



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 26, 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

Ken Koch
Dan Transier

WARD II

Jackie Milschewski
Arden Joe Plocher

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

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 \$200,000 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, Crusade Burger Bar LLC, Fast Burrito, Inc., Ginger and Soul Inc., HNM Corporation, NCG Yorkville Inc., NDB Enterprises, Inc. DBA Sunfield Restaurant, and Taekwondo Korea Center Inc.

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

1. Minutes of the Regular City Council – April 28, 2020
2. Minutes of the Regular City Council – May 12, 2020
3. Minutes of the Special City Council – May 19, 2020

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

\$ 311,341.41 (vendors – FY 20)
\$ 800,854.12 (vendors – FY 21)
\$ 290,464.07 (payroll period ending 5/15/20)
\$ 1,402,659.60 (total)

Mayor's Report:

1. CC 2020-43 Downstate Small Business Stabilization Program Grant
 - a. Resolution of Support for a Community Development Block Grant Program Grant (Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, 654 W Veterans Parkway, Suite D, Yorkville, IL)
 - b. Resolution of Support for a Community Development Block Grant Program Grant (Crusade Burger Bar LLC, 209 S. Bridge Street, Yorkville, IL)
 - c. Resolution of Support for a Community Development Block Grant Program Grant (Fast Burrito, Inc., 1214 N. Bridge Street, Yorkville, IL)
 - d. Resolution of Support for a Community Development Block Grant Program Grant (Ginger and Soul Inc., 131 E. Hydraulic, Yorkville, IL)
 - e. Resolution of Support for a Community Development Block Grant Program Grant (HNM Corporation, 227 Heustis Street, Yorkville, IL)
 - f. Resolution of Support for a Community Development Block Grant Program Grant (NCG Yorkville Inc., 1505 N. Bridge Street, Yorkville, IL)
 - g. Resolution of Support for a Community Development Block Grant Program Grant (NDB Enterprises, Inc. DBA Sunfield Restaurant, 382 E. Veterans Parkway, Yorkville, IL)
 - h. Resolution of Support for a Community Development Block Grant Program Grant (Taekwondo Korea Center Inc., 482 E. Veterans Parkway, Yorkville, IL)
2. CC 2020-44 Skid Steer Trade-in and Purchase of New Model
3. CC 2020-45 Ordinance Approving Outdoor Restaurant Sales and Liquor Servicing During the Pandemic
4. CC 2020-46 City Administrator Employment Agreement

Public Works Committee Report:

1. PW 2020-30 Water Department Reports for January, February, and March 2020
2. PW 2020-31 Supplemental MFT Resolution for Bulk Rock Salt
3. PW 2020-32 Ordinance Authorizing Conveyance of Real Estate for Highway Purposes (.095 acres of land at 1975 N. Bridge Street)
4. PW 2020-33 Mill Road Project
 - a. Resolution Approving a Services Agreement with BNSF Railway Company
 - b. Resolution Approving a Stipulated Agreement with the Illinois Commerce Commission and BNSF Railway Company
 - c. Ordinance Approving an Easement Agreement for Roadway Construction, Maintenance and Use (Mill Road)

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2020-30 Treasurer's Report for April 2020
2. ADM 2020-34 Resolution Authorizing the Closure of a Checking Account with First National Bank (Parks and Recreation Bank Account)
3. ADM 2020-35 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Contracts and Purchases
4. ADM 2020-36 Resolution Approving a Revised Fund Balance Policy

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

5. CC 2020-47 FY 21 Budget Update

Additional Business:

Citizen Comments:

Executive Session:

1. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 17, 2020 – 6:00 p.m. – City Hall Conference Room

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

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

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

PUBLIC SAFETY: July 2, 2020 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC WORKS: June 16, 2020 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 26, 2020
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

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 \$200,000 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, Crusade Burger Bar LLC, Fast Burrito, Inc., Ginger and Soul Inc., HNM Corporation, NCG Yorkville Inc., NDB Enterprises, Inc. DBA Sunfield Restaurant, and Taekwondo Korea Center Inc.

CITIZEN COMMENTS ON AGENDA ITEMS:

MINUTES FOR APPROVAL:

1. Minutes of the Regular City Council – April 28, 2020

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

2. Minutes of the Regular City Council – May 12, 2020

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

3. Minutes of the Special City Council – May 19, 2020

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

BILLS FOR PAYMENT:

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

MAYOR'S REPORT:

1. CC 2020-43 Downstate Small Business Stabilization Program Grant

- a. Resolution of Support for a Community Development Block Grant Program Grant (Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, 654 W Veterans Parkway, Suite D, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- b. Resolution of Support for a Community Development Block Grant Program Grant (Crusade Burger Bar LLC, 209 S. Bridge Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- c. Resolution of Support for a Community Development Block Grant Program Grant (Fast Burrito, Inc., 1214 N. Bridge Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- d. Resolution of Support for a Community Development Block Grant Program Grant (Ginger and Soul Inc., 131 E. Hydraulic, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

e. Resolution of Support for a Community Development Block Grant Program Grant (HNM Corporation, 227 Heustis Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

f. Resolution of Support for a Community Development Block Grant Program Grant (NCG Yorkville Inc., 1505 N. Bridge Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

g. Resolution of Support for a Community Development Block Grant Program Grant (NDB Enterprises, Inc. DBA Sunfield Restaurant, 382 E. Veterans Parkway, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

h. Resolution of Support for a Community Development Block Grant Program Grant (Taekwondo Korea Center Inc., 482 E. Veterans Parkway, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2020-44 Skid Steer Trade-in and Purchase of New Model

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. CC 2020-45 Ordinance Approving Outdoor Restaurant Sales and Liquor Servicing During the Pandemic

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2020-46 City Administrator Employment Agreement

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2020-30 Water Department Reports for January, February, and March 2020

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2020-31 Supplemental MFT Resolution for Bulk Rock Salt

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

☐ Removed _____

☐ Notes _____

3. PW 2020-32 Ordinance Authorizing Conveyance of Real Estate for Highway Purposes (.095 acres of land at 1975 N. Bridge Street)

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

☐ Removed _____

☐ Notes _____

4. PW 2020-33 Mill Road Project

a. Resolution Approving a Services Agreement with BNSF Railway Company

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

b. Resolution Approving a Stipulated Agreement with the Illinois Commerce Commission and BNSF Railway Company

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

c. Ordinance Approving an Easement Agreement for Roadway Construction, Maintenance and Use (Mill Road)

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

☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2020-30 Treasurer's Report for April 2020

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

☐ Notes _____

2. ADM 2020-34 Resolution Authorizing the Closure of a Checking Account with First National Bank
(Parks and Recreation Bank Account)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. ADM 2020-35 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Contracts and
Purchases

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. ADM 2020-36 Resolution Approving a Revised Fund Balance Policy

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

5. CC 2020-47 FY 21 Budget Update

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Downstate Grant Program Public Hearing

Meeting and Date: City Council – May 26, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

- ▶ Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers
- ▶ Crusade Burger Bar LLC
- ▶ Fast Burrito, Inc.
- ▶ Ginger and Soul Inc.
- ▶ HNM Corporation (formerly Casa Santiago, now known as Butcher Block 360)
- ▶ NCG Yorkville Inc.
- ▶ NDB Enterprises, Inc. DBA Sunfield Restaurant
- ▶ Taekwondo Korea Center Inc.



Requested Funds

- ▶ The total amount of CDBG funds to be requested is \$200,000.00



Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers

- ▶ The amount of funds requested: \$25,000.00
- ▶ Centers for Foot & Ankle Surgery LTD, D/B/A Foot & Ankle Centers has been serving the Yorkville community since January 1, 1999.
- ▶ Covid-19 has affected our practice by reduction of patient visits by 75%. Our practice is also 30% to 40% surgical, and all elective procedures have been cancelled by outpatient surgery centers and hospitals. Due to the stay-at-home order and low patient census, we have furloughed our staff to rotating shifts. The funds are needed because of the COVID pandemic and the historic numbers of Illinois job losses.
- ▶ The grant money will be used primarily for payroll, rent, utilities, telecommunications, inventory and overhead expenses to keep our doors open, and allow our staff to maintain their jobs.



Crusade Burger Bar LLC

- ▶ The amount of funds requested: \$25,000.00
- ▶ Crusade Burger Bar is a full service bar and restaurant that has operated in Downtown Yorkville since June of 2016.
- ▶ This COVID-19 pandemic has resulted in a loss of about 60% of our normal revenues. Prior to this pandemic we had a total of 38 FTE employees (43 Part Time and 25 Full-Time Employees).
- ▶ If granted these funds, it would allow us to continue paying more of our employees, resulting in the ability to keep some sense of normalcy in our business until we are allowed to re-open for full service again.



Fast Burrito, Inc.

- ▶ The amount of funds requested: \$25,000.00
- ▶ Fast Burrito has been open in Yorkville since March 2005. We are a small family owned business. Our specialty restaurant serves authentic Mexican Food. We employ 5 people.
- ▶ COVID-19 has negatively impacted our business as our dining room is closed and our inventory costs have increased significantly, and our sales have been down drastically.
- ▶ We would use this money to cover the costs of our payroll and other expenses such as rent and utilities.



Ginger and Soul Inc.

- ▶ The amount of funds requested: \$25,000.00
- ▶ Ginger and Soul is a restaurant and catering company located in Yorkville, Illinois. It was established since February of 2015 and employs five people along with seasonal help.
- ▶ Covid 19 has hurt the business greatly. The dining room is closed and catering jobs have been cancelled. Revenue has been drastically reduced.
- ▶ The CDBG funds will allow Ginger and Soul to maintain all their employees on payroll as well as acquire supplies needed to carry out jobs. The funds would also allow for rent and utilities to be paid until the restaurant is allowed to open in full capability and capacity again.

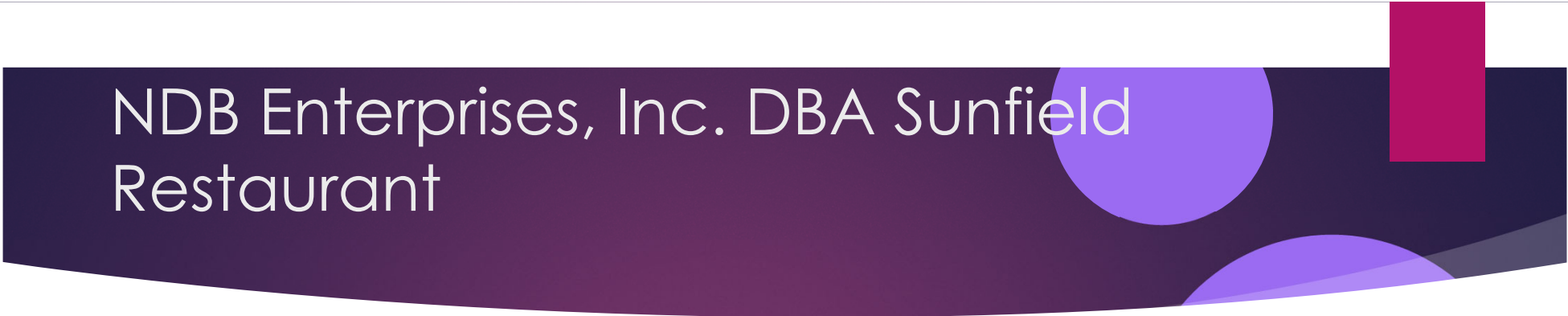
HNM Corporation

- ▶ The amount of funds requested: \$25,000.00
- ▶ HNM Corporation (formerly Casa Santiago, now known as Butcher Block 360) has operated as a full service Restaurant/Bar at this location since 2008. We employ 4-6 people. Note, a major remodel was done in January of 2020 and a grand opening was planned when the COVID pandemic broke.
- ▶ Since COVID we have limited hours and are offering only curbside pick up. Revenue is down 80% at this time.
- ▶ The grant would help tremendously with paying rent, payroll, utilities, and help us get the doors back open when the Government allows us to open.



NCG Yorkville Inc.

- ▶ The amount of funds requested: \$25,000.00
- ▶ We are NCG Yorkville Inc, we are a family owned local theater that has been in business in Yorkville since 2013.
- ▶ Because of COVID-19 we have been closed since March 16, 2020, with no income at all.
- ▶ We would use these funds for payroll and operations of our business, in order to open.



NDB Enterprises, Inc. DBA Sunfield Restaurant

- ▶ The amount of funds requested: \$25,000.00
- ▶ Sunfield Restaurant has been open in Yorkville since 1998.
- ▶ Covid-19 has virtually closed the business, as we are not set up to provide pickup and delivery. All of our employees are laid off, and we have had no revenue generated since March 16th, 2020.
- ▶ The grant will pay regular bills such as utilities, equipment and supplies, and building maintenance, and also to pay the salaries of our employees.

Taekwondo Korea Center Inc.

- ▶ The amount of funds requested: \$25,000.00
- ▶ Taekwondo Korea Center Inc., established and operating since April of 2014, has been providing Taekwondo and discipline education programs to various age groups.
- ▶ Due to COVID-19, we have put on hold in-class training and resorted to online training via Facebook Live Classes, instructional videos, etc. starting the 4th week of March. Since then, we have seen an alarming premature cancelation of our monthly memberships.
- ▶ The business is in greater need than ever of the CDBG funds to pay the remaining balance on our rent bill. Additionally, we plan to utilize the funds to return to regularly paying the workers, which we also lacked capacity for since April due to the large loss of income. Finally, we plan to cover company vehicle insurance, building insurance, telecommunications/internet bills, and merchant service with the funds.



Next Steps

- ▶ A Notice of Public Hearing was published in the Beacon Newspaper on May 19, 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).
- ▶ A participation agreement must be signed by the City and the applicant prior to submission.

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 Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, 654 W Veterans Parkway, Suite D, 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/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.

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.



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

00010905 DRE 111 212 12620 NNNNNNNNNN 1 000000000 D2 0000

THE CENTERS FOR FOOT AND ANKLE SURGERYLT
D
654 W VETERANS PKWY STE D
YORKVILLE IL 60560-2510

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



00109050401000000024

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	[REDACTED]	\$68,294.34	\$70,564.71
Chase Platinum Business Checking	[REDACTED]	0.00	12,470.08
Total		\$68,294.34	\$83,034.79

TOTAL ASSETS

\$68,294.34 **\$83,034.79**

CHASE PLATINUM BUSINESS CHECKING

THE CENTERS FOR FOOT AND ANKLE SURGERYLT

Account Number: [REDACTED]

D

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$68,294.34
Deposits and Additions	7	114,342.33
Checks Paid	4	-30,247.64
Electronic Withdrawals	58	-81,729.32
Fees	1	-95.00
Ending Balance	70	\$70,564.71

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.



April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/01	Credit Return: Online Payment 9009636460 To Sparks Drive IN Cleaners	\$112.25
04/08	Online Transfer From Chk ...7207 Transaction#: 9422051764	32,132.48
04/21	Sbad Treas 310 Misc Pay Eidg:3300580836 CCD ID: 9101036151	10,000.00
04/22	Deposit 1090331202	17,485.03
04/23	Online Transfer From Chk ...7207 Transaction#: 9498273136	37,362.28
04/30	Deposit	195.00
04/30	Online Transfer From Chk ...7207 Transaction#: 9528258938	17,055.29
Total Deposits and Additions		\$114,342.33

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
17042 ^		04/17	\$90.37
17043 ^		04/07	30.00
17044 ^		04/30	40.00
17056 * ^		04/30	30,087.27
Total Checks Paid			\$30,247.64

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
04/01	Opeiu Local 45 Opeiu Opiui08Y PPD ID: 526044518	\$2,152.35
04/01	Opeiu Local 45 Opeiu Opiui08L PPD ID: 526044518	680.86
04/02	Northwestern Mu Isa Paymnt 8693276-01 PPD ID: 9000596067	300.35
04/02	Aflac Insurance Ezl02923196 CCD ID: 2580663085	206.16
04/03	04/03 Online Payment 9256871703 To Topel Forman LLC	1,900.00
04/03	JPMorgan Chase Ext Trnsfr 9244586598 CCD ID: 9200502231	700.00
04/06	04/06 Online Payment 9264878506 To ADT Security Services	49.99
04/06	Surge It Support Sale CCD ID: 9215986202	2,460.00
04/06	Mbfs.Com Auto Pay 5000557615 PPD ID: 1850860002	1,133.00
04/06	Comcast 8771200 660056652 3684401 PPD ID: 0000213249	138.35
04/07	Coyorkvilleval Coy UTIL 010323652001 PPD ID: 7366006169	156.63
04/07	Coyorkvilleval Coy UTIL 010323653000 PPD ID: 7366006169	154.48
04/07	Principal-Ccapnl Prin Finan 388702200400095 PPD ID: 9Indpnleft	46.12
04/07	Principal-Ccapnl Prin Finan 388702800200032 PPD ID: 9Indpnleft	32.93
04/08	Better Business Better Bus 30190 CCD ID: 4362949580	49.00
04/09	Paycor Inc. Dd - Fund 256574301257776 CCD ID: 2311299990	12,915.50
04/09	Paycor Inc. Tax Fund 217554837818440 CCD ID: 1311299990	6,980.09
04/09	Acbfbo Paycor Pay Fund 124246560419380 CCD ID: 6311299990	820.00
04/10	04/10 Online Payment 9283863452 To Bus Rev Crdt 0005	2,900.00
04/10	Citi Autopay Payment 080086418231136 Web ID: Citicardap	684.29
04/10	Dex Media Payment 000000500183594 CCD ID: 2362467635	320.00



April 01, 2020 through April 30, 2020

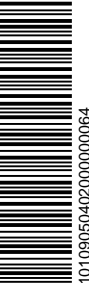
Primary Account: [REDACTED]

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
04/10	Paycor Inc. Svc-Paycor 228933067732653 CCD ID: 4311299990	211.90
04/10	Automated Serv Invoice PA A0707 PPD ID: 2382707421	100.00
04/13	Principal Life P Plic-Peris 8-1707600001920 CCD ID: 9Pfgprinc0	3,141.48
04/14	Citi Autopay Payment 080089874291377 Web ID: Citicardap	1,325.35
04/15	Auto-Owners Ins. Prem Cb012370091 PPD ID: 1380315280	1,002.49
04/15	Surge It Support Sale CCD ID: 9215986202	233.28
04/15	Comed UTIL_Bil 0369069036 0415 CCD ID: 2360938600	173.78
04/15	Comed UTIL_Bil 0843075374 0415 CCD ID: 2360938600	170.19
04/16	Guardian/Berksh Ins. Prem. 194284 PPD ID: 1041083480	367.51
04/17	Automated Serv Invoice PA A0707 PPD ID: 2382707421	276.12
04/17	Nicor Gas Gas Paymnt 9351224884 PPD ID: 8121119770	57.05
04/17	Nicor Gas Gas Paymnt 5597875287 Web ID: 8121119770	50.83
04/20	Gateway EDI LLC Direct Pay 2Kmt PPD ID: 1263923727	675.28
04/20	Genius Solutions Invoice PA 307160 PPD ID: 1382707421	499.84
04/21	04/21 Online Transfer To Chk ...7215 Transaction#: 9327724844	2,700.00
04/21	Better Business Better Bus Bbpcfac CCD ID: 5362949580	44.50
04/22	04/22 Online Transfer To Chk ...7215 Transaction#: 9327884810	1,500.00
04/22	Capital One Online Pmt 011339910004894 CCD ID: 9279744991	1,000.00
04/23	04/23 Online Transfer To Chk ...7207 Transaction#: 9498328721	10,317.90
04/23	Paycor Inc. Dd - Fund 265583133334977 CCD ID: 2311299990	10,519.46
04/23	Paycor Inc. Tax Fund 299415033973460 CCD ID: 1311299990	6,145.57
04/23	Acbfbo Paycor Pay Fund 245827384957390 CCD ID: 6311299990	820.00
04/24	04/24 Online Payment 9347907168 To Advantage Property Management	35.00
04/24	Principal Life P Plic-Peris 8-1707600001870 CCD ID: 9Pfgprinc0	2,739.73
04/24	Paycor Inc. Svc-Paycor 247286671639726 CCD ID: 4311299990	140.88
04/27	Comcast 8771200 180052033 2073979 PPD ID: 0000213249	159.01
04/28	Beneficial Equip Lease Rent 111710001 CCD ID: 1232777860	814.80
04/28	Comed UTIL_Bil 8941734003 0428 CCD ID: 2360938600	170.48
04/28	Ameritas Life IN Xi24Dd Xi240001444484 PPD ID: 3310472910	140.78
04/28	Beneficial Equip Insurance 111710001 CCD ID: 1232777860	26.89
04/29	Northwestern Mu Isa Paymnt 1186402-01 PPD ID: 9000596067	294.48
04/29	Principal-Ccapnl Prin Finan 388702200200097 PPD ID: 9Indpnleft	46.12
04/29	Principal-Ccapnl Prin Finan 388702200300096 PPD ID: 9Indpnleft	32.93
04/30	04/30 Online Payment 9528167920 To Law Offices of Mclaughlin Assoc	792.50
04/30	04/30 Online Payment 9528295009 To The Wash House	21.25
04/30	04/30 Online Payment 9528307702 To Kkc Imaging Systems	145.00
04/30	Health Care Serv Obppaymt 2857241975 CCD ID: 3000027465	56.84
Total Electronic Withdrawals		\$81,729.32

FEES

DATE	DESCRIPTION	AMOUNT
04/03	Service Charges For The Month of March	\$95.00
Total Fees		\$95.00





April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
04/01	\$65,573.38	04/13	62,180.59	04/22	79,499.03
04/02	65,066.87	04/14	60,855.24	04/23	89,058.38
04/03	62,371.87	04/15	59,275.50	04/24	86,142.77
04/06	58,590.53	04/16	58,907.99	04/27	85,983.76
04/07	58,170.37	04/17	58,433.62	04/28	84,830.81
04/08	90,253.85	04/20	57,258.50	04/29	84,457.28
04/09	69,538.26	04/21	64,514.00	04/30	70,564.71
04/10	65,322.07				

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 00000000000898767207 , 00000000000898767215

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Items Deposited	117	Unlimited	0	\$0.40	\$0.00
Electronic Credits	93	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	67	500	0	\$0.40	\$0.00
Branch Deposit - Immediate Verification	\$877	\$25,000	\$0	\$0.0025	\$0.00
Cash Management Services					
Online - Reverse Positive Pay Maint	2	0	2	\$0.00	\$0.00 ¹
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000898767181

Other Service Charges:	
Electronic Credits	
Electronic Items Deposited	1
Electronic Credits	1
Credits	
Non-Electronic Transactions	59
Branch Deposit - Immediate Verification	\$106
Cash Management Services	
Online - Reverse Positive Pay Maint	2

ACCOUNT 000000898767207

Electronic Credits	
Electronic Items Deposited	116



April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

SERVICE CHARGE DETAIL (continued)

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Electronic Credits	91				
Credits					
Non-Electronic Transactions	8				
Branch Deposit - Immediate Verification	\$771				

ACCOUNT 000000898767215

Electronic Credits

Electronic Credits	1				
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¹ This charge represents a service provided in a previous month.**CHASE PLATINUM BUSINESS CHECKING**

THE CENTERS FOR FOOT AND ANKLE SURGERYLT

Account Number: [REDACTED]

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CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$0.00
Deposits and Additions	102	99,942.94
Electronic Withdrawals	9	-87,472.86
Ending Balance	111	\$12,470.08

