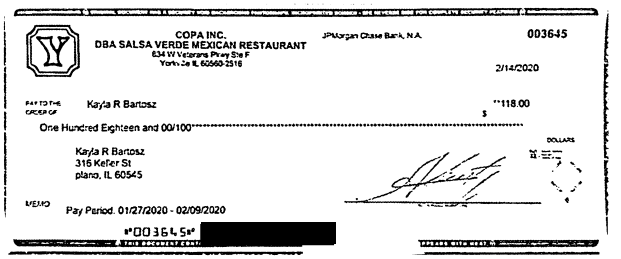


004870458738 MAR 02 #0000003642 $500.00

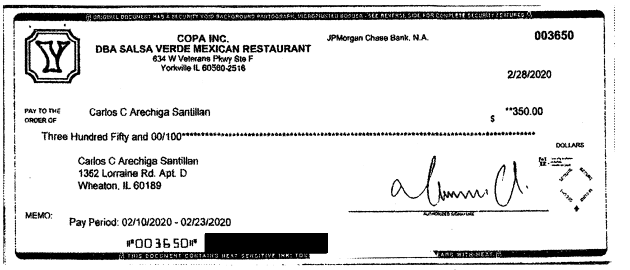
IMAGES *(continued)*

ACCOUNT # 00000

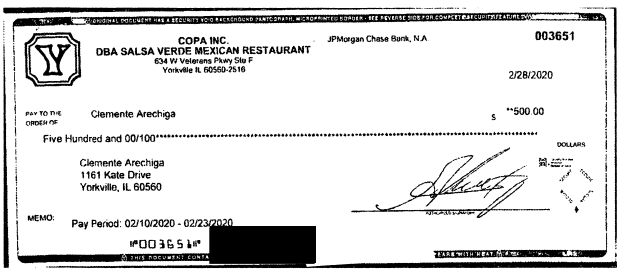
See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003645
2/14/2020
PAY TO THE ORDER OF Kayla R Bartosz $ **118.00
One Hundred Eighteen and 00/100**********
DOLLARS
Kayla R Bartosz
316 Keller St
plano, IL 60545
MEMO Pay Period: 01/27/2020 - 02/09/2020
⑈003645⑈ [redacted]

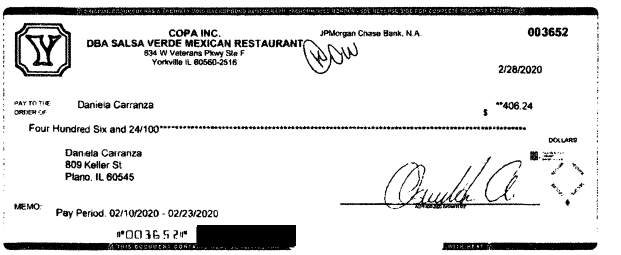
008870146387 MAR 02 #0000003645 $118.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003650
2/28/2020
PAY TO THE ORDER OF Carlos C Arechiga Santillan $ **350.00
Three Hundred Fifty and 00/100**********
DOLLARS
Carlos C Arechiga Santillan
1362 Lorraine Rd. Apt. D
Wheaton, IL 60189
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003650⑈ [redacted]

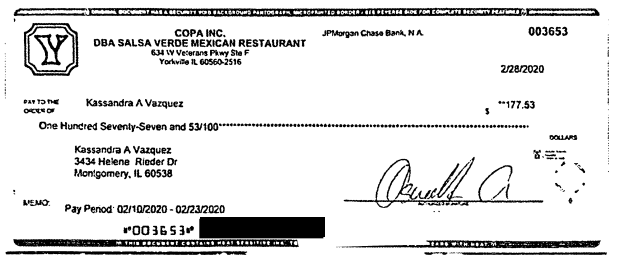
003090650358 MAR 16 #0000003650 $350.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003651
2/28/2020
PAY TO THE ORDER OF Clemente Arechiga $ **500.00
Five Hundred and 00/100**********
DOLLARS
Clemente Arechiga
1161 Kate Drive
Yorkville, IL 60560
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003651⑈ [redacted]

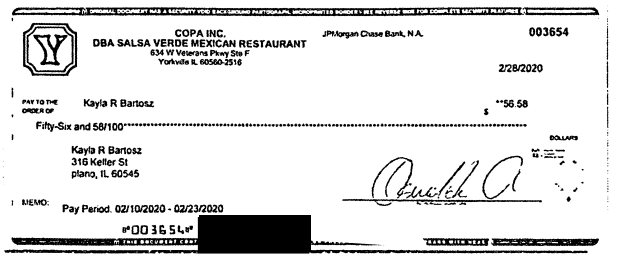
009180018957 MAR 13 #0000003651 $500.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003652
2/28/2020
PAY TO THE ORDER OF Daniela Carranza $ **406.24
Four Hundred Six and 24/100**********
DOLLARS
Daniela Carranza
809 Keller St
Plano, IL 60545
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003652⑈ [redacted]

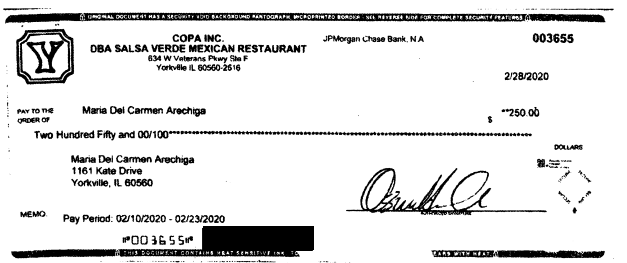
003290402706 MAR 06 #0000003652 $406.24


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003653
2/28/2020
PAY TO THE ORDER OF Kassandra A Vazquez $ **177.53
One Hundred Seventy-Seven and 53/100**********
DOLLARS
Kassandra A Vazquez
3434 Helene Rieder Dr
Montgomery, IL 60538
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003653⑈ [redacted]

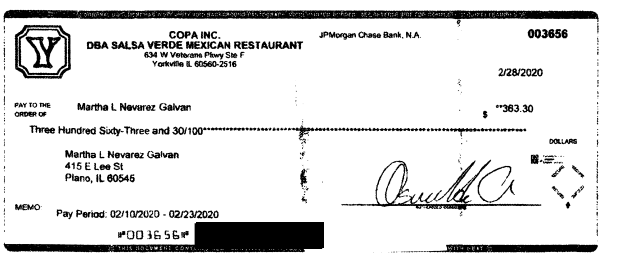
002470758563 MAR 05 #0000003653 $177.53


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003654
2/28/2020
PAY TO THE ORDER OF Kayla R Bartosz $ **56.58
Fifty-Six and 58/100**********
DOLLARS
Kayla R Bartosz
316 Keller St
plano, IL 60545
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003654⑈ [redacted]

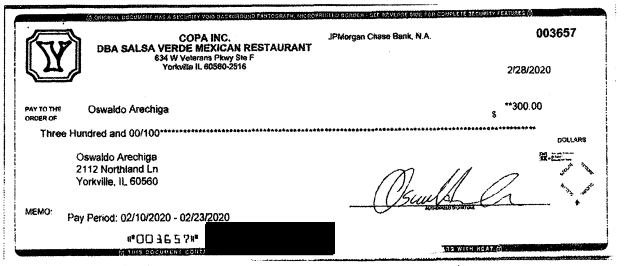
005480344738 MAR 09 #0000003654 $56.58


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003655
2/28/2020
PAY TO THE ORDER OF Maria Del Carmen Arechiga $ **250.00
Two Hundred Fifty and 00/100**********
DOLLARS
Maria Del Carmen Arechiga
1161 Kate Drive
Yorkville, IL 60560
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003655⑈ [redacted]

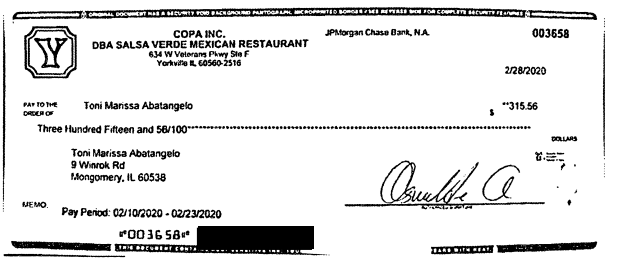
003170579931 MAR 10 #0000003655 $250.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003656
2/28/2020
PAY TO THE ORDER OF Martha L Nevarez Galvan $ **363.30
Three Hundred Sixty-Three and 30/100**********
DOLLARS
Martha L Nevarez Galvan
415 E Lee St
Plano, IL 60545
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003656⑈ [redacted]

003580089197 MAR 05 #0000003656 $363.30


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003657
2/28/2020
PAY TO THE ORDER OF Oswaldo Arechiga $ **300.00
Three Hundred and 00/100**********
DOLLARS
Oswaldo Arechiga
2112 Northland Ln
Yorkville, IL 60560
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003657⑈ [redacted]

003390791035 MAR 12 #0000003657 $300.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003658
2/28/2020
PAY TO THE ORDER OF Toni Marissa Abatangelo $ **315.56
Three Hundred Fifteen and 56/100**********
DOLLARS
Toni Marissa Abatangelo
9 Winrok Rd
Mongomery, IL 60538
MEMO: Pay Period: 02/10/2020 - 02/23/2020
⑈003658⑈ [redacted]

002190812201 MAR 04 #0000003658 $315.56

IMAGES *(continued)*

ACCOUNT # 00000

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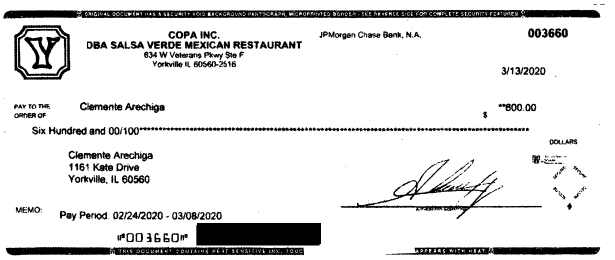
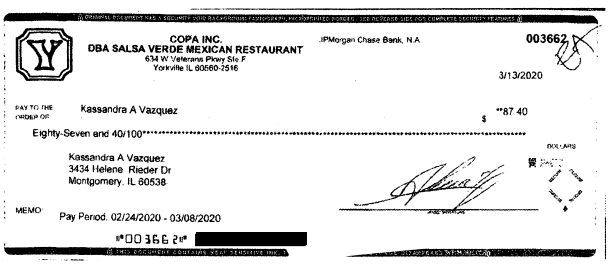

COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003660
3/13/2020
PAY TO THE ORDER OF Clemente Arechiga $ **800.00
Six Hundred and 00/100**********
DOLLARS
Clemente Arechiga
1161 Kate Drive
Yorkville, IL 60560
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003660⑈ [redacted]

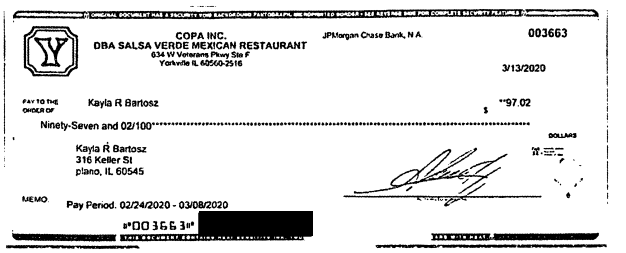
004670678976 MAR 26 #0000003660 $600.00

COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003661
3/13/2020
PAY TO THE ORDER OF Daniela Carranza $ **439.70
Four Hundred Thirty-Nine and 70/100**********
DOLLARS
Daniela Carranza
809 Keller St
Plano, IL 60545
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003661⑈ [redacted]

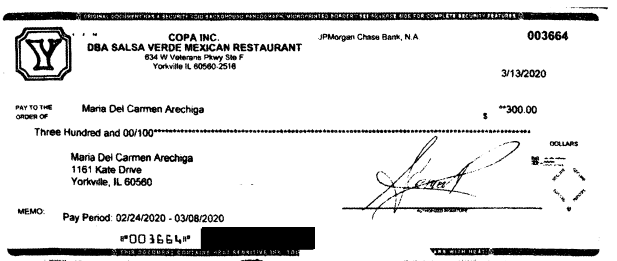
003290278220 MAR 18 #0000003661 $439.70


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003662
3/13/2020
PAY TO THE ORDER OF Kassandra A Vazquez $ **87.40
Eighty-Seven and 40/100**********
DOLLARS
Kassandra A Vazquez
3434 Helene Rieder Dr
Montgomery, IL 60538
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003662⑈ [redacted]

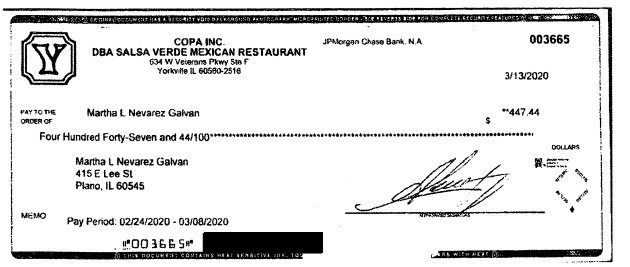
004580633522 MAR 19 #0000003662 $87.40


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003663
3/13/2020
PAY TO THE ORDER OF Kayla R Bartosz $ **97.02
Ninety-Seven and 02/100**********
DOLLARS
Kayla R Bartosz
316 Keller St
plano, IL 60545
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003663⑈ [redacted]

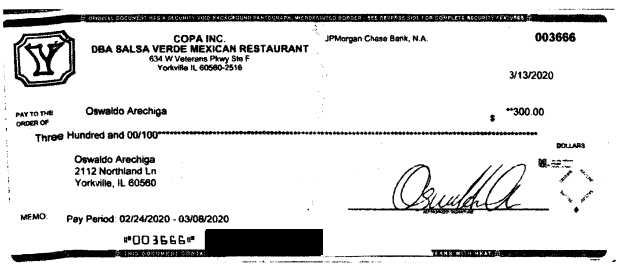
003390709849 MAR 18 #0000003663 $97.02


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003664
3/13/2020
PAY TO THE ORDER OF Maria Del Carmen Arechiga $ **300.00
Three Hundred and 00/100**********
DOLLARS
Maria Del Carmen Arechiga
1161 Kate Drive
Yorkville, IL 60560
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003664⑈ [redacted]

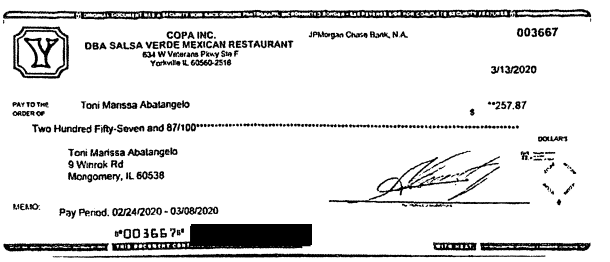
005480158421 MAR 25 #0000003664 $300.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003665
3/13/2020
PAY TO THE ORDER OF Martha L Nevarez Galvan $ **447.44
Four Hundred Forty-Seven and 44/100**********
DOLLARS
Martha L Nevarez Galvan
415 E Lee St
Plano, IL 60545
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003665⑈ [redacted]

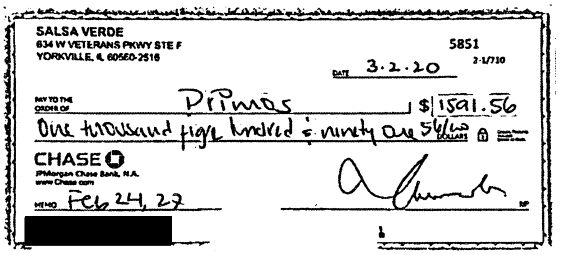
004580153761 MAR 19 #0000003665 $447.44


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003666
3/13/2020
PAY TO THE ORDER OF Oswaldo Arechiga $ **300.00
Three Hundred and 00/100**********
DOLLARS
Oswaldo Arechiga
2112 Northland Ln
Yorkville, IL 60560
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003666⑈ [redacted]

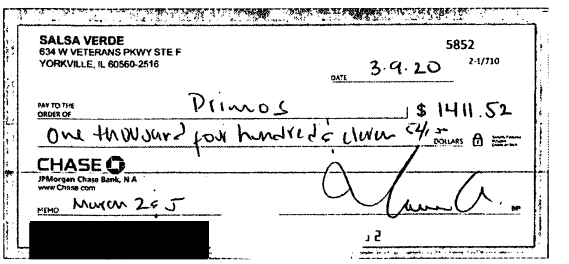
004090232120 MAR 24 #0000003666 $300.00


COPA INC.
DBA SALSA VERDE MEXICAN RESTAURANT
634 W Veterans Pkwy Ste F
Yorkville IL 60560-2516
JPMorgan Chase Bank, N.A.
003667
3/13/2020
PAY TO THE ORDER OF Toni Marissa Abatangelo $ **257.87
Two Hundred Fifty-Seven and 87/100**********
DOLLARS
Toni Marissa Abatangelo
9 Winrok Rd
Mongomery, IL 60538
MEMO: Pay Period: 02/24/2020 - 03/08/2020
⑈003667⑈ [redacted]

009990543082 MAR 17 #0000003667 $257.87


SALSA VERDE
634 W VETERANS PKWY STE F
YORKVILLE, IL 60560-2516
5851
DATE 3.2.20
2-1/710
PAY TO THE ORDER OF Primos $ 1591.56
One thousand five hundred ninety one 56/100 DOLLARS
CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
MEMO Feb 24, 27 [redacted]

007980237097 MAR 02 #0000005851 $1,591.56

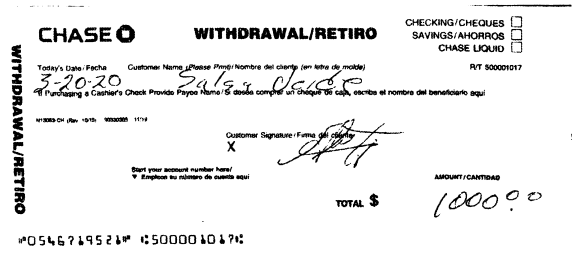

SALSA VERDE
634 W VETERANS PKWY STE F
YORKVILLE, IL 60560-2516
5852
DATE 3.9.20
2-1/710
PAY TO THE ORDER OF Primos $ 1411.52
One thousand four hundred eleven 52/100 DOLLARS
CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
MEMO Menu 2 of 5 [redacted]

002290690766 MAR 10 #0000005852 $1,411.52

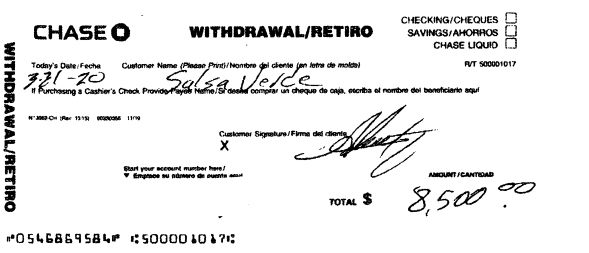
IMAGES *(continued)*

ACCOUNT # 00000

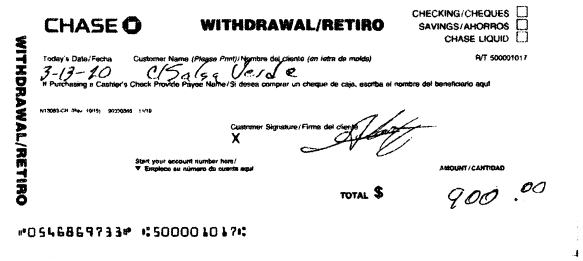
See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.