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/01	Bcbs Illinois Hcclaimpmt C20090E14045730 CCD ID: 5555599643	\$12,700.66
04/01	Bcbs Illinois Hcclaimpmt C20090E14045720 CCD ID: 5555599643	2,625.94
04/01	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	405.45
04/01	Aetna As01 Hcclaimpmt 1154498194 CCD ID: 1066033492	29.52
04/02	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	645.00
04/02	Ngs, Inc. Hcclaimpmt 1154498194 CCD ID: G351840597	343.28
04/02	Bcbs Illinois Hcclaimpmt C20091E14143170 CCD ID: 5555599643	340.97
04/02	Bcbs Illinois Hcclaimpmt C20091E14143190 CCD ID: 5555599643	337.96
04/02	Unitedhealthcare Hcclaimpmt 364255128 CCD ID: 1411289245	293.87
04/02	Unitedhealthcare Hcclaimpmt 364255128 CCD ID: 1111187726	170.78
04/02	Bcbs Illinois Hcclaimpmt C20091E14143180 CCD ID: 5555599643	35.42
04/03	Bcbs Illinois Hcclaimpmt C20092E14221660 CCD ID: 5555599643	2,531.04
04/03	Umr Hcclaimpmt 364255128 CCD ID: 1999999100	212.28
04/03	Cigna Hcclaimpmt 364255128 CCD ID: 9751677627	200.79
04/03	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	117.35
04/06	Remote Online Deposit 2	4,257.14
04/06	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	2,529.03
04/06	Ngs, Inc. Hcclaimpmt 1154498194 CCD ID: G351840597	2,045.24
04/06	Bcbs Illinois Hcclaimpmt C20093E14305960 CCD ID: 5555599643	1,054.20



DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
04/06	Hbpil Hcclaiimpmt 086583 CCD ID: 1371326199	72.03
04/06	Cigna Hcclaiimpmt 364255128 CCD ID: 9751677627	52.84
04/07	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	596.41
04/07	Ngs, Inc. Hcclaiimpmt 1154498194 CCD ID: G351840597	103.69
04/07	Aetna A04 Hcclaiimpmt 1154498194 CCD ID: 1066033492	98.76
04/07	Bcbs Illinois Hcclaiimpmt C20094E14387870 CCD ID: 5555599643	62.55
04/07	Aetna As01 Hcclaiimpmt 1154498194 CCD ID: 1066033492	35.52
04/08	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1411289245	539.81
04/08	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	517.76
04/08	Bcbs Illinois Hcclaiimpmt C20097E14487280 CCD ID: 5555599643	50.00
04/08	Bcbs Illinois Hcclaiimpmt C20097E14487290 CCD ID: 5555599643	50.00
04/09	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1411289245	291.34
04/09	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	270.00
04/09	Uhc Insurance CO Hcclaiimpmt 364255128 CCD ID: 1201902768	77.25
04/09	Bcbs Illinois Hcclaiimpmt C20098E14590840 CCD ID: 5555599643	50.00
04/09	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1411289245	40.23
04/09	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1111187726	30.51
04/10	US Hhs Stimulus Hhspayment 364255128 CCD ID: 1911911911	10,317.90
04/10	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	280.00
04/13	Remote Online Deposit 2	1,223.94
04/13	Remote Online Deposit 2	825.45
04/13	Remote Online Deposit 2	756.33
04/13	Remote Online Deposit 2	662.64
04/13	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,291.63
04/13	Bcbs Illinois Hcclaiimpmt C20100E14758920 CCD ID: 5555599643	681.86
04/13	Bcbs Illinois Hcclaiimpmt C20100E14758930 CCD ID: 5555599643	211.76
04/14	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	660.47
04/14	Bcbs Illinois Hcclaiimpmt C20101E14845700 CCD ID: 5555599643	129.24
04/14	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1111187726	72.69
04/14	Aetna As01 Hcclaiimpmt 1154498194 CCD ID: 1066033492	52.66
04/15	Bcbs Illinois Hcclaiimpmt C20104E14950010 CCD ID: 5555599643	3,765.22
04/15	Ngs, Inc. Hcclaiimpmt 1154498194 CCD ID: G351840597	2,818.62
04/15	Bcbs Illinois Hcclaiimpmt C20104E14950000 CCD ID: 5555599643	1,080.56
04/15	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	511.37
04/15	Bcbs Illinois Hcclaiimpmt C20104E14950020 CCD ID: 5555599643	57.09
04/16	Bcbs Illinois Hcclaiimpmt C20105E15053220 CCD ID: 5555599643	170.59
04/16	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	36.00
04/17	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,392.83
04/17	Unitedhealthcare Hcclaiimpmt 364255128 CCD ID: 1780000000	377.57
04/17	Cigna Hcclaiimpmt 364255128 CCD ID: 9751677627	272.60
04/17	Bcbs Illinois Hcclaiimpmt C20106E15135740 CCD ID: 5555599643	50.00
04/17	Bcbs Illinois Hcclaiimpmt C20106E15135750 CCD ID: 5555599643	50.00
04/20	Remote Online Deposit 2	4,517.03
04/20	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	418.65
04/20	Aetna As01 Hcclaiimpmt 1154498194 CCD ID: 1066033492	134.96
04/20	Bcbs Illinois Hcclaiimpmt C20107E15222740 CCD ID: 5555599643	50.00
04/20	Bcbs Illinois Hcclaiimpmt C20107E15222750 CCD ID: 5555599643	50.00
04/21	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	748.00
04/21	Aetna As01 Hcclaiimpmt 1154498194 CCD ID: 1066033492	682.34
04/21	Bcbs Illinois Hcclaiimpmt C20108E15311990 CCD ID: 5555599643	50.00
04/21	Aetna A04 Hcclaiimpmt 1154498194 CCD ID: 1066033492	45.31



April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
04/21	Bcbs Illinois Hcclaimpmt C20108E15312000 CCD ID: 5555599643	27.39
04/22	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	565.84
04/22	Bcbs Illinois Hcclaimpmt C20111E15415610 CCD ID: 5555599643	50.00
04/22	Bcbs Illinois Hcclaimpmt C20111E15415620 CCD ID: 5555599643	50.00
04/23	Deposit	246.00
04/23	Online Transfer From Chk ...7181 Transaction#: 9498328721	10,317.90
04/23	Unitedhealthcare Hcclaimpmt 364255128 CCD ID: 1411289245	772.87
04/23	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	373.31
04/23	Bcbs Illinois Hcclaimpmt C20112E15519080 CCD ID: 5555599643	50.00
04/23	Bcbs Illinois Hcclaimpmt C20112E15519090 CCD ID: 5555599643	22.23
04/24	Remote Online Deposit 2	505.00
04/24	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,178.09
04/24	Bcbs Illinois Hcclaimpmt C20113E15611830 CCD ID: 5555599643	50.00
04/24	Bcbs Illinois Hcclaimpmt C20113E15611840 CCD ID: 5555599643	50.00
04/24	Humana Ins CO Hcclaimpmt 086583 CCD ID: 1391263473	8.11
04/27	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,323.10
04/27	Bcbs Illinois Hcclaimpmt C20114E15713560 CCD ID: 5555599643	50.00
04/28	Remote Online Deposit 2	2,968.20
04/28	Deposit	525.25
04/28	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,607.40
04/28	Bcbs Illinois Hcclaimpmt C20115E15819660 CCD ID: 5555599643	1,299.13
04/28	Humana Ins CO Hcclaimpmt 086583 CCD ID: 1391263473	239.45
04/28	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	170.36
04/28	Unitedhealthcare Hcclaimpmt 364255128 CCD ID: 1411289245	131.06
04/28	Aetna As01 Hcclaimpmt 1154498194 CCD ID: 1066033492	19.99
04/29	Bcbs Illinois Hcclaimpmt C20118E15951820 CCD ID: 5555599643	2,776.99
04/29	Bcbs Illinois Hcclaimpmt C20118E15951810 CCD ID: 5555599643	1,765.61
04/29	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	1,710.15
04/29	Ngs, Inc. Hcclaimpmt 1154498194 CCD ID: G351840597	533.90
04/29	Bcbs Illinois Hcclaimpmt C20118E15951830 CCD ID: 5555599643	143.50
04/30	Bcbs Illinois Hcclaimpmt C20119E16078710 CCD ID: 5555599643	1,483.52
04/30	Merch Svc Bkcrd Dep 899000003972583 CCD ID: 1246827607	668.66
Total Deposits and Additions		\$99,942.94

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
04/01	Uspay 0320Noncom 3972583 CCD ID: 1202402502	\$19.95
04/01	Uspay 0320Noncom 3972591 CCD ID: 1202402502	19.95
04/01	Uspay 0320Noncom 3972609 CCD ID: 1202402502	19.95
04/02	Merch Svc Bkcrd Fees 899000003972583 CCD ID: 1246827607	737.96
04/02	Merch Svc Bkcrd Fees 899000003972609 CCD ID: 1246827607	88.05
04/02	Merch Svc Bkcrd Fees 899000003972591 CCD ID: 1246827607	36.95
04/08	04/08 Online Transfer To Chk ...7181 Transaction#: 9422051764	32,132.48
04/23	04/23 Online Transfer To Chk ...7181 Transaction#: 9498273136	37,362.28
04/30	04/30 Online Transfer To Chk ...7181 Transaction#: 9528258938	17,055.29
Total Electronic Withdrawals		\$87,472.86





April 01, 2020 through April 30, 2020

Primary Account: [REDACTED]

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
04/01	\$15,701.72	04/13	17,010.84	04/22	35,897.87
04/02	17,006.04	04/14	17,925.90	04/23	10,317.90
04/03	20,067.50	04/15	26,158.76	04/24	12,109.10
04/06	30,077.98	04/16	26,365.35	04/27	13,482.20
04/07	30,974.91	04/17	28,508.35	04/28	20,443.04
04/08	0.00	04/20	33,678.99	04/29	27,373.19
04/09	759.33	04/21	35,232.03	04/30	12,470.08
04/10	11,357.23				

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

Expand as Needed

[illegible]

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

Thomas Rappette

Typed Name of Chief Executive Officer

Centers for Foot & Ankle Surgery LTD D/B/A Foot & Ankle Centers

Name of Business

654 W. Veterans Parkway, Suite D Yorkville, IL 60560

Business Address

May 13, 2020

Date

36-4255218

FEIN #

NA

DUNS #

8043

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

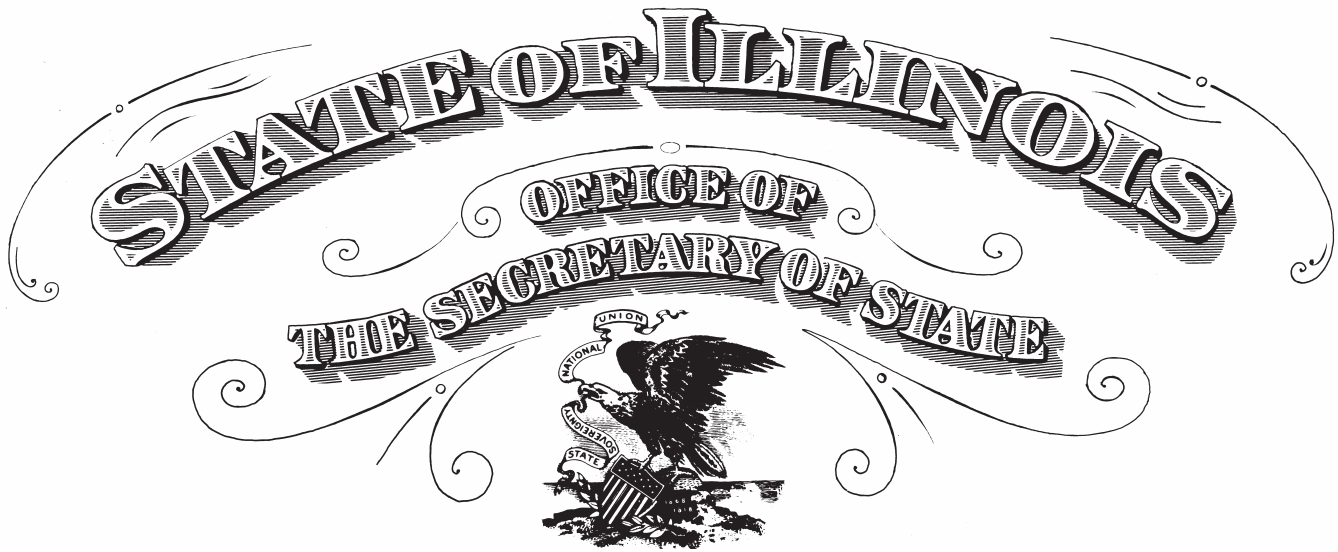
Address:

Address:

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: <https://www.ilsos.gov/corporatellc/>

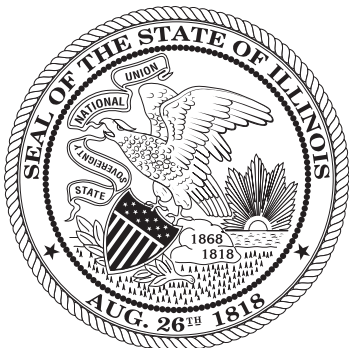
This requirement does not apply if the benefiting business is a Sole Proprietorship.



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

CENTERS FOR FOOT & ANKLE SURGERY, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 30, 1998, ADOPTED THE ASSUMED NAME FOOT & ANKLE CENTERS ON DECEMBER 13, 2007, 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 13TH
day of MAY A.D. 2020 .***

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

0

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)	<i>1</i>	<i>monthly</i>	\$ 86,855.00	<i>2</i>	\$ 173,710.00
Fringe Benefits	<i>1</i>	<i>monthly</i>	\$ 2,169.04	<i>2</i>	\$ 4,338.08
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>monthly</i>	\$ 7,178.50	<i>2</i>	\$ 14,357.00
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>monthly</i>	\$ 933.99	<i>2</i>	\$ 1,867.98
Telecommunications & Internet	<i>1</i>	<i>monthly</i>	\$ 1,777.21	<i>2</i>	\$ 3,554.42
Inventory/Goods Necessary to do Business (medical supplies)	<i>1</i>	<i>monthly</i>	\$ 10,307.03	<i>2</i>	\$ 20,614.06
Supplies (office-related)	<i>1</i>	<i>monthly</i>	\$ 561.14	<i>2</i>	\$ 1,122.28
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>monthly</i>	\$ -	<i>2</i>	\$ -
Other (specify): Insurance, malpractice	<i>1</i>	<i>monthly</i>	\$ 33,553.65	<i>2</i>	\$ 67,107.30
Other (specify): Office Expense	<i>1</i>	<i>monthly</i>	\$ 6,245.56	<i>2</i>	\$ 12,491.12
Other (specify): It Support all	<i>1</i>	<i>monthly</i>	\$ 5,700.00	<i>2</i>	\$ 11,400.00
Other (specify): Repairs	<i>1</i>	<i>monthly</i>	\$ 559.00	<i>2</i>	\$ 1,118.00
Other (specify): Accountant/legal	<i>1</i>	<i>monthly</i>	\$ 1,260.00	<i>2</i>	\$ 2,520.00
Other (specify): Marketing	<i>1</i>	<i>monthly</i>	\$ 1,964.00	<i>2</i>	\$ 3,928.00
Other (specify): Equipment leases	<i>1</i>	<i>monthly</i>	\$ 1,365.00	<i>2</i>	\$ 2,730.00
					\$ -
State Total					\$ 320,858.24

Total State-Funded Working Capital \$ 320,858.24

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 Crusade Burger Bar LLC, 209 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: Crusade Burger Bar LLC

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐

Yes, registered in

County

☒

No

Supported Business Address 1: 209 S Bridge St

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: IllinoisSupported Business Zip: 99999-9999: 60560Supported Business Phone Number 630-708-3170Supported Business E-Mail Address: megan@minorthreatgroup.comSupported Business FEIN or ITIN: 81-1622476Supported Business DUNS (if not available, insert N./A): N/ASupported 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: GomezFirst Name: RafaelTitle: Owner/OperatorDaytime Phone: 312-420-7372

Home Phone: _____

E-Mail: rafael@minorthreatgroup.comHas 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

Customer slipped and fell, pending case is being handled by our insurance company.

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.

Crusade Burger Bar is a full service bar and restaurant that has operated in Downtown Yorkville since June of 2016. This COVID-19 pandemic has resulted in a loss of about 60% of our normal revenues. Prior to this pandemic we had a total of 38 FTE employees (43 Part Time and 25 Full-Time Employees).

If granted these funds, it would allow us to continue paying more of our employees, resulting in the ability to keep some sense of normalcy in our business until we are allowed to re-open for full service again.

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	28,643	Yes	No	11,380
December 31, 2018	-223,366	Yes	No	28,947
December 31, 2019	76,857	Yes	No	23,171
Current:				13,182

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		300,710
Personnel (Salary & Wages)	144,157	
Fringe Benefits	-	
Equipment	2,933	
Inventory	103,839	
Supplies	32,264	
Occupancy (Rent & Utilities)	14,625	
Telecommunications	-	
Other (Specify)	-	
Other (Specify)	-	
Other (Specify)	-	
Total of All Expenditures		297,818
Monthly Net Income (Total Income – Total of All Expenditures)		2,892

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

2367 TRN S Y ST01

Account Number:

Statement Period:

Mar 2, 2020

through

Mar 31, 2020

Page 1 of 9



000002486 02 SP 000638416277594 P

CRUSADE BURGER BAR LLC

209 S BRIDGE ST

YORKVILLE IL 60560-1503



To Contact U.S. Bank

24-Hour Business

Solutions:

1-800-673-3555

U.S. Bank accepts Relay Calls

Internet:

usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



INFORMATION YOU SHOULD KNOW

Effective May 11, 2020 the "Your Deposit Account Agreement" booklet will include updates that may affect your rights. The main updates to note in the revised "Your Deposit Account Agreement" booklet sections, and sub sections, are:

- Included in multiple sections
 - Clarification around reoccurring or one-time merchant debit card transactions
 - Rebranding of the Premier Line of Credit product to Personal Line of Credit
 - Clarification on ATM deposit availability
- Addition of "Special Provisions for Third Party Accounts" section
- Definitions section
 - Added the definition for "account" or "statement" cycle
- Savings Account section
 - Clarification on "Transfer and/or Withdrawal Restrictions"
 - Clarification on "Excessive Transfers and/or Withdrawals"
- Levies, Garnishments and other Legal Process section
 - Additional language and clarity on the legal process
- Funds Availability section
 - Changes to the Funds Availability section to reflect inflationary adjustments to certain specified dollar amounts for deposited funds:

Funds Availability Section	Current Amounts	Amounts effective as of May 11, 2020
Immediate Availability - All Accounts	Up to first \$200	Up to first \$225
Longer Delays May Apply - Case by Case Delays	The first \$200 of your deposit	(Increases to) \$225
Longer Delays May Apply - Safeguard Exceptions	Deposit of Check(s) greater than \$5,000	(Increases to) \$5,525
Special Rules for New Accounts - Retail Consumer and Business Accounts	All references of \$5,000	(Increases to) \$5,525

- Determining the Availability of a Deposit - All Accounts sub-section
 - Updated timing on deposits done at an ATM
- Deposits at Automated Teller Machines sub-section



BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	\$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	\$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. \$ _____
4. Enter the total deposits recorded in the Outstanding Deposits section. \$ _____
5. Total lines 3 and 4. \$ _____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. \$ _____
7. Subtract line 6 from line 5. This is your balance. \$ _____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

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 you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:

U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **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:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- 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.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.





CRUSADE BURGER BAR LLC
209 S BRIDGE ST
YORKVILLE IL 60560-1503

Business Statement

Account Number:

Statement Period:

Mar 2, 2020
through
Mar 31, 2020

Page 2 of 9



INFORMATION YOU SHOULD KNOW

(CONTINUED)

- Addition of Partner ATMs section
- Removed the following content and will be distributed upon individual product purchase
 - Safe Deposit Box Agreement
 - Consumer Reserve Line Agreement
 - Business Reserve Line Agreement

Starting May 11, you may pick up a copy at your local branch, view on usbank.com, or call 800.USBANKS (872.2657) to request a copy. If you have any questions, our bankers are available to help at your local branch. You can also call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872.2657). We accept relay calls.

PLATINUM BUSINESS CHECKING

Member FDIC

J.S. Bank National Association

Account Number 1-993-7879-3996

Account Summary

	# Items		
Beginning Balance on Mar 2		\$	31.24
Customer Deposits	1		15,000.00
Other Deposits	36		304,869.30
Card Deposits	1		460.00
Card Withdrawals	31		14,769.27-
Other Withdrawals	75		253,362.66-
Checks Paid	30		16,586.49-
Ending Balance on Mar 31, 2020		\$	35,642.12

Customer Deposits

Number	Date	Ref Number	Amount
	Mar 19	8953818760	15,000.00

Total Customer Deposits \$ **15,000.00**

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar 2	Electronic Deposit REF=200620117042800N00	From Citizens 1264535957NET SETLMT4445034444570	\$ 12,926.85
Mar 2	Electronic Deposit REF=200620126391750N00	From Citizens 1264535957NET SETLMT4445034444570	18,010.06
Mar 3	Branch Account Transfer	From Account 199378793954	9,000.00
Mar 3	Electronic Deposit REF=200630069699560N00	From Citizens 1264535957NET SETLMT4445034444570	14,575.96
Mar 4	Electronic Deposit REF=200630157314490N00	From Citizens 1264535957NET SETLMT4445034444570	8,022.31
Mar 5	Electronic Deposit REF=200640168932180N00	From TOAST INC 1330903620VAL-38787-617-682-0225	1.24
Mar 5	Electronic Deposit REF=200640170482840N00	From Citizens 1264535957NET SETLMT4445034444570	5,712.93
Mar 6	Electronic Deposit REF=200660062624420N00	From Citizens 1264535957NET SETLMT4445034444570	9,240.13
Mar 9	Electronic Deposit REF=200690037596970N00	From Citizens 1264535957NET SETLMT4445034444570	8,196.07
Mar 9	Electronic Deposit REF=200690046867950N00	From Citizens 1264535957NET SETLMT4445034444570	14,980.19
Mar 9	Electronic Deposit REF=200690067701900N00	From Citizens 1264535957NET SETLMT4445034444570	20,371.74
Mar 10	Electronic Deposit REF=200700060460740N00	From Citizens 1264535957NET SETLMT4445034444570	16,784.54
Mar 11	Electronic Deposit REF=200700132088180N00	From Citizens 1264535957NET SETLMT4445034444570	6,510.14
Mar 12	Electronic Deposit REF=200720044889300N00	From Citizens 1264535957NET SETLMT4445034444570	6,640.14



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209 S BRIDGE ST
YORKVILLE IL 60560-1503

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PLATINUM BUSINESS CHECKING

(CONTINUED)

Account Number 1-993-7879-3996

U.S. Bank National Association

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 13	Electronic Deposit REF=200730018607470N00	From Citizens 1264535957NET SETLMT4445034444570	7,590.03
Mar 16	Electronic Deposit REF=200760095597140N00	From Citizens 1264535957NET SETLMT4445034444570	6,098.73
Mar 16	Electronic Deposit REF=200760106022370N00	From Citizens 1264535957NET SETLMT4445034444570	10,951.32
Mar 16	Electronic Deposit REF=200760128570060N00	From Citizens 1264535957NET SETLMT4445034444570	19,969.57
Mar 17	Electronic Deposit REF=200770032911290N00	From Citizens 1264535957NET SETLMT4445034444570	5,035.03
Mar 17	Electronic Deposit REF=200770030921900N00	From Citizens 1264535957NET SETLMT4445034444570	14,930.31
Mar 18	Electronic Deposit REF=200780011113410N00	From Citizens 1264535957NET SETLMT4445034444570	929.24
Mar 19	Electronic Deposit REF=200790010620510N00	From Citizens 1264535957NET SETLMT4445034444570	1,111.21
Mar 20	Electronic Deposit REF=200800082335300N00	From Citizens 1264535957NET SETLMT4445034444570	4,196.26
Mar 23	Electronic Deposit REF=200830078288700N00	From Citizens 1264535957NET SETLMT4445034444570	6,567.48
Mar 23	Electronic Deposit REF=200830059351020N00	From Citizens 1264535957NET SETLMT4445034444570	8,001.19
Mar 23	Electronic Deposit REF=200830059354560N00	From Citizens 1264535957NET SETLMT4445034444570	9,290.00
Mar 24	Electronic Deposit REF=200840065453030N00	From Citizens 1264535957NET SETLMT4445034444570	5,108.16
Mar 25	Electronic Deposit REF=200850037995980N00	From Citizens 1264535957NET SETLMT4445034444570	6,164.03
Mar 26	Electronic Deposit REF=200860032088730N00	From Citizens 1264535957NET SETLMT4445034444570	7,229.99
Mar 27	Electronic Deposit REF=200870022657340N00	From Citizens 1264535957NET SETLMT4445034444570	6,175.15
Mar 30	Electronic Deposit REF=200900120084090N00	From Citizens 1264535957NET SETLMT4445034444570	7,062.86
Mar 30	Electronic Deposit REF=200900101106010N00	From Citizens 1264535957NET SETLMT4445034444570	8,549.83
Mar 30	Electronic Deposit REF=200900101109090N00	From Citizens 1264535957NET SETLMT4445034444570	11,576.21
Mar 31	Electronic Deposit REF=200910014441760N00	From FORA FINANCIAL S 1474994339REVERSAL AnOk3u5T7er6	1,039.03
Mar 31	Electronic Deposit REF=200910014442510N00	From FORA FINANCIAL S 1474994339REVERSAL AsboSq7el2f	1,039.03
Mar 31	Electronic Deposit REF=200910018544970N00	From Citizens 1264535957NET SETLMT4445034444570	5,282.34
Total Other Deposits			\$ 304,869.30

Card Deposits

Card Number: xxxx-xxxx-xxxx-7254

Date	Description of Transaction	Ref Number	Amount
Mar 30	ATM Deposit	US BANK PLAINFIE PLAINFIELD IL Serial No. 002053164357SUS27707	\$ 460.00
Card xxxx-xxxx-xxxx-7254 Deposit Subtotal			\$ 460.00
Total Card Deposits			\$ 460.00



CRUSADE BURGER BAR LLC
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J.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 30	Fee	ATM Withdrawal At Other Network	3000002395 \$ 2.50-
Card Number: xxxx-xxxx-xxxx-7213			
Date	Description of Transaction	Ref Number	Amount
Mar 9	Debit Purchase - VISA CHICAGO WHITE SO *****7213	On 030720 312-674-1000 IL REF # 24692160067100796512583	7100796512 \$ 673.76-
Mar 11	Debit Purchase - VISA PODS #26 *****7213	On 030920 PODS.COM IL REF # 24013390070001363021182	0001363021 174.99-
Mar 11	Debit Purchase - VISA PYL*Spring Oak R *****7213	On 031020 866-7295327 IL REF # 24906410070090035940404	0090035940 4,120.00-
Mar 12	Debit Purchase 584907 *****7213	MEIJER 214 PLAINFIELD IL On 031220 ILNKILNK REF 007216584907	0703121547 106.55-
Mar 23	Debit Purchase 292635 *****7213	JEWEL OSCO 1190 PLAINFIELD IL On 032020 MAESTER REF 292635	12.18-
Mar 23	Debit Purchase 561559 *****7213	MEIJER 214 PLAINFIELD IL On 032020 ILNKILNK REF 008019561559	5903201839 12.18-
Mar 25	Debit Purchase - VISA KIN-KO ACE STORE *****7213	On 032420 PLAINFIELD IL REF # 24431060085091642000137	5091642000 17.32-
Mar 25	Debit Purchase 836899 *****7213	RESTAURANT DEPOT LOMBARD IL On 032520 ILNKILNK REF 008514836899	9903250955 33.56-
Mar 25	Debit Purchase 114826 *****7213	JEWEL OSCO 2702 YORKVILLE IL On 032520 MAESTER REF 114826	40.41-
Mar 30	ATM Withdrawal *****7213	13661 S ROUTE 59 PLAINFIELD IL Serial No. 387593150742PLUSTERM	503.00-
Mar 30	Debit Purchase 915318 *****7213	MNRD-PLAINFIELD PLAINFIELD IL On 033020 ILNKILNK REF 009019915318	1803301457 780.12-
Mar 31	Debit Purchase 607921 *****7213	GFS STORE 4101 H Aurora IL On 033120 MAESTER REF 607921	146.49-

Card 7213 Withdrawals Subtotal \$ 6,620.56-

Card Number: xxxx-xxxx-xxxx-7239

Date	Description of Transaction	Ref Number	Amount
Mar 27	Debit Purchase - VISA PETER RUBI MARKE *****7239	On 032620 PLAINFIELD IL REF # 24137460086200111025206	6200111025 \$ 21.37-
Mar 30	Debit Purchase - VISA JEWEL-OSCO *****7239	On 032620 YORKVILLE IL REF # 24431060087975012390284	7975012390 11.09-
Mar 30	Debit Purchase - VISA JEWEL-OSCO *****7239	On 032720 YORKVILLE IL REF # 24431060088975012400140	8975012400 25.95-
Mar 30	Debit Purchase - VISA JEWEL-OSCO *****7239	On 032620 YORKVILLE IL REF # 24431060087975012390797	7975012390 29.13-
Mar 30	Debit Purchase - VISA MEIJER # 214 *****7239	On 032820 PLAINFIELD IL REF # 24692160089100913702343	9100913702 72.78-



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J.S. Bank National Association

Account Number 1-993-7879-3996

Card Withdrawals (continued)

Card Number: xxxx-xxxx-xxxx-7239

Date	Description of Transaction	Ref Number	Amount
Mar 31	Debit Purchase - VISA WALGREENS #9984 *****7239	On 033020 PLAINFIELD IL REF # 24445000091000546439525	1000546439 7.31-
Mar 31	Debit Purchase - VISA JEWEL-OSCO *****7239	On 032920 YORKVILLE IL REF # 24431060090975012420862	0975012420 13.71-
Mar 31	Debit Purchase - VISA WM SUPERCENTER # *****7239	On 033020 PLAINFIELD IL REF # 24445000091400146804880	1400146804 49.91-
Mar 31	Debit Purchase - VISA JEWEL-OSCO *****7239	On 032920 YORKVILLE IL REF # 24431060090975012420490	0975012420 74.89-

Card 7239 Withdrawals Subtotal \$ **306.14-**

Card Number: xxxx-xxxx-xxxx-7254

Date	Description of Transaction	Ref Number	Amount
Mar 9	Debit Purchase - VISA MAHONEY ENVIRONM *****7254	On 030620 JOLIET IL REF # 24622750067501301186107	7501301186 \$ 530.00-
Mar 9	Debit Purchase - VISA MICKEYS LINEN V *****7254	On 030520 630-8334345 IL REF # 24789300066319902001979	6319902001 1,167.40-
Mar 10	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 030920 BENSENVILLE IL REF # 24247600069300528956438	9300528956 2,376.78-
Mar 12	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 031120 BENSENVILLE IL REF # 24247600071300551432311	1300551432 333.50-
Mar 16	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 031320 BENSENVILLE IL REF # 24247600073300663703367	3300663703 202.80-
Mar 19	Debit Purchase - VISA MAHONEY ENVIRONM *****7254	On 031720 JOLIET IL REF # 24622750078500626037125	8500626037 413.72-
Mar 23	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 032120 BENSENVILLE IL REF # 24247600081300395811678	1300395811 2,081.25-
Mar 24	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 032320 BENSENVILLE IL REF # 24247600083300367898966	3300367898 484.87-
Mar 30	Debit Purchase - VISA FORTUNE FISH COM *****7254	On 032820 BENSENVILLE IL REF # 24247600088300325510435	8300325510 249.75-

Card 7254 Withdrawals Subtotal \$ **7,840.07-**

Total Card Withdrawals \$ **14,769.27-**

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 2	Electronic Withdrawal REF=200620109350070N00	To TOAST INC 1330903620VAL-38787-617-682-0225	\$ 0.60-
Mar 2	Electronic Withdrawal REF=200620109350080N00	To TOAST INC 1330903620VAL-38787-617-682-0225	0.64-
Mar 3	Customer Withdrawal	8357217210	940.00-
Mar 3	Electronic Withdrawal REF=200620249321320N00	To AMEX EPAYMENT 0005000008ACH PMT W3612	5,000.00-



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J.S. Bank National Association

Account Number [REDACTED]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 3	Electronic Withdrawal REF=200620247293090N00	To GUSTO 9138864001TAX 3860566semjoavbp9	20,170.89-
Mar 3	Electronic Withdrawal REF=200620247293070N00	To GUSTO 9138864001NET 3860546semjoavbkl	28,360.07-
Mar 4	Overdraft Returned Fee	8355649793	36.00-
Mar 4	Electronic Withdrawal REF=200640070477020N00	To Fora Financial A 1474994339MerchDebitAOCzujtIs63t	1,039.03-
Mar 5	Zelle Instant On 03/05/20	PMT To MARK KVETON PMT ID=USB1YpA9K1VX	960.85-
Mar 5	Electronic Withdrawal REF=200650081256040N00	To Fora Financial A 1474994339MerchDebitAOHvIr6cudlk	1,039.03-
Mar 5	Electronic Withdrawal REF=200640162250540N00	To AMEX EPAYMENT 0005000008ACH PMT W4954	2,710.07-
Mar 5	Electronic Withdrawal REF=200640134814520N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS00001622468448	4,500.00-
Mar 6	Electronic Withdrawal REF=200650145075900N00	To GUSTO 9138864002FEE 4033356semjob7340	429.00-
Mar 6	Electronic Withdrawal REF=200650142388850N00	To Society Insuranc 1390711880WEB PAY 110588992	592.36-
Mar 6	Electronic Withdrawal REF=200660060965770N00	To Fora Financial A 1474994339MerchDebitA1ZI7pHgWUJn	1,039.03-
Mar 9	Electronic Withdrawal REF=200690055352740N00	To Fora Financial A 1474994339MerchDebitAQZphNqBlczY	35.00-
Mar 9	Customer Withdrawal	8058233930	800.00-
Mar 9	Electronic Withdrawal REF=200690055352780N00	To Fora Financial A 1474994339MerchDebitAVcwJuh7M73d	1,039.03-
Mar 9	Electronic Withdrawal REF=200690052733060N00	To HIGHLAND BAKING 3333308123PT AND TH C459	1,164.86-
Mar 9	Electronic Withdrawal REF=200690034334840N00	To AMEX EPAYMENT 0005000008ACH PMT W0420	3,944.75-
Mar 9	Electronic Withdrawal REF=200690052446380N00	To GET FRESH 363812373 ACH	5,848.46-
Mar 9	Customer Withdrawal	8058233927	15,277.00-
Mar 10	Electronic Withdrawal REF=200690096461600N00	To MEADOWVALE INC 1362607309DEBITS	627.25-
Mar 10	Electronic Withdrawal REF=200700064422440N00	To Fora Financial A 1474994339MerchDebitAzHGf3yDUIU2	1,039.03-
Mar 10	Customer Withdrawal	8357306432	1,611.00-
Mar 11	Customer Withdrawal	8655042098	952.50-
Mar 11	Electronic Withdrawal REF=200710043048680N00	To Fora Financial A 1474994339MerchDebitAmN4Bage4cME	1,039.03-
Mar 11	Electronic Withdrawal REF=200700107685330N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS00001453965152	1,551.08-
Mar 11	Electronic Withdrawal REF=200700107684990N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS00000176340832	2,948.92-
Mar 11	Electronic Withdrawal REF=200700107686500N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS20GTP069001218	4,500.00-
Mar 11	Electronic Withdrawal REF=200700107685250N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS00001252638560	14,000.00-
Mar 12	Electronic Withdrawal REF=200710130273330N00	To MARLIN BANK 145697275688823624091459518236	320.76-
Mar 12	Electronic Withdrawal REF=200710109716340N00	To Society Insuranc 1390711880WEB PAY 110588992	670.36-
Mar 12	Electronic Withdrawal REF=200720044052990N00	To Fora Financial A 1474994339MerchDebitAt9NmrvpduVW	1,039.03-
Mar 12	Customer Withdrawal	8954517329	1,453.20-



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J.S. Bank National Association

Account Number [REDACTED]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 13	Electronic Withdrawal REF=200720087000600N00	To ALARM DETECTION 362697671 ACH - CO 611913	532.57-
Mar 13	Electronic Withdrawal REF=200730023360800N00	To Fora Financial A 1474994339MerchDebitA34qBuXHvG8p	1,039.03-
Mar 16	Electronic Withdrawal REF=200760114287150N00	To Fora Financial A 1474994339MerchDebitABKurlqFzKVX	1,039.03-
Mar 16	Electronic Withdrawal REF=200760113522070N00	To HIGHLAND BAKING 3333308123PT AND TH C459	1,191.94-
Mar 16	Electronic Withdrawal REF=200760113307450N00	To GET FRESH 363812373 ACH	4,035.70-
Mar 16	Electronic Withdrawal REF=200760086234230N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS00001142185824	14,097.13-
Mar 16	Customer Withdrawal	8058030239	15,000.00-
Mar 17	Electronic Withdrawal REF=200770026912220N00	To Fora Financial A 1474994339MerchDebitAuGvtMzDPYCz	1,039.03-
Mar 17	Electronic Withdrawal REF=200760157327390N00	To MEADOWVALE INC 1362607309DEBITS	1,233.78-
Mar 17	Customer Withdrawal	8357123571	2,000.00-
Mar 18	Electronic Withdrawal REF=200780008957650N00	To Fora Financial A 1474994339MerchDebitAcD7auyJmTlx	1,039.03-
Mar 18	Electronic Withdrawal REF=200770075051530N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS20GTP076004258	4,500.00-
Mar 19	Electronic Withdrawal REF=200790007740520N00	To Fora Financial A 1474994339MerchDebitAqG4MHSByuFs	1,039.03-
Mar 19	Customer Withdrawal	8953818766	15,000.00-
Mar 20	Zelle Instant On 03/20/20	PMT To DAKOTA DEFEVER PMT ID=USB0mKZGzNpy	460.14-
Mar 20	Zelle Instant On 03/20/20	PMT To RYAN CROWE PMT ID=USB0mL07GgG6	599.36-
Mar 20	Electronic Withdrawal REF=200800079555510N00	To Fora Financial A 1474994339MerchDebitAXYT1nitojnl	1,039.03-
Mar 20	Customer Withdrawal	9254770111	14,000.00-
Mar 23	Electronic Withdrawal REF=200830064099310N00	To HIGHLAND BAKING 3333308123PT AND TH C459	750.23-
Mar 23	Customer Withdrawal	8055808527	1,000.00-
Mar 23	Electronic Withdrawal REF=200830067916880N00	To Fora Financial A 1474994339MerchDebitAe7mkaZiN7ZN	1,039.03-
Mar 23	Electronic Withdrawal REF=200830063924690N00	To GET FRESH 363812373 ACH	2,731.48-
Mar 24	Electronic Withdrawal REF=200840066464700N00	To Fora Financial A 1474994339MerchDebitABt8EBCtxmKH	1,039.03-
Mar 24	Electronic Withdrawal REF=200830105471140N00	To MEADOWVALE INC 1362607309DEBITS	1,201.43-
Mar 25	Electronic Withdrawal REF=200850039486450N00	To Fora Financial A 1474994339MerchDebitADEKwzsGwLiC	1,039.03-
Mar 25	Electronic Withdrawal REF=200840106977970N00	To IL DEPT OF REVEN 5555566257EDI PYMNTS20GTP083000731	4,500.00-
Mar 26	Electronic Withdrawal REF=200860029451670N00	To Fora Financial A 1474994339MerchDebitADHaTtYeSza7	1,039.03-
Mar 26	Customer Withdrawal	8953138826	6,402.50-
Mar 27	Electronic Withdrawal REF=200870018816670N00	To Fora Financial A 1474994339MerchDebitAlrOF6LzpodF	1,039.03-
Mar 27	Electronic Withdrawal REF=200860108297990N00	To US FOODSERVICE 4880371951VENDOR PAY032741196601000	8,405.16-
Mar 30	Customer Withdrawal	8056120110	1,014.00-
Mar 30	Electronic Withdrawal REF=200900107211340N00	To FORA FINANCIAL S 1474994339MERCHDEBITAsboSql7el2f	1,039.03-



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J.S. Bank National Association

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Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Mar 30	Electronic Withdrawal REF=200900105295490N00	To FORA FINANCIAL S 1474994339MERCHDEBITAnOk3u5T7er6	1,039.03-
Mar 30	Electronic Withdrawal REF=200900109236750N00	To For Financial A 1474994339MerchDebitAuGWecuLaeDA	1,039.03-
Mar 30	Electronic Withdrawal REF=200870055794090N00	To HIGHLAND BAKING 3333308123PT AND TH C459	1,080.59-
Mar 30	Electronic Withdrawal REF=200900104586570N00	To GET FRESH 363812373 ACH	5,008.45-
Mar 31	Electronic Withdrawal REF=200900142841490N00	To MEADOWVALE INC 1362607309DEBITS	546.10-
Mar 31	Electronic Withdrawal REF=200910016193050N00	To For Financial A 1474994339MerchDebitAqrdJC2ZwAeK	1,039.03-
Mar 31	Electronic Withdrawal REF=200900199004440N00	To US FOODSERVICE 4880371951VENDOR PAY033141196601000	2,292.82-
Mar 31	Customer Withdrawal	8355301476	3,515.00-
Total Other Withdrawals			\$ 253,362.66-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
0900	Mar 13	9251519476	3,581.55	1016	Mar 17	8353800421	316.00
0901	Mar 24	8352292854	3,581.56	1017	Mar 13	9253090116	337.50
1002*	Mar 6	9253462074	860.46	1018	Mar 13	9254045017	60.00
1003	Mar 6	9254819816	185.25	1019	Mar 16	8056438363	630.00
1004	Mar 5	8954159922	500.00	1020	Mar 17	8356475015	497.50
1006*	Mar 9	8054112651	452.12	1128*	Mar 25	8652690478	18.17
1007	Mar 6	9253312796	200.95	1795*	Mar 9	8056878869	377.39
1008	Mar 9	8056615924	142.00	1796	Mar 18	8654941093	59.70
1009	Mar 13	9253093935	72.00	1797	Mar 9	8054112649	236.33
1010	Mar 20	9253507107	109.00	1798	Mar 10	8356234399	344.05
1011	Mar 13	9253090118	594.50	1799	Mar 6	9254650169	374.80
1012	Mar 11	8654472207	262.00	1800	Mar 11	8654237932	546.07
1013	Mar 17	8355968804	145.00	1802*	Mar 9	8057477830	202.55
1014	Mar 20	9251900801	176.00	1804*	Mar 10	8050603918	204.12
1015	Mar 13	9253618563	1,460.46	99347598*	Mar 11	8655329900	59.46

* Gap in check sequence

Conventional Checks Paid (30)

\$ 16,586.49-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 2	30,966.91	Mar 12	9,894.18	Mar 23	24,397.67
Mar 3	71.91	Mar 13	9,806.60	Mar 24	23,198.94
Mar 4	7,019.19	Mar 16	10,629.62	Mar 25	23,714.48
Mar 5	3,023.41	Mar 17	25,363.65	Mar 26	23,502.94
Mar 6	8,581.69	Mar 18	20,694.16	Mar 27	20,212.53
Mar 9	20,239.04	Mar 19	20,352.62	Mar 30	35,966.98
Mar 10	30,821.35	Mar 20	8,165.35	Mar 31	35,642.12
Mar 11	7,177.44				

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2020

Account Number:	1-993-7879-3996	\$	0.00
Analysis Service Charge assessed to	1-993-7879-3996	\$	0.00



CRUSADE BURGER BAR LLC
209 S BRIDGE ST
YORKVILLE IL 60560-1503

Business Statement

Account Number: [REDACTED]

Statement Period:

Mar 2, 2020

through

Mar 31, 2020

Page 9 of 9

ANALYSIS SERVICE CHARGE DETAIL

(CONTINUED)

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	3		No Charge
Subtotal: Depository Services			0.00
Fee Based Service Charges for Account Number 1-993-7879-3996			\$ 0.00

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
Emma Arteaga	7375	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chyanna Benton	7406	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rebecca Berndt	9184	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nathalia Cardona	5428	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Thomas Carino	8631	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jenna Chase	8432	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nicholas Craemer	7104	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Crowe	9397	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Austin Czyzewicz	0992	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dakota Defever	2316	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nathan DeLoriea	7618	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Aaron Escudero	2540	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sebastian Escudero	3360	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emma Farrar	9110	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Melissa Fleig	4517	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lauren Fleming	7507	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Foley	3823	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madison Foley	5395	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cody Gardine	6635	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jessica Gomez	3895	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rafael Gomez	2913	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raven Gomez	3779	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manelic Gutierrez	0159	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Isaac Helenhouse	0610	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL:		cont..					

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
FT	Ross Hopkins	8817	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	James Hughes	3577	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	Edward Ingram	9833	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FT	Edgar Jimenez	2131	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT	Rhys Johanns	2160	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	Jacob Jones	9225	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT	Roy Jones	9631	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Brian Keister	1273	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Derrick Keveloh	7579	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Matthew Leedham	9388	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Sonny Lewis	3120	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Matthew Martin	9253	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Brittanie Metallo	7952	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	Hannah Montelauro	2582	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	Dominic Musaraca	8073	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT	Joe Newton III	7306	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Marc Nodine	4886	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Dillon O'Toole	2605	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Lacey Olds	6258	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Kailey Partin	0500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT	Samantha Partin	9684	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FT	Jacob Pleskovich	9889	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT	Mackenzie Reeves	6402	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT	Judy Reyna	1042	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	TOTAL:		cont..					

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
FT Brian Riley	6658	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Sydney Ringberg	1093	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Kasidy Ruchalski	4848	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Jennifer Schattke	4635	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT John Schiver	0117	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PT Salena Smithey	9403	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Stacey Studier	5424	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT Julian Tapp	1161	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT Lauren Thalman	7105	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Alexandra Thomas	0285	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT Nicholas Trybek	8709	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Cody Turner	2753	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Nolan Tweedy	2792	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Nicole Tylka	6800	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PT Jose Uribe	4279	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT Juan Uribe	0140	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FT Noe Uribe	7913	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PT Robert Vega	4949	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT Josh Veliz	0501	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FT Nathan Wheeler	8187	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL:		68					

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.

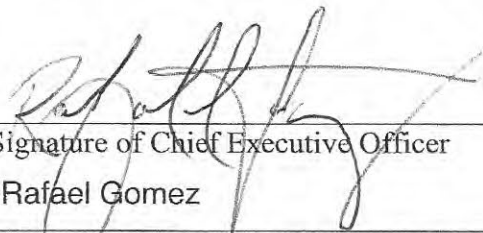
The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes 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

Rafael Gomez

Typed Name of Chief Executive Officer

Crusade Burger Bar LLC

Name of Business

209 S Bridge St, Yorkville, IL 60560

Business Address

04/24/2020

Date

81-1622476

FEIN #

DUNS #

722511

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 24 day of April, 2020 by and between the City of Yorkville ("Unit of Local Government") and Crusade Burger Bar 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)

Crusade Burger Bar LLC

By: ~~(Name of Officer)~~ Rafael Gomez

Its: President

Address:

209 S Bridge St
Yorkville, IL 60560

By: Honorable (Name of Mayor)

Its: Mayor

Address:

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

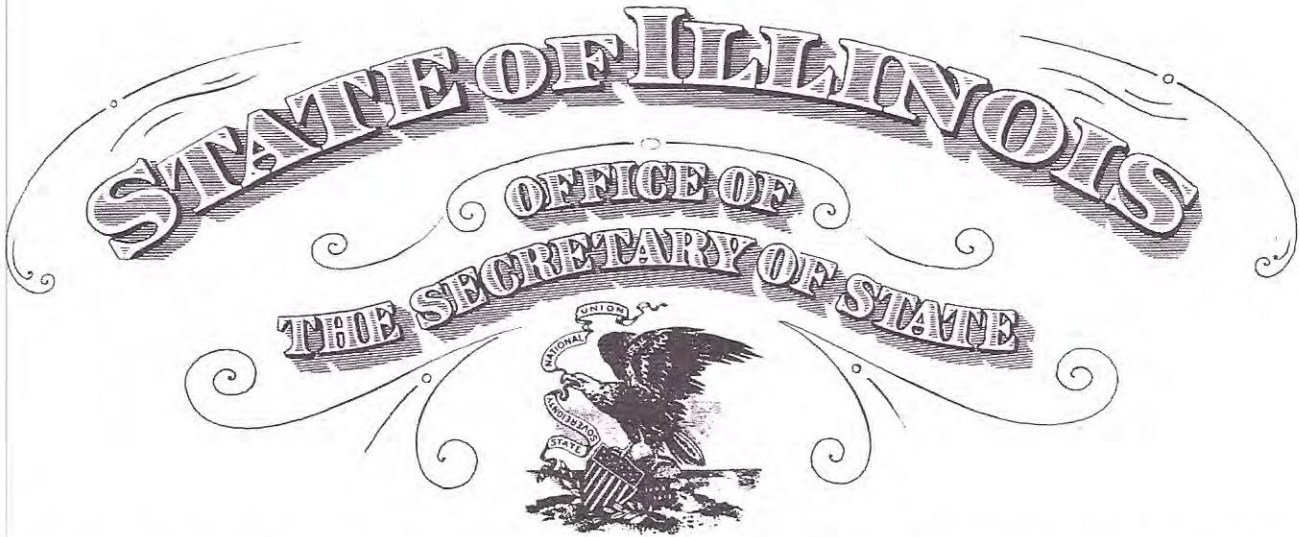
The certificate can be printed from: <https://www.ilsos.gov/corporatellc/>

This requirement does not apply if the benefiting business is a Sole Proprietorship.