CHASE WITHDRAWAL/RETIRO
CHECKING/CHEQUES
SAVINGS/AHORROS
CHASE LIQUID
Today's Date/Fecha 3-20-20
Customer Name (Please Print)/Nombre del cliente (en letra de molde) Salsa Voice
R/T 500001017
If Purchasing a Cashier's Check Provide Payee Name/Si desea comprar un cheque de caja, escriba el nombre del beneficiario aquí
Customer Signature/Firma del cliente X
Start your account number here/ Empiece su número de cuenta aquí
AMOUNT/CANTIDAD
TOTAL $ 1000.00
WITHDRAWAL/RETIRO
⑈054671495214⑈ ⑆500001017⑆

001070638625 MAR 20 #0000000000 $1,000.00


CHASE WITHDRAWAL/RETIRO
CHECKING/CHEQUES
SAVINGS/AHORROS
CHASE LIQUID
Today's Date/Fecha 3-31-20
Customer Name (Please Print)/Nombre del cliente (en letra de molde) Salsa Voice
R/T 500001017
If Purchasing a Cashier's Check Provide Payee Name/Si desea comprar un cheque de caja, escriba el nombre del beneficiario aquí
Customer Signature/Firma del cliente X
Start your account number here/ Empiece su número de cuenta aquí
AMOUNT/CANTIDAD
TOTAL $ 8,500.00
WITHDRAWAL/RETIRO
⑈054686958⑈ ⑆500001017⑆

009890110950 MAR 31 #0000000000 $8,500.00


CHASE WITHDRAWAL/RETIRO
CHECKING/CHEQUES
SAVINGS/AHORROS
CHASE LIQUID
Today's Date/Fecha 3-13-20
Customer Name (Please Print)/Nombre del cliente (en letra de molde) C/Salsa Voice
R/T 500001017
If Purchasing a Cashier's Check Provide Payee Name/Si desea comprar un cheque de caja, escriba el nombre del beneficiario aquí
Customer Signature/Firma del cliente X
Start your account number here/ Empiece su número de cuenta aquí
AMOUNT/CANTIDAD
TOTAL $ 900.00
WITHDRAWAL/RETIRO
⑈054686973⑈ ⑆500001017⑆

009180125306 MAR 13 #0000000000 $900.00

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
BRIANA M. BARTONZ	5053	☑	☐	☐	☐	☑	☐
CARLOS C. ARECHIGA	1038	☑	☐	☑	☐	☐	☐
CLEMENTE ARECHIGA	5379	☑	☐	☑	☐	☐	☐
DANIELA CARRANZA	6587	☑	☐	☐	☐	☑	☐
KASSANDRA A. VAQUEZ	9988	☑	☐	☐	☐	☑	☐
KAYLA R. BARTOSZ	9924	☑	☐	☐	☐	☑	☐
MARIA DEL CARMEN ARECHIGA	5192	☑	☐	☑	☐	☐	☐
OSWALDO ARECHIGA	1735	☑	☐	☑	☐	☐	☐
TONI MARISSA ABATANGELO	9988	☑	☐	☐	☐	☑	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
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		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
TOTAL:		9					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

X _____ 4-28-20

Signature of Chief Executive Officer — Date

CLEMENTE ARECHIGA

Typed Name of Chief Executive Officer

COPA INC. DBA SALSA VERDE MEXICAN RESTAURANT & TAQUERIA — 46-0815964

Name of Business — FEIN #

634 W VETERANS PKWY UNIT F YORKVILLE IL 60560 — N/A

Business Address — DUNS #

5812

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 27 day of APRIL, 2020 by and between the City of YORKVILLE ("Unit of Local Government") and COPA, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $25,000.00 representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
CLEMENTE ARECHIGA

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6863-727-9

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COPA, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 20, 2012, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 28TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011903056 verifiable until 04/28/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

ax

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*Monthy*	*$ 9,367.88*	*2*	***$ 18,735.76***
Merchand Fees	*1*	*Monthy*	*$ 838.51*	*2*	***$ 1,677.02***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthy*	*$ 2,719.65*	*2*	***$ 5,439.30***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthy*	*$ 1,935.48*	*2*	***$ 3,870.96***
Advertising	*1*	*Monthy*	*$ 316.00*	*2*	***$ 632.00***
Inventory/Goods Necessary to do Business	*1*	*Monthy*	*$ 8,169.40*	*2*	***$ 16,338.80***
Supplies (office-related)	*1*	*Monthy*	*$ 6.35*	*2*	***$ 12.70***
Contractual Services (pest control, cleaning, etc.)	*1*	*Monthy*	*$ 478.13*	*2*	***$ 956.26***
Repairs & Maintenances	*1*	*Monthy*	*$ 244.49*	*2*	***$ 488.98***
Uniforms	*1*	*Monthy*	*$ 135.00*	*2*	***$ 270.00***
Car Expenses	*1*	*Monthy*	*$ 197.70*	*2*	***$ 395.40***
Bank Service Fee	*1*	*Monthy*	*$ 153.26*	*2*	***$ 306.52***
Dues & Suscriptions	*1*	*Monthy*	*$ 51.45*	*2*	***$ 102.90***
Equipment Rent	*1*	*Monthy*	*$ 156.86*	*2*	***$ 313.72***
Insurance	*1*	*Monthy*	*$ 256.90*	*2*	***$ 513.80***
Business Licenses and Permits	*1*	*Monthy*	*$ 293.00*	*2*	***$ 586.00***
Postage Service	*1*	*Monthy*	*$ 164.45*	*2*	***$ 328.90***
Professional Fees	*1*	*Monthy*	*$ 564.17*	*2*	***$ 1,128.34***
				State Total	***$ 52,097.36***
			Total State-Funded Working Capital		***$ 52,097.36***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: Sterchi Chiropractic, S.C.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☑ No

Supported Business Address 1: 54 W. Countryside Pkwy.

Supported Business Address 2: Ste. D

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-553-8393

Supported Business E-Mail Address: drjason@sterchichiropractic.com

Supported Business FEIN or ITIN: 262402438

Supported Business DUNS (if not available, insert N./A): 19897410

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 8041

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Sterchi
First Name: Jason
Title: President
Daytime Phone: 630-553-8393
Home Phone: 630-873-0724
E-Mail: jesterchi77@msn.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: EIDL Grant Amount Received: $8000.00

Funding Program Name: _____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

See GATA budget xls

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

Sterchi Chiropractic, S.C. is an evidence-based phyiscal medicine practice located in Yorkville, IL. We have been in operation in Yorkville since 2008. We offer chiropractic care, physical therapy, massage therapy, and weight loss to Yorkville and the surrounding communities. We have seen a significant decrease in our business operations due to the COVID-19 virus. We have seen a 50-60% loss in revenue specifically due to the virus limiting the patients we see and restrictions from some patients being seen in our office. Specific use of these funds will be used to support payroll costs to avoid employee layoffs and cover business expenses such as rent, utilities, and office expenses related to providing ongoing healthcare to our community due to the unexpected and sudden loss of revenue.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)	Cash Balance
December 31, 2017	81687.96	Yes	No	24686.33
December 31, 2018	78609.58	Yes	No	26514.86
December 31,2019	146622.15	Yes	No	26037.13
Current:				19169.28

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		45496.61
Personnel (Salary & Wages)	15027.51	
Fringe Benefits		
Equipment	552.21	
Inventory	85.89	
Supplies	750.94	
Occupancy (Rent & Utilities)	3875.38	
Telecommunications	805.48	
Other (Specify) cost of goods (Ideal Protein)	11550.97	
Other (Specify) Medical Billing Company	1822.37	
Other (Specify) contractural services	552.21	
Total of All Expenditures		35022.96
Monthly Net Income (Total Income – Total of All Expenditures)		10473.65

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

February 29, 2020 through March 31, 2020
Primary Account: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	**www.Chase.com**
Service Center:	**1-877-425-8100**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00024685 DRE 111 212 09220 NNNNNNNNNNN 1 000000000 67 0000
STERCHI CHIROPRACTIC SC
54 W COUNTRYSIDE PKWY STE D
YORKVILLE IL 60560-1965

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessClassic [redacted]	$5,958.50	$8,887.76
Chase Business Select High Yield Savings	10,781.29	10,281.52
Total	**$16,739.79**	**$19,169.28**

TOTAL ASSETS	**$16,739.79**	**$19,169.28**

CHASE BUSINESSCLASSIC

STERCHI CHIROPRACTIC SC

Account Number: [redacted]

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		**$5,958.50**
Deposits and Additions	45	55,162.67
Checks Paid	10	-5,841.27
ATM & Debit Card Withdrawals	1	-500.00
Electronic Withdrawals	25	-45,892.14
Ending Balance	**81**	**$8,887.76**

Your account ending in 5236 is linked to this account for overdraft protection.

Your monthly service fee was waived because you maintained an average checking balance of $5,000 or more during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/02	Deposit 1090281003	$5,024.54
03/02	Paymentech Deposit 5178452 CCD ID: 1020401225	1,792.82
03/02	Synchrony Bank Btot Dep 534812028029108 CCD ID: 3061537262	270.30
03/02	Paymentech Deposit 5178452 CCD ID: 1020401225	235.00
03/02	Synchrony Bank Btot Dep 534812028029108 CCD ID: 3061537262	58.86
03/03	Paymentech Deposit 5178452 CCD ID: 1020401225	1,671.81
03/04	Paymentech Deposit 5178452 CCD ID: 1020401225	369.17
03/04	Unitedhealthcare Hcclaimpmt 262402438 CCD ID: 1411289245	131.20
03/05	Paymentech Deposit 5178452 CCD ID: 1020401225	1,901.23
03/06	Bcbs Illinois Hcclaimpmt C20064E12169620 CCD ID: 5555599643	1,620.61
03/06	Bcbs Illinois Hcclaimpmt C20064E12169630 CCD ID: 5555599643	1,049.89
03/06	Paymentech Deposit 5178452 CCD ID: 1020401225	790.84
03/09	Deposit 1090281025	2,258.20
03/09	Paymentech Deposit 5178452 CCD ID: 1020401225	1,992.20
03/09	Paymentech Deposit 5178452 CCD ID: 1020401225	450.24
03/09	Synchrony Bank Btot Dep 534812028029108 CCD ID: 3061537262	58.86
03/10	Paymentech Deposit 5178452 CCD ID: 1020401225	1,392.74
03/11	Online Transfer From Mma ...5236 Transaction#: 9289654181	5,000.00
03/11	Paymentech Deposit 5178452 CCD ID: 1020401225	404.51
03/11	Unitedhealthcare Hcclaimpmt 262402438 CCD ID: 1411289245	96.00
03/12	Paymentech Deposit 5178452 CCD ID: 1020401225	1,681.04
03/13	Paymentech Deposit 5178452 CCD ID: 1020401225	2,205.75
03/13	Bcbs Illinois Hcclaimpmt C20071E12720880 CCD ID: 5555599643	1,333.18
03/13	Bcbs Illinois Hcclaimpmt C20071E12720870 CCD ID: 5555599643	904.67
03/16	Paymentech Deposit 5178452 CCD ID: 1020401225	2,248.77
03/16	Paymentech Deposit 5178452 CCD ID: 1020401225	669.17
03/16	Synchrony Bank Btot Dep 534812028029108 CCD ID: 3061537262	188.35
03/17	Paymentech Deposit 5178452 CCD ID: 1020401225	1,650.37
03/18	Unitedhealthcare Hcclaimpmt 262402438 CCD ID: 1411289245	96.00
03/19	Paymentech Deposit 5178452 CCD ID: 1020401225	1,902.95
03/20	Bcbs Illinois Hcclaimpmt C20078E13264510 CCD ID: 5555599643	1,621.60
03/20	Bcbs Illinois Hcclaimpmt C20078E13264500 CCD ID: 5555599643	1,193.31
03/20	Paymentech Deposit 5178452 CCD ID: 1020401225	1,075.18
03/23	Deposit 1090531204	1,018.63
03/23	Paymentech Deposit 5178452 CCD ID: 1020401225	904.27
03/23	Paymentech Deposit 5178452 CCD ID: 1020401225	273.00
03/24	Paymentech Deposit 5178452 CCD ID: 1020401225	1,087.51
03/26	Paymentech Deposit 5178452 CCD ID: 1020401225	2,055.50
03/27	ATM Check Deposit 03/27 110 E Veterans Pkwy Yorkville IL Card 3577	1,560.06
03/27	Bcbs Illinois Hcclaimpmt C20085E13772430 CCD ID: 5555599643	895.02
03/27	Bcbs Illinois Hcclaimpmt C20085E13772420 CCD ID: 5555599643	449.73
03/27	Bcbs Illinois Hcclaimpmt C20085E13772440 CCD ID: 5555599643	196.34
03/30	Paymentech Deposit 5178452 CCD ID: 1020401225	1,396.91
03/30	Paymentech Deposit 5178452 CCD ID: 1020401225	93.54
03/31	Paymentech Deposit 5178452 CCD ID: 1020401225	1,892.80
Total Deposits and Additions		**$55,162.67**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
3333 ^		03/06	$3,400.00
3334 ^		03/09	165.23
3335 ^		03/09	300.00
3336 ^		03/13	118.00
3337 ^		03/09	800.00
3338 ^		03/09	385.00
3339 ^		03/16	307.80
3340 ^		03/12	113.77
3341 ^		03/30	185.00
3342 ^		03/30	66.47
Total Checks Paid			**$5,841.27**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION		AMOUNT
03/10	ATM Withdrawal	03/10 110 E Veterans Pkwy Yorkville IL Card 3577	$500.00
Total ATM & Debit Card Withdrawals			**$500.00**

ATM & DEBIT CARD SUMMARY

DR Jason E Sterchi Card [redacted]

Total ATM Withdrawals & Debits	$500.00
Total Card Purchases	$0.00
Total Card Deposits & Credits	$1,560.06

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	$500.00
Total Card Purchases	$0.00
Total Card Deposits & Credits	$1,560.06

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	Quickpay With Zelle Payment To DR. Jason E. Sterchi 9253280630	$1,500.00
03/02	Nelnet Loan Serv Payment PPD ID: F840748903	966.39
03/02	Paymentech Fee 5178452 CCD ID: 1020401225	885.93
03/02	HSA Bank Plan Contr 9004560575 Web ID: 1390634250	150.00
03/03	Vanguard Group Retire Pln Rrk6Wwi18298045 CCD ID: 2Spds	757.50
03/04	S1 Savings Bank Premium PPD ID: 043117253	325.00
03/05	03/05 Payment To Chase Card Ending IN 0375	5,000.00
03/06	03/06 Online Transfer To Mma ...5236 Transaction#: 9213005934	2,500.00
03/09	HSA Bank Plan Contr 9004560575 Web ID: 1390634250	150.00
03/10	Northwestern Mu Isa Paymnt PPD ID: 9000596067	141.00
03/12	2507 Sterchi C Payroll 2507 CCD ID: 1931243970	11,301.80

ELECTRONIC WITHDRAWALS *(continued)*

DATE	DESCRIPTION	AMOUNT
03/16	IL Dept of Reven EDI Pymnts 20Sbr000016179 CCD ID: 5555566257	2,340.00
03/16	Vanguard Group Retire Pln Rrk6Wwi32347314 CCD ID: 2Spds	1,791.12
03/16	Nelnet Loan Serv Payment PPD ID: F840748903	1,000.46
03/16	Gmf Lease Wu Gmfleas PPD ID: 9164464203	714.79
03/16	HSA Bank Plan Contr 9004560575 Web ID: 1390634250	150.00
03/20	03/20 Online Transfer To Mma ...5236 Transaction#: 9269901932	2,500.00
03/20	Prudential Ins Prem 2L9598109020079 Web ID: 9478857501	215.69
03/23	HSA Bank Plan Contr 9004560575 Web ID: 1390634250	150.00
03/25	03/25 Payment To Chase Card Ending IN 0375	1,000.00
03/25	Quickpay With Zelle Payment To DR. Jason E. Sterchi 9350644379	1,500.00
03/26	2507 Sterchi C Payroll 2507 CCD ID: 1931243970	8,862.14
03/30	Vanguard Group Retire Pln Rrk6Wwi47473545 CCD ID: 2Spds	635.00
03/30	HSA Bank Plan Contr 9004560575 Web ID: 1390634250	150.00
03/31	Health Care Serv Obppaymt 3529494984 CCD ID: 3000027465	1,205.32
Total Electronic Withdrawals		**$45,892.14**

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
03/02	$9,837.70	03/12	4,866.94	03/23	12,864.28
03/03	10,752.01	03/13	9,192.54	03/24	13,951.79
03/04	10,927.38	03/16	5,994.66	03/25	11,451.79
03/05	7,828.61	03/17	7,645.03	03/26	4,645.15
03/06	5,389.95	03/18	7,741.03	03/27	7,746.30
03/09	8,349.22	03/19	9,643.98	03/30	8,200.28
03/10	9,100.96	03/20	10,818.38	03/31	8,887.76
03/11	14,601.47				

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	30
Deposits / Credits	44
Deposited Items	42
Transaction Total	**116**

SERVICE FEE CALCULATION	AMOUNT
Service Fee	$12.00
Service Fee Credit	-$12.00
Net Service Fee	**$0.00**
Excessive Transaction Fees (Above 0)	$0.00
Total Service Fees	**$0.00**

CHASE

24c

February 29, 2020 through March 31, 2020
Primary Account: [redacted]

STOP PAYMENT RENEWAL NOTICE

ACCOUNT NUMBER [redacted]

BANK NUMBER
111

The following Stop Payments will automatically renew for a 1-year period. You can revoke a current stop payment via your online channel (Chase.com or JPM ACCESS) or by calling the number on your statement or contacting your Customer Service Representative.