See next page

File Number

0563809-7



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

CRUSADE BURGER BAR, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 26, 2016, 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 .

Jesse White

SECRETARY OF STATE

Authentication #: 2011502816 verifiable until 04/24/2021

Authenticate at: <http://www.cyberdriveillinois.com>

Section C - Budget Worksheet & Narrative

0

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)	68	hourly	\$ 15.00	300	\$ 306,000.00
Fringe Benefits	0	0	\$ -	0	\$ -
Occupancy (Rent/Mortgage Payments)	1	monthly	\$ 10,757.00	2	\$ 21,514.00
Utilities (Electrical, Gas, Water, Sewer)	1	monthly	\$ 3,600.00	2	\$ 7,200.00
Telecommunications & Internet	1	monthly	\$ 400.00	2	\$ 800.00
Inventory/Goods Necessary to do Business	1	monthly	\$ 50,000.00	2	\$ 100,000.00
Supplies (office-related)	1	monthly	\$ 500.00	2	\$ 1,000.00
Contractual Services (pest control, cleaning, etc.)	1	monthly	\$ 600.00	2	\$ 1,200.00
Other (specify): Credit Card Processing Fees	1	monthly	\$ 5,000.00	2	\$ 10,000.00
Other (specify):					\$ -
					\$ -
				State Total	\$ 447,714.00

Total State-Funded Working Capital \$ 447,714.00

Working Capital Narrative (State):

Salaries, wages, rent, utilities, internet/phone, inventory, printer ink, sanitizing supplies, PPE, contractual services such as linen services, rent on equipment, & pest control.

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 Fast Burrito, Inc., 1214 N. 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: Fast Burrito, Inc.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐

Yes, registered in _____ County

☒

No

Supported Business Address 1: 1214 N Bridge St.

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 99999-9999: 60560Supported Business Phone Number (630)882-8858Supported Business E-Mail Address: fastburritoinc@yahoo.comSupported Business FEIN or ITIN: 90-0208851Supported Business DUNS (if not available, insert N./A): NASupported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 5812-Eating place**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*Last Name: AlcantaraFirst Name: GerardoTitle: PresidentDaytime Phone: 630-901-6253Home Phone: 630-901-6253E-Mail: fastburritoinc@yahoo.comHas 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.

Fast Burrito has been open in Yorkville since March 2005. We are a small family owned business. Our specialty restaurant serves authentic Mexican Food. We employ 5 people.

COVID-19 has negatively impacted our business as our dining room is closed and our inventory costs have increased significantly, and our sales have been down drastically.

We would use this money to cover the costs of our payroll and other expenses such as rent and utilities.

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	35,482.06	Yes	No	10,107.05
December 31, 2018	31,240.62	Yes	No	9,592.25
December 31, 2019	45,520.24	Yes	No	13,722.09
Current:				5,986.72

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		33,018.00
Personnel (Salary & Wages)	10,390.51	
Fringe Benefits	0	
Equipment	68.00	
Inventory	20,361.05	
Supplies	0	
Occupancy (Rent & Utilities)	4,976.30	
Telecommunications	198.02	
Other (Specify) CC & Bank Fees	1,381.01	
Other (Specify) Professional Fees	994.00	
Other (Specify) Maintenance	401.03	
Total of All Expenditures		38,769.92
Monthly Net Income (Total Income – Total of All Expenditures)		-5,751.92

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.



Old Second
National Bank

START BANKING

www.oldsecond.com

**Statement
of Account**

ACCOUNT:	
DATES:	4/01/20 THRU 4/30/20
PAGE:	1 of 6



3712 2 AV 0.389 *0003712 S4
FAST BURRITO INC
1214 N BRIDGE ST
YORKVILLE IL 60560-1115



AT YOUR SERVICE 24/7

Take advantage of Old Second's
online resources like:

- Financial Calculators
- FAQs
- Security Resources
- More!

oldsecond.com/resources



Business Free Checking XXXXXX2252

Account Title: Fast Burrito Inc

Effective 7/1/2020 our Funds Availability policy will be changed as follows:
The amount we make available for withdrawal by checks not subject to next
day availability will increase from \$200 to \$225. Also, the amount
available for withdrawal for large deposits, new accounts and the amount for
determining a repeat overdraft, increases from \$5000 to \$5,525.

Previous Balance	7,089.11	Average Ledger	6,530.49
33 Credit(s)	35,494.63	Average Collected	6,530.49
60 Debit(s)	34,100.68		
Service Charge	5.00		
Interest Paid	.00		
Ending Balance	8,478.06		

Service Charge Description

DESCRIPTION	AMOUNT
Paper Statement Fee	5.00

24-Hour Infoline: 888.892.6565 | Customer Service: 877.866.0202



MSI REV 7/11

MEMBER
FDIC
6129-STMT

Activity In Date Order

DATE	DESCRIPTION	AMOUNT
4/01	AC CENTRAL PAYMENT PMT PROC 104000014202678CCD 9470259043 84870018803325	727.43
4/02	AC CENTRAL PAYMENT PMT PROC 104000016905686CCD 9470259043 84870018803325	910.39
4/02	AC CENTRAL PAYMENT DL FEE SEP 104000014774005CCD 9470259043 84870018803325	1,075.76-
4/02	AC INTUIT PAYROLL S QUICKBOOKS 021000021987296CCD 1722616679 900208851	651.32-
4/03	AC CENTRAL PAYMENT PMT PROC 104000019312889CCD 9470259043 84870018803325	887.48
4/06	AC CENTRAL PAYMENT PMT PROC 104000010832396CCD 9470259043 84870018803325	1,384.33
4/06	AC CENTRAL PAYMENT PMT PROC 104000010875597CCD 9470259043 84870018803325	1,235.92
4/06	AC CENTRAL PAYMENT PMT PROC 104000011479587CCD 9470259043 84870018803325	1,149.29
4/06	AC SYSCO CHICAGO VENDOR PAY 021000028957651CCD 1743065202 Cust #444455	759.33-
4/07	AC CENTRAL PAYMENT PMT PROC 104000013565876CCD 9470259043 84870018803325	984.52
4/07	Deposit	100.00
4/08	AC CENTRAL PAYMENT PMT PROC 104000014753783CCD 9470259043 84870018803325	994.76
4/09	AC CENTRAL PAYMENT PMT PROC 104000016019251CCD 9470259043 84870018803325	714.05
4/09	AC INTUIT PAYROLL S QUICKBOOKS 021000021824668CCD 1722616679 900208851	542.32-
4/10	AC CENTRAL PAYMENT PMT PROC 104000017417422CCD 9470259043 84870018803325	1,590.19
4/13	AC CENTRAL PAYMENT PMT PROC 104000018269505CCD 9470259043 84870018803325	1,813.62
4/13	AC CENTRAL PAYMENT PMT PROC 104000018309606CCD 9470259043 84870018803325	1,342.50
4/13	POS PUR. 04/12 20:16 ARAMARK UNIFORM 800-504-0328 KY 99999999 CARD# *5827 TX# 673537193	64.66-
4/13	POS PUR. 04/11 09:22 ALDI 68047 YORKVILLE IL 89100502 CARD# *4721 TX# 000911280	14.16-
4/13	POS PUR. 04/11 09:06 MNRD-YORKVILLE YORKVILLE IL 35316406 CARD# *4721 TX# 000020160	8.09-
4/13	AC SYSCO CHICAGO VENDOR PAY 021000025980643CCD 1743065202 Cust #444455	977.60-
4/14	AC CENTRAL PAYMENT PMT PROC 104000011418368CCD 9470259043 84870018803325	1,156.71
4/14	POS PUR. 04/13 17:15 SAMS CLUB #6388 MONTGOMERY IL 63880097 CARD# *4721 TX# 000035825	117.74-
4/15	AC CENTRAL PAYMENT PMT PROC 104000012660776CCD 9470259043 84870018803325	1,059.20
4/16	AC CENTRAL PAYMENT PMT PROC 104000014016778CCD 9470259043 84870018803325	1,275.39
4/16	Deposit	100.00
4/16	AC INTUIT PAYROLL S QUICKBOOKS 021000020083229CCD 1722616679 900208851	542.32-
4/17	AC CENTRAL PAYMENT PMT PROC 104000015713176CCD 9470259043 84870018803325	1,316.97
4/20	AC CENTRAL PAYMENT PMT PROC 104000016864187CCD 9470259043 84870018803325	2,076.31
4/20	AC CENTRAL PAYMENT PMT PROC 104000016821174CCD 9470259043 84870018803325	1,692.85
4/20	AC CENTRAL PAYMENT PMT PROC 104000017419205CCD 9470259043 84870018803325	1,356.61
4/20	AC IL DEPT OF REVEN EDI PYMNTS 091000016198954CCD 5555566257 00001413585120 TXP*35962488*0411*20200331*T*2 49100\	2,491.00-
4/20	AC SYSCO CHICAGO VENDOR PAY 021000028304559CCD 1743065202 Cust #444455	976.55-
4/21	AC CENTRAL PAYMENT PMT PROC 104000018771149CCD 9470259043 84870018803325	724.61
4/21	Deposit	100.00
4/22	AC CENTRAL PAYMENT PMT PROC 104000019889945CCD 9470259043 84870018803325	924.62
4/22	POS PUR. 04/22 09:05 WAL SAM'S Club 1106 MONTGOMERY IL 63880005 CARD# *5827 TX# 000499271	208.28-
4/22	AC NICOR Gas NICOR Gas ARC CHECK # 7024	161.83-
4/23	AC CENTRAL PAYMENT PMT PROC 104000010951304CCD 9470259043 84870018803325	1,199.42
4/23	AC INTUIT PAYROLL S QUICKBOOKS 021000025255603CCD 1722616679 900208851	542.32-
4/24	AC CENTRAL PAYMENT PMT PROC 104000012257032CCD 9470259043 84870018803325	982.44
4/24	POS PUR. 04/24 09:08 ALDI 68047 YORKVILLE IL 89100502 CARD# *4721 TX# 000805723	23.01-
4/27	AC CENTRAL PAYMENT PMT PROC 104000013394566CCD 9470259043 84870018803325	1,546.23
4/27	AC CENTRAL PAYMENT PMT PROC 104000013351221CCD 9470259043 84870018803325	1,457.14
4/27	AC CENTRAL PAYMENT PMT PROC 104000013875999CCD 9470259043 84870018803325	1,129.75
4/28	AC CENTRAL PAYMENT PMT PROC 104000015198918CCD 9470259043 84870018803325	884.97
4/28	Deposit	100.00
4/28	AC SYSCO CHICAGO VENDOR PAY 021000024375048CCD 1743065202 Cust #444455	1,158.77-
4/29	AC CENTRAL PAYMENT PMT PROC 104000016402826CCD 9470259043 84870018803325	1,290.82
4/29	POS DEB 0919 04/29/20 46440446 WAL SAM S Club 6388 WAL-SAMS MONTGOMERY IL C#5827	356.56-
4/30	AC CENTRAL PAYMENT PMT PROC 104000018608802CCD 9470259043 84870018803325	1,286.11
4/30	AC INTUIT PAYROLL S QUICKBOOKS 021000021265806CCD 1722616679 900208851	648.57-
4/30	Service Charge	5.00-

FAST BURRITO INC
1214 N BRIDGE ST
YORKVILLE IL 60560-1115

ACCOUNT:	
DATES:	4/01/20 THRU 4/30/20
PAGE:	3 of 6

Summary By Check Number

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
4/09	6197	139.57	4/28	6219*	530.28	4/21	7015	550.87
4/07	6200*	530.28	4/06	6982*	272.10	4/10	7016	33.60
4/09	6201	139.57	4/06	6990*	218.00	4/10	7017	512.04
4/06	6203*	578.28	4/06	6998*	186.00	4/15	7018	156.00
4/07	6205*	530.28	4/01	7001*	1,238.11	4/14	7019	32.00
4/10	6207*	578.28	4/06	7004*	156.00	4/24	7020	37.99
4/13	6208	262.68	4/06	7006*	238.33	4/15	7021	585.39
4/28	6209	530.28	4/10	7007	4,102.88	4/21	7023*	1,699.17
4/24	6211*	578.28	4/03	7008	520.50	4/22	7024	-See above-
4/13	6212	262.68	4/09	7009	1,075.03	4/23	7025	85.02
4/20	6213	530.28	4/15	7011*	218.20	4/22	7026	218.00
4/17	6214	578.28	4/14	7012	1,424.78	4/29	7027	1,836.41
4/21	6215	262.68	4/17	7013	97.29	4/24	7028	64.00
4/28	6216	530.28	4/17	7014	43.00	4/28	7029	617.80

* Denotes missing check numbers

Daily Balance Information

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/01	6,578.43	4/13	5,256.14	4/22	6,145.75
4/02	5,761.74	4/14	4,838.33	4/23	6,717.83
4/03	6,128.72	4/15	4,937.94	4/24	6,996.99
4/06	7,490.22	4/16	5,771.01	4/27	11,130.11
4/07	7,514.18	4/17	6,369.41	4/28	8,747.67
4/08	8,508.94	4/20	7,497.35	4/29	7,845.52
4/09	7,326.50	4/21	5,809.24	4/30	8,478.06
4/10	3,689.89				

4002



POST NUMBERED INAC
3312 E WYOMING RD
TROYVILLE, IL 61860

4-7-20

DATE

RECEIVED BY THE FOLLOWING FOR IMMEDIATE DELIVERY TO THE
OFFICE AND OTHER OFFICE TO BE IN THE OFFICE SUBJECT TO THE
PROVISIONS OF THE ACT

SUBJECT OF THE CASE NUMBER

BANK	100.00
CHECKS	
CASH ON HAND	
CASH ON ORDER	
CASH TOTAL	
CASH RECEIVED	
TOTAL	
DEPOSIT \$	100.00

00719007604 000002252 28

Deposit, Amount: 100.00, Date: 4/7/2020

FA007 00000000 0000
1014 N WASHINGTON ST
CHICAGO, ILL. 60643

4-16-20

DATE

RECEIVED FROM THE FOLLOWING PERSONS (NAME, ADDRESS, CITY, STATE, ZIP CODE)

NAME OF THE PERSON RECEIVING

NAME	100.00
AMOUNT	
TOTAL OTHER DED.	
TOTAL DED.	
LESS CASH RECEIVED	
TOTAL	
PERCENT \$	100.00

0071900760 100002252# 28

Deposit, Amount: 100.00, Date: 4/16/2020

PART DUEX220 142
 1310 W BAYVIEW BL
 ENFIELD, IL 60124

4-21-20

INVOICE MUST BE PAID WITHIN 30 DAYS OF INVOICING DATE
 LATE CHARGES WILL BE assessed ON ALL PAYMENTS 30 DAYS
 AFTER THE DUE DATE

CASH	100.00
CHECKS	
TOTAL BY OTHER DEBIT	
SUB-TOTAL	
LESS CASH RECEIVED	
TOTAL DUE	100.00

10719007604 100002252P 28

Deposit, Amount: 100.00, Date: 4/21/2020

FORM 1041-70

CHICAGO, IL 60606

DATE

DEPOSIT MUST BE BY AIR MAIL FOR IMMEDIATE RETURN.

DEPOSIT AND PRICE OF AIR MAIL MUST BE CASHED FIRST TO THE
PROPERTY OF THE AIRLINE

NO RETURN OF CASH REQUIRED

CASH	
CHECKS	
TOTAL DEPOSIT HERE	
CASH TOTAL	
TOTAL CASH RECEIVED	
TOTAL	\$ 160.00

10719007601 100002252 28

Deposit, Amount: 100.00, Date: 4/28/2020

EAST BRIGHTON INC.
 1214 W. PRICE ST.
 WYOMING, WY. 82001

OLD BRIGHTON HOUSE
 1000 W. 1ST ST.
 WYOMING, WY. 82001

006197

3400000
 DATE:

11/19/87

Yodanis Marianne
 1000 W. 1ST ST.
 WYOMING, WY. 82001

One Hundred Thirty-Nine and 5/100

Yodanis Marianne
 718 E. Highway 10
 Phone: 6 82545

006197

Pay Period: 00000000 - 00000000

006197 001 006197 000 0000 0000

Check# 6197, Amount: 139.57, Date: 4/9/2020

[illegible]

Check# 6200, Amount: 530.28, Date: 4/7/2020

PAET MARSHETTO INC.
15414, PRICE ST.
MONTREAL, Q. H3H 1S9

OLD MONTREAL BANK
MONTREAL, Q.
H3T 1S9

006361

31/03/2020

DATE

138.37

Pay to the order of

Yveline Morhes

One Hundred Thirty-eight and 37/100

Yveline Morhes
225 Esplanade Rd
Pierref, Q. G2G 4S4

CHECK ONE OF THE FOLLOWING

21

Pay Period 03/01/2020 - 03/04/2020

00632016 007149166282 100-00-8-1516

Check# 6201, Amount: 139.57, Date: 4/9/2020

[illegible]

Check# 6203, Amount: 578.28, Date: 4/6/2020

1545 BURETTO INC.
12445 BRIDGE ST
TOMBALL & HOUSTON

OLD BRIDGE AVE
TOMBALL &
76102-2116

006295

DATE 10/09/93

130.28

Two Hundred Thirty and 28/100

Refined Saltpetre
411 S. Randall St
Houston, TX 77002

Refined Saltpetre
411 S. Randall St
Houston, TX 77002

Pay Period: 03/08/93 - 03/14/93

0005105# 00791468 PNC 100-00-2414

Check# 6205, Amount: 530.28, Date: 4/7/2020

FAST BURRITO INC.
 15125 CANTERBURY AVE
 JARVIS, CA 94553

OLD RECEIPT BOOK
 "FOR 15¢ A COPY"
 (SEE INSTRUCTIONS)

006267

DATE 3/27/2000

PAY TO THE ORDER OF
 Generali Americans

\$79.28

Five Hundred Seventy-Eight and 23/100

Generali Americans
 15125 Canterbury Ave
 JARVIS, CA 94553

(Stamp: *Handwritten signature*)

441630 Pay Period: 3/23/2000 - 3/31/2000

006267 100191668220 100-001-154e

Check# 6207, Amount: 578.28, Date: 4/10/2020

[illegible]

Check# 6208, Amount: 262.68, Date: 4/13/2020

FAST BURRSTO INC.
CHINA BRIDGE ST
VICTORIA, B. C. 8888

OLD BUCHING DRIVE
VICTORIA B.C.
V8N 1K2-0-9

DATE 3/27/9000

153028

Rafael Sotomero

Two Hundred Thirty and 23/100

Rafael Sotomero
431 S. HANCOCK ST
AURORA, IL 60003

6400-000-000000000000

Pay Period 03/01/2000 - 03/31/2000

00052039 CD719168726 100-00-2520

Check# 6209, Amount: 530.28, Date: 4/28/2020

[illegible]

Check# 6211, Amount: 578.28, Date: 4/24/2020

FAST BURSTED INC.
STAN BRIDGE & BROS
HOMERIDGE & BROS

OUR RECORDS
HOMERIDGE & BROS

006212

DATE 05/22/20

Joe M Velazquez

200

Joe M Velazquez
118 Carroll Pkwy Unit B
Torrville, IL 62250

PAID BY
05/22/20

006212 00719166822C 100=0012=2520

Check# 6212, Amount: 262.68, Date: 4/13/2020

FBI BUREAU OF INVESTIGATION

FBI BUREAU OF INVESTIGATION

06B213

FBI BUREAU OF INVESTIGATION

OLD RECORD NAME
TORRELLA, A
NO REFUGEE

DATE 4-29-73

Rather Betters

Free Hundred Thirty and 29-100

Rather Betters
411 S. Grand St.
Astoria, O. 43008

WATSON

Per Period 63229220 - 43292220

#DOCS 213# DO719168246 100-0024752P

Check# 6213, Amount: 530.28, Date: 4/20/2020

14-00000

FAST BURSTING INC.
CIVIL ENGINEER
HOMERIDGE & 6638

OLD RECORDS-Open
HOMERIDGE &
76-102714

DATE 4/10/00

578 25

Corrado Accattori

Five Hundred Seventy-Eight and 25/100

Corrado Accattori
10-12 Crookway Ave
Aurora, IL 60505

PAID

4/10/00

Pay Phone: 312/9330200 - 344042000

00062164 0019166826 100-00-8-1574

Check# 6214, Amount: 578.28, Date: 4/17/2020

[illegible]

Check# 6215, Amount: 262.68, Date: 4/21/2020

[illegible]

Check# 6216, Amount: 530.28, Date: 4/28/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4/28/2020

66219

Pay to the order of Rafael Saldaña

Five Hundred Thirty and 25/100 \$ 530.28

Old Second

66219

1000022526 6982

Check# 6219, Amount: 530.28, Date: 4/28/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 3-5-20

6982

Pay to the order of ATOTONILCO

Two Hundred and Seventy w/100 \$ 272.10

Old Second

6982

1000022526 6982

Check# 6982, Amount: 272.10, Date: 4/6/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 3-12-20

6990

Pay to the order of ATOTONILCO

Two hundred Eighty 09/100 \$ 218.00

Old Second

6990

1000022526 6990

Check# 6990, Amount: 218.00, Date: 4/6/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 03/24/20

6998

Pay to the order of ATOTONILCO

one hundred eighty SIX 00/100 \$ 186.00

Old Second

6998

1000022526 6998

Check# 6998, Amount: 186.00, Date: 4/6/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 3-27-20

7001

Pay to the order of G.F.S.

Twelve Hundred thirty eight w/100 \$ 1238.11

Old Second

7001

1000022526 7001

Check# 7001, Amount: 1238.11, Date: 4/1/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 3-26-20

7004

Pay to the order of ATOTONILCO

one hundred Fifty SIX 09/100 \$ 156.00

Old Second

7004

1000022526 7004

Check# 7004, Amount: 156.00, Date: 4/6/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-1-20

7006

Pay to the order of United City of Yorkville

Two Hundred and Thirty eight 33/100 \$ 238.33

Old Second

7006

1000022526 7006

Check# 7006, Amount: 238.33, Date: 4/6/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-1-20

7007

Pay to the order of INLAND COMMERCIAL RE FINANCE

Four One Hundred and Two w/100 \$ 4102.88

Old Second

7007

1000022526 7007

Check# 7007, Amount: 4102.88, Date: 4/10/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-2-20

7008

Pay to the order of A-P Foods

Five Hundred and Twenty w/100 \$ 520.50

Old Second

7008

1000022526 7008

Check# 7008, Amount: 520.50, Date: 4/3/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-3-20

7009

Pay to the order of G.F.S.

One Thousand twenty five w/100 \$ 1075.03

Old Second

7009

1000022526 7009

Check# 7009, Amount: 1075.03, Date: 4/9/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-2-20

7011

Pay to the order of ATOTONILCO

Two Hundred Eighteen w/100 \$ 218.20

Old Second

7011

1000022526 7011

Check# 7011, Amount: 218.20, Date: 4/15/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-10-20

7012

Pay to the order of G.F.S.