REVOKE STOP	SEQUENCE NUMBER	DATE ENTERED	RENEWAL DATE	LOW RANGE OR CHECK NUMBER	HIGH RANGE OR AMOUNT
☐	0000001-01	06/06/16	06/06/20	2721	$7,191.30

Sterchi Chiropractic SC
54 W Countryside Pkwy Ste D
Yorkville IL 60560-1965

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus OH 43218-2051

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CHASE

24g

February 29, 2020 through March 31, 2020
Primary Account [redacted]

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

STERCHI CHIROPRACTIC SC

Account Number [redacted]

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		**$10,781.29**
Deposits and Additions	3	5,000.23
ATM Withdrawals	1	-500.00
Electronic Withdrawals	1	-5,000.00
Ending Balance	**5**	**$10,281.52**

Annual Percentage Yield Earned This Period	0.03%
Interest Paid This Period	$0.23
Interest Paid Year-to-Date	$0.54

Interest paid in 2019 for account [redacted] was $2.47.

Your monthly service fee was waived because you maintained an average savings balance of $10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$10,781.29**
03/06	Online Transfer From Chk ...3067 Transaction#: 9213005934	**2,500.00**	13,281.29
03/11	03/11 Online Transfer To Chk ...3067 Transaction#: 9289654181	-5,000.00	8,281.29
03/17	ATM Withdrawal 03/17 110 E Veterans Pkwy Yorkville IL Card 3577	-500.00	7,781.29
03/20	Online Transfer From Chk ...3067 Transaction#: 9269901932	**2,500.00**	10,281.29
03/31	Interest Payment	**0.23**	10,281.52
	Ending Balance		**$10,281.52**

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase BusinessClassic account.

30 deposited items are provided with your account each month. There is a $0.20 fee for each additional deposited item.

CHASE

24h

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

EQUAL HOUSING LENDER

JPMorgan Chase Bank, N.A. Member FDIC

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Jason E. Sterchi	9862	✔		✔			
Caitlin R. Sterchi	0388	✔			✔		
Danielle Penge	3055	✔		✔			
Ann Marie Mormino	4714	✔				✔	
Sara Berkland	7629	✔		✔			
Amanda Schumacher	4220	✔		✔			
Semra Memedovski	3531	✔		✔			
Cydney Hosey	2693	✔				✔	
Ursula Garcia-Urbina	1936		✔	✔			
TOTAL:		9					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

DC

Signature of Chief Executive Officer

4/25/2020

Date

Jason E. Sterchi, DC

Typed Name of Chief Executive Officer

Sterchi Chiropractic, S.C.

Name of Business

262402438

FEIN #

54 W. Countryside Pkwy., Ste. D, Yorkville, IL 60560

Business Address

19897410

DUNS #

8041

SIC #

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6604-109-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

STERCHI CHIROPRACTIC, S.C., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 27, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 25TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011601654 verifiable until 04/25/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*monthly*	*$ 15,027.51*	*2*	***$ 30,055.02***
Fringe Benefits					***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 3,400.00*	*2*	***$ 6,800.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 475.38*	*2*	***$ 950.76***
Telecommunications & Internet	*1*	*monthly*	*$ 805.48*	*2*	***$ 1,610.96***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 6,083.00*	*2*	***$ 12,166.00***
Supplies (office-related)	*1*	*monthly*	*$ 750.94*	*2*	***$ 1,501.88***
Contractual Services (pest control, cleaning, etc.)	*1*	*monthly*	*$ 552.21*	*2*	***$ 1,104.42***
Other (specify): Medical Billing Company	*1*	*monthly*	*$ 1,822.37*	*2*	***$ 3,644.74***
Other (specify):					***$ -***
					$ -
				State Total	***$ 57,833.78***

Total State-Funded Working Capital	***$ 57,833.78***

Working Capital Narrative (State):

Claiming payroll (wages), rent, utilities, phone/cable/internet/tech, inventory (weight loss foods/supplements), office supplies, maintenance, and medical billing costs.

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of The Law Office Corporation, 759 John Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: The Law Office Corporation

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☑ No

Supported Business Address 1: 759 John St.

Supported Business Address 2: _____

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 6305535622

Supported Business E-Mail Address: boydingemunson@gmail.com

Supported Business FEIN or ITIN: 47-2949761

Supported Business DUNS (if not available, insert N./A): 086835037

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5813

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Ingemunson
First Name: Boyd
Title: President
Daytime Phone: 6305535622
Home Phone: 6309131950
E-Mail: boydingemunson@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☐ No ☑ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name: PPP Amount Received: $ 5000

Funding Program Name: _____ Amount Received: $ _____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	1	monthly salary	$1,500.00	2	$3,000.00
Fringe Benefits	n/a				
Occupancy (Rent/Mortgage Payments)	1	monthly	$579.00	2	$1,158.00
Utilities (Electrical, Gas, Water, Sewer)	1	monthly	$634.00	2	$1,268.00
Telecommunications & Internet	1	monthly	$230.00	2	$460.00
Inventory/Goods Necessary to do Business	1	monthly	$4,750.00	2	$9,500.00
Supplies (office-related)					
Contractual Services (pest control, cleaning, etc.)	1	monthly	$250.00	2	$500.00
Other (specify): licenses and permits	1	monthly	$272.00	2	$544.00
Other (specify): insurance and music licensing	1	monthly	$881.00	2	$1,762.00
				Total	$18,192

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

My business is a music venue / pub which showcases live music three nights a week and sells beer, wine, and liquor. Funds will be utilized to continue to pay employee salaries and cover fixed expenses to be able to keep the doors open as we await a return to normal business practices. The shutdown has resulted in a 100% loss of income.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	Net Income	Net Income derived from Profit/Loss Statement? (Yes/No)	Net Income calculated from total sales – total expenses? (Yes/No)	Cash Balance
December 31, 2017	-12,347	YES	No	3,677
December 31, 2018	-10,310	YES	No	4,946
December 31,2019	-5,114	YES	No	7,692
Current:				3,216.74

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	Total Monthly Expenditures	Monthly Net Income Computation
Total Income		11,003
Personnel (Salary & Wages)	1738	
Fringe Benefits	n/a	
Equipment	115	
Inventory	4,335	
Supplies	1,220	
Occupancy (Rent & Utilities)	1,213	
Telecommunications	186	
Other (Specify)	272 (licenses permits)	
Other (Specify)	677 (insurance)	
Other (Specify)	204 (music licensing)	
Total of All Expenditures		9,960
Monthly Net Income (Total Income – Total of All Expenditures)		1,043

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Midland States Bank

1201 Network Centre Drive Effingham, IL 62401

Period Beginning January 01, 2020
Period Ending January 31, 2020
Days in Period 33
Statement Date January 31, 2020

How to contact us
Customer Care 1-855-MY-MIDLAND

Get current account information
Bank by Phone 1-800-952-1529
Visit us online midlandsb.com

THE LAW OFFICE CORPORATION
759 JOHN ST UNIT A
YORKVILLE IL 60560

Go Paperless.
Switch to Online Statements at midlandsb.com/gopaperless

Your Statement

Summary

	Ending Balance
Pro Essential Checking	$6,356.98

Pro Essential Checking

Owner(s): THE LAW OFFICE CORPORATION

Account# [redacted]
Service Charge $.00

Previous Balance	$7,692.09
13 Deposits	$10,054.01
27 Withdrawals	$11,389.12
Ending Balance	**$6,356.98**
Average Ledger Balance	$6,918.62
Average Collected Balance	$6,918.62

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$.00	$.00
Total Returned Item fees	$.00	$.00

All Credit Activity

Transaction Date	Deposit	Transaction Description
01/02	1,149.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/06	893.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/06	1,743.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/13	417.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/13	587.01	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/17	457.00	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
01/21	627.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/21	964.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/27	164.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/27	180.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/27	323.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/27	2,396.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
01/28	154.00	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Debit Activity

Transaction Date	Withdrawal	Transaction Description
01/02	-316.11	MTOT DISC BANKCARD 1005 CCD 525825100015205
01/15	-212.99	EDI PYMNTS IL DEPT OF REVEN CCD 00000187414880 TXP*472949761000*0112*2019123 *T*21299\
01/15	-979.75	USATAXPYMT IRS CCD 270041521861046
01/21	-172.62	UTIL_BIL COMED PPD
01/21	-930.00	EDI PYMNTS IL DEPT OF REVEN CCD 00001408626016 TXP*41645227*0411*20191231*T* 3000\
01/23	-1,443.78	EPAY CHASE CREDIT CRD WEB
01/29	-106.71	BUS PRODS DELUXE BUS SYS. CCD 87056714
01/31	-78.50	USATAXPYMT IRS CCD 270043170451974

Summary of Cleared Checks

*Indicates check number out of sequence.

Check #	Date	Amount
1	01/02	579.05
1987*	01/10	674.82
1992*	01/03	225.00
1993	01/06	130.00
2005*	01/02	70.00
2006	01/07	163.00
2007	01/09	200.00
2008	01/14	946.06
2009	01/15	120.00
2010	01/17	32.05

Check #	Date	Amount
2011	01/13	253.05
2012	01/14	1,610.25
2013	01/14	547.55
2014	01/13	270.75
2015	01/22	327.12
2016	01/22	332.50
2017	01/30	336.46
2018	01/27	109.00
2019	01/28	222.00

Daily Balance Summary

Date	Balance
01/01	7,692.09
01/02	7,875.93
01/03	7,650.93
01/06	10,156.93
01/07	9,993.93
01/09	9,793.93

Date	Balance
01/10	9,119.11
01/13	9,599.32
01/14	6,495.46
01/15	5,182.72
01/17	5,607.67
01/21	6,096.05

Date	Balance
01/22	5,436.43
01/23	3,992.65
01/27	6,946.65
01/28	6,878.65
01/29	6,771.94
01/30	6,435.48

Midland States Bank

Period Beginning January 01, 2020
Period Ending January 31, 2020
Days in Period 33
Statement Date January 31, 2020

Daily Balance Summary (Continued)

Date	Balance	Date	Balance	Date	Balance
01/31	6,356.98				

Midland States Bank

1201 Network Centre Drive Effingham, IL 62401

Page	1 of 2
Period Beginning	February 03, 2020
Period Ending	February 28, 2020
Days in Period	28
Statement Date	February 28, 2020

How to contact us

Customer Care 1-855-MY-MIDLAND

Get current account information

Bank by Phone 1-800-952-1529

Visit us online midlandsb.com

THE LAW OFFICE CORPORATION
759 JOHN ST UNIT A
YORKVILLE IL 60560

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Switch to Online Statements at midlandsb.com/gopaperless

Your Statement

Summary

	Ending Balance
Pro Essential Checking	$2,662.26

Take Full Control of Your Cards

With MyCardRules™, you decide when, where and who uses your cards. Turn your cards on or off, set spending limits and get alerts, all with a few quick taps.

Download at your favorite app store.

Download on the App Store | ANDROID APP ON Google play

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Pro Essential Checking

Owner(s): THE LAW OFFICE CORPORATION

Account# [redacted]
Service Charge $.00

Previous Balance	$6,356.98
14 Deposits	$8,071.50
22 Withdrawals	$11,766.22
Ending Balance	**$2,662.26**
Average Ledger Balance	$4,634.25
Average Collected Balance	$4,634.25

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$.00	$.00
Total Returned Item fees	$.00	$.00

All Credit Activity

Transaction Date	Deposit	Transaction Description
02/03	50.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/03	52.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/03	397.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/03	482.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/03	1,117.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/10	48.00	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
02/10	566.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/10	921.50	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/18	456.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/18	674.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/18	1,433.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/24	312.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/24	614.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
02/24	949.00	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Debit Activity

Transaction Date	Withdrawal	Transaction Description
02/03	-5.93	UNEMPL TAX IL DEPT EMPL SEC CCD 1267636992 TXP*4747751**191231**00000000 0**0000000593**472949761\
02/03	-284.10	MTOT DISC BANKCARD 1005 CCD 525825100015205
02/11	-2,201.00	DIRECT PAY www.ilcasco.com CCD 162198
02/14	-86.06	EDI PYMNTS IL DEPT OF REVEN CCD 00002043709280 TXP*472949761000*0112*2020033 *T*8606\
02/14	-723.16	USATAXPYMT IRS CCD 270044564432062
02/18	-194.01	EDI PYMNTS IL DEPT OF REVEN CCD 00001338387808 TXP*472949761000*0112*2020033 *T*19401\
02/18	-872.14	USATAXPYMT IRS CCD 270044951703361
02/20	-204.56	UTIL_BIL COMED PPD
02/21	-824.00	EDI PYMNTS IL DEPT OF REVEN CCD 00002049013600 TXP*41645227*0411*20200131*T* 2400\
02/25	-1,383.31	EPAY CHASE CREDIT CRD WEB

Summary of Cleared Checks

*Indicates check number out of sequence.

Check #	Date	Amount
1	02/03	579.05
2020*	02/03	144.00
2021	02/11	646.98
2022	02/11	897.41
2023	02/14	1,220.76
2024	02/13	190.15

Check #	Date	Amount
2025	02/19	260.00
2027*	02/14	200.00
2029*	02/26	160.35
2030	02/24	199.25
2031	02/25	333.00
2032	02/24	157.00

Daily Balance Summary

Date	Balance
02/03	7,441.90
02/10	8,977.40
02/11	5,232.01
02/13	5,041.86

Date	Balance
02/14	2,811.88
02/18	4,308.73
02/19	4,048.73
02/20	3,844.17

Date	Balance
02/21	3,020.17
02/24	4,538.92
02/25	2,822.61
02/26	2,662.26

Midland States Bank

1201 Network Centre Drive Effingham, IL 62401

Page	1 of 2
Period Beginning	March 02, 2020
Period Ending	March 31, 2020
Days in Period	30
Statement Date	March 31, 2020

How to contact us

Customer Care 1-855-MY-MIDLAND

Get current account information

Bank by Phone 1-800-952-1529

Visit us online midlandsb.com

THE LAW OFFICE CORPORATION
759 JOHN ST UNIT A
YORKVILLE IL 60560

Go Paperless.
Switch to Online Statements at midlandsb.com/gopaperless

Your Statement

Summary

	Ending Balance
Pro Essential Checking	$2,681.91

Stay healthy. Bank from home.

Bank from anywhere with our mobile app and online banking!

In an effort to keep customers and employees healthy, we are suspending lobby access at our branch locations effective March 17, 2020. Drive thru services will remain open.

For information on branch closings, please visit midlandsb.com/coronavirus-impact-update or call us at 1-855-696-4352.