Fourteen Hundred twenty four w/100 \$ 1424.78

Old Second

7012

1000022526 7012

Check# 7012, Amount: 1424.78, Date: 4/14/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-9-20

7013

Pay to the order of GROOT INC.

Ninety seven with 29/100 \$ 97.29

Old Second

7013

1000022526 7013

Check# 7013, Amount: 97.29, Date: 4/17/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-9-20

7014

Pay to the order of Smith Green Pest Management

Forty three with 00/100 \$ 43.00

Old Second

7014

1000022526 7014

Check# 7014, Amount: 43.00, Date: 4/17/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-11-20

7015

Pay to the order of Coned

Five Hundred and twenty w/100 \$ 550.87

Old Second

7015

1000022526 7015

Check# 7015, Amount: 550.87, Date: 4/21/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-9-2020

7016

Pay to the order of El Milagro

thirty three and 60/100 \$ 33.60

Old Second

7016

1000022526 7016

Check# 7016, Amount: 33.60, Date: 4/10/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-9-2020

7017

Pay to the order of B & B Food Service

Five hundred twelve and 04/100 \$ 512.04

Old Second

7017

1000022526 7017

Check# 7017, Amount: 512.04, Date: 4/10/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YORKVILLE, IL 62458-1115

DATE 4-9-2020

7018

Pay to the order of ATOTONILCO

one hundred FIFTY SIX 00/100 \$ 156.00

Old Second

7018

1000022526 7018

Check# 7018, Amount: 156.00, Date: 4/15/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-13-20 7019

Rep: SI Milagro \$32.00
Thirtytwo with 0/100

Old Second
F: Portillo's Gambel

⑆071900760⑆ 100002252⑆ 7019

Check# 7019, Amount: 32.00, Date: 4/14/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-16-20 7020

Rep: Protec America \$37.89
Thirtyseven with 8/100

Old Second
F: Alarm Gambel

⑆071900760⑆ 100002252⑆ 7020

Check# 7020, Amount: 37.99, Date: 4/24/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-14-20-20 7021

Rep: B+B Food Service \$585.39
Five hundred eightyfive and 39/100

Old Second
F: Portillo's Rafael

⑆071900760⑆ 100002252⑆ 7021

Check# 7021, Amount: 585.39, Date: 4/15/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-17-20 7023

Rep: G.F.S. \$1699.17
1699-17 Sixteen Hundred Ninetyone and 17/100

Old Second
F: 20183866 Gambel

⑆071900760⑆ 100002252⑆ 7023

Check# 7023, Amount: 1699.17, Date: 4/21/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-17-20 7025

Rep: Cintas \$85.00
Eightyfive with 02/100

Old Second
F: cleaning Gambel

⑆071900760⑆ 100002252⑆ 7025

Check# 7025, Amount: 85.02, Date: 4/23/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-16-20 7026

Rep: ATOTONILCO \$218.00
Two Hundred Eighteen and 00/100

Old Second
F: Portillo's Gambel

⑆071900760⑆ 100002252⑆ 7026

Check# 7026, Amount: 218.00, Date: 4/22/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-24-20 7027

Rep: G.F.S. \$1836.41
Eighteen Hundred Thirty six and 41/100

Old Second
F: 301939549 Gambel

⑆071900760⑆ 100002252⑆ 7027

Check# 7027, Amount: 1836.41, Date: 4/29/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-23-2020 7028

Rep: W. Lagre \$64.00
Sixty Four and 00/100

Old Second
F: Rafael Gambel

⑆071900760⑆ 100002252⑆ 7028

Check# 7028, Amount: 64.00, Date: 4/24/2020

FAST BURRITO INC
1214 N. BRIDGE ST
YONKVILLE, IL 60595-1115

4-25-2020 7029

Rep: B+B Food Service \$617.80
Sixt hundredseventen and 80/100

Old Second
F: 16116 Rafael

⑆071900760⑆ 100002252⑆ 7029

Check# 7029, Amount: 617.80, Date: 4/28/2020

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

Expand as Needed

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
Gerardo Alcantara	6887	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose M Velasquez	2742	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rafael Saldana	7223	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rolando Castillo	2117	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yadira Morales	0237	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL:		5					

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.

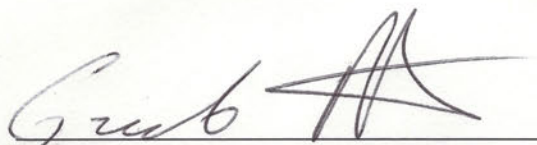
The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes 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

Gerardo Alcantara

Typed Name of Chief Executive Officer

Fast Burrito, Inc.

Name of Business

1214 N. Bridge St. Yorkville, IL 60560

Business Address

05/14/2020

Date

90-0208851

FEIN #

NA

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

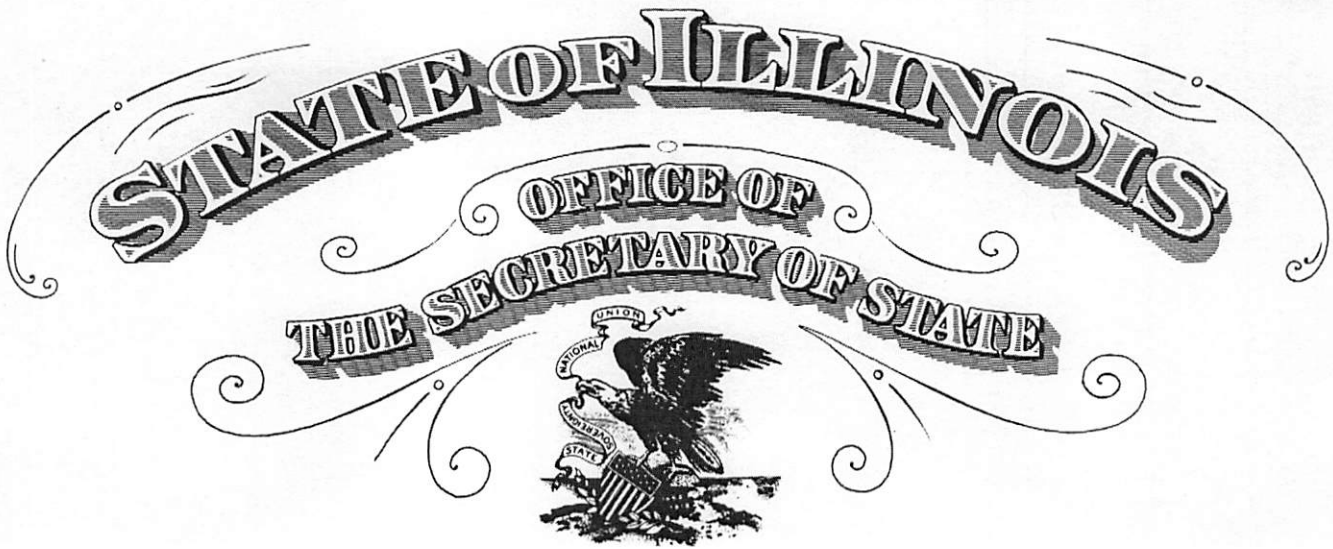
Address:

Address:

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.



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

FAST BURRITO, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 29, 2004, 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 14TH
day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

0

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)	<i>1</i>	<i>Monthly</i>	<i>\$ 7,855.71</i>	<i>2</i>	<i>\$ 15,711.42</i>
Fringe Benefits					<i>\$ -</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	<i>\$ 4,015.97</i>	<i>2</i>	<i>\$ 8,031.94</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	<i>\$ 1,422.62</i>	<i>2</i>	<i>\$ 2,845.24</i>
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	<i>\$ 294.06</i>	<i>2</i>	<i>\$ 588.12</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	<i>\$ 17,756.65</i>	<i>2</i>	<i>\$ 35,513.30</i>
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	<i>\$ 24.68</i>	<i>2</i>	<i>\$ 49.36</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>Monthly</i>	<i>\$ 43.00</i>	<i>2</i>	<i>\$ 86.00</i>
Other (specify): CC and Bank Fees	<i>1</i>	<i>Monthly</i>	<i>\$ 1,168.62</i>	<i>2</i>	<i>\$ 2,337.24</i>
Other (specify): Repairs & Maintenance	<i>1</i>	<i>Monthly</i>	<i>\$ 673.43</i>	<i>2</i>	<i>\$ 1,346.86</i>
Professional Fees	<i>1</i>	<i>Monthly</i>	<i>\$ 624.61</i>	<i>2</i>	<i>\$ 1,249.22</i>
<i>State Total</i>					<i>\$ 67,758.70</i>

Total State-Funded Working Capital *\$ 67,758.70*

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 Ginger and Soul Inc., 131 E. Hydraulic, 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: Ginger and Soul Inc.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐

Yes, registered in _____ County

☒

No

Supported Business Address 1: 131 E HydraulicSupported Business Address 2: STE CSupported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 99999-9999: 60560Supported Business Phone Number 630-440-4017Supported Business E-Mail Address: kate@gingerandsoulrestaurant.comSupported Business FEIN or ITIN: 47-3073704Supported Business DUNS (if not available, insert N./A): 055153730Supported 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: McNamaraFirst Name: KateTitle: OwnerDaytime Phone: 630-440-4017Home Phone: sameE-Mail: kate@gingerandsoulrestaurant.comHas 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: Paycheck Protection Program Loan Amount Received: \$ 8950Funding Program Name: EIDL Loan Amount Received: \$ 4000BANKRUPTCY: 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.

Ginger and Soul is a restaurant and catering company located in Yorkville, Illinois. We are a small business that has been established since February of 2015 and employs five people along with seasonal help.

Covid 19 has hurt the business greatly. Our dining room is closed and we are offering curbside and delivery service, only. Also, we normally do many catering jobs, and these events have been canceled. Revenue has been drastically reduced.

The CDBG funds will allow Ginger and Soul to maintain all their employees on payroll as well as acquire supplies needed to carry out jobs. The funds would also allow for rent and utilities to be paid until the restaurant is allowed to open in full capability and capacity again.

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	12571.90	yes	no	1377.46
December 31, 2018	30794.86	yes	no	3536.27
December 31, 2019	-11157.25	yes	no	3535.35
Current:				11961.56

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		19765.37
Personnel (Salary & Wages)	1656.23	
Fringe Benefits	162.97	
Equipment	592.91	
Inventory	305.40	
Supplies	6902.18	
Occupancy (Rent & Utilities)	1719.46	
Telecommunications	235.59	
Other (Specify) insurance	546.56	
Other (Specify) dues and subscriptions	891.65	
Other (Specify) legal fees	561.34	
Total of All Expenditures		13574.29
Monthly Net Income (Total Income – Total of All Expenditures)		6191.08

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

April 01, 2020 through April 30, 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: 1-713-282-1679

00062521 DRE 111 211 12220 NNNNNNNNNN 1 000000000 62 0000

GINGER AND SOUL, INC.
131 E HYDRAULIC ST STE C
YORKVILLE IL 60560-1990

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$6,754.25
Deposits and Additions	23	13,810.81
Checks Paid	7	-1,699.70
ATM & Debit Card Withdrawals	30	-3,477.04
Electronic Withdrawals	14	-3,426.76
Ending Balance	74	\$11,961.56

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
04/06	Square Inc 200406P2	PPD ID: 9424300002	\$1,784.92
04/06	Square Inc 200406P2	PPD ID: 9424300002	388.92
04/06	Square Inc 200404P2	PPD ID: 9424300002	94.95
04/08	Square Inc 200408P2	PPD ID: 9424300002	338.22
04/09	Square Inc 200409P2	PPD ID: 9424300002	481.98
04/10	Square Inc 200410P2	PPD ID: 9424300002	370.24
04/13	Square Inc 200411P2	PPD ID: 9424300002	243.73
04/13	Square Inc 200413P2	PPD ID: 9424300002	161.69
04/13	Square Inc 200413P2	PPD ID: 9424300002	1.43
04/15	Remote Online Deposit 1		1,600.00
04/17	Square Inc 200417P2	PPD ID: 9424300002	68.16
04/20	Square Inc 200420P2	PPD ID: 9424300002	923.29
04/20	Square Inc 200420P2	PPD ID: 9424300002	486.45
04/20	Square Inc 200418P2	PPD ID: 9424300002	277.24
04/21	Square Inc 200421P2	PPD ID: 9424300002	28.28
04/23	Square Inc 200423P2	PPD ID: 9424300002	36.13
04/24	Square Inc 200424P2	PPD ID: 9424300002	20.96
04/27	Square Inc 200427P2	PPD ID: 9424300002	1,628.05
04/27	Square Inc 200427P2	PPD ID: 9424300002	556.51
04/27	Square Inc 200425P2	PPD ID: 9424300002	234.46



April 01, 2020 through April 30, 2020

Account Number: [REDACTED]

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
04/28	Sbad Treas 310 Misc Pay Eidg:3301585761 CCD ID: 9101036151	4,000.00
04/29	Square Inc 200429P2 PPD ID: 9424300002	26.63
04/30	Square Inc 200430P2 PPD ID: 9424300002	58.57
Total Deposits and Additions		\$13,810.81

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1198 ^		04/10	\$259.18
1856 * ^		04/10	234.03
10131 * ^		04/17	773.49
10132 ^		04/07	208.00
10133 ^		04/03	75.00
10134 ^		04/17	75.00
10135 ^		04/27	75.00
Total Checks Paid			\$1,699.70

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
04/06	Card Purchase 04/02 Easy Ice 866-3279423 MI Card 4223	\$120.00
04/06	Card Purchase 04/03 Get Fresh Produce 630-6659665 IL Card 4223	356.00
04/06	Card Purchase 04/03 Mcdonald's F14843 Yorkville IL Card 2726	8.42
04/06	Card Purchase 04/03 Apple.Com/Bill 866-712-7753 CA Card 2726	11.67
04/06	Card Purchase 04/05 Prime Video*U55D532C3 888-802-3080 WA Card 2726	9.99
04/06	Recurring Card Purchase 04/04 Apple.Com/Bill 866-712-7753 CA Card 2726	0.99
04/07	Recurring Card Purchase 04/07 Intuit *Quickbooks 800-446-8848 CA Card 2726	70.00
04/09	Recurring Card Purchase 04/09 Sxm*Siriusxm.Com/Acct 888-635-5144 NY Card 2726	6.07
04/10	Card Purchase 04/09 Francesca Pizza Sheridan IL Card 2726	49.50
04/10	Recurring Card Purchase 04/09 AT&T*Bill Payment 800-331-0500 TX Card 2726	137.51
04/10	Recurring Card Purchase 04/09 Apple.Com/Bill 866-712-7753 CA Card 2726	6.36
04/13	Card Purchase 04/10 Mcdonald's F14843 Yorkville IL Card 2726	12.99
04/13	Card Purchase 04/10 Get Fresh Produce 630-6659665 IL Card 4223	448.55
04/13	Recurring Card Purchase 04/11 Apple.Com/Bill 866-712-7753 CA Card 2726	9.99
04/15	Card Purchase 04/14 Sq *Jones Inspired Serv Gosq.Com IL Card 2726	634.65
04/20	Card Purchase 04/17 Get Fresh Produce 630-6659665 IL Card 4223	424.38
04/20	Card Purchase 04/17 Mcdonald's F14843 Yorkville IL Card 2726	12.08
04/20	Card Purchase 04/17 Speedway 07113 504 S Br Yorkville IL Card 2726	16.50
04/20	ATM Withdrawal 04/19 110 E Veterans Pkwy Yorkville IL Card 4223	100.00
04/22	Card Purchase 04/21 4Te*Sosbs Certificate 217-785-3920 IL Card 2726	25.00
04/22	Card Purchase 04/21 4Te*Ilsecofstatesfee 866-290-5400 IL Card 2726	1.00
04/24	Card Purchase With Pin 04/24 Bp#9345422Johns Plano IL Card 4223	10.08
04/27	Card Purchase 04/24 Get Fresh Produce 630-6659665 IL Card 4223	455.52
04/27	Card Purchase 04/24 Advocate Health Care Oakbrook Terr IL Card 2726	21.78
04/27	ATM Withdrawal 04/26 110 E Veterans Pkwy Yorkville IL Card 4223	400.00



April 01, 2020 through April 30, 2020

Account Number: [REDACTED]

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
04/28	Card Purchase 04/27 Walgreens #10498 Yorkville IL Card 2726	11.99
04/28	Card Purchase With Pin 04/28 Bp#9344755Johns Sheridan IL Card 2726	18.42
04/29	Card Purchase 04/28 Walmart.Com 800-966-8546 AR Card 2726	24.82
04/30	Card Purchase 04/29 Prime Video*Ee6JI5Kg3 888-802-3080 WA Card 2726	4.99
04/30	Recurring Card Purchase 04/30 Facebk *S7Zlnswey2 Fb.ME/Ads CA Card 2726	67.79
Total ATM & Debit Card Withdrawals		\$3,477.04

ATM & DEBIT CARD SUMMARY

Kate M Mcnamara Card 2726

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$1,162.51
Total Card Deposits & Credits	\$0.00

Andrea J Hasko-Marx Card 4223

Total ATM Withdrawals & Debits	\$500.00
Total Card Purchases	\$1,814.53
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$500.00
Total Card Purchases	\$2,977.04
Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
04/02	Chase Credit Crd Autopaybus PPD ID: 4760039224	\$300.00
04/02	Bk of Amer Mc Online Pmt Ckf897689886POS CCD ID: 9500000000	90.00
04/02	Paypal Inst Xfer Weebly Inc Web ID: Paypalsi77	16.00
04/13	Paypal Inst Xfer Tomscom Web ID: Paypalsi77	117.04
04/13	Paypal Inst Xfer Milkmaidgds Web ID: Paypalsi77	109.33
04/14	Corned UTIL Bil 0071114059 0414 CCD ID: 2360938600	332.19
04/14	lpfs866-412-2561 lpfspmtmok 856812 CCD ID: 1231659615	251.76
04/14	Paypal Inst Xfer 1008597110720 Web ID: Paypalsi77	136.00
04/15	Firstmark Payments PPD ID: L840748903	810.23
04/16	IL Dept of Reven EDI Pymnts 00000429463776 CCD ID: 5555566257	714.00
04/17	IL Dept of Reven EDI Pymnts 00002046433504 CCD ID: 5555566257	15.56
04/20	Capital One Crcardpmt 010830180007458 CCD ID: 9541719018	300.00
04/20	St Mary Catholic Facts 000000103903541 Web ID: 9470751402	186.67
04/27	Humana Compbenef 7709988936 PPD ID: 2591843760	47.98
Total Electronic Withdrawals		\$3,426.76

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
04/02	\$6,348.25	04/13	7,963.71	04/22	8,538.62
04/03	6,273.25	04/14	7,243.76	04/23	8,574.75
04/06	8,034.97	04/15	7,398.88	04/24	8,585.63
04/07	7,756.97	04/16	6,684.88	04/27	8,004.37
04/08	8,095.19	04/17	5,888.99	04/28	11,973.96
04/09	8,571.10	04/20	6,536.34	04/29	11,975.77
04/10	8,254.76	04/21	6,564.62	04/30	11,961.56

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION

	NUMBER OF TRANSACTIONS
Checks Paid / Debits	51
Deposits / Credits	0
Deposited Items	0
Transaction Total	51

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

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

Expand as Needed

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
Kate McNamara	3863	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andrea Hasko-Marx	5189	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jake Merz	0780	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kim Kolkmeier	0078	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Craig Kierelko	4386	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lloyd Wright	9927	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
zach Gregoire	4592	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL:		6					

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.

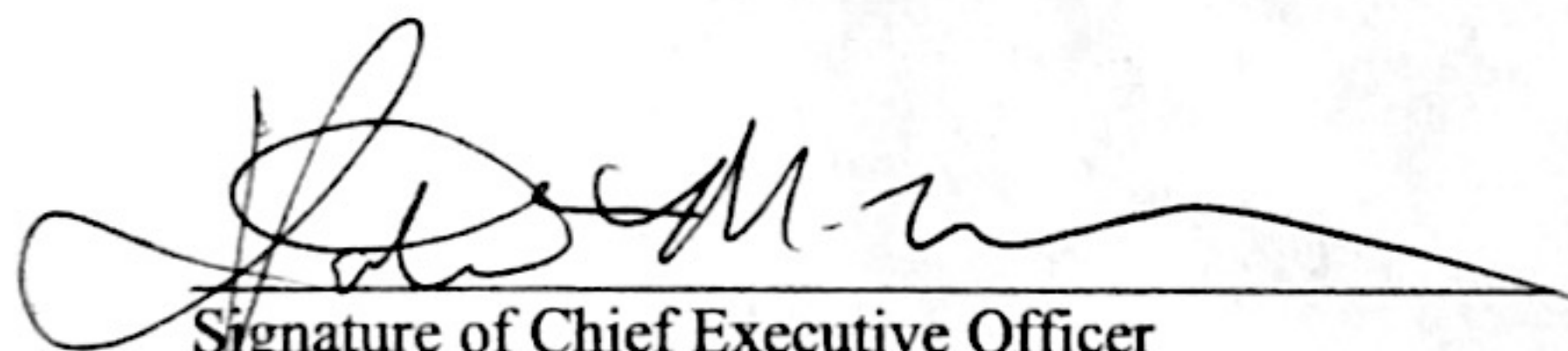
The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes 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

Kate M McNamara

Typed Name of Chief Executive Officer

Ginger and Soul Inc.

Name of Business

131 E Hydraulic Yorkville IL

Business Address

5/6/2020

Date

47-3073704

FEIN #

055153730

DUNS #

5812

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the 6 day of May, 2020 by and between the City of Yorkville ("Unit of Local Government") and Ginger and Soul, 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

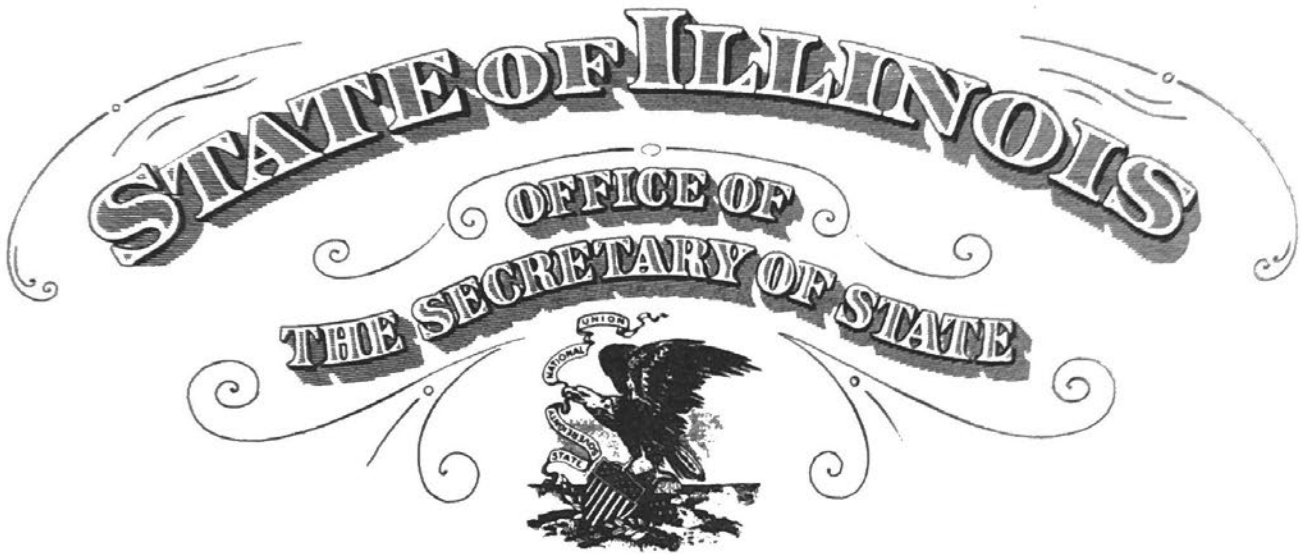
Address:

Address:

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.



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

GINGER AND SOUL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 05, 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 20TH
day of APRIL A.D. 2020 .