Pro Essential Checking

Owner(s): THE LAW OFFICE CORPORATION

Account# [redacted]
Service Charge $.00

Previous Balance	$2,662.26
7 Deposits	$9,482.40
24 Withdrawals	$9,462.75
Ending Balance	**$2,681.91**
Average Ledger Balance	$3,110.89
Average Collected Balance	$3,110.89

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$.00	$.00
Total Returned Item fees	$.00	$.00

All Credit Activity

Transaction Date	Deposit	Transaction Description
03/02	383.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
03/02	2,517.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
03/03	845.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
03/09	300.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
03/09	1,852.00	BTOT DEP BANKCARD 1005 CCD 525825100015205
03/16	498.00	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Credit Activity (continued)

Transaction Date	Deposit	Transaction Description
03/16	3,087.40	BTOT DEP BANKCARD 1005 CCD 525825100015205

All Debit Activity

Transaction Date	Withdrawal	Transaction Description
03/02	-303.44	MTOT DISC BANKCARD 1005 CCD 525825100015205
03/09	-812.18	USATAXPYMT IRS CCD 270046980114885
03/11	-84.14	EDI PYMNTS IL DEPT OF REVEN CCD 00000581791584 TXP*472949761000*0112*2020033 *T*8414\
03/11	-600.27	DIRECT PAY www.ilcasco.com CCD 162198
03/18	-728.00	EDI PYMNTS IL DEPT OF REVEN CCD 00001895898976 TXP*41645227*0411*20200229*T* 2800\
03/20	-45.30	UTIL_BIL COMED PPD
03/24	-35.00	EPAY CHASE CREDIT CRD WEB

Summary of Cleared Checks

*Indicates check number out of sequence.

Check #	Date	Amount
1	03/02	579.05
2028*	03/02	197.00
2033*	03/02	401.50
2034	03/02	144.50
2035	03/03	70.00
2036	03/03	1,667.82
2037	03/10	339.00
2038	03/11	50.00
2039	03/12	200.00

Check #	Date	Amount
2040	03/12	204.34
2041	03/16	150.00
2042	03/13	693.77
2044*	03/16	190.00
2046*	03/17	702.80
2047	03/23	350.75
2048	03/17	778.89
2049	03/24	135.00

Daily Balance Summary

Date	Balance
03/02	3,936.77
03/03	3,043.95
03/09	4,383.77
03/10	4,044.77
03/11	3,310.36

Date	Balance
03/12	2,906.02
03/13	2,212.25
03/16	5,457.65
03/17	3,975.96
03/18	3,247.96

Date	Balance
03/20	3,202.66
03/23	2,851.91
03/24	2,681.91

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Ben Seaver	7074	✓		✓	✓		
Katie Kuykendall	4506	✓				✓	
TOTAL:		2					

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6972-486-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE LAW OFFICE CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 14, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* APRIL *A.D.* 2020 .

Authentication #: 2011301876 verifiable until 04/22/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer

4/24/2020
Date

Boyd Ingemunson
Typed Name of Chief Executive Officer

The Law Office Corporation
Name of Business

47-2949761
FEIN #

759 John St. Yorkville
Business Address

086835037
DUNS #

5813
SIC #

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*monthly salary*	*$ 1,500.00*	*2*	***$ 3,000.00***
Fringe Benefits	*n/a*				***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 579.00*	*2*	***$ 1,158.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 634.00*	*2*	***$ 1,268.00***
Telecommunications & Internet	*1*	*monthly*	*$ 230.00*	*2*	***$ 460.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 4,750.00*	*2*	***$ 9,500.00***
Supplies (office-related)					***$ -***
Contractual Services (pest control, cleaning, etc.)	*1*	*monthly*	*$ 250.00*	*2*	***$ 500.00***
Other (specify): licenses and permits	*1*	*monthly*	*$ 272.00*	*2*	***$ 544.00***
Other (specify): insurance and music licensing	*1*	*monthly*	*$ 881.00*	*2*	***$ 1,762.00***
					$18,192
				State Total	***$ 36,384.00***

Total State-Funded Working Capital ***$ 36,384.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County _____ No

Supported Business Address 1: _____

Supported Business Address 2: _____

Supported Business City: _____

Supported Business State: _____

Supported Business Zip: 99999-9999: _____

Supported Business Phone Number _____

Supported Business E-Mail Address: _____

Supported Business FEIN or ITIN: _____

Supported Business DUNS (if not available, insert N./A): _____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ _____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No _____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ____ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
____ No _____ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017				
December 31, 2018				
December 31,2019				
Current:				

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total of All Expenditures		
Monthly Net Income (Total Income – Total of All Expenditures)		

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

THOMPSON CHIROPRACTIC CLINIC INC
EXEMPLIFY HEALTH CENTER
728 E VETERANS PARK WAY #115
YORKVILLE IL 60560

STATEMENT SUMMARY March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Commercial Free Checking		7,848.71	21,579.44
		Total on Deposit	**$21,579.44**

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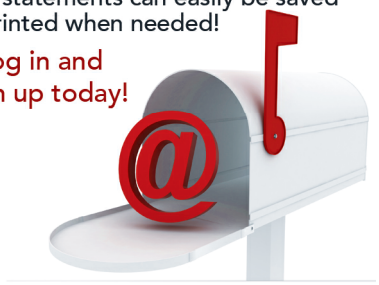

Member FDIC EQUAL HOUSING LENDER

Commercial Free Checking [redacted] $21,579.44 Account Detail

Beginning Balance	$7,848.71	Items Enclosed	0
Total Deposits	60 for $87,524.92		
Total Withdrawals	49 for $73,794.19		
Ending Balance	**$21,579.44**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit fnbo.com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
	ELECTRONIC			
☐	03/02	03/02	Square Inc 200302P2 L206518946309	22.04
☐	03/02	03/02	Square Inc 200302P2 L206518946308	101.59
☐	03/02	03/02	Bankcard Mtot Dep *****9690003173	337.88
☐	03/02	03/02	Bankcard Mtot Dep *****9690003173	824.05
☐	03/03	03/03	Square Inc 200303P2 L206519285030	759.51
☐	03/03	03/03	Bankcard Mtot Dep *****9690003173	8,353.20
☐	03/04	03/04	Square Inc 200304P2 L206519587255	218.56
☐	03/04	03/04	Bankcard Mtot Dep *****9690003173	399.17
☐	03/05	03/05	Bankcard Mtot Dep *****9690003173	225.00
☐	03/05	03/05	Square Inc 200305P2 L206519876470	352.77
☐	03/05	03/05	Thompson Chiropr Settlement *****7821602346	557.51
☐	03/06	03/06	Square Inc 200306P2 L206520275306	373.61
☐	03/06	03/06	Bankcard Mtot Dep *****9690003173	665.50
☐	03/09	03/09	Square Inc 200309P2 L206520856896	684.71
☐	03/09	03/09	Bankcard Mtot Dep *****9690003173	1,186.81
☐	03/09	03/09	Bankcard Mtot Dep *****9690003173	2,762.72
☐	03/10	03/10	Square Inc 200310P2 L206521193034	66.13
☐	03/11	03/11	Square Inc 200311P2 L206521437800	194.40
☐	03/11	03/11	Bankcard Mtot Dep *****9690003173	1,253.57
☐	03/12	03/12	Square Inc 200312P2 L206521754005	110.84
☐	03/12	03/12	Bankcard Mtot Dep *****9690003173	113.75
☐	03/13	03/13	Thompson Chiropr Settlement *****7905097594	225.00
☐	03/13	03/13	Square Inc 200313P2 L206522145164	257.26
☐	03/13	03/13	Bankcard Mtot Dep *****9690003173	750.43
☐	03/16	03/16	Square Inc 200316P2 L206522720296	321.79
☐	03/16	03/16	Square Inc 200316P2 L206522720295	518.83
☐	03/16	03/16	Bankcard Mtot Dep *****9690003173	1,200.00

Commercial Free Checking [redacted] $21,579.44 Continued

Deposit Activity

✓	Date	Post Date	Description	Amount
ELECTRONIC				
☐	03/16	03/16	Bankcard Mtot Dep *****9690003173	1,559.26
☐	03/17	03/17	Square Inc 200317P2 L206523022217	554.97
☐	03/17	03/17	Bankcard Mtot Dep *****9690003173	8,619.36
☐	03/18	03/18	Square Inc 200318P2 L206523214205	282.84
☐	03/18	03/18	Bankcard Mtot Dep *****9690003173	508.45
☐	03/19	03/19	Square Inc 200319P2 L206523378997	911.56
☐	03/20	03/20	Bankcard Mtot Dep *****9690003173	45.96
☐	03/20	03/20	Thompson Chiropr Settlement *****7941641426	260.01
☐	03/20	03/20	Square Inc 200320P2 L206523588964	694.46
☐	03/23	03/23	Square Inc 200323P2 L206523925760	129.44
☐	03/23	03/23	Square Inc 200323P2 L206523925759	243.97
☐	03/23	03/23	Bankcard Mtot Dep *****9690003173	822.92
☐	03/23	03/23	Bankcard Mtot Dep *****9690003173	1,323.13
☐	03/24	03/24	Ngs, Inc. Hcclaimpmt *****21106	2.63
☐	03/24	03/24	Square Inc 200324P2 L206524147369	281.68
☐	03/25	03/25	Square Inc 200325P2 L206524329275	73.82
☐	03/25	03/25	Bankcard Mtot Dep *****9690003173	967.87
☐	03/25	03/25	Funds Transfer Credit	31,804.68
☐	03/26	03/26	Ngs, Inc. Hcclaimpmt *****21106	31.58
☐	03/26	03/26	Square Inc 200326P2 L206524468193	175.01
☐	03/26	03/26	Bankcard Mtot Dep *****9690003173	417.00
☐	03/27	03/27	Ngs, Inc. Hcclaimpmt *****21106	31.58
☐	03/27	03/27	Thompson Chiropr Settlement *****7978521446	86.66
☐	03/27	03/27	Square Inc 200327P2 L206524659471	229.56
☐	03/27	03/27	Bankcard Mtot Dep *****9690003173	2,256.42
☐	03/30	03/30	Bankcard Mtot Dep *****9690003173	32.50
☐	03/30	03/30	Square Inc 200330P2 L206524965433	41.34
☐	03/30	03/30	Square Inc 200330P2 L206524965432	608.81
☐	03/30	03/30	Bankcard Mtot Dep *****9690003173	516.75
☐	03/31	03/31	Square Inc 200331P2 L206525148154	379.99
			Total Electronic Deposits	**$76,730.84**
PAPER			**Deposit #**	
☐	03/13	03/13	Customer Deposit	3,581.91
☐	03/20	03/20	Customer Deposit	2,546.12
☐	03/27	03/27	Customer Deposit	4,666.05
			Total Paper Deposits	**$10,794.08**

Commercial Free Checking [redacted] $21,579.44 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/02	03/02	Bankcard Mtot Disc *****9690003173	1,121.63
☐	03/02	03/02	Thompson Chiro Credits -Sett-Il Thomps	2,500.00
☐	03/02	03/02	Belive Studios L Iat Paypal *****69103711	299.99
☐	03/03	03/03	Zeamster.Com Sigonfile H1790D	93.32
☐	03/06	03/06	Ipa Chase Creditcar Tranchase Credit A07	500.00
☐	03/06	03/06	Ipa Chase Creditcar Tranchase Credit A07	3,000.00
☐	03/09	03/09	Comm. Ed Commerci Util Pmnt 3464617	183.42
☐	03/09	03/09	Thompson Chiro Credits -Sett-Il Thomps	500.00
☐	03/09	03/09	Payroll Payroll 7648062	582.11
☐	03/09	03/09	Il. Dept Of Reven Edi Pymnts20whf000117983	844.80
☐	03/09	03/09	Payroll Payroll 7648062	985.37
☐	03/09	03/09	Payroll Payroll 7648062	986.25
☐	03/09	03/09	Payroll Payroll 7648062	1,043.56
☐	03/09	03/09	Payroll Payroll 7648062	3,187.94
☐	03/09	03/09	Ipa Nicor Gas Trannicor Gas 07	133.92
☐	03/10	03/10	Bankcard Mtot Dep *****9690003173	1,007.50
☐	03/10	03/10	Irs Usataxpymt *****7066005992	1,940.78
☐	03/10	03/10	Thompson Chiro Credits -Sett-Il Thomps	3,500.00
☐	03/11	03/11	Paypal Inst. Xfer Asknet Inc	55.24
☐	03/13	03/13	2296 2110 Orchard Rd Montgomery IL	200.00
☐	03/13	03/13	Ipa Chase Creditcar Tranchase Credit A07	500.00
☐	03/13	03/13	Ipa Chase Creditcar Tranchase Credit A07	2,000.00
☐	03/16	03/16	Billing Precisio Payment Xx014ak948wwov	834.24
☐	03/16	03/16	Bmw Bank Bmwfs Pymt *****0088	950.00
☐	03/16	03/16	Thompson Chiro Credits -Sett-Il Thomps	1,500.00
☐	03/16	03/16	Analysis Charge	53.49
☐	03/20	03/20	Payroll Payroll 7648062	749.01
☐	03/20	03/20	Payroll Payroll 7648062	901.06
☐	03/20	03/20	Payroll Payroll 7648062	916.59
☐	03/20	03/20	Payroll Payroll 7648062	1,075.08
☐	03/20	03/20	Payroll Payroll 7648062	3,187.93
☐	03/23	03/23	Nicor Gas Gas Paymnt *****29625	9.87
☐	03/23	03/23	Irs Usataxpymt *****8366016354	1,882.22
☐	03/23	03/23	Ipa Chase Creditcar Tranchase Credit A07	500.00
☐	03/23	03/23	Ipa Chase Creditcar Tranchase Credit A07	1,000.00
☐	03/23	03/23	Ipa Chase Creditcar Tranchase Credit A07	2,500.00
☐	03/24	03/24	Thompson Chiro Credits -Sett-Il Thomps	3,000.00
☐	03/24	03/24	Ipa Americas Christ Tranameri Cas Chr S07	300.00

Commercial Free Checking [redacted] $21,579.44 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/26	03/26	Ipa Chase Creditcar Tranchase Credit A07	17,000.00
☐	03/27	03/27	Vz Wireless Ve Vzw Webpay 8871049	373.79
☐	03/27	03/27	Ipa Veterans Way Ll Tranveter Ans Way L07	3,629.00
☐	03/31	03/31	Bankcard Mtot Dep *****9690003173	1,400.00
☐	03/31	03/31	Ipa Chase Creditcar Tranchase Credit A07	1,000.00
☐	03/31	03/31	Ipa Chase Creditcar Tranchase Credit A07	4,000.00
			Total Electronic Withdrawals	**$72,367.19**
			PAPER	
☐	03/23	03/23	Check Image Check #2500	100.00
☐	03/24	03/24	Check Image Check #2508	1,327.00
			Total Paper Withdrawals	**$1,427.00**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	2500	03/23	100.00	☐	2508	03/24	1,327.00				

END OF STATEMENT

CONTACT INFORMATION

Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
TOTAL:							

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

_____ _____

Signature of Chief Executive Officer Date

_____

Typed Name of Chief Executive Officer

_____ _____

Name of Business FEIN #

_____ _____

Business Address DUNS #

_____

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6316-011-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THOMPSON CHIROPRACTIC CLINIC, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 05, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 26TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2011700312 verifiable until 04/26/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*4*	*Hourly*	*$ 18.00*	*254*	***$ 18,288.00***
Personnel (Owner Salary)	*1*	*monthly*	*$ 8,750.00*	*2*	***$ 17,500.00***
Fringe Benefits	*1*	*monthly*	*$ 1,000.00*	*2*	***$ 2,000.00***
Occupancy (Rent/Mortgage Payments)	*1*	*monthly*	*$ 3,629.00*	*2*	***$ 7,258.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*monthly*	*$ 250.00*	*2*	***$ 500.00***
Telecommunications & Internet	*1*	*monthly*	*$ 525.00*	*2*	***$ 1,050.00***
Inventory/Goods Necessary to do Business	*1*	*monthly*	*$ 7,500.00*	*2*	***$ 15,000.00***
Supplies (office-related)	*1*	*monthly*	*$ 3,000.00*	*2*	***$ 6,000.00***
Contractual Services (pest control, cleaning, etc.)	*0*	*monthly*	*$ -*	*2*	***$ -***
Other (specify): Laboratory Fees	*1*	*monthly*	*$ 1,000.00*	*2*	***$ 2,000.00***
Other (specify): Advertising & Consulting Fees	*1*	*monthly*	*$ 3,000.00*	*2*	***$ 6,000.00***
Other (specify): Insurace Billing Service and Credit Card Processing	*1*	*monthly*	*$ 1,500.00*	*2*	***$ 3,000.00***
					$ -
				State Total	***$ 78,596.00***
				Total State-Funded Working Capital	***$ 78,596.00***

Working Capital Narrative (State):

Includes employee salaries not including owner salary and draw, employee insurance, rent, internet and phone, gas, water and electric, and general office supplies for normal business operations.

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: _____

Is Business operating under an Assumed Name? (see 805 ILCS 405)

_____ Yes, registered in _____ County _____ No

Supported Business Address 1: _____

Supported Business Address 2: _____

Supported Business City: _____

Supported Business State: _____

Supported Business Zip: 99999-9999: _____

Supported Business Phone Number _____

Supported Business E-Mail Address: _____

Supported Business FEIN or ITIN: _____

Supported Business DUNS (if not available, insert N./A): _____

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ _____

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: _____
First Name: _____
Title: _____
Daytime Phone: _____
Home Phone: _____
E-Mail: _____

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? _____ No _____ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ____ No _____ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?
____ No _____ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017				
December 31, 2018				
December 31,2019				
Current:				

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		
Personnel (Salary & Wages)		
Fringe Benefits		
Equipment		
Inventory		
Supplies		
Occupancy (Rent & Utilities)		
Telecommunications		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Total of All Expenditures		
Monthly Net Income (Total Income – Total of All Expenditures)		

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

UPPER CRUST CATERING INC
PO BOX 375
YORKVILLE IL 60560-0375

STATEMENT SUMMARY March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Business Free Checking	[redacted]	2,206.70	6,400.15
	Total on Deposit		**$6,400.15**
Loan Accounts			
Business Creditline	[redacted]	4,124.96	0.00
	Total on Loan		**$0.00**

Fast. Simple. Safe.
Receive quick access to your monthly statement with Paperless Statements. Past statements can easily be saved or printed when needed!
Log in and sign up today!

Member FDIC EQUAL HOUSING LENDER

Business Free Checking [redacted]	$6,400.15	Account Detail

Beginning Balance	$2,206.70	Items Enclosed	0
Total Deposits	22 for $23,698.97		
Total Withdrawals	48 for $19,505.52		
Ending Balance	**$6,400.15**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit **fnbo.**com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/02	03/02	Bankcard 1005 Btot Dep *****5150011237	951.47
☐	03/03	03/03	Bankcard 1005 Btot Dep *****5150011237	296.88
☐	03/04	03/04	Automatic Advance From LOC	58.25
☐	03/06	03/06	Bankcard 1005 Btot Dep *****5150011237	800.00
☐	03/09	03/09	Bankcard 1005 Btot Dep *****5150011237	550.72
☐	03/09	03/09	Bankcard 1005 Btot Dep *****5150011237	1,045.00
☐	03/11	03/11	Bankcard 1005 Btot Dep *****5150011237	400.00
☐	03/16	03/16	Bankcard 1005 Btot Dep *****5150011237	1,707.96
☐	03/17	03/17	Bankcard 1005 Btot Dep *****5150011237	618.11
☐	03/23	03/23	Bankcard 1005 Btot Dep *****5150011237	75.78
☐	03/23	03/23	Bankcard 1005 Btot Dep *****5150011237	227.33
☐	03/26	03/26	Bankcard 1005 Btot Dep *****5150011237	330.43
☐	03/27	03/27	Transfer From CLS 0000000000000020074711	5,000.00
☐	03/30	03/30	Bankcard 1005 Btot Dep *****5150011237	113.67
☐	03/30	03/30	Bankcard 1005 Btot Dep *****5150011237	151.55
☐	03/30	03/30	Bankcard 1005 Btot Dep *****5150011237	166.55
☐	03/31	03/31	Bankcard 1005 Btot Dep *****5150011237	37.89
			Total Electronic Deposits	**$12,531.59**

✓	Date	Post Date	Description	Deposit #	Amount
			PAPER		
☐	03/05	03/05	Customer Deposit		2,693.03
☐	03/09	03/09	Customer Deposit		4,219.74
☐	03/11	03/11	Customer Deposit		759.58
☐	03/16	03/16	Customer Deposit		2,816.56
☐	03/20	03/20	Customer Deposit		678.47
			Total Paper Deposits		**$11,167.38**

Business Free Checking [redacted] $6,400.15 Continued

Withdrawal Activity

ELECTRONIC

✓	Date	Post Date	Description	Amount
☐	03/02	03/02	Bankcard 1005 Mtot Disc *****5150011237	285.98
☐	02/27	03/02	4438 Bar Louie Geneva #13Geneva IL	59.95
☐	03/01	03/02	4438 Amk Morton Arbor ResLisle IL	14.96
☐	02/29	03/02	4438 Jewel Osco 0081 Oswego IL	24.03
☐	03/02	03/02	4438 Jewel Osco 0081 Oswego IL	35.66
☐	03/03	03/03	4438 Jewel Osco 2702 Yorkville IL	61.88
☐	03/03	03/03	4438 Speedway 01417 4032 Oswego IL	28.20
☐	03/06	03/06	4438 Comcast Chicago 800-Comcast IL	88.40
☐	03/06	03/09	4438 Spartan House Aurora IL	103.40
☐	03/10	03/10	Paychex Eib Invoice X86054400019466	132.21
☐	03/09	03/10	4438 Tst* Grace Coffee, EYorkville IL	15.15
☐	03/10	03/10	4438 Angelo Caputo S 3115Naperville IL	45.21
☐	03/10	03/10	4438 Jewel Osco 2702 Yorkville IL	19.36
☐	03/10	03/10	4438 Speedway 01417 4032 Oswego IL	21.50
☐	03/11	03/11	4438 Jewel Osco 0081 Oswego IL	50.83
☐	03/12	03/12	Paychex Payroll *****300001333X	3,714.61
☐	03/12	03/12	4438 Jewel Osco 0081 Oswego IL	18.48
☐	03/13	03/13	Paychex Tps Taxes *****600014528X	1,568.77
☐	03/12	03/13	4438 In *Coffey & AssociaAurora IL	755.00
☐	03/12	03/13	4438 Sams Club #6388 Montgomery IL	77.00
☐	03/17	03/17	Country Mutual Insurance. *****33022	458.69
☐	03/17	03/17	Il. Dept Of Reven Edi Pymnts*****443524960	764.00
☐	03/16	03/17	4438 Intuit *Quickbooks 800-446-8848 CA	70.00
☐	03/17	03/17	4438 Speedway 07113 5 504Yorkville IL	19.79
☐	03/20	03/20	4438 Gfs Store #0182 4101Aurora IL	56.74
☐	03/20	03/23	4438 Att*Bus Phone Pmt 800-704-4808 TX	217.10
☐	03/23	03/23	4438 Jewel Osco 2702 Yorkville IL	4.02
☐	03/26	03/26	Paychex-Rcx Payroll *****500001350X	770.13
☐	03/24	03/26	4438 Caseys Yorkville Yorkville IL	17.72
☐	03/27	03/27	Paychex Tps Taxes *****100013113X	183.70
☐	03/28	03/30	4438 Google Llc* Ads40625650-2530000 CA	302.16
☐	03/28	03/30	4438 Gfs Store #0182 4101Aurora IL	141.37
			Total Electronic Withdrawals	**$10,126.00**

PAPER

☐	03/02	03/02	Check Image Check #6331	109.80
☐	03/02	03/02	Check Image Check #6353	45.00
☐	03/04	03/04	Check Image Check #6359	1,125.00
☐	03/04	03/04	Check Image Check #6360	1,722.84
☐	03/06	03/06	Check Image Check #6356	142.56
☐	03/06	03/06	Check Image Check #6361	653.09

Business Free Checking [redacted] $6,400.15 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			PAPER	
☐	03/09	03/09	Check Image Check #6363	279.34
☐	03/11	03/11	Check Image Check #6362	246.00
☐	03/11	03/11	Check Image Check #6364	1,238.16
☐	03/13	03/13	Check Image Check #6358	500.00
☐	03/13	03/13	Check Image Check #6366	200.00
☐	03/16	03/16	Check Image Check #6365	222.36
☐	03/17	03/17	Check Image Check #6368	1,084.97
☐	03/23	03/23	Int Due On X3988	25.29
☐	03/23	03/23	Check Image Check #6367	1,679.20
☐	03/27	03/27	Check Image Check #6371	105.91
			Total Paper Withdrawals	**$9,379.52**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	6331	03/02	109.80	☐	6353	03/02	45.00	☐	6356	03/06	142.56
☐	6358	03/13	500.00	☐	6359	03/04	1,125.00	☐	6360	03/04	1,722.84
☐	6361	03/06	653.09	☐	6362	03/11	246.00	☐	6363	03/09	279.34
☐	6364	03/11	1,238.16	☐	6365	03/16	222.36	☐	6366	03/13	200.00
☐	6367	03/23	1,679.20	☐	6368	03/17	1,084.97	☐	6371	03/27	105.91

Business Creditline [redacted] $0.00 Account Detail

Transactions

✓	Date	Post Date	Description	Amount
☐	03/04	03/04	Automatic Advance To Checking	58.25
☐	03/23	03/23	Int Due	-25.29
☐	03/23	03/24	Close LOC Account	-4,187.21

Fees

Total Fees This Period	$0.00

Interest Charged

✓	Date	Post Date	Description	Amount
☐	03/23	03/24	Interest Charge	29.29

Total Interest Charged This Period	$29.29

Account Summary

Credit Limit	Available Credit Limit	Beginning Balance	Ending Balance	Balance Subject to Interest Rate	Days In Billing Cycle
$0.00	$0.00	$4,124.96	$0.00	$4,325.21	22

Rate Summary Variable Rate

Effective Date of Rate	Number of Days	Daily Periodic Rate	Corresponding Annual Percentage Rate
03/01/2020	23	0.0321923%	11.750%

Payment Due Summary

No Payment Due

2020 Totals Year-To-Date

Total Fees Charged in 2020	$0.00
Total Interest Charged in 2020	$115.28

Total Interest Charged represented above is the amount of interest billed to your account.
This amount may be different than the amount paid by you during the prior year.

END OF STATEMENT

CONTACT INFORMATION

Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
TOTAL:							

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Signature of Chief Executive Officer	4/30/2020 Date
Mitchell Morrell Typed Name of Chief Executive Officer	
Upper Crust Catering, Inc Name of Business	30-0158819 FEIN #
109 E Hydraulic St, Yorkville, IL 60560 Business Address	146745646 DUNS #
	5812 SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6274-095-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

UPPER CRUST CATERING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 18, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 18TH *day of* APRIL *A.D.* 2020 .

Authentication #: 2010901012 verifiable until 04/18/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*Monthly*	*$ 15,134.00*	*2*	***$ 30,268.00***
Fringe Benefits					***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthly*	*$ 1,125.00*	*2*	***$ 2,250.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthly*	*$ 383.00*	*2*	***$ 766.00***
Telecommunications & Internet	*1*	*Monthly*	*$ 350.00*	*2*	***$ 700.00***
Inventory/Goods Necessary to do Business	*1*	*Monthly*	*$ 11,284.00*	*2*	***$ 22,568.00***
Supplies (office-related)	*1*	*Monthly*	*$ 250.00*	*2*	***$ 500.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*Monthly*	*$ 99.00*	*2*	***$ 198.00***
Other (specify): Repairs & Maintenance	*1*	*Monthly*	*$ 550.00*	*2*	***$ 1,100.00***
Other (specify): Advertising	*1*	*Monthly*	*$ 392.00*	*2*	***$ 784.00***
Other (specify): Insurance	*1*	*Monthly*	*$ 1,510.00*	*2*	***$ 3,020.00***
Other (specify): Licenses and Permit	*1*	*Monthly*	*$ 274.00*	*2*	***$ 548.00***
					$ -
				State Total	***$ 62,702.00***

Total State-Funded Working Capital ***$ 62,702.00***

Working Capital Narrative (State):

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of White Water Ice Cream, LLC, DBA Foxy's Ice Cream, 131 E. Hydraulic Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM

APPLICATION FORMS

IV. BENEFITING BUSINESS INFORMATION

Name of Business this application is in support of:

Supported Business Name: White Water Ice Cream, LLC, DBA Foxy's Ice Cream

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☑ Yes, registered in Kendall County ☐ No

Supported Business Address 1: 131 E. Hydraulic St

Supported Business Address 2:

Supported Business City: Yorkville

Supported Business State: IL

Supported Business Zip: 99999-9999: 60560

Supported Business Phone Number 630-385-2716

Supported Business E-Mail Address: foxysgourmeticecream@gmail.com

Supported Business FEIN or ITIN: 30-0698220

Supported Business DUNS (if not available, insert N./A): n/a

Supported Business SIC: https://www.naics.com/sic-codes-industry-drilldown/ 5812

Supported Business Authorized Signatory Contact:
Signatory must sign Participation Agreement and Business Certification Form

Last Name: Sutcliff
First Name: Robyn
Title: President
Daytime Phone: 630-207-2366
Home Phone: 630-207-2366
E-Mail: Robynsutcliff@gmail.com

Has this business received federal or state funding (loans, grants or other assistance) related to the COVID19 emergency? ☑ No ☐ Yes If yes, provide the name/type of assistance and amount:

Funding Program Name:_____ Amount Received: $_____

Funding Program Name:_____ Amount Received: $_____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☑ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?

☑ No ☐ Yes If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:
https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilizaition.aspx

PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK TO COMPLETE THE GATA BUDGET-DSBS

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

White Water Ice Cream, LLC, DBA Foxy's Ice Cream started business in 2011 by Robyn Sutcliff, same owner as today. We are an ice cream parlor that provides ice cream products for local customers seasonally. We are open April through October every year.

Due to the virus we are limited to curbside and delivery only. This has significantly lowered my revenue and ability to pay workers.

CDBG funds will be used to help pay for utilities, payroll, maintenence of the building and staff pay.

Without funding, White Water Ice Cream is working on extremely tight margins and will find it difficult to pay bills for the year. This puts my business in jepardy. These funds will enable me to bring people back to work and pay them.

NET INCOME VERIFICATION

The business must identify their net income for the last three fiscal years beginning January 1, 2017 and ending December 31, 2019. Net income can be obtained from the Profit and Loss statement, generally the last item on that statement. If the Profit and Loss statements cannot be found, net income can be derived from total sales minus total expenses. In addition, cash balances must be provided. This will be either the first line item on the balance sheet or bank statements as of the last day of each fiscal year. Three years of ending cash balances must be provided for each fiscal year.

Fiscal Year Ending:	**Net Income**	**Net Income derived from Profit/Loss Statement? (Yes/No)**	**Net Income calculated from total sales – total expenses? (Yes/No)**	**Cash Balance**
December 31, 2017	6043	yes	no	267
December 31, 2018	19757	yes	no	431
December 31,2019	34756	yes	no	215
Current:				2376

JANUARY, 2020 MONTHLY BUDGET

Provide the appropriate information below reflecting your business's monthly budget for January, 2020.

Budget Item	**Total Monthly Expenditures**	**Monthly Net Income Computation**
Total Income		0
Personnel (Salary & Wages)	3000	
Fringe Benefits	0	
Equipment	900	
Inventory	1949	
Supplies	102	
Occupancy (Rent & Utilities)	807	
Telecommunications	242	
Other (Specify) professional fees, accountan	1500	
Other (Specify) maintenence	1500	
Other (Specify) Insurance, printing	766	
Total of All Expenditures		10,766
Monthly Net Income (Total Income – Total of All Expenditures)		-10,766

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

Contact Information
800.990.5713
fnbo.com

fnbo

Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
412 E PARK ST
YORKVILLE IL 60560

STATEMENT SUMMARY March 1, 2020 through March 31, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Business Free Checking	[redacted]	424.74	5,133.00
	Total on Deposit		**$5,133.00**
Loan Accounts			
Business Creditline	[redacted]	2,777.94	2,857.94
	Total on Loan		**$2,857.94**

Fast. Simple. Safe.
Receive quick access to your monthly statement with Paperless Statements. Past statements can easily be saved or printed when needed!
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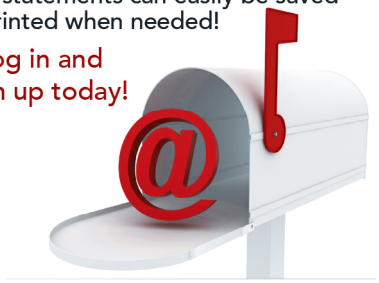


Member FDIC EQUAL HOUSING LENDER

Business Free Checking [redacted] $5,133.00 Account Detail

Beginning Balance	$424.74	Items Enclosed	5
Total Deposits	22 for $11,290.67		
Total Withdrawals	39 for $6,582.41		
Ending Balance	**$5,133.00**		

Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.