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

0

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)	<i>1</i>	<i>Monthly</i>	<i>\$ 6,106.81</i>	<i>2</i>	<i>\$ 12,213.62</i>
Fringe Benefits	<i>1</i>	<i>Monthly</i>	<i>\$ 312.34</i>	<i>2</i>	<i>\$ 624.68</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	<i>\$ 350.00</i>	<i>2</i>	<i>\$ 700.00</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	<i>\$ 973.29</i>	<i>2</i>	<i>\$ 1,946.58</i>
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	<i>\$ 90.49</i>	<i>2</i>	<i>\$ 180.98</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	<i>\$ 5,379.85</i>	<i>2</i>	<i>\$ 10,759.70</i>
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	<i>\$ 288.73</i>	<i>2</i>	<i>\$ 577.46</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>Monthly</i>	<i>\$ 665.28</i>	<i>2</i>	<i>\$ 1,330.56</i>
Other (specify): Dues & Subscriptions	<i>1</i>	<i>Monthly</i>	<i>\$ 1,173.74</i>	<i>2</i>	<i>\$ 2,347.48</i>
Other (specify): Insurance	<i>1</i>	<i>Monthly</i>	<i>\$ 426.15</i>	<i>2</i>	<i>\$ 852.30</i>
					<i>\$ -</i>
<i>State Total</i>					<i>\$ 31,533.36</i>

Total State-Funded Working Capital **\$ 31,533.36**

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 HNM Corporation, 227 Heustis 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/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.

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.

HNH CORPORATION
227 HEUSTIS ST
YORKVILLE IL 60560-1518



0

45221

Banking Center: Oswego
Banking Center Phone: 630-636-5980
Business Banking Support: 877-534-2264

Account Summary -

04/01	Beginning Balance	\$1,147.20	Number of Days in Period	30
2	Checks	\$(350.00)		
60	Withdrawals / Debits	\$(4,079.41)		
27	Deposits / Credits	\$4,599.69		
04/30	Ending Balance	\$1,317.48		

Analysis Period: 03/01/20 - 03/31/20

Standard Monthly Service Charge	\$11.00
Standard Monthly Service Charge Waived (see below)	\$0.00
BANKING CENTER CASH ORDERS	\$2.09
PAPER ACCOUNT STATEMENT FEE	\$3.00
Service Charge withdrawn on 04/10/20	\$16.09

Standard Monthly Service Charge waived if:

Your business maintains a total monthly average balance of \$3,500 across its business checking, savings, and certificate of deposit accounts.

Current Relationship Overview:

Balance Criteria Met?	No
Total Combined Monthly Average Balance	\$3,401.66

OR your business spends at least \$500 per month on its business credit card.

Other Criteria Met?	No
\$500 Business Credit Card Spend?	No

Checks

2 checks totaling \$350.00

* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount	Number	Date Paid	Amount
3512 i	04/13	200.00	3654*i	04/07	150.00

Withdrawals / Debits

60 items totaling \$4,079.41

Date	Amount	Description
04/01	4.82	MERCHANT PAYMENT - 100502 ALDI 68047 YORKVILLE IL ON 040120 FROM CARD#: XXXXXXXXXXXX947X
04/01	35.48	RECURRING PURCHASE AT FACEBK *ZKXNHPSDN2, fb.me/ads, CA ON 033120 FROM CARD#: XXXXXXXXXXXX9478
04/01	15.00	QUICKSILVER PAYMNT MPID_813578 CASA SANTIAGO 040120
04/01	13.96	MERCHANT PAYMENT WOODMANS FOOD MA - 985002 151 HANSEN BLVD NORTH AURORA IL ON 040120 FROM CARD#: XXXXXXXXXXXX947X
04/01	35.78	MERCHANT PAYMENT WOODMANS FOOD MA - 985002 151 HANSEN BLVD NORTH AURORA IL ON 040120 FROM CARD#: XXXXXXXXXXXX947X
04/02	267.63	RECURRING PURCHASE AT SPRINT *WIRELESS, 800-639-6111, KS ON 040220 FROM CARD#: XXXXXXXXXXXX9478
04/02	15.00	QUICKSILVER PAYMNT MPID_814201 CASA SANTIAGO 040220
04/02	70.31	MERCHANT SERVICE MTHLY DISC 180000000011296 CASA SANTIAGO 040220
04/02	155.94	BANKCARD 1255 MTOT DISC 534703050101567 CASA SANTIAGO 040220



Withdrawals / Debits - continued

Date	Amount	Description
04/03	15.00	QUICKSILVER PAYMNT MPID_814841 CASA SANTIAGO 040320
04/03	31.36	MERCHANT PAYMENT WOODMANS FOOD MA - 985002 151 HANSEN BLVD NORTH AURORA IL ON 040320 FROM CARD#: XXXXXXXXXXXX947X
04/06	26.89	MERCHANT PAYMENT - 043331 SPEEDWAY 2110 ORCHARD MONTGOMERY IL ON 040620 FROM CARD#: XXXXXXXXXXXX947X
04/06	27.98	DEBIT CARD PURCHASE AT MIKE AND DENISES P, YORKVILLE, IL ON 040420 FROM CARD#: XXXXXXXXXXXX9478
04/06	216.15	DEBIT CARD PURCHASE AT RESTAURANT DEPOT, LOMBARD, IL ON 040320 FROM CARD#: XXXXXXXXXXXX9478
04/06	15.00	QUICKSILVER PAYMNT MPID_815487 CASA SANTIAGO 040620
04/06	60.23	MERCHANT PAYMENT CERMAK PRODUCE A - 119059 1250 N LAKE ST AURORA IL ON 040620 FROM CARD#: XXXXXXXXXXXX947X
04/07	74.99	RECURRING PURCHASE AT ATT*BILL PAYMENT, 800-288-2020, TX ON 040620 FROM CARD#: XXXXXXXXXXXX9478
04/07	15.00	QUICKSILVER PAYMNT MPID_816119 CASA SANTIAGO 040720
04/07	86.00	FDGL LEASE PYMT 052-1232075-000 040720
04/07	102.95	TELEPHONE INITIATED PAYMENT AT Nicor Gas NICPayment 4037275719 040720
04/08	101.75	DEBIT CARD PURCHASE AT COMM ED RESI PMT, 800-334-7661, IL ON 040720 FROM CARD#: XXXXXXXXXXXX9478
04/08	15.00	QUICKSILVER PAYMNT MPID_816712 CASA SANTIAGO 040820
04/08	100.00	IL DEPT OF REVEN EDI PYMNTS 20GTP097000067 040820
04/09	15.00	QUICKSILVER PAYMNT MPID_817295 CASA SANTIAGO 040920
04/09	95.47	CLOVER APP MRKT CLOVER APP 899-9084509-000 040920
04/10	40.00	5/3 JEANIE WITHDRAWAL - 005180 1 MERCHANTS PLZ OSWEGO IL ON 041020 FROM CARD#: XXXXXXXXXXXX947X
04/10	5.95	WEB INITIATED PAYMENT AT PMNTUS SVC FEE SERVICEFEE 4247122 041020
04/10	15.00	QUICKSILVER PAYMNT MPID_817895 CASA SANTIAGO 041020
04/10	48.14	FDGL LEASE PYMT 052-1164351-000 041020
04/10	16.09	SERVICE CHARGE
04/13	100.00	5/3 JEANIE WITHDRAWAL - 005180 1 MERCHANTS PLZ OSWEGO IL ON 041320 FROM CARD#: XXXXXXXXXXXX947X
04/13	15.00	QUICKSILVER PAYMNT MPID_818480 CASA SANTIAGO 041320
04/13	288.57	WEB INITIATED PAYMENT AT COMM ED COMMERCI UTIL PMNT 3856723 041320
04/14	15.00	QUICKSILVER PAYMNT MPID_819085 CASA SANTIAGO 041420
04/15	15.00	QUICKSILVER PAYMNT MPID_819655 CASA SANTIAGO 041520
04/15	100.00	IL DEPT OF REVEN EDI PYMNTS 20GTP104000039 041520
04/15	459.75	AscentiumCapital 00000000000000013681 LEASECHG 6307 HNM CORP. 041520
04/16	15.00	QUICKSILVER PAYMNT MPID_820221 CASA SANTIAGO 041620
04/17	15.00	QUICKSILVER PAYMNT MPID_820802 CASA SANTIAGO 041720
04/17	17.00	5/3 CREDIT CARD #XXXXXXXXXX2405 PAID BY AUTO BILLPAYER
04/20	15.00	QUICKSILVER PAYMNT MPID_821366 CASA SANTIAGO 042020
04/20	93.19	BRISTOL WEST INS INS PAYMT G00 9296444 03 042020
04/21	15.00	QUICKSILVER PAYMNT MPID_821958 CASA SANTIAGO 042120
04/22	15.00	QUICKSILVER PAYMNT MPID_822518 CASA SANTIAGO 042220
04/22	100.00	IL DEPT OF REVEN EDI PYMNTS 20GTP111000108 042220
04/24	300.00	5/3 JEANIE WITHDRAWAL - 005180 1 MERCHANTS PLZ OSWEGO IL ON 042420 FROM CARD#: XXXXXXXXXXXX947X
04/24	15.00	QUICKSILVER PAYMNT MPID_823108 CASA SANTIAGO 042420
04/24	66.35	WEB INITIATED PAYMENT AT ADVANCED DISPOSAL WEB_PAY 20938017T022477 042420
04/24	106.91	MERCHANT PAYMENT WAL Wal-Mart Sup - 860095 4286 WAL-SAMS MONTGOMERY IL ON 042420 FROM CARD#: XXXXXXXXXXXX947X
04/27	15.00	QUICKSILVER PAYMNT MPID_823663 CASA SANTIAGO 042720
04/27	25.00	AscentiumCapital 00000000000000013716 LEASECHG 6307 HNM CORP. 042720
04/27	127.80	PRIMERICA LIFE INS. PREM 0432689984I 042720
04/28	15.00	QUICKSILVER PAYMNT MPID_824246 CASA SANTIAGO 042820
04/28	40.00	5/3 ONLINE TRANSFER TO CK: XXXXXX5696 REF # 00644587622
04/29	15.00	QUICKSILVER PAYMNT MPID_824798 CASA SANTIAGO 042920
04/29	100.00	IL DEPT OF REVEN EDI PYMNTS 20GTP118000082 042920



Statement Period Date: 4/1/2020 - 4/30/2020
 Account Type: 5/3 BUS STANDARD CKG
 Account Number: [REDACTED]



HNM CORPORATION
 227 HEUSTIS ST
 YORKVILLE IL 60560-1518

0

45221

Banking Center: Oswego
 Banking Center Phone: 630-636-5980
 Business Banking Support: 877-534-2264

Withdrawals / Debits - continued

Date	Amount	Description
04/29	50.98	MERCHANT PAYMENT WOODMANS FOOD MA - 985002 151 HANSEN BLVD NORTH AURORA IL ON 042920 FROM CARD#: XXXXXXXXXXXX947X
04/30	10.99	DEBIT CARD PURCHASE AT SERVING*TRAINING, 5614045363, FL ON 042820 FROM CARD#: XXXXXXXXXXXX9478
04/30	160.00	5/3 JEANIE WITHDRAWAL - 917 444 VETERANS PARKWAY YORKVILLE IL ON 043020 FROM CARD#: XXXXXXXXXXXX947X
04/30	15.00	QUICKSILVER PAYMNT MPID_825340 CASA SANTIAGO 043020

Deposits / Credits

27 items totaling \$4,599.69

Date	Amount	Description
04/01	53.69	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040120
04/02	90.01	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040220
04/03	135.31	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040320
04/06	93.56	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040620
04/06	195.59	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040620
04/08	100.00	5/3 ONLINE TRANSFER FROM CK: XXXXXX5696 REF # 00641060930
04/09	53.57	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 040920
04/09	700.00	5/3 JEANIE DEPOSIT 2004091 - 917 444 VETERANS PARKWAY YORKVILLE IL ON 040920 FROM CARD#: XXXXXXXXXXXX947X
04/10	17.42	ILLINOIS GAMING 0409VGTPMT CASASANTIAGO CASASANTIAGO 041020
04/13	73.82	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 041320
04/13	87.65	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 041320
04/13	128.26	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 041320
04/15	120.48	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 041520
04/16	730.00	MOBILE DEPOSIT
04/16	85.00	5/3 ONLINE TRANSFER FROM CK: XXXXXX5696 REF # 00642363863
04/17	86.00	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 041720
04/20	122.82	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042020
04/20	266.88	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042020
04/21	170.71	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042120
04/22	14.69	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042220
04/23	141.19	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042320
04/24	87.80	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042420
04/27	28.98	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042720
04/27	107.84	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042720
04/27	410.99	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 042720
04/29	400.00	MOBILE DEPOSIT
04/30	97.43	MERCHANT SERVICE MERCH DEP 180000000011296 CASA SANTIAGO 043020



Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
04/01	1,095.85	04/13	384.64	04/22	1,106.28
04/02	676.98	04/14	369.64	04/23	1,247.47
04/03	765.93	04/15	(84.63)	04/24	847.01
04/06	708.83	04/16	715.37	04/27	1,227.02
04/07	279.89	04/17	769.37	04/28	1,172.02
04/08	163.14	04/20	1,050.88	04/29	1,406.04
04/09	806.24	04/21	1,206.59	04/30	1,317.48
04/10	698.48				

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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

Expand as Needed

[illegible]

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

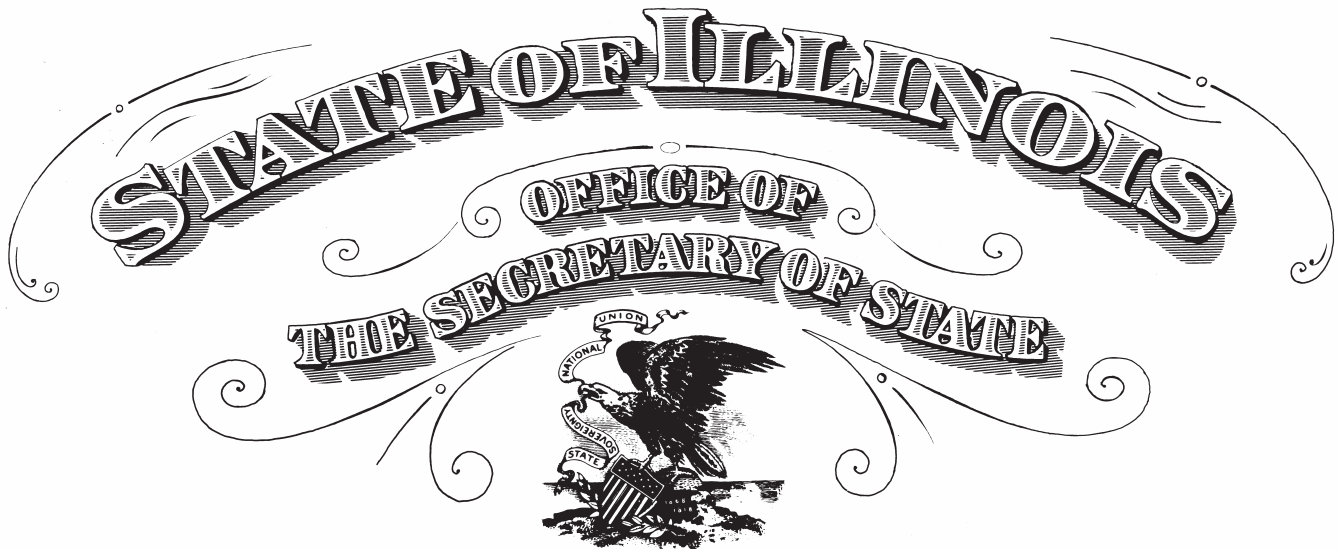
Address:

Address:

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: <https://www.ilsos.gov/corporatellc/>

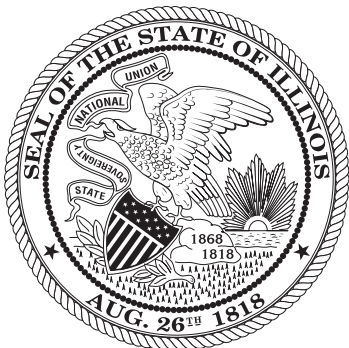
This requirement does not apply if the benefiting business is a Sole Proprietorship.



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

HNM CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 24, 2007, 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 13TH
day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

0

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)	<i>1</i>	<i>monthly</i>	<i>\$ 3,162.00</i>	<i>2</i>	<i>\$ 6,324.00</i>
Fringe Benefits	<i>1</i>	<i>monthly</i>	<i>\$ 127.80</i>	<i>2</i>	<i>\$ 255.60</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>monthly</i>	<i>\$ 1,500.00</i>	<i>2</i>	<i>\$ 3,000.00</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>monthly</i>	<i>\$ 1,005.50</i>	<i>2</i>	<i>\$ 2,011.00</i>
Telecommunications & Internet	<i>1</i>	<i>monthly</i>	<i>\$ 568.74</i>	<i>2</i>	<i>\$ 1,137.48</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>monthly</i>	<i>\$ 7,275.15</i>	<i>2</i>	<i>\$ 14,550.30</i>
Supplies (office-related)	<i>1</i>	<i>monthly</i>	<i>\$ 352.23</i>	<i>2</i>	<i>\$ 704.46</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>monthly</i>	<i>\$ 607.49</i>	<i>2</i>	<i>\$ 1,214.98</i>
insurance	<i>1</i>	<i>monthly</i>	<i>\$ 345.76</i>	<i>2</i>	<i>\$ 691.52</i>
Other (specify):					<i>\$ -</i>
					<i>\$ -</i>
<i>State Total</i>					<i>\$ 29,889.34</i>

Total State-Funded Working Capital *\$ 29,889.34*

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 NCG Yorkville Inc., 1505 N. 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: NCG Yorkville Inc

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐

Yes, registered in _____ County

☒

No

Supported Business Address 1: 1505 N Bridge St

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 99999-9999: 60560Supported Business Phone Number 989 723-0319Supported Business E-Mail Address: Shelly@ncgmovies.comSupported Business FEIN or ITIN: 46-1810978Supported Business DUNS (if not available, insert N./A): NASupported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 7832**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*Last Name: GeigerFirst Name: JeffTitle: PresidentDaytime Phone: 517-204-3042Home Phone: 989-205-1342 (cell)E-Mail: jeff@ncgmovies.comHas 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.

We are NCG Yorkville Inc, we are a family owned local theater that has been in business in Yorkville since 2013. We have provided 100's jobs to the community in the past 7 years. Unfortunate because of the COVID-19 we have been closed since March 16, 2020, with no income at all.

We would use these funds for payroll and operations of our business, in order to open. Upon receiving this money our plans would be to open as soon the state allows us to.

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	314,304.85	No	Yes	-25,042.03
December 31, 2018	221,541.27	No	Yes	122,330.98
December 31, 2019	233,972.55	No	Yes	143,507.93
Current:				54,532.12

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		195,192.73
Personnel (Salary & Wages)	18,695.67	
Fringe Benefits		
Equipment	124.56	
Inventory	100,693.82	
Supplies	2,551.72	
Occupancy (Rent & Utilities)	28,143.45	
Telecommunications	2,216.19	
Other (Specify) Prof/Banking Fees	9,098.76	
Other (Specify) Maintenance	3,219.61	
Other (Specify) Advert/Bus Promo	1,302.91	
Total of All Expenditures		166,046.69
Monthly Net Income (Total Income – Total of All Expenditures)		29,146.04

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.

■ NCG YORKVILLE INC
■ 1505 N BRIDGE ST
■ YORKVILLE IL 60560-1807
■



0

Banking Center: Detroit Eastside
Banking Center Phone: 313-245-1825
Commercial Client Services: 866-475-0729

25415

Account Summary -

04/01	Beginning Balance	\$111,176.37	Number of Days in Period	30
20	Checks	\$(42,597.19)		
12	Withdrawals / Debits	\$(5,901.77)		
2	Deposits / Credits	\$3,167.64		
04/30	Ending Balance	\$65,845.05		

Checks

20 checks totaling \$42,597.19

* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
1298 i	04/20	310.44	1305 i	04/06	626.44	1313 i	04/09	124.56
1299 i	04/24	1,772.05	1306 i	04/06	40.80	1314 i	04/20	128.72
1300 i	04/24	743.28	1308*i	04/01	3,730.15	1315 i	04/21	3,175.67
1301 i	04/17	4,131.88	1309 i	04/10	40.00	1316 i	04/22	290.00
1302 i	04/22	1,203.84	1310 i	04/10	218.83	1317 i	04/22	869.31
1303 i	04/03	45.15	1311 i	04/06	14,593.19	1333*i	04/29	7,168.38
1304 i	04/06	199.75	1312 i	04/13	3,184.75			

Withdrawals / Debits

12 items totaling \$5,901.77

Date	Amount	Description
04/01	7.95	AMERICAN EXPRESS PAYMENT DATE 20092 COLLECTION 3124338179 NCG YORKVILL3124338179 040120
04/01	41.96	HRTLAND PMT SYS TXNS/FEES 650000010689704 NCG YORKVILLE CINEMA 040120
04/02	862.30	MTH UNBUN FEE 4445012933416 NCG YORKVILLE CINEMA NCG YORKVILLE CINEMA 040320
04/02	908.78	NCG Yorkville, I PAYROLL 1461810978 040220
04/03	127.39	VANTIV_INTG_PYMT BILLNG 8788430186193 NCG Yorkville Inc Merch Bankcard 528552 NCG Yorkville Cinema - Ecommerce 040320
04/06	16.28	AMERICAN EXPRESS PAYMENT DATE 20095 AXP DISCNT 3124338179 NCG YORKVILL3124338179 040620
04/08	100.15	HRTLAND PMT SYS Adjustment 650000010689704 NCG YORKVILLE CINEMA 040820
04/08	206.89	IRS USATAXPYMT 270049962554282 NCG YORKVILLE INC 040820
04/09	174.04	FIFTH THIRD ACH MPS BILLNG 039235 NCG YORKVILLE, INC. 040920
04/10	892.87	SERVICE CHARGE
04/15	396.16	IL DEPT OF REVEN EDI EDI PYMNTS 00000773370080 NCG YORKVILLE INC TXP*461810978000*01141*20200331*T*39616 041520
04/20	2,167.00	IL DEPT OF REVEN EDI EDI PYMNTS 00001226354912 NCG YORKVILLE INC TXP*41230868*0411*20200331*T*216700 042020

Deposits / Credits

2 items totaling \$3,167.64

Date	Amount	Description
04/20	754.79	DEPOSIT
04/20	2,412.85	DEPOSIT



Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
04/01	107,396.31	04/09	89,370.59	04/20	81,067.58
04/02	105,625.23	04/10	88,218.89	04/21	77,891.91
04/03	105,452.69	04/13	85,034.14	04/22	75,528.76
04/06	89,976.23	04/15	84,637.98	04/24	73,013.43
04/08	89,669.19	04/17	80,506.10	04/29	65,845.05

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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
Amwoza, Ty	5445	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Barnes, Cori	5988	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bird, Chloe	9520	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ferrer, Pedro	3115	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ferrer, Natalie	5745	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kallan, Arielle	2256	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Karpiel, Zachary	9030	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kemper, Faith	6972	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kennedy, Jay	6851	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kinsella, Aidann	9516	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kowalczyk, Austin	1164	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kush, Michelle	1150	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kush, Michael	5003	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lieser, Aden	0606	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manwarren, Joshua	1691	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mays, Zach	1467	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Murillo, Jose	0315	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Osborn, Payton	0510	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plum, Grace	8809	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reichert, Ryan	9629	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robles, Joseph	5931	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schumacher, Matthew	7335	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smith, Jacob	3443	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sondelski, Dylan	0540	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL:		cont					

Expand as Needed

[illegible]

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

5-14-20

Date

Jeffrey Geiger

Typed Name of Chief Executive Officer

NCG Yorkville, Inc.