Visit fnbo.com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
	ELECTRONIC			
☐	03/06	03/06	Online Transfer From Acct Ending 2281	300.00
☐	03/09	03/09	Square Inc 200309P2 L201295319897	17.43
☐	03/09	03/09	Automatic Advance From LOC	74.62
☐	03/09	03/09	Online Transfer From Acct Ending 2281	500.00
☐	03/16	03/16	Square Inc 200316P2 L201295564096	355.87
☐	03/17	03/17	Square Inc 200317P2 L201295596337	3.55
☐	03/17	03/17	Automatic Advance From LOC	70.13
☐	03/18	03/18	Square Inc 200318P2 L201295620538	245.14
☐	03/19	03/19	Square Inc 200319P2 L201295636931	92.66
☐	03/20	03/20	Square Inc 200320P2 L201295663122	13.29
☐	03/20	03/20	6836 Amzn Mktp Us Amzn Com/Bil Wa 20080001	20.50
☐	03/23	03/23	Square Inc 200323P2 L210522924048	20.32
☐	03/23	03/23	Square Inc 200323P2 L201295709531	386.39
☐	03/23	03/23	Square Inc 200323P2 L201295709532	975.92
☐	03/24	03/24	Square Inc 200324P2 L201295729286	361.39
☐	03/25	03/25	Square Inc 200325P2 L201295748802	293.60
☐	03/26	03/26	Square Inc 200326P2 L201295767890	408.16
☐	03/27	03/27	Square Inc 200327P2 L201295787206	203.34
☐	03/27	03/27	Online Transfer From Acct Ending 2281	5,000.00
☐	03/30	03/30	Square Inc 200330P2 L201295827443	451.32
☐	03/30	03/30	Square Inc 200330P2 L201295827444	1,096.32
☐	03/31	03/31	Square Inc 200331P2 L201295854381	400.72
			Total Electronic Deposits	**$11,290.67**

Business Free Checking [redacted] 33.00 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
			ELECTRONIC	
☐	03/01	03/02	9687 Intuit *Quickbooks 800-446-8848 CA	25.00
☐	03/05	03/05	Commonwealth Ed Billpay	267.17
☐	03/06	03/06	Adp Payroll Fees Adp - Fees 2rvoj 2513211	92.97
☐	03/06	03/06	Nalco Comp074378 Billpay	48.20
☐	03/09	03/09	Nicor Gas Online Pmt Ckf316172871pos	265.05
☐	03/07	03/09	9579 Intuit *Quickbooks 800-446-8848 CA	26.65
☐	03/08	03/09	9687 Intuit *Quickbooks 800-446-8848 CA	25.00
☐	03/09	03/10	6836 Amzn Mktp Us*Yl5hz8GAmzn Com/Bil WA	66.75
☐	03/16	03/16	Square Inc 200316P2 L210521745994	20.32
☐	03/14	03/16	9687 Www.7shifts.Com Saskatoon SK	87.98
☐	03/15	03/16	9687 Kendallcountonline 815-284-4000 IL	5.99
☐	03/16	03/16	6836 Amzn Mktp Us*Fk0A61QAmzn Com/Bil WA	20.50
☐	03/15	03/16	6836 Marianos #519 Aurora IL	10.12
☐	03/16	03/16	Clear Adva030678 Billpay	265.00
☐	03/17	03/17	Nicor Gas Online Pmt Ckf316172871pos	127.15
☐	03/16	03/17	9687 Amazon.Com*Rt85I9gm3Amzn Com/Bil WA	27.82
☐	03/17	03/17	6836 Aldi 40020 Aurora IL	15.46
☐	03/17	03/17	6836 Supermercado El Aurora IL	8.09
☐	03/23	03/23	Online Installment Loan Payment	150.00
☐	03/23	03/23	Online Installment Loan Payment	175.00
☐	03/23	03/23	Chocolate 126452 Billpay	429.71
☐	03/24	03/24	Nicor Gas Online Pmt Ckf316172871pos	146.19
☐	03/24	03/24	Chocolate 126452 Billpay	72.90
☐	03/26	03/26	Online Transfer To Acct Ending 2281	100.00
☐	03/24	03/26	6836 Google*Google StoragInternet CA	2.99
☐	03/27	03/27	Adp Pay-By-Pay Pay-By-Pay *****7348384voj	622.44
☐	03/27	03/27	Adp Tax Adp Tax K7voj 032701A01	1,268.16
☐	03/26	03/27	9687 Fox Pest Control Il 855-369-7378 IL	100.00
☐	03/30	03/30	Lambert Print S. Sale	38.97
☐	03/30	03/30	9687 Comcast Chicago Cs 1800-266-2278 IL	222.59
☐	03/30	03/30	United Sep241234 Billpay	200.00
☐	03/30	03/30	Chocolate 126452 Billpay	575.10
☐	03/31	03/31	Nicor Gas Online Pmt Ckf316172871pos	82.68
☐	03/31	03/31	Online Transfer To Acct Ending 2281	500.00
			Total Electronic Withdrawals	**$6,091.95**
			PAPER	
☐	03/09	03/09	Check Image Check #5186	86.64
☐	03/11	03/11	Check Image Check #3095	90.00

Business Free Checking [redacted] $5,133.00 Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
	PAPER			
☐	03/16	03/16	Check Image Check #5221	86.60
☐	03/17	03/17	Check Image Check #5187	77.88
☐	03/30	03/30	Check Image Check #5188	149.34
			Total Paper Withdrawals	**$490.46**

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
☐	3095	03/11	90.00	☐	5186	03/09	86.64	☐	5187	03/17	77.88
☐	5188	03/30	149.34	☐	5221	03/16	86.60				

Business Creditline [redacted] $2,857.94 Account Detail

Transactions

✓	Date	Post Date	Description	Amount
☐	03/09	03/09	Automatic Advance To Checking	74.62
☐	03/17	03/17	Automatic Advance To Checking	70.13
☐	03/23	03/23	Online Payment From Acct Ending 2281	-100.00

Fees

Total Fees This Period	$0.00

Interest Charged

✓	Date	Post Date	Description	Amount
☐	03/31	03/31	Interest Charge	35.25

Total Interest Charged This Period	$35.25

Account Summary

Credit Limit	Available Credit Limit	Beginning Balance	Ending Balance	Balance Subject to Interest Rate	Days In Billing Cycle
$3,000.00	$177.31	$2,777.94	$2,857.94	$2,814.49	31

Rate Summary Variable Rate

Effective Date of Rate	Number of Days	Daily Periodic Rate	Corresponding Annual Percentage Rate
03/01/2020	31	0.0404115%	14.750%

Payment Due Summary

Payment Due	Minimum Payment Due
04/24/2020	$63.47

2020 Totals Year-To-Date

Total Fees Charged in 2020	$0.00
Total Interest Charged in 2020	$105.21

Total Interest Charged represented above is the amount of interest billed to your account.
This amount may be different than the amount paid by you during the prior year.

PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
412 E PARK ST
YORKVILLE IL 60560

Account Number	[redacted]
New Balance	$2,857.94
Payment Due	04/24/2020
Minimum Payment Due	$63.47

Amount Enclosed

$.

First National Bank
P O Box 30038
Omaha, NE 68103-1138

Make Checks Payable to FNBO

50202053 00000081042817 0000006347

CONTACT INFORMATION
Telephone us at: (800) 990-5713
Write us at: First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095
Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

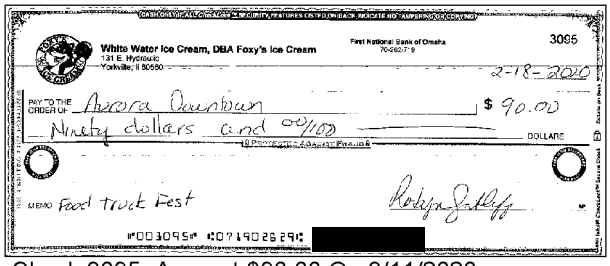
Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

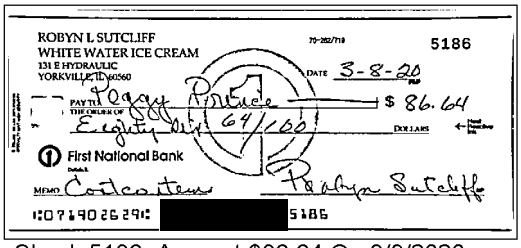
If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

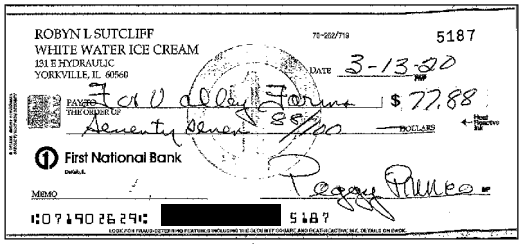
PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.


White Water Ice Cream, DBA Foxy's Ice Cream
131 E. Hydraulic
Yorkville, IL 60560
First National Bank of Omaha
3095
2-18-2020
PAY TO THE ORDER OF Aurora Downtown $ 90.00
Ninety dollars and 00/100 DOLLARS
MEMO Food Truck Fest
Robyn Sutcliffe
⑈003095⑈ ⑆071902629⑆ [redacted]

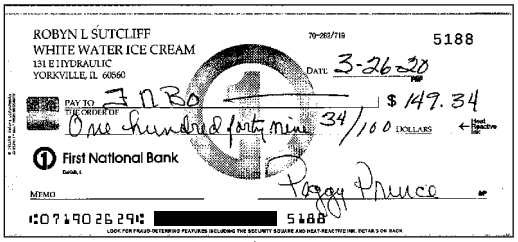
Check 3095, Amount $90.00 On 3/11/2020


ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
131 E HYDRAULIC
YORKVILLE, IL 60560
70-282/719
5186
DATE 3-8-20
PAY TO THE ORDER OF Peggy Prince $ 86.64
Eighty six 64/100 DOLLARS
First National Bank
MEMO Collectibles
Robyn Sutcliffe
⑆071902629⑆ [redacted] 5186

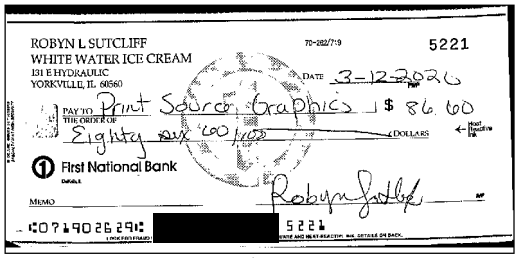
Check 5186, Amount $86.64 On 3/9/2020


ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
131 E HYDRAULIC
YORKVILLE, IL 60560
70-282/719
5187
DATE 3-13-20
PAY TO THE ORDER OF Fox Valley Farms $ 77.88
Seventy seven 88/100 DOLLARS
First National Bank
MEMO
Peggy Prince
⑆071902629⑆ [redacted] 5187

Check 5187, Amount $77.88 On 3/17/2020


ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
131 E HYDRAULIC
YORKVILLE, IL 60560
70-282/719
5188
DATE 3-26-20
PAY TO THE ORDER OF FNBO $ 149.34
One hundred forty nine 34/100 DOLLARS
First National Bank
MEMO
Peggy Prince
⑆071902629⑆ [redacted] 5188

Check 5188, Amount $149.34 On 3/30/2020


ROBYN L SUTCLIFF
WHITE WATER ICE CREAM
131 E HYDRAULIC
YORKVILLE, IL 60560
70-282/719
5221
DATE 3-12-2020
PAY TO THE ORDER OF Print Source Graphics $ 86.60
Eighty six 60/100 DOLLARS
First National Bank
MEMO
Robyn Sutcliffe
⑆071902629⑆ [redacted] 5221

Check 5221, Amount $86.60 On 3/16/2020

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

DOCUMENTATION of EMPLOYEE STATUS

Expand as Needed

Provide a list of all **personnel that were employed as of January 1, 2020 as well as new hires since that date**. Include the business owner(s). Indicate status of each employee. Provide the total of employees on 1/1/2020.

Employee Name	Employee's Last 4 Digits of Social Security #	Status on 1/1/20		Current Status			
		Employed	Hired after 12/31/19	Employed working at business location	Employed working remotely	Temporarily Laid Off	Terminated
Casey Sutcliff	7095	✔	☐	☐	☐	✔	☐
Olivia Perez	2633	✔	☐	☐	☐	✔	☐
Alexa DeGarmo	2043	✔	☐	☐	☐	✔	☐
Summer Mueller	0694	✔	☐	☐	☐	✔	☐
Alexa Tranter	8688	✔	☐	☐	☐	✔	☐
Madeline Klepanow	9649	✔	☐	☐	☐	✔	☐
Rebecca Jaustis	1627	✔	☐	☐	☐	✔	☐
Alyssa Edwards	6510	✔	☐	☐	☐	✔	☐
Emily Eberhart	3437	✔	☐	☐	☐	✔	☐
Samantha Morelo	7537	✔	☐	☐	☐	✔	☐
Hanna Jaros	9003	✔	☐	☐	☐	✔	☐
Summer Pierson	4312	✔	☐	☐	☐	✔	☐
Ethan Irvine	5967	✔	☐	☐	☐	✔	☐
Jillian Runkle	5276	✔	☐	☐	☐	✔	☐
Melanie Holzer	1179	✔	☐	☐	☐	✔	☐
Hailey Pierson	0321	✔	☐	☐	☐	✔	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐
TOTAL:		16					

BUSINESS CERTIFICATIONS

The Business understands that no aspect of the project proposed for assistance will commence prior to the award of funds to the community and the receipt of environmental clearance.

The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes the Department of Revenue to provide such a letter stating whether the records of the Department show that Borrower is in compliance with all tax acts administered by the Department of Revenue and to which Borrower is subject.

The Business also certifies that no tax liens, including but not limited to, municipal, county, state, or federal, have been filed against the Business, any partners of the Business, the majority shareholder of the Business, or in the name of a related business owned by the recipient.

The Business authorizes the Department of Commerce and Economic Opportunity to verify in any manner deemed appropriate any and all items indicated in this application which includes information obtained through the Illinois Department of Employment Security, Consumer Credit Bureau Services, business reporting services such as Dun and Bradstreet and criminal history record check.

The Business certifies that all information and documentation contained in this application, is accurate, complete and true to the best of his/her knowledge.

The Business certifies that it has read and understands the application guidelines.

Robyn Sutcliff
Signature of Chief Executive Officer

April 29,2020
Date

Robyn Sutcliff
Typed Name of Chief Executive Officer

White Water Ice Cream, LLC, DBA Foxy's Ice Cream
Name of Business

30-0698220
FEIN #

131 E. Hydraulic, Yorkville, Il 60560
Business Address

n/a
DUNS #

5812
SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 29 day of April, 2020 by and between the City of Yorkville ("Unit of Local Government") and White Water Ice Cream, LLD, DBA Foxy's Ice Cream, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $21,532 representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)
White Water Ice Cream, LLC, DBA, Foxy's Ice Cream

By: (Name of Officer)
Its: President

Address:

By: Honorable (Name of Mayor)
Its: Mayor

Address:

1

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: https://www.ilsos.gov/corporatellc/

This requirement does not apply if the benefiting business is a Sole Proprietorship.

File Number 6803-908-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WHITE WATER ICE CREAM, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 21, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 22ND *day of* APRIL *A.D.* 2020 .

Authentication #: 2011300444 verifiable until 04/22/2021

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

15). Working Capital: Costs directly related to the service or activities of the business.

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	*1*	*Monthly*	*$ 2,191.00*	*2*	***$ 4,382.00***
Fringe Benefits				*2*	***$ -***
Occupancy (Rent/Mortgage Payments)	*1*	*Monthly*	*$ 500.00*	*2*	***$ 1,000.00***
Utilities (Electrical, Gas, Water, Sewer)	*1*	*Monthly*	*$ 487.00*	*2*	***$ 974.00***
Telecommunications & Internet	*1*	*Monthly*	*$ 152.00*	*2*	***$ 304.00***
Inventory/Goods Necessary to do Business	*1*	*Monthly*	*$ 5,891.00*	*2*	***$ 11,782.00***
Supplies (office-related)	*1*	*Monthly*	*$ 322.00*	*2*	***$ 644.00***
Contractual Services (pest control, cleaning, etc.)	*1*	*Monthly*	*$ 361.00*	*2*	***$ 722.00***
Other (specify): Maintance, repairs	*1*	*Monthly*	*$ 760.00*	*2*	***$ 1,520.00***
Other (specify): Advertsing, marketing	*1*	*Monthly*	*$ 2,244.00*	*2*	***$ 4,488.00***
	1				***$ -***
				State Total	***$ 25,816.00***

Total State-Funded Working Capital ***$ 25,816.00***

Working Capital Narrative (State):

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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2020-40

Agenda Item Summary Memo

Title: Adding Chapter 7 to Title 4 of the City Code

Meeting and Date: City Council – May 12, 2020

Synopsis: Adding Chapter 7 to Title 4 of the Yorkville City Code regarding fair housing for all.

Council Action Previously Taken:

Date of Action: N/A Action Taken:

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: May 12, 2020
Subject: Adding Chapter 7 to Title 4 of the Yorkville City Code

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Summary

Approval to add Chapter 7 to Title 4 of the Yorkville City Code regarding fair housing for all.

Background

There is a requirement in the Downstate Small Business Stabilization Program that all CDBG grantees (local governments) will be required to pass a Fair Housing Resolution prior to application, if they do not have one.

To meet this requirement the City will have to approve the attached amendment to Title 4 of the City Code to the City to assure full and equal opportunity to all residents of the City to obtain fair and adequate housing for themselves and their families in the City without discrimination against them because of their race, color, sex, gender identity, age, religion, origin, ancestry, sexual orientation, marital status, parental status, military status or source of income.

There are two exemptions to this requirement:

1. Restricting rental or sale of a housing accommodation to a person of a certain age group when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or when the duly recorded initial declaration of a condominium of community association limits such housing accommodations to persons above the age of 50.

2. A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

There is a complaint procedure, that is proposed to go through the Administration Committee. Anyone who violates or fails to comply with this, as determined by the City Council, shall be punished by a fine in any sum not exceeding $750.00.

Recommendation

It is staff recommendation that the City Council approve the Ordinance to add Chapter 7 to Title 4 of the Yorkville City Code regarding fair housing for all.

Ordinance No. 2020-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING TITLE 4 OF THE YORKVILLE CITY CODE BY ADDING CHAPTER 7

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 4 of the Yorkville City Code, establishes regulations to assure the health and safety of City residents; and,

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") have reviewed the City Code and have determined that it is in the best interest of the City and its residents to amend Title 4 by providing regulations to assure all residents have full and equal opportunity to obtain adequate housing without discrimination.

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 Yorkville City Code, be and is hereby amended by adding Chapter 7 to Title 4 as follows:

"4-7-1: CITY POLICY:

> It is hereby declared the policy of the City to assure full and equal opportunity to all residents of the City to obtain fair and adequate housing for themselves and their families in the City without discrimination against them because of their race, color, sex, gender identity, age, religion, origin, ancestry, sexual orientation, marital status, parental status, military status or source of income.

4-7-2: DISCRIMINATION PROHIBITED:

> It is further declared to be the policy of the City that no owner, lessee, sublessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent or lease any housing accommodation, within the City, or agent of any of these, should refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations because of his or her race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual

orientation, marital status, parental status, military status or source of income in the terms, conditions, or privileges or the sale, rental or lease of any housing accommodation or in the furnishing of facilities or services in connection therewith.

4-7-3: RETALIATION PROHIBITED:

No person shall retaliate against any individual because such individual has:

(1) opposed what he or she reasonably and in good faith believes to be an incident of unlawful discrimination or sexual harassment; or,

(2) made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding or hearing under this Chapter.