Name of Business

46-1810978

FEIN #

1505 N Bridge St, Yorkville, IL 60560

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

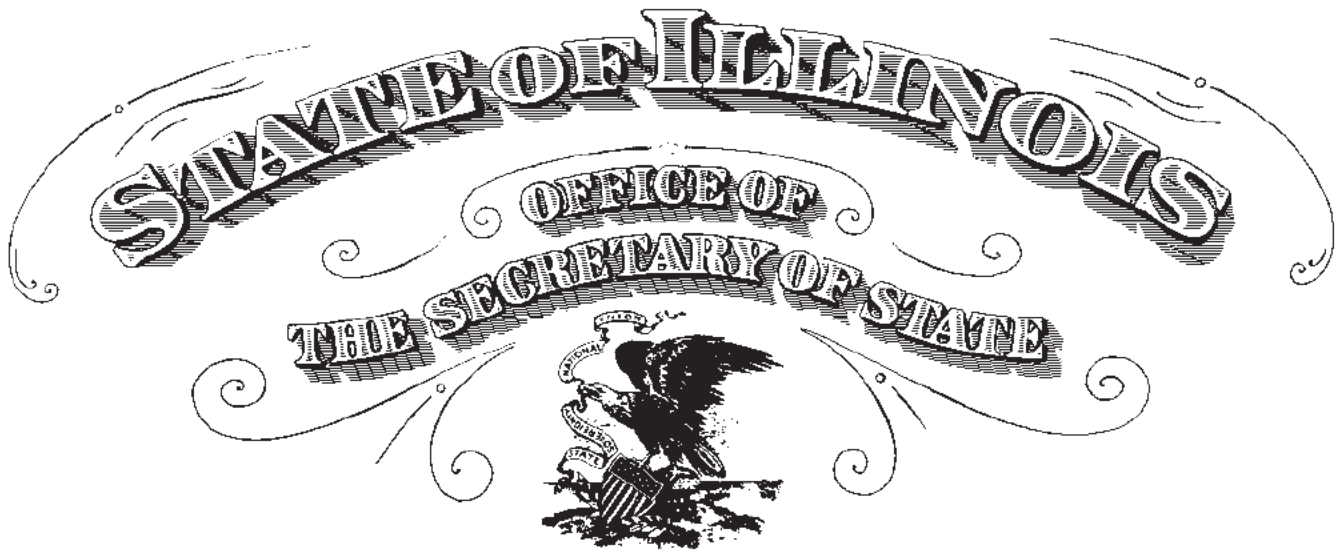
Address:

Address:

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.



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

NCG YORKVILLE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 15, 2013, 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 13TH
day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

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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	\$ 18,196.26	2	\$ 36,392.52
Fringe Benefits					\$ -
Occupancy (Rent/Mortgage Payments)	1	Monthly	\$ 21,904.04	2	\$ 43,808.08
Utilities (Electrical, Gas, Water, Sewer)	1	Monthly	\$ 6,830.97	2	\$ 13,661.94
Telecommunications & Internet	1	Monthly	\$ 1,145.83	2	\$ 2,291.65
Inventory/Goods Necessary to do Business	1	Monthly	\$ 89,158.62	2	\$ 178,317.23
Supplies (office and maintenabce-related)	1	Monthly	\$ 5,103.03	2	\$ 10,206.06
Contractual Services (pest control, cleaning, etc.)	1	Monthly	\$ 15,552.07	2	\$ 31,104.14
Other Professional/Banking Fees):	1	Monthly	\$ 7,212.54	2	\$ 14,425.08
Other (Advertiaing/Business Promotion):	1	Monthly	\$ 708.70	2	\$ 1,417.41
					\$ -
				State Total	\$ 331,624.11

Total State-Funded Working Capital \$ 331,624.11

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 NDB Enterprises, Inc. DBA Sunfield Restaurant, 382 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: NDB Enterprises Inc D/B/A Sunfield Restaurant

Is Business operating under an Assumed Name? (see 805 ILCS 405)

Yes, registered in Kendall County

No

Supported Business Address 1: 382 E. Veterans Parkway

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: IllinoisSupported Business Zip: 99999-9999: 60560Supported Business Phone Number 630-553-3500Supported Business E-Mail Address: fatmirsaliu2016@hotmail.comSupported Business FEIN or ITIN: 36-4495520Supported Business DUNS (if not available, insert N./A): NASupported 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: SaliuFirst Name: FatmirTitle: OwnerDaytime Phone: 630-701-0348Home Phone: 630-701-0348E-Mail: fatmirsaliu2016@hotmail.comHas 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 Program Amount Received: \$ 29,200

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.

Sunfield Restaurant has been open in Yorkville since 1998. We are a family owned business, who serves our community for breakfast, lunch and dinner. We have many employees who are local residents, and our customers are like our family.

Covid-19 has virtually closed our business, as we are not set up to provide pickup and delivery. All of our employees are laid off, and we have had no revenue generated since March 16th, 2020.

We will use this grant to pay our regular bills such as utilities, equipment and supplies, and building maintenance, and also to pay the salaries of our employees. We want to bring our employees back to work, so that they can support their families.

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	\$26,000	Yes	No	-\$1,814
December 31, 2018	\$35,863	Yes	No	\$5,986
December 31, 2019	\$124,683	Yes	No	\$15,604
Current:				-\$130.46

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		79,032
Personnel (Salary & Wages)	26,363	
Fringe Benefits	315	
Equipment	100	
Inventory	28,026	
Supplies	1,662	
Occupancy (Rent & Utilities)	7,275	
Telecommunications	610	
Other (Specify) Insurance	2,247	
Other (Specify) Credit card Fees	1,896	
Other (Specify) Professional Fees	510	
Total of All Expenditures		69,004
Monthly Net Income (Total Income – Total of All Expenditures)		10,028

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.



Make Secure Digital Payments

with your Heartland Bank Visa® Card

[Statement](#)[Statement Backer](#)[Print](#)[Close](#)

Questions?

Call us toll free at 888-897-2276

or contact your local office.

www.hbtbank.com

Statement Date: 04/30/20

Primary Account: [REDACTED]

Ndb Enterprises Inc
DBA Sunfield Restaurant
C/O Accounting EA Inc
PO Box 2527
Naperville, IL 60567-2527

Simply Business Checking

Account: [REDACTED]

We have designated a team to work with our customers experiencing financial hardship. If you're interested in speaking with someone, call 888-897-2276 and our Customer Care Representatives will direct you to the team member assigned to your account.

		1	
Account #	[REDACTED]	Statement Dates	4/01/20 thru 4/30/20
Beginning Balance	\$543.76	Days In The Statement Period	30
Deposits/Credits (23)	\$7,971.88	Avg Balance	\$262.96-
Checks/Debits (42)	\$8,646.10	Avg Collected Balance	\$262.96-
Service Charge	\$.00		
Interest Paid	\$.00		

Ending Balance		\$130.46- 
Electronic and Other Credits		
Date	Description	Amount
4/03	Return Item Credit	\$1,059.43
4/06	Return Item Credit	\$365.00
4/08	Return Item Credit	\$472.70
4/08	Return Item Credit	\$1,059.43
4/14	Return Item Credit	\$117.00
4/14	Return Item Credit	\$223.61
4/17	Return Item Credit	\$242.20
4/20	Return Item Credit	\$185.09
4/21	Return Item Credit	\$88.00
4/22	Return Item Credit	\$242.20
4/22	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$72.16
4/23	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$114.30
4/24	Return Item Credit	\$883.30
4/24	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$69.80
4/27	Return Item Credit	\$88.00
4/27	Return Item Credit	\$242.20
4/27	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$259.07
4/27	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$310.81
4/27	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$365.73
4/28	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$265.35
4/29	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$179.30
4/30	Return Item Credit	\$883.30
4/30	Pymt Proc Mainstream CCD Sunfield Restaurant 84870018914405	\$183.90
Electronic and Other Withdrawals		
Date	Description	Amount
4/01	Dbt Crd 1002 03/30/20 41190646 Jewel-Osco Oswego IL C#7915	\$15.54-
4/01	8664653273 Npclse/Bnkcd/Ph# CCD Fatmir Saliu A52861	\$44.94-
4/02	Dbt Crd 1225 04/01/20 25570937 Speedway 07 Yorkville IL C#7915	\$29.98-
4/02	ACH Pmt Amex Epayment Web M7496	\$502.82-
4/02	Fees Sep Mainstream CCD Sunfield Restaurant 84870018914405	\$1,059.43-
4/03	Dbt Crd 1251 04/01/20 43118188 Aldi 68047 Yorkville IL C#7915	\$55.53-
4/03	Return Item Fee	\$32.00-
4/03	Paid Item Fee	\$32.00-
4/06	Paid Item Fee	\$32.00-
4/06	Return Item Fee	\$32.00-

4/07	8005426632 Honda Pmt PPD Afrimt Saliu	\$472.70-
4/07	Retry Pymt Mainstream CCD Sunfield Restaurant 84870018914405	\$1,059.43-
4/08	Return Item Fee	\$32.00-
4/08	Return Item Fee	\$32.00-
4/13	Epay Chase Credit Crd Web 4630513551	\$117.00-
4/13	Premiums Allied National PPD Saliu, Ardita	\$223.61-
4/14	Return Item Fee	\$32.00-
4/14	Return Item Fee	\$32.00-
4/16	Payment ATT PPD Afrin Saliu	\$242.20-
4/17	Ins Prem Westguard Ins CO CCD Afrim Saliu Afho012813	\$185.09-
4/17	Return Item Fee	\$32.00-
4/20	Trans Nordstrom PPD Telechk 800-697-9263 Saliu	\$88.00-
4/20	Return Item Fee	\$32.00-
4/21	Retry Pymt ATT PPD Afrin Saliu	\$242.20-
4/21	Return Item Fee	\$32.00-
4/22	Return Item Fee	\$32.00-
4/23	Ins Prem Prog Northern PPD Branch13debit ACH Ndb Enterprises Inc	\$883.30-
4/24	Retry Pymt Nordstrom PPD Telechk 800-697-9263 Saliu	\$88.00-
4/24	Retry Pymt ATT PPD Afrin Saliu	\$242.20-
4/24	Return Item Fee	\$32.00-
4/27	Epay Chase Credit Crd Web 4654144889	\$236.00-
4/27	Epay Chase Credit Crd Web 4647821530	\$236.00-
4/27	Return Item Fee	\$32.00-
4/27	Return Item Fee	\$32.00-
4/29	Ins Prem Westguard Ins CO CCD Fatmir Saliu Faho108877	\$92.80-
4/29	Pcs Svc T-Mobile Ivrr Tel 800-937-8997	\$347.03-
4/29	Retry Pymt Prog Northern PPD Branch13debit ACH Ndb Enterprises Inc	\$883.30-
4/30	Retry Pymt Nordstrom PPD Telechk 800-697-9263 Saliu	\$88.00-
4/30	Phone Pymt Comenity Pay Sm Tel 800-395-5714	\$197.00-
4/30	Return Item Fee	\$32.00-

CHECK REGISTER (* denotes non-consecutive check number)

Date	Check No.	Amount	Date	Check No.	Amount
4/27	1107	\$137.00	4/03	5665 *	\$365.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
4/01	\$483.28	4/02	\$1,108.95-	4/03	\$534.05-
4/06	\$233.05-	4/07	\$1,765.18-	4/08	\$297.05-
4/13	\$637.66-	4/14	\$361.05-	4/16	\$603.25-

4/17	\$578.14-	4/20	\$513.05-	4/21	\$699.25-
4/22	\$416.89-	4/23	\$1,185.89-	4/24	\$594.99-
4/27	\$2.18-	4/28	\$263.17	4/29	\$880.66-
4/30	\$130.46-				

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

Expand as Needed

[illegible]

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

Fatmir Salii

Typed Name of Chief Executive Officer

NDB Enterprises, Inc. D/B/A Sunfield Restaurant

Name of Business

382 E. Veterans Parkway, Yorkville, IL 60560

Business Address

5/6/2020

Date

36-4495520

FEIN #

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.

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:

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

6230-988-1



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

N.D.B. ENTERPRISES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 10, 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 23RD
day of APRIL A.D. 2020 .***

Jesse White

SECRETARY OF STATE

Section C - Budget Worksheet & Narrative

0

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)	<i>1</i>	<i>Monthly</i>	<i>\$ 12,554.00</i>	<i>2</i>	<i>\$ 25,108.00</i>
Fringe Benefits	<i>1</i>	<i>Monthly</i>	<i>\$ 317.00</i>	<i>2</i>	<i>\$ 634.00</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	<i>\$ 3,800.00</i>	<i>2</i>	<i>\$ 7,600.00</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	<i>\$ 3,438.00</i>	<i>2</i>	<i>\$ 6,876.00</i>
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	<i>\$ 1,000.50</i>	<i>2</i>	<i>\$ 2,001.00</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	<i>\$ 33,746.00</i>	<i>2</i>	<i>\$ 67,492.00</i>
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	<i>\$ 503.00</i>	<i>2</i>	<i>\$ 1,006.00</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>Monthly</i>	<i>\$ 566.66</i>	<i>2</i>	<i>\$ 1,133.32</i>
Other (specify): Insurance	<i>1</i>	<i>Monthly</i>	<i>\$ 1,713.00</i>	<i>2</i>	<i>\$ 3,426.00</i>
Other (specify): Credit Card Fees	<i>1</i>	<i>Monthly</i>	<i>\$ 1,600.00</i>	<i>2</i>	<i>\$ 3,200.00</i>
Other (specify): Professional Fees	<i>1</i>	<i>Monthly</i>	<i>\$ 633.00</i>	<i>2</i>	<i>\$ 1,266.00</i>
					<i>\$ -</i>
<i>State Total</i>					<i>\$ 119,742.32</i>

Total State-Funded Working Capital *\$ 119,742.32*

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 Taekwondo Korea Center Inc., 482 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: Taekwondo Korea Center Inc.

Is Business operating under an Assumed Name? (see 805 ILCS 405)

☐ Yes, registered in _____ County ☒ NoSupported Business Address 1: 482 E Veterans Pkwy

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 99999-9999: 60560-1904Supported Business Phone Number 630-708-3132Supported Business E-Mail Address: info@TKCUSA.comSupported Business FEIN or ITIN: 46-5624281Supported Business DUNS (if not available, insert N./A): N/ASupported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 7999**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*Last Name: LimFirst Name: TaegyuTitle: OwnerDaytime Phone: 630-359-1573Home Phone: 630-359-1573E-Mail: info@TKCUSA.comHas 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.

Taekwondo Korea Center Inc., established and operating since April of 2014, has been providing Taekwondo and discipline education programs to various age groups. Based on a subscription system, members regularly attend their respective classes during the week days and our frequent for-profit & non-profit events outside of our facility related to community development, fundraising, athletic activities, and donation.

Due to COVID-19, we have put on hold in-class training and resorted to online training via Facebook Live Classes, instructional videos, etc. starting the 4th week of March. Since then, we have seen an alarming premature cancelation of our monthly memberships. More specifically, as of May 1st, 2020, more than 45 members have explicitly expressed their desire to cancel their monthly membership, to which we satisfied in accordance to our membership contract. In March, approximately 20 memberships were canceled. In April, more than 25 memberships were canceled. Observing the weekly-increasing trend of cancelation, we expect the numbers to further increase in the coming months.

Additionally, another significant source of income has been the aforementioned for-profit events outside of our facility. Given the current circumstances that prevented all of our events, we have experienced a sharp decrease in income in addition to the decreasing number of active memberships.

Furthermore, we have come to an extremely difficult decision to withhold billing all of our members starting May 1st, as we have discerned that online instruction is not as nearly sufficient to justify the continuance of monthly charge. Therefore, our income is expected to completely cease starting 5/1 until we are able to return to the normal operational capacity, which is highly uncertain given the current atmosphere.

All things considered, the business is in greater need than ever of the CDBG funds to pay the remaining balance on our rent bill, which we have not been able to fulfill since April (as per page 25a), as well as June's rent. Additionally, we plan to utilize the funds to return to regularly paying the workers, which we also lacked capacity for since April due to the large loss of income. Finally, we plan to cover company vehicle insurance, building insurance, telecommunications/internet bills, and merchant service with the funds.

Moving forward, through this grant, we are hopeful that we can resolve the overdue costs as well the operational costs of May and June. This will allow us to endure the greatest financial obstacle our business has ever experienced, so that we can continue to provide quality education that has transformed numerous lives and made a positive social impact in our communities.

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	-\$54	Yes	No	\$5,949.65
December 31, 2018	-\$484	Yes	No	\$3,647.86
December 31, 2019	\$112	Yes	No	\$7,312.24
Current:				\$4,748.52

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		\$12,730
Personnel (Salary & Wages)	\$3,970	
Fringe Benefits	\$1,484	
Equipment	\$1,540	
Inventory	\$2,210	
Supplies	\$200	
Occupancy (Rent & Utilities)	\$4,910	
Telecommunications	\$140	
Other (Specify) Merchant Service Payment	\$413	
Other (Specify) IRS/Illinois Rev Tax Payment	\$1,295	
Other (Specify)		
Total of All Expenditures		\$16,162
Monthly Net Income (Total Income – Total of All Expenditures)		-\$3,432

Insert Most Recent Bank Statement here.

From the benefiting business. Please make certain to redact (mark out) the account number.



Statement Period Date: 4/1/2020 - 4/30/2020
Account Type: 5/3 BUS STANDARD CKG
Account Number:



TAEKWONDO KOREA CENTER INC
482 E VETERANS PKWY
YORKVILLE IL 60560-1904



0

45235

Banking Center: St. Charles - West
Banking Center Phone: 630-377-5100
Business Banking Support: 877-534-2264

Account Summary -

04/01	Beginning Balance	\$5,929.92	Number of Days in Period	30
3	Checks	\$(4,200.00)		
37	Withdrawals / Debits	\$(5,409.84)		
11	Deposits / Credits	\$8,484.95		
04/30	Ending Balance	\$4,805.03		

Analysis Period: 03/01/20 - 03/31/20

Standard Monthly Service Charge	\$11.00
Standard Monthly Service Charge Waived (see below)	-\$11.00
Service Charge withdrawn on 04/10/20	\$0.00

Standard Monthly Service Charge waived if:

Current Relationship Overview:

Your business maintains a total monthly average balance of \$3,500 across its business checking, savings, and certificate of deposit accounts.	Balance Criteria Met?	Yes
	Total Combined Monthly Average Balance	\$3,709.87

OR your business spends at least \$500 per month on its business credit card.

Other Criteria Met?	Yes
\$500 Business Credit Card Spend?	Yes

Checks

3 checks totaling \$4,200.00

* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
1582 i	04/21	2,000.00	1583 i	04/13	200.00	1584 i	04/07	2,000.00

Withdrawals / Debits

37 items totaling \$5,409.84

Date	Amount	Description
04/01	71.94	MERCHANT PAYMENT AMAZON.COM*631H5 - 000 AMAZON.COM SEATTLE WA ON 040120 FROM CARD#: XXXXXXXXXXXX399X
04/02	373.62	MERCHANT SERVICE MERCHANT ACTIVITY MERCH FEE 8029226985 TAEKWONDO KOREA CENTER 040220
04/03	2.65	DEBIT CARD PURCHASE AT DD/BR #336529 Q35, NILES, IL ON 040220 FROM CARD#: XXXXXXXXXXXX3996
04/03	6.00	DEBIT CARD PURCHASE AT GOOGLE *GSUITE_tkc, cc@google.com, CA ON 040220 FROM CARD#: XXXXXXXXXXXX3996
04/03	10.11	DEBIT CARD PURCHASE AT THORNTONS #0126, NAPERVILLE, IL ON 040120 FROM CARD#: XXXXXXXXXXXX3996
04/03	761.14	JPMorgan Chase Ext Trnsfr 9244438957 TAEKWONDO KOREA CENTER 040320
04/06	39.87	DEBIT CARD PURCHASE AT BP#9639139YORKVILL, YORKVILLE, IL ON 040320 FROM CARD#: XXXXXXXXXXXX3996
04/06	500.00	5/3 ONLINE TRANSFER TO CC: XXXXXXXXXXXX3210 REF # 00640675617
04/07	267.66	FARMERS INS EXCH BILL PAYMENT INSPAYMENT 005048530001000 TAEKWONDO KOREA CENTER 040720



Withdrawals / Debits - continued

Date	Amount	Description
04/08	8.49	DEBIT CARD PURCHASE AT AMZN Mktp US*926LY, Amzn.com/bill, WA ON 040820 FROM CARD#: XXXXXXXXXXXX3996
04/09	88.61	MERCHANT PAYMENT - 385003 H MART - NAPERV NAPERVILLE IL ON 040920 FROM CARD#: XXXXXXXXXXXX399X
04/09	455.25	WEB INITIATED PAYMENT AT FARMERS INS EFT PYMT T30378728808WEB 040920
04/09	83.85	FIFTH THIRD ACH MPS BILLNG OK9244 TAEKWONDO KOREA CENTER 040920
04/13	42.51	MERCHANT PAYMENT WAL Wal-Mart Sup - 520013 5352 WAL-SAMS BATAVIA IL ON 041320 FROM CARD#: XXXXXXXXXXXX399X
04/13	94.95	MERCHANT PAYMENT NST THE HOME DEP - 979270 2111 S RANDLE RD GENEVA IL ON 041320 FROM CARD#: XXXXXXXXXXXX399X
04/13	143.50	MERCHANT PAYMENT NST THE HOME DEP - 166791 2111 S RANDLE RD GENEVA IL ON 041320 FROM CARD#: XXXXXXXXXXXX399X
04/14	81.28	COMED UTIL_BIL 2863123122 0414 TAEKWONDO KRA CNTR 041420
04/16	14.49	MERCHANT PAYMENT - 284593 JEWEL OSCO 2702 YORKVILLE IL ON 041620 FROM CARD#: XXXXXXXXXXXX399X
04/16	17.50	MERCHANT PAYMENT - 284552 JEWEL OSCO 2702 YORKVILLE IL ON 041620 FROM CARD#: XXXXXXXXXXXX399X
04/16	188.22	MERCHANT PAYMENT - 385002 H MART - NAPERV NAPERVILLE IL ON 041620 FROM CARD#: XXXXXXXXXXXX399X
04/17	149.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH CHBK 8029226985 TAEKWONDO KOREA CENTER 041720
04/20	23.57	DEBIT CARD PURCHASE AT SUBWAY 0011, YORKVILLE, IL ON 041620 FROM CARD#: XXXXXXXXXXXX3996
04/20	149.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH CHBK 8029226985 TAEKWONDO KOREA CENTER 042020
04/21	15.59	MERCHANT PAYMENT - 120601 BP#9639139YORKV YORKVILLE IL ON 042120 FROM CARD#: XXXXXXXXXXXX399X
04/21	3.24	MERCHANT PAYMENT WENDY'S 8586 - 055014 1855 MARKETVIEW DR YORKVILLE IL ON 042120 FROM CARD#: XXXXXXXXXXXX399X
04/22	209.57	Nicor Gas GAS PAYMNT 4390697336 042220
04/23	16.85	MERCHANT PAYMENT AMAZON.COM*EU1H2 - 000 AMAZON.COM SEATTLE WA ON 042320 FROM CARD#: XXXXXXXXXXXX399X
04/23	33.92	MERCHANT PAYMENT - 120601 BP#9639139YORKV YORKVILLE IL ON 042320 FROM CARD#: XXXXXXXXXXXX399X
04/23	77.36	MERCHANT PAYMENT - 316408 MNRD-YORK 1800 MARKETV YORKVILLE IL ON 042320 FROM CARD#: XXXXXXXXXXXX399X
04/23	133.05	ATT Payment 049138011EPAYV 042320
04/23	1,000.00	5/3 ONLINE TRANSFER TO CC: XXXXXXXXXXXX3210 REF # 00643834093
04/24	195.62	MERCHANT PAYMENT - 104013 COSTCO WHSE #10 ST CHARLES IL ON 042420 FROM CARD#: XXXXXXXXXXXX399X
04/24	98.09	MERCHANT PAYMENT NST THE HOME DEP - 166791 2111 S RANDLE RD GENEVA IL ON 042420 FROM CARD#: XXXXXXXXXXXX399X
04/27	2.86	DEBIT CARD PURCHASE AT THORNTONS #0126, NAPERVILLE, IL ON 042320 FROM CARD#: XXXXXXXXXXXX3996
04/28	20.00	DEBIT CARD PURCHASE AT PAYGATE_KIWDISK, SEOUL, KO ON 042420 FROM CARD#: XXXXXXXXXXXX3996
04/28	0.60	INTERNATIONAL TRANS FEE
04/29	29.88	MERCHANT PAYMENT - 120601 BP#9639139YORKV YORKVILLE IL ON 042920 FROM CARD#: XXXXXXXXXXXX399X

Deposits / Credits

11 items totaling \$8,484.95

Date	Amount	Description
04/01	792.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 040120
04/03	1,164.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 040320
04/06	417.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 040620
04/09	149.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 040920
04/13	533.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 041320



Statement Period Date: 4/1/2020 - 4/30/2020
Account Type: 5/3 BUS STANDARD CKG
Account Number:

TAEKWONDO KOREA CENTER INC
482 E VETERANS PKWY
YORKVILLE IL 60560-1904

0

45235

/

Banking Center: St. Charles - West
Banking Center Phone: 630-377-5100
Business Banking Support: 877-534-2264

Deposits / Credits - continued

Date	Amount	Description
04/13	94.95	MERCHANT CREDIT NST THE HOME DEP - 166759 2111 S RANDLE RD GENEVA IL
04/16	1,885.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 041620
04/20	877.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 042020
04/23	1,620.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 042320
04/27	566.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 042720
04/30	387.00	MERCHANT SERVICE MERCHANT ACTIVITY MERCH DEP 8029226985 TAEKWONDO KOREA CENTER 043020

Daily Balance Summary					
Date	Amount	Date	Amount	Date	Amount
04/01	6,649.98	04/13	3,929.72	04/23	4,199.08
04/02	6,276.36	04/14	3,848.44	04/24	3,905.37
04/03	6,660.46	04/16	5,513.23	04/27	4,468.51
04/06	6,537.59	04/17	5,364.23	04/28	4,447.91
04/07	4,269.93	04/20	6,068.66	04/29	4,418.03
04/08	4,261.44	04/21	4,049.83	04/30	4,805.03
04/09	3,782.73	04/22	3,840.26		



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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

Dear Joseph Kimnach,

I hope this email finds you well. This letter is to inform you about how the recent COVID-19 has affected our business and its implications.