4-7-4 UNFAIR HOUSING PRACTICES:

It shall be an unfair housing practice and unlawful for any owner, lessee, sublessee, assignee, managing agent, condominium association board of managers, or other person, firm or corporation having the right to sell, rent, lease, sublease, or establish rules or policies for any housing accommodation, within the City, or any agent of any of these, or any real estate broker licensed as such:

A. To make any distinction, discrimination or restriction against any person in the price, terms, conditions or privileges of any kind relating to the sale, rental, lease or occupancy of any real estate used for residential purposes in the City or in the furnishing of, or access to, any facilities (including common areas or common elements such as but not limited to elevators, hallways, entrances, and garages, and in instances in which access to these is to be gained with the use of an ambulatory assistive device, wheelchair, stroller or comparable device), privileges, furnishings, or services rendered in connection with the use or occupancy therewith, predicated upon the race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status or source of income of the prospective or actual buyer or tenant thereof. Provided, however, that the access provision in this subsection does not mandate modifications, accommodations, other actions not also required by the Federal Fair Housing Act and its regulations.

B. To refuse to sell, lease or rent, any real estate for residential purposes within the City because of the race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status or source of income of the proposed buyer or renter.

C. To discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction,

rehabilitation, repair or maintenance of any residential housing unit in the City because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status or source of income.

D. To solicit for sale, lease or listing for sale or lease, residential real estate within the City on the ground of loss of value due to the present or prospective entry into any neighborhood of any person or persons of any particular race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status or source of income.

E. To deliberately and knowingly refuse examination of any listing of residential real estate within the City to any person because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military status or source of income.

4-6-5: EXEMPTIONS

No provision of this chapter shall be construed to prohibit any of the following:

A. Restricting rental or sale of a housing accommodation to a person of a certain age group when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or when the duly recorded initial declaration of a condominium of community association limits such housing accommodations to persons above the age of 50; provided, that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation.

B. A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

4-6-6: COMPLAINT PROCEDURE

Any person aggrieved in any manner by any violation of this chapter may file a written complaint with the Administration Committee which has been appointed by the Mayor. The complaint shall include the name and address of the complainant and of every persons against whom the complaint is made, and shall set out the facts giving rise to the complaint. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation of a complaint.

4-6-7: VIOLATION-PENALTY

Any owner, lessee, sublessee, assignee, managing agent, condominium association board of managers, or other person, firm, corporation, or real estate broker, who shall violate or fail to comply with any of the provisions of this chapter, as determined by the City Council, shall be punished by a fine in any sum not exceeding $750.00. Nothing herein contained shall be construed so as to preclude any aggrieved person from pursuing such other and further legal and equitable relief to which he may be entitled."

Section 2. Severability.

If any section, paragraph, sentence or clause of this Ordinance is for any reason to be invalid or unconstitutional, such decision shall not affect any other section of this Chapter 6, or part thereof.

Section 3. This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

_____
City Clerk

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2020.

_____
Mayor

Attest:

_____
City Clerk

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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2020-41

Agenda Item Summary Memo

Title: Downstate Small Business Stabilization Program Grant

Meeting and Date: City Council – May 12, 2020

Synopsis: Please see attached memo, participation agreement, and resolutions of support. Please refer to the Public Hearing section of the packet for copies of the business applications.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 6, 2020
Subject: Downstate Small Business Stabilization Program

Summary

Review and consideration of participation in the State of Illinois' Downstate Small Business Stabilization Program on behalf of 18 Yorkville businesses, including resolutions of support for each business, a fair housing ordinance, and a future intergovernmental agreement with Kendall County for use of revolving loan funds to backstop the City's risk in the grant program.

Background

This item was last heard by the City Council at the April 28th meeting, when staff gave an update that multiple applications were expected for the downstate program at the May 12th City Council meeting.

The Downstate Small Business Stabilization Program is a Illinois Department of Commerce and Economic Opportunity (DCEO) program that provides up to $25,000 for small businesses impacted by the pandemic. The program is set up so the City is the middleman of the arrangement. The City is the grant entity, and applies to the state on behalf of each business. If the State approves the City's and businesses' grant application, the State sends the grant money to the City. The City then sends the money to the business for use. The requirements of the grant are simple. The business must use half of the funds for payroll and half for working capital, and the business must remain open for 60 days after funding is awarded.

The City sought businesses for this grant program through Lynn Dubajic, Economic Development Consultant, and the Yorkville Area Chamber of Commerce. Through their due diligence, we identified around 50 businesses that might be eligible for this grant. Lynn spent a few weeks answering questions about the grant program with businesses and came up with around 2 dozen that were interested in proceeding. Eighteen businesses were able to get their materials into the City before publication of a public notice on May 5th for the public hearing at the May 12th City Council meeting. Those businesses and their grant requests are:

1)	Advanced Physical Medicine	$25,000
2)	Tiki Tan	$25,000
3)	BH Martial Arts	$25,000
4)	Virtues in Motion Dance Studio	$25,000
5)	Brenart Eye Clinic	$25,000
6)	Salsa Verde	$25,000
7)	Duy's Shoes	$25,000
8)	Harmony Aesthetics	$11,644
9)	Haven Medical Spa	$25,000
10)	Heartland School	$25,000

11)	Idea Marketing Group	$25,000
12)	Mike and Denise's	$25,000
13)	Crossfit Exemplify	$25,000
14)	Sterchi Chiropractic	$25,000
15)	The Law Office	$25,000
16)	Exemplify Health Center	$25,000
17)	Upper Crust Catering	$25,000
18)	Foxy's Ice Cream	$25,000
	TOTAL	$436,644

The City Council is required to conduct a public hearing on each of these businesses and then consider a resolution of support for each business. Subsequent to City Council approval of the grant for each business, and prior to sending in the application for the business to the DCEO, the City and the business must co-sign the participation agreement which governs the repayment of funds in the event of grant violation. One example of the participation agreement is included as an attachment to this memo, for reference. The other 17 agreements will be identical in terms.

In the event the business either uses the grant funds inappropriately, or does not remain open for 60 days, the City is responsible for paying the state back the equivalent of the grant funds sent to the business. Per the participation agreement between the City and the business, the City could then litigate against the business to recover the funds. However, in preparation for this being an anticipated hurdle with the City Council, we approached Kendall County about serving as the guarantor of funds for the City. Kendall County committees and boards have signaled approval of the concept of using Kendall County revolving loan funds for this purpose. Kendall County intends to send the City an intergovernmental agreement this week or next week, which will allow us access to the Kendall County revolving loan funds for this repayment. Verbally, County Administrator Koeppel anticipates the intergovernmental agreement to result in the County sending the City $400,000 in revolving loan funds, the City using those funds to reimburse the state for any grant violations over the next year, and then sending back the unused funds to the County at the end of a one year period. In exchange for the use of these funds, the County will be asking for the City to sign over the right to recover funds from the businesses that violate the grant agreement. Staff feels all of those components are reasonable.

The staff acknowledges that the total amount of the grants for this first round of businesses ($436,644) is greater than the anticipated amount of Kendall County revolving loan funds available to the City ($400,000). Staff does not feel this will be a practical issue, as we anticipate that only a handful of the City's grant applications will be approved by the state and that the grant program has very easy grant guidelines. Nonetheless, by approving resolutions of support for $436,000 worth of grants and having only $400,000 in County funds available, there is a scenario (however unlikely) where the City is at risk for the difference. Further, the City has received applications for a few more businesses and could potentially see another 5-12 businesses apply to the City for a May 26th public hearing. All of those applications would be above and beyond the County's funds. To reiterate, even if the City sends in 30 applications, we think it is unlikely more than 5 or so will be approved by the State given the amount of applications to be received statewide compared to the $20m in available funding.

One of the final components of the grant program is the existence of a fair housing ordinance. Attorney Orr has drafted an ordinance, and Assistant Administrator Willrett has included a cover memo describing the ordinance.

Recommendation

Staff recommends approval of the resolution of support for all 18 grant applications, and approval of the fair housing ordinance. Because the County intergovernmental agreement has not yet been received by the City at time of City Council packet creation, we recommend that the approval of the resolution of support for each of the 18 grant applications be contingent upon future approval of the County intergovernmental agreement. Pending City Council approval, staff can finalize all of the application materials and have them ready for submittal whenever the City Council is able to approve the intergovernmental agreement.

Finally, while the City Council typically does not vote on items the same night as a public hearing per the Procedural Ordinance (attached), we do feel that it would be beneficial to get the applications and businesses approved tonight so the next City Council meeting with the intergovernmental agreement is simpler. We have drafted the motion for approval the grant applications to waive that requirement. If the City Council does not wish to vote on the grant applications at the May 12th City Council meeting, we would then add all 18 applications and the intergovernmental agreement to the next City Council agenda for a vote.

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

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020 by and between the City of _____ ("Unit of Local Government") and _____, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. GENERAL DEFINITIONS

1.1 "Application" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.

1.2 "DCEO Funds" shall mean the sum of $_____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.

2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.

2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).

2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

(a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.

(c) This Agreement constitutes a valid and binding agreement of Business.

(d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.

(e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.

(f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.

3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act,

as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.

(a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;

(b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

(c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or

other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

(e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.

4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.

4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.

4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.

5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.

5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.

6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.

6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).

6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).

6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce

and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer) Its: President	By: Honorable (Name of Mayor) Its: Mayor
Address:	Address:

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Advanced Physical Medicine of Yorkville, Ltd, 207 Hillcrest Avenue, Suite A, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of BH Martial Arts, 664 W Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of C & C Studios, Inc dba Virtues In Motion Dance Studio, 104 Beaver Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Duy's Incorporated, 135 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Harmony Aesthetics, LLC, 223 S. Bridge Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Haven Yorkville, LLC dba Haven Medical Spa, 120 E. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of The Heartland School, LLC, 708 E. Veteran's Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Mike & Denise's Pigeon Hill Diner, Inc., 728 E. Veteran's Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, 634 Veterans Parkway, Unit F, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

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MAYOR

Attest:

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CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of The Law Office Corporation, 759 John Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

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Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

Resolution No. 2020-_____

RESOLUTION OF SUPPORT FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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, the City is applying to the State of Illinois for a Community Development Block Grant Program grant on behalf of White Water Ice Cream, LLC, DBA Foxy's Ice Cream, 131 E. Hydraulic Street, Yorkville, IL (the "Local Business"), and

WHEREAS, it is necessary that an application be made by the City on behalf of the Local Business, and agreements entered with the State of Illinois.

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 apply for a grant on behalf of the Local Business under the terms and conditions of the State of Illinois and shall enter in to and agree to the understandings and assurances contained in said application.

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Section 5. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

_____

MAYOR

Attest:

_____

CITY CLERK

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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2020-42

Agenda Item Summary Memo

Title: FY 21 Budget Update

Meeting and Date: City Council – May 12, 2020

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N / A Action Taken:

Item Number:

Type of Vote Required: N / A

Council Action Requested: Discussion

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 7, 2020
Subject: FY 21 Budget Updates – Pandemic and Recession

Summary

A review of potential budget updates for the FY 21 budget, due to the COVID-19 pandemic and likely national recession.

Background (all new text)

The City Council last discussed the FY 21 budget memo at the April 28th City Council meeting. For ease of use, we have kept the structure and content of that memo and will add commenting paragraphs below each bulletpoint with any updates.

Important concepts (new text only where update is noted)

1. What will be the size and length of the economic downturn? What will be the timing and shape of the recovery?
    a. April 23, 2020 update – Here's some article headlines and a chart on the economic situation:
        i. "US Weekly jobless claims hit 4.4 million, bringing 5-week total to more than 26 million" – CNBC
        ii. "Stocks fight for gains as small business relief overshadows job losses" – Fox Business
    b. **May 7, 2020 update** – Wednesday's unemployment filing report from the federal government showed another ~3.2m in unemployment claims and around 33 million claims during the pandemic. The April jobs report is expected to be released the morning of Friday, May 8th, and is expected to show the worst job losses in any one month in American history and an unemployment rate of ~15%. As a comparison, the worst unemployment rate during the Great Recession was around 10%, when 7.5 million jobs were lost over the course of a year and a half, and the worst unemployment rate estimate during the Great Depression was 25%.

2. Income tax filings have been delayed by the state from April to July. Late penalties are being waived, giving people less incentive to file on time. This will delay the observation of the economic downturn on state income tax payments, causing less accurate LGDF estimates.
    a. April 23, 2020 update – LGDF estimates have not been created by the IML or IGFOA, but the Governor's Office of Management and Budget (GOMB) has released their own estimates for impacts to state income taxes. While these revenue estimates are not exactly correlated to the City's share of state income taxes, they are a good baseline. As of early April, the GOMB is anticipating a 6.9% decline in individual income taxes for

their entire FY 20 budget estimates, which ends June 30, 2020, and another 8.8% decline in individual income taxes for the entire FY 21 budget estimate, which ends June 30, 2021. For those same time periods, they anticipate corporate income taxes to decrease 12% and 17% off their budget estimates. Our early staff estimate is that this could impact the City's FY 20 budget by $130,000 and the FY 21 budget by $120,000.

b. **May 7, 2020 Update** – IML released its LGDF estimates this week, anticipating a 15% decline over FY 20 actuals. Based on the GOMB estimate of around a 7% decrease from my April 23rd update above, this is a further loss of around $160,000 in the general fund. A spreadsheet of City budget comparisons to the IML estimate is attached to this memo.

3. Sales tax submittals to the state by bars and restaurants is being deferred in timing and amount. Certain bars and restaurants may now pay only a portion of their obligation of state sales tax for February, March, and April consumer sales through August 2020.
   a. May 7, 2020 Update – The March state sales tax report was released on May 7, 2020. This March report covers February consumer sales, which were generally pre-pandemic but this is the first period where bars and restaurants could defer their payment of sales taxes to the state. The February consumer sales were much higher than the City expected, even in a normal budget. The February 2020 consumer sales tax amounts were 9% higher than the February 2019 consumer sales tax amounts. We have not been able to verify this theory with business-level sales tax data, but it appears almost no businesses chose to defer their sales tax payments to the state.

4. One report that miles driven in the Chicagoland region after the stay-at-home order was issued is 67% less miles than normal. Since MFT is based on a per gallon flat rate, the relationship between miles driven and gas taxes received by the City should be linear, i.e. 67% less.

5. The City's utility bills (water, sewer, sanitary district, garbage, and road infrastructure fee) were due on April 6th for usage that occurred in December and January. The City staff was monitoring payment counts and amounts received and can report that neither figure was outside of normal expectations. The "late" bills are due April 20th, and staff will monitor whether those figures are outside expectations. The next full utility bill cycle will cause bills to be due June 5th.
   a. April 23, 2020 Update – The April 20th late bill payment deadline was within normal expectations.

6. A number of the City's capital funds are dependent upon impact fees. Fortunately, the City has been extremely conservative in new housing start estimates and does not depend on these revenues for ongoing operational expenditures. The Mayor and staff have been polling local and national home builders and all remain optimistic for the construction season.

7. The State of Illinois is one of the least financially prepared states for a major recession or depression. The State has already begun sweeping different funds and delaying payments to non-health and non-medical organizations. Members of both political parties in Illinois in the past have discussed slashing state revenue sharing with municipalities. While no specific proposal is on the table at this time, one could easily imagine a scenario where municipal-related state funds are swept, and state revenue sharing is significantly reduced.
   a. April 23, 2020 Update – The state has moved funds around within their own budget but has not yet signaled any impact to revenue streams shared with municipalities.

8. The City's cash position and cash flow, even in extreme circumstances and with no affirmative action by the City is ok through 2020. The City's cash position and cash flow, in extreme circumstances and with no affirmative action by the City will enter crisis territory in mid-2021 before being untenable by the end of 2021. The City's valley of cashflow will occur in December 2020 and December 2021, when most of the City's bond payments are made.

Important Dates (new text only where update is noted)

9. When the curve is flattened

10. When different sectors of the economy are able to restart
    a. **May 7, 2020 Update –** The Governor's stay at home order has been extended through the end of May, and his reopening plan illustrates months before a return to economic normalcy. There has been widespread push back from the business community on this plan, and it remains to be seen whether it will change as a result of data or pressure from the public.

11. Early May 2020 – when the sales tax monthly report for February consumer sales will be released, and when the sales tax reporting deferral will be seen
    a. **May 7, 2020 Update –** As noted above, there is no evidence of impact from sales tax reporting deferrals on the sales tax amounts received.

12. Mid May 2020 – when the MFT monthly report for March consumer sales will be released

13. Early June 2020 – when the sales tax monthly report for March consumer sales will be released from the state, and the first with potentially lower sales and reporting deferrals

14. Early July 2020 – when the sales tax monthly report for April consumer sales will be released from the state

15. July 1, 2020 – when the first, partial online sales tax methodology change goes into effect statewide, resulting in modest (relative) sales tax revenue increases for municipalities

16. July 2020 – when income taxes are due to the state

17. September 2020 – when the first sales tax monthly report will be released that could possibly the first sales tax monthly report with no deferrals

18. August 2020 – no action has been taken by Kendall County to implement this date yet, but the current discussion for property tax payment dates would push the first payment out to August 2020

19. November 2020 – state referendum on progressive income tax

20. December 2020 – large bond payments are due, representing a valley of cashflow

21. January 1, 2021 – when the second, full online sales tax methodology change goes into effect statewide, resulting in potentially significant (relative) sales tax revenue increases for municipalities

22. February 2021 – when abatement ordinances on alternate revenue bonds are due to the County

23. December 2021 – large bond payments are due, representing a valley for cashflow

Revenues – Summary (mostly new text)

With the release of the IML estimates on municipal revenue streams this week (referenced earlier in the memo), the staff was able to put together comparisons for several revenue streams. That comparison spreadsheet is attached. Whereas the City had estimated a loss of around $1.3m in the general fund on April 23 based on GOMB estimates, the IML estimates were only $75,000 below the GOMB estimates in aggregate, for a total general fund loss of $1.375m. In general and compared to the City's estimates (which were based on the GOMB estimates), the IML predicted a $5k loss in personal property replacement taxes, a $157k loss in income taxes, but no loss of use taxes. The IML anticipates that the widespread move by consumers to online purchases is going to result in an offset of total online sales, for a 0% year to year change. Because the City had predicted a loss of $87k based on the GOMB estimates, this is a positive swing of $87k for the City. In the aggregate in the general fund, a loss of $75k from what we had communicated at the April 28th City Council meeting.

Further, the IML released Motor Fuel Tax and Transportation Renewal Fund (MFT and TRF) estimates this week, and IDOT gave municipalities an update on the REBUILD Illinois bond fund revenues. IML anticipates a 15% loss of MFT from FY 20 actuals, and a per capita TRF amount of $14.20 (reminder, the TRF revenues were a result of the gas tax increase last year and this is the first year municipalities are receiving them, which is why they are not listed as a percentage change from last year). Compared to the City FY 21 budget, this is a loss of $80k in MFT and $45k in TRF. However, the City budgeted only $5k in REBUILD Illinois bond proceeds, and IDOT indicated the REBUILD Illinois bond sale would result in over $1.2m in revenues for Yorkville over a three-year period. For FY 21, IDOT estimates that this will include two $200k+ payments to the City. The City had only budgeted $5k because no estimates or bond amounts had ever been made available by IDOT. Thus, the MFT fund and it's related revenues sees a potential positive swing of $287,000 for FY 21.

The primary concerns of the ongoing situation are explained in greater detail below; but for the most part, can be summarized as follows:

- the State cutting or delaying various tax remittances
- the County delaying property tax distributions and the impact of a potential recession on the local real estate market
- delays and non-payments of various utility billing charges
- limited investment opportunities in a low interest rate environment
- the impact on the building and development community should a prolonged recession occur
- the duration of social distancing, as many revenue streams are dependent upon people freely engaging in various activities in a public setting

Revenues - Highest concern (new text only where update is noted)

24. Municipal and NHR Sales Tax – account for approximately one-third of all General Fund revenues and can be highly volatile. Restaurants and bars generate ~14% of all municipal sales tax receipts. Could see potential losses from proposed FY 21 amounts of over $750,000, based on current anecdotal sales information and the stay-at-home order being issued through the end of April.
    a. April 23, 2020 Update – While the stay at home order has not been extended past April 30th, recent comments by the Governor and Mayor of Chicago, as well as modeling for the COVID-19 case count, seems to indicate that widespread impacts to public gatherings will occur for several weeks, if not months. The staff has updated the FY 21 sales tax

estimates, and now expects to see a decrease of more than $1,000,000 in regular and non-home rule sales taxes.

b. May 7, 2020 Update – The stay at home order has been extended through May, and the Governor's reopening plan makes it seem that widespread retail and restaurant impacts will occur through the Summer. As noted above, the February consumer sales tax / March state receipts report was released on May 7, 2020 and the 2020 figures were 9% higher than the 2019 figures for the same month. At least in the run up to the pandemic, no sales tax downturn was observed.

Revenues - High concern (new text only where update is noted)

25. Income Tax – could possibly decline by $200,000 or more due to sharp increases in unemployment levels and lower corporate profits should a recession occur. The State is also likely to either cut or delay payments, due to their own budgetary issues.
    a. **May 7, 2020 Update –** As mentioned earlier in the memo, the IML released their revenue estimates, expecting a 15% decrease in income tax revenues from FY 20 actuals. This is a loss of $300k between FY 20 and FY 21. As of April 28th, the City was assuming a loss of only ~$140k between FY 20 and FY 21, which means the income tax picture has become ~$160k worse than we expected.

26. Local Use Tax – decline could be marginal, due to the prevalence of on-line sales. However, the State is also likely to either cut or delay payments.
    a. **May 7, 2020 Update –** As mentioned earlier in the memo, the IML released their revenue estimates, which expect no change between FY 20 and FY 21. As of April 28th, the City was assuming a loss of ~$87k in use taxes, which means the use tax picture has become $87k better than we expected.

27. Motor Fuel Tax – may decline by over $100,000 from decreased demand, as a result of high unemployment and more people working remotely. The State also likely to either cut or delay payments.
    a. **May 7, 2020 Update –** As mentioned earlier in the memo, the IML released their MFT and TRF estimates, expecting a loss of 15% in MFT and lowering their per capita projections for TRF slightly. In the FY 21 budget approval, the City assumed moderate growth in the MFT and had not updated those estimates as a result of the pandemic. As a result, the IML estimates for MFT and TRF are $125,000 worse than we expected.

28. Water Sales, Infrastructure Fees and Late Penalties – water sales may decline due to shrinking usage or wet weather. May adversely impact cash flow due to customers paying late or not at all. Late penalties may also vary, depending on whether or not fees are waived.

29. Sewer Maintenance Fees and Infrastructure Fees – similar to water infrastructure fees, may adversely impact cash flow due to customers paying late or not at all.

30. Child Development and Athletics & Fitness – may result in substantial refunds and season cancellations depending on how long the shelter in place order lasts and the willingness of residents to reengage in public activities.

31. Library Property Taxes – account for ~95% of all Library revenues. Any substantial delays in payments or remittance may result in serious operational and cash flow issues for the Library.

32. TIF Property Taxes – any substantial delays in payments or remittance would add continued pressure to the General Fund, which directly offsets the negative cash position of the three TIF Funds. In future fiscal years, a potential decline in property values would further inhibit the TIF districts ability to eliminate its negative equity position.

Revenues - Medium concern (all old text, no updates)

33. Corporate Property Taxes – may be delayed by the County. This, coupled with delayed remittance of state taxes, would put a strain on operational cash flow. In future fiscal years, this revenue stream may continue to decline, as more and more funds are diverted away to cover the City's contribution to the Police Pension Fund.
    a. April 23, 2020 update – Property taxes are not being delayed by the County, but late fees are being waived for a couple months.

34. Building Permits, Connection & Development Fees – the impact on permit revenue from the pandemic and recession that is anticipated to follow, remains to be seen. Staff will continue to provide updates regarding these revenue streams as information becomes available.

35. Amusement, Video Gaming & Hotel Taxes – the impact on these revenue streams are wholly dependent on the longevity of the COVID-19 pandemic and the shelter in place order from the Governor. Hotel tax receipts will have limited impact on the City budget, as 90% of all proceeds received are remitted to the AACVB.

36. Investment Earnings – are expected decline sharply City-wide in the upcoming fiscal year, due to potentially declining revenues and an extremely low interest rate environment.

37. MFT High Growth Earnings – similar situation to the other state taxes mentioned above, these proceeds could be swept or delayed by the State.

Revenues - Low or no concern (all old text, no updates)

38. These revenue streams are comprised of pass-through items (such as business district or admission taxes), various reimbursements from developers and other sources, and all other revenues not previously identified – with minimal, individual impact on the overall budget.

Expenditures under consideration (all old text, no updates)

The Mayor and staff have preliminarily discussed a first cut list of approximately $1.3m in the general fund or related funds and $200,000 in the water fund to offset a potential loss of $1.3m in general fund revenues. We have reprinted the full list of the "easy/medium/difficult" categories from the April 14th City Council memo, with items recommended to be cut noted. All of the cuts marked below will be continuously reviewed by the Mayor and staff, and may be amended or rescinded in the future.

Expenditures - Easy to implement (all old text, no updates)

39. Delay the proposed new PW employee - $100,000 annually through FY 25
    a. April 23, 2020 Update – Cut until things stabilize.

40. Delay the FY 22 Police Commander - $150,000 annually beginning in FY 22 and annually through FY 25
    a. April 23, 2020 Update – Cut until things stabilize.

41. Implement a hiring freeze/review process whenever a vacancy occurs. The City has one anticipated retirement in the police department at the end of FY 20, and the Chief and the Mayor have proposed leaving that position vacant going forward - $85,000 annually through FY 25 for police retirement vacancy; TBD for all other employees
    a. April 23, 2020 Update – Implement a hiring freeze on a case-by-case basis. Do not rehire position to be vacated through one police officer retirement. Do not hire seasonal part-time help in the Parks and Public Works Departments.

42. Cutback or reduce new budget proposals
    a. New sidewalk program – gross annual spend proposed at $125,000
        i. April 23, 2020 Update – Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.

    b. Pavement striping – gross annual spend proposed at $62,000
        i. April 23, 2020 Update – Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.

    c. Public Works building RFQ - $30,000
        i. April 23, 2020 Update – Cut until things stabilize.

    d. Police building RFQ - $30,000
        i. April 23, 2020 Update – Cut until things stabilize.

    e. E-ticketing software - $26,500
        i. April 23, 2020 Update – Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.

    f. Office chairs - $10,000
        i. April 23, 2020 Update – Cut until things stabilize.

g. Buy one less police vehicle per year - $65,000 potential savings per vehicle
    i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.

h. Bulk water dispenser - $20,000
    i. April 23, 2020 Update – Not cut for the time being, as cost is housed within the water fund.

i. Enterprise Resource Program (ERP) - gross budget spend in FY 21 and FY 22 proposed at $475,000
    i. April 23, 2020 Update – Cut this project but continue to do due diligence on reducing scope and cost of a future ERP project and watch for a turnaround and opportunity to reinstate at a later date.

j. Cable consortium participation – net annual spend in FY 21 proposed at $65,000
    i. April 23, 2020 Update – Cut participation in the consortium from a financial basis but do due diligence on remaining in the consortium at a reduced contribution amount and/or broadcasting public meetings with in house resources.

Expenditures - Medium difficulty to implement (all old text, no updates)

43. Compensation and benefits
    a. The City implemented a one-week furlough during the last recession. A one-week furlough based on current staff counts and compensation would yield more than $100,000 in savings. This assumes that all employees, including union employees (subject to negotiation), would take a one-week furlough.
        i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient.

    b. The City froze salaries for a year or two during the last recession, depending on the group of employees. A 0% raise for current non-union employees would yield more than $100,000 in savings annually and compounded compared to the FY 21 budget proposal.
        i. April 23, 2020 Update – Recommendation to immediately implement.

    c. The elected official compensation ordinance just approved by City Council doesn't take effect until FY 24, but the annual value is $30,000 over prior compensation levels.
        i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

44. Cutback, reduce, defer
    a. Police pension contributions, currently at 100% funding target but legally required only at 90% funding target - $195,000 difference in FY 21
        i. April 23, 2020 Update – Savings can't be realized until FY 22, which is when the property tax levy to be passed by the City Council in December 2020 will be on the property tax bills. We recommend exploring this option with the police pension fund over the coming months.

b. Greenbriar Road RTBR supplemental project - $200,000 in FY 21
    i. April 23, 2020 Update – Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.

c. 2021 RTBR program - $1,700,000 in FY 22
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

d. Staff training, organization wide - $100,000 annual
    i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.

e. Staff membership in professional organizations – TBD
    i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.

f. Ask for all consultants, vendors, and partners to reduce contract value - TBD
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. However, without being asked, Attorney Orr has reduced her hourly rate by 7.5%.

g. Mosquito control - $6,000 annual
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

h. Library liability insurance - $25,000 annual
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

i. Tuition reimbursement for currently enrolled employees - $15,000 annual in five year budget proposal
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

j. Minute taking change - $4,000 annual
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

k. Snow plow blades - $14,000 in FY 21
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

l. Playground replacements - $200,000 in FY 21
    i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

m. Parks equipment and mowers - $70,000 in FY 21

i. April 23, 2020 Update – Cut until things to stabilize.

n. Sanitary sewer crawler camera - $65,000 in FY 21
   i. April 23, 2020 Update – Cut until things stabilize.

o. Hot water unit for vactor truck - $15,000 in FY 21
   i. April 23, 2020 Update – Cut until things stabilize.

p. Public Works mowers - $31,000 in FY 21
   i. April 23, 2020 Update – Cut until things stabilize.

q. Elizabeth St watermain replacement - $600,000 in FY 21
   i. April 23, 2020 Update – Cut until things stabilize. This project is entirely housed within the water fund, but we are recommending it be deferred indefinitely to protect cash-flow.

r. Water fund capital including vehicles, Appletree Ct watermain, Well #7 electrical work, SCADA upgrades, water tower painting, Orange and Olsen watermain engineering work, and pressuring sensing valve program - $100,000 in FY 21
   i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. Costs are entirely housed within the water fund.

Expenditures - High difficulty to implement or high impact to organization and services (all old text, no updates)

45. Compensation and benefits
   a. Reduce health insurance benefits – TBD
      i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

   b. Change health insurance carrier – would have been $100,000 difference in FY 21 if implemented, value in FY 22 is TBD
      i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

   c. Move to self insurance – Value TBD, but risk to City would increase
      i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

   d. Furloughs of 20% (turning a 40 hour work week into a 32 hour work week) for all employees, including union employees (bargained) - $1,500,000 annual and compounded
      i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

   e. Progressive salary cuts of 5% for employees paid less than $60,000 annually, 10% for employees between $60,000 and $100,000 annually, and 15% for employees above $100,000 - $900,000 annually and compounded

i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

f. Salary freeze for all union employees (must be negotiated) - $100,000 annually and compounded
    i. April 23, 2020 Update – Recommendations to negotiate with unions.

46. Waves of staff layoffs – The City's peak full-time employment count prior to the last recession was 96 actual employees, with 105 budgeted. During the recession and afterwards, the City reduced employment counts through a variety of methods and had a low-count of 71 full-time employees. The City's current employment count as of April is 77. Layoffs would have varying service impacts and cost savings, and specific layoffs would only be discussed in executive session.
    a. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

47. Sell assets
    a. The Van Emmon Activity Center was worth $1.2m prior to the pandemic.
        i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

    b. The 8 acres at Kendall Marketplace was worth $400,000 prior to the pandemic.
        i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

48. Categorical last resorts
    a. Refinance, restructure, and/or renegotiate all bond payments to delay and reduce imminent bond payment amounts.
        i. April 23, 2020 Update – No immediate proposal to implement, but due diligence will be conducted by staff for December 2020 bond payments.

    b. Renegotiate all developer obligations and payments to reduce imminent payment amounts.
        i. April 23, 2020 Update – No immediate proposal to implement, but due diligence will be conducted by staff on a case-by-case basis.

    c. Restructure developer fees and deposits to reduce City's financial burden. This would have the impact of increasing costs to developers and builders.
        i. April 23, 2020 Update - April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

    d. Revenue enhancements. There are many options for raising tax and fee amounts, and creating new taxes but these would only help the organization and would burden the public.
        i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

New Proposals, as of April 23, 2020 (all old text, no updates)

49. Part-time hires – As noted above in the hiring freeze section, the Director Dhuse and Director Evans have both separately made the recommendation not to hire any seasonal part-time help in their departments. $100,000 FY 21 value.

50. Outsourced inspections – Director Noble and Code Official Ratos have been managing inspection workload to minimize outsourcing. $60,000 FY 21 value.

51. Baseline Road Bridge – There has been no specific proposal to spend these funds, as they had been budgeted simply as a protection against a sudden closure of the bridge. $25,000 FY 21 value.

New Proposals, as of May 7, 2020

52. UDO – At the direction of the Mayor, the City staff negotiated a one-year pause of the UDO with both consultants. The consultants agree that the rates and cost within the agreement will continue forward for the extra year and that the study could be resumed at any time within the year. $80,000 FY 21 value.

Recommendation

This is an informational item. Staff requests feedback on the content within.

	FY 20 projected	FY 21 projected	FY 22 projected
Personal Property Replacement Tax, City Budget	$ 16,500	$ 16,500	$ 16,500
Personal Property Replacement Tax, IML Estimate	$ 16,500	$ 11,550	???
Change	$ -	$ (4,950)	
LGDF / State Income Tax Revenues, City Budget	$ 1,905,991	$ 1,777,863	$ 2,064,786
LGDF / State Income Tax Revenues, IML Estimate	$ 1,905,991	$ 1,620,092	????
Change	$ -	$ (157,771)	
Use Tax, City Budget	$ 640,511	$ 553,271	$ 740,185
Use Tax, IML Estimate	$ 640,511	$ 640,511	???
Change	$ -	$ 87,240	
Motor Fuel Tax (MFT), City Budget	$ 462,235	$ 472,697	$ 512,009
Motor Fuel Tax (MFT), IML Estimate	$ 462,235	$ 392,899	????
Change	$ -	$ (79,797)	
Transportation Revenue Funds (MFT adjacent), City Budget	$ 217,802	$ 320,901	$ 347,589
Transportation Revenue Funds (MFT adjacent), IML Estimate	$ 217,802	$ 275,819	????
Change	$ -	$ (45,082)	
REBUILD ILLINOIS BOND FUNDS, City Budget	$ -	$ 5,000	$ 70,000
REBUILD ILLINOIS BOND FUNDS, IML Estimates	$ -	$ 417,874	$ 417,874
Change	$ -	$ 412,874	
Net change, all revenues		$ 212,514	
Net change, general fund		$ (75,481)	
Net change, MFT adjacent funds		$ 287,995	