As you are aware, we have stopped providing in-studio training and have resorted to online remote training. As a result, there has been an unforeseen number of members prematurely cancelling their membership. This has greatly reduced our income, and we are in a situation where we cannot even pay our rent due at the end of the month.

I regretfully inform you today that I am no longer able to pay your monthly salary. My hope is that this will be temporary and we'll be back on our feet soon. I am diligently applying for Federal and State loans and grants, so that I can start paying you and all the other bills. The government is providing unemployment benefits and grants—which I, too, am applying for—and I advise you to take advantage of these available resources.

Though you are no longer obligated to come to work, since the online remote programs will continue, your presence will be a tremendous help. Please don't hesitate to reach out to me for any questions or comments.

Respectfully,

A handwritten signature in black ink, reading "Taegyu Lim". The signature is fluid and cursive, with the first name "Taegyu" and the last name "Lim" clearly distinguishable.

Taegyu Lim
3/30/20

Expand as Needed

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
Taegyu Lim	9795	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Joseph Kimnach	7888	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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

Taegyu Lim

Typed Name of Chief Executive Officer

Taekwondo Korea Center Inc.

Name of Business

482 E Veterans Pkwy, Yorkville, IL 60560

Business Address

5/1/2020

Date

46-5624281

FEIN #

N/A

DUNS #

7999

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

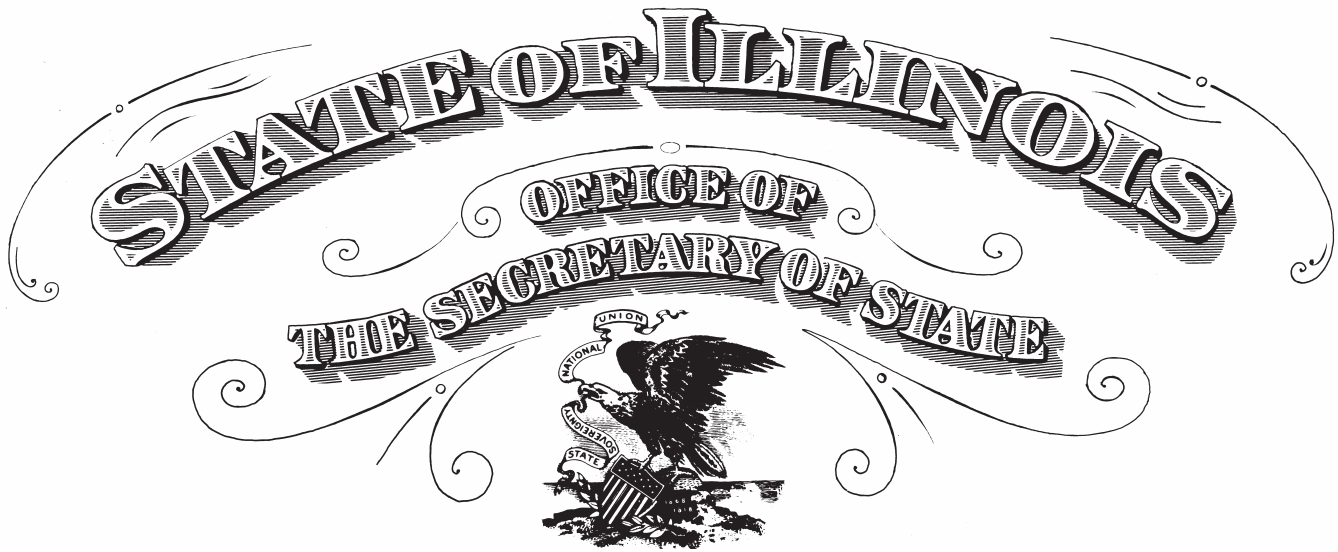
Address:

Address:

Insert Benefiting Business's Certificate of Good Standing from Secretary of State here.

The certificate can be printed from: <https://www.ilsos.gov/corporatellc/>

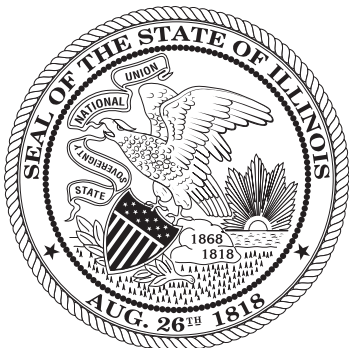
This requirement does not apply if the benefiting business is a Sole Proprietorship.



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

TAEKWONDO KOREA CENTER INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 25, 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 1ST
day of MAY A.D. 2020 .

Jesse White

SECRETARY OF STATE

0

Description	Quantity	Basis	Cost	Length of time	Capital Cost
Personnel (Salaries and Wages)	1	monthly	\$ 3,970.00	2	\$ 7,940.00
Fringe Benefits	1	monthly	\$ 1,761.14	2	\$ 3,522.28
Occupancy (Rent/Mortgage Payments)	1	monthly	\$ 4,500.00	2	\$ 9,000.00
Utilities (Electrical, Gas, Water, Sewer)	1	monthly	\$ 380.00	2	\$ 760.00
Telecommunications & Internet	1	monthly	\$ 134.53	2	\$ 269.06
Inventory/Goods Necessary to do Business	1	monthly	\$ 450.00	2	\$ 900.00
Supplies (office-related)	1	monthly	\$ 320.00	2	\$ 640.00
Contractual Services (pest control, cleaning, etc.)	1	monthly	\$ -	2	\$ -
Other (specify): Missions Ministry Donation	1	monthly	\$ 200.00	2	\$ 400.00
Other (specify): Insurance	1	monthly	\$ 724.91	2	\$ 1,449.82
Other (specify): IRS Tax Payment, Merchant Service Payment, Illinois Reven Edi Payment	1	monthly	\$ 1,709.21	2	\$ 3,418.42
					\$ -
				State Total	\$ 28,299.58
Total State-Funded Working Capital					\$ 28,299.58

Working Capital Narrative (State):



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – April 28, 2020

Meeting and Date: City Council – May 26, 2020

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, APRIL 28, 2020**

Mayor Purcell called the meeting to order at 7:09 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present (electronic attendance)
	Transier	Present (electronic attendance)
Ward II	Milschewski	Present (electronic attendance)
	Plocher	Present (electronic attendance)
Ward III	Funkhouser	Present (electronic attendance)
	Frieders	Present (electronic attendance)
Ward IV	Tarulis	Present (electronic attendance)
	Peterson	Present (electronic attendance)

Staff in attendance at city hall: City Administrator Olson, Chief of Police Jensen, and Attorney Orr.

Staff in attendance electronically: City Clerk Pickering, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and EEI Engineer Sanderson.

Clerk’s Note: Due to COVID-19, requirements of the Open Meetings Act have been temporarily suspended by Governor Pritzker via Executive Order 2020-07, which suspends the provisions of the Open Meetings Act, 5 ILCS 120, “Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present” is suspended; and (2) the condition in 5 ILCS 120/7 limiting when remote participation is permitted are suspended”.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city’s website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/86932462163?pwd=OVNRQWxYZFY0Uld0c1FycjRTYXdFZz09>. The Zoom meeting ID was 869 3246 2163.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Todd Milliron, Kendall County resident, was present in city hall and spoke in favor of allowing local restaurants and bars the ability to sell beer “to go” in growlers.

CONSENT AGENDA (as recommended by Mayor Purcell)

1. Ashley Pointe – Acceptance of Public Improvements – *accept the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting, and parkway trees) as described in the Bill of Sale for ownership and maintenance by the city and authorize a reduction to the performance guarantee to the amount of \$57,960.00 to cover the one-year maintenance period, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale (CC 2020-23)*

CONSENT AGENDA (cont'd)

2. Fox Hill and Sunflower Estates SSA Landscape Maintenance – Contract Award – *authorize staff to enter into a contract with Cox Landscaping, LLC of Yorkville for the landscape maintenance services for the Fox Hill and Sunflower Estates SSA areas* (CC 2020-24)
3. **Resolution 2020-15** Authorizing the Execution of a Contract for the Countryside Lift Station Basement Painting Services with LeCuyer Painting and Decorating, Inc. in the Amount not to Exceed \$44,900.00 – *authorize the Mayor and City Clerk to execute* (CC 2020-25)
4. **Resolution 2020-16** Authorizing the Execution of a Contract for the Materials Purchase for the Raintree Subdivision Lighting Project with Amperage Electrical Supply, Inc. in the Amount not to Exceed \$80,964.50 – *authorize the Mayor and City Clerk to execute* (CC 2020-26)

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

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

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meeting of April 14, 2020 as presented. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Motion unanimously approved by a viva voce vote.

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the bill list in the amount of \$323,085.85 (vendors); \$303,733.20 (payroll period ending 4/17/20); for a total of \$626,819.05. So moved by Alderman Transier; seconded by Alderman Milschewski.

Motion unanimously approved by a viva voce vote.

REPORTS

MAYOR'S REPORT

**Ordinance Granting Emergency Powers to the Mayor
of the United City of Yorkville
(CC 2020-27)**

Mayor Purcell stated that this ordinance was not needed at this time; therefore, he entertained a motion to table an Ordinance Granting Emergency Powers to the Mayor of the United City of Yorkville. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

**Appointment of Department Heads
(CC 2020-28)**

Mayor Purcell entertained a motion to approve the Mayor's appointments of the department heads for the next fiscal year as follows:

- City Administrator and Budget Officer – Bart Olson
- Chief of Police – James Jensen
- City Clerk – Lisa Pickering
- City Treasurer and Director of Finance – Rob Fredrickson
- Director of Public Works – Eric Dhuse
- Director of Parks and Recreation – Tim Evans
- Building Inspector/Zoning Officer – Pete Ratosh
- City Engineer – Engineering Enterprises, Inc.
- City Attorney – Kathleen Field Orr

So moved by Alderman Milschewski; seconded by Alderman Frieders.

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

**Proclamation for Motorcycle Awareness Month
(CC 2019-29)**

Mayor Purcell proclaimed the month of May 2020 as Motorcycle Awareness Month in the United City of Yorkville (*see attached*).

PUBLIC WORKS COMMITTEE REPORT

**Elizabeth Street Water Main Improvements – Contract Award
(PW 2020-32)**

**Elizabeth Street Water Main Improvements –
Construction Engineering Agreement
(PW 2020-33)**

Mayor Purcell stated that he is not recommending that the City Council approve the Elizabeth Street Water Main Improvements contracts at this time. He said these projects are not critical to city operations this year and it is felt that it is better to preserve city funds in case the funds are needed for more critical items in the future.

Mayor Purcell entertained a motion to table the Elizabeth Street Water Main Improvements – Contract Award (PW 2020-32) and the Elizabeth Street Water Main Improvements – Construction Engineering Agreement (PW 2020-33). So moved by Alderman Plocher; seconded by Alderman Funkhouser.

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

**Capital Improvement Projects Update
(CC 2020-30)**

Public Works Director Dhuse said the capital improvement projects update is an informational item. Information can be found in the meeting packet.

**Quarterly Bond and Letter of
Credit Reduction Summary
(CC 2020-31)**

Public Works Director Dhuse said the quarterly bond and letter of credit reduction summary is an informational item. Information can be found in the meeting packet.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

**Municipal Aggregation Bid Results
(CC 2020-34)**

Alderman Funkhouser made a motion to approve to approve a Master Power Supply Agreement by and between the City of Yorkville and MC Squared Energy Services to Provide Full-Requirements Electricity Supply and Related Services for an Electric Aggregation Program for a term of two years with the “Green Power” option; seconded by Alderman Plocher.

City Administrator Olson explained that the municipal aggregation includes a master power supply agreement for residential aggregation for electric. Additionally, there is a “Green Power” option which means that five percent of the electricity that is supplied would come from renewable sources. In addition, this “Green Power” option will make the City eligible for a grant in the amount of \$72,000. It was questioned if those that participate in the aggregation program would ever pay higher rates than what ComEd offers. Chris Childress from Progressive Energy was in attendance electronically and confirmed that residents would never pay more than the rates that ComEd offers.

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

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

Kendall Marketplace Residential Update

Community Development Director Barksdale-Noble reported that the city received a letter from Abby Properties regarding the Kendall Marketplace residential development on April 20th, in which the developer withdrew their application related to their PUD amendment request which had to do with design standards and land cash fee reduction. The developer will be moving forward with the request for a final plat for Lot 52 of the Kendall Marketplace development which will be presented to the council at the May 12th meeting. It was mentioned that due to the Governor's executive order prohibiting gatherings of more than ten people, electronic meeting attendance would be offered to elected officials, staff, and the public via Zoom. Additionally, the city would accept written comments up to the date of the meeting.

It was discussed that the concept plan for the residential portion of the Kendall Marketplace development was approved in 2006 under the process that was in place at that time. The final plat that will be presented conforms with the 2006 concept plan which approved single-family homes on the north side of Blackberry Shore Lane with townhomes located in the area between the single-family homes and the commercial portion of the development. Parking was one of the concerns mentioned in relation to the proposed townhomes. It was asked if there would be any parking for the townhome section besides the garage parking. Director Noble explained that each unit would have a two-car garage and each six-unit townhome building would have 4-6 off-street parking spaces available for guest parking. Discussion took place regarding the development standards that were in place in 2006 when the concept plan was approved and that those 2006 development standards will be the standards applied to this project. It was mentioned that while residents might have realized that townhomes would eventually be built there, residents might not have realized that the 2006 development standards would be the standards that would be applied now because those were the standards that the project was approved under in 2006. It was also asked if there were other areas of the city that were approved in this same time frame that have not been developed yet that might also be developed in the future based on the old development standards. Director Noble responded that there might be some areas in the Bristol Bay and Grande Reserve subdivisions that would fall under the old development standards.

The final plat for Kendall Marketplace Lot 52 will be on the May 12th agenda for a vote.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

Downstate Small Business Stabilization Grant Program

City Administrator Olson reported that the city intends to participate in the downstate small business stabilization grant program related to the COVID-19 pandemic. The program will work via state funding that will pass through the city to eligible small businesses who are approved by the state. Currently, the city estimates that approximately thirteen local businesses will submit applications that will be presented to the council at the next meeting.

MAYOR'S REPORT (CONT'D)

**Budget Update
(CC 2020-35)**

Administrator Olson explained that a budget update memo can be found in the meeting packet. He said the Governor's Office of Management and Budget has released their estimates for impacts to state income taxes. Administrator Olson explained that he and Finance Director Fredrickson have used these estimated figures and are currently projecting a loss of approximately 1.3 million dollars from the city's general fund budget for fiscal year 2021. The memo proposes several measures that can be implemented immediately to save money until more information becomes known as to the extent that revenues will be impacted by the COVID-19 pandemic and the Governor's stay at home order. Cost savings measures that are proposed include delaying new hires, implementing a hiring freeze, freezing current salaries, and cutting back or reducing new budget proposals.

COVID-19

Mayor Purcell said that the last he had heard, there were approximately thirty cases of the virus in Yorkville and approximately twenty of those cases are currently in recovery. Mayor Purcell also commented that the city staff has been great to work with during this crisis.

ADDITIONAL BUSINESS

Ashley Road

Alderman Milschewski asked if the elected officials could be emailed with an update on the status of the Ashley Road and Route 126 road improvements.

Small Businesses

Alderman Koch said that he had a resident that had reached out to him regarding small businesses that are closed. It was asked if the city had any information as to the re-opening plan for businesses.

CITIZEN COMMENTS

Todd Milliron, Kendall County resident, resumed commenting in favor of allowing local restaurants and bars the ability to sell beer “to go” in growlers.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Milschewski; seconded by Alderman Peterson.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:20 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Minutes #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – May 12, 2020

Meeting and Date: City Council – May 26, 2020

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, MAY 12, 2020**

Mayor Purcell called the meeting to order at 7:04 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present (electronic attendance)
	Transier	Present (electronic attendance)
Ward II	Milschewski	Present (electronic attendance)
	Plocher	Present (electronic attendance)
Ward III	Funkhouser	Present (electronic attendance)
	Frieders	Present (electronic attendance)
Ward IV	Tarulis	Present (electronic attendance)
	Peterson	Present (electronic attendance)

Staff in attendance at city hall: City Administrator Olson, Chief of Police Jensen, and Attorney Orr.

Staff in attendance electronically: City Clerk Pickering, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Assistant City Administrator Willrett, Parks Superintendent Sleezer, Recreation Superintendent Remus, and EEI Engineer Sanderson.

Clerk’s Note: Due to COVID-19, requirements of the Open Meetings Act have been temporarily suspended by Governor Pritzker via Executive Order 2020-07 (which was extended by Executive Order 2020-33), which suspends the provisions of the Open Meetings Act, 5 ILCS 120, “Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present” is suspended; and (2) the condition in 5 ILCS 120/7 limiting when remote participation is permitted are suspended”.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city’s website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/82220859907?pwd=OEVIUWJHL1hsU2luSnh3OHg4bDZ0QT09>. The Zoom meeting ID was 822 2085 9907.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Alderman Funkhouser asked if Mayor’s Report Item #5 – FY 21 Budget Update listed on the second Mayor’s Report of the agenda could be moved forward on the agenda to occur during the first Mayor’s Report section of the agenda. Mayor Purcell and members of the council agreed to move this item forward on the agenda.

PRESENTATIONS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

James Brown, Yorkville resident, submitted a written comment regarding Planning and Zoning Commission Item #2 – Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision which was read aloud at the meeting by Mayor Purcell as follows: “As a Yorkville resident for the last nine years, and hopefully many more to come, my concern, as it pertains to the new development, is that it does not become another Market Place Apartments development. Yorkville needs to continue to attract people (regardless of Race, Religion, Etc.) that compliment this wonderful City, and strive to keep Yorkville a great place to live and raise a family. Creating an atmosphere where evil can take root and flourish should not be allowed in Yorkville. As representatives of the City of Yorkville, it is your duty to maintain the integrity of this great City, and to maintain that integrity going forward. Thank you for your time, and keep up the good work. Be safe, Jim Brown.”

Kathleen West, in electronic attendance via Zoom, stated that her law firm represents Abby Properties which purchased the townhome portion of the Kendall Marketplace PUD. In its application Abby Properties requested deviation from the design standards established in the original PUD, a reduction in the land cash fees, and a final plat of subdivision for the first phase of the development. She stated that Abby Properties has withdrawn the first two requests and is now only seeking final plat approval. Attorney West said the final plat is in substantial conformance with the concept plan approved in the Kendall Marketplace PUD in 2006. Abby Properties is asking for council approval on their final plat.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

None.

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the bill list in the amount of \$264,033.55 (vendors – FY 20); \$197,265.92 (vendors – FY 21); \$290,464.07 (payroll period ending 5/1/20); for a total of \$751,763.54. So moved by Alderman Peterson; seconded by Alderman Milschewski.

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

REPORTS

MAYOR’S REPORT

**FY 21 Budget Update
(CC 2020-42)**

Administrator Olson reported that a budget update memo could be found in the meeting packet. He proceeded to give an update on the budget. Items highlighted include the historic levels of unemployment filings; the IML release of its state revenues estimates for municipalities; the release of the March sales tax reports for pre-shut down February consumer sales; income taxes, general use taxes and MFT taxes; and the negotiation of a one-year pause of the Unified Development Ordinance which is a combination of the city’s building code and zoning code with the result that the project can be restarted in the next year with no change in the contract price.

**Selection of Mayor Pro Tem for Fiscal Year 2021
(CC 2020-36)**

Mayor Purcell requested nominations for Mayor Pro Tem for Fiscal Year 2021. Alderman Frieders nominated Alderman Milschewski. Nominations were closed. Mayor Purcell entertained a motion to appoint Alderman Milschewski as Mayor Pro Tem for Fiscal Year 2021. So moved by Alderman Frieders; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-0 Present-1
Milschewski-present, Funkhouser-aye, Tarulis-aye, Transier-aye,
Plocher-aye, Frieders-aye, Peterson-aye, Koch-aye

Resolution 2020-35

**Authorizing the Repair of Well No. 8 and 9 Water
Treatment Plant Cation Exchange Vessel
(CC 2020-37)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Repair of Well No. 8 and 9 Water Treatment Plant Cation Exchange Vessel. So moved by Alderman Frieders; seconded by Alderman Milschewski.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Resolution 2020-36

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

Alderman Milschewski made a motion to approve a Resolution Approving the Third Amendment License Agreement (AT&T Parking Lot – SE Corner of W. Hydraulic Street and S. Main Street) and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

Discussion took place regarding the number of parking spaces that this license agreement covers. The graphic included in the packet depicts a row of parking spaces numbered 1 through 16, located along Main Street as well as additional parking spaces numbered 17 through 21 that are located next to the west alley. It was asked if this agreement covers all 21 parking spaces. Staff responded that the agreement included the same parking spaces that have always been covered under this agreement; however, it was unclear if parking spaces 17-21 were included within this agreement or not. Mayor Purcell asked if the council wished to vote on the license agreement as presented and staff could get a clarification after the meeting. Attorney Orr was asked if the council could vote on this conditioned upon the clarification of the final number of spaces. Attorney Orr responded that this condition could be added to the motion.

Alderman Milschewski restated her motion to include the condition. Alderman Milschewski made a motion to approve a Resolution Approving the Third Amendment License Agreement (AT&T Parking Lot – SE Corner of W. Hydraulic Street and S. Main Street) on the condition that there be a clarification on the specific number of parking spaces that may be utilized by the city and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Resolution 2020-37

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 (CC 2020-39)

Mayor Purcell entertained a motion to approve a 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. So moved by Alderman Milschewski; seconded by Alderman Frieders.

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

PLANNING AND ZONING COMMISSION

Ordinance 2020-27

Approving the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision (PZC 2020-02 and EDC 2020-11)

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of the Menard's Commercial Commons Seventh Addition Resubdivision. So moved by Alderman Frieders; seconded by Alderman Koch.

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

Ordinance 2020-28

Approving the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision (PZC 2020-03 and EDC 2020-12)

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 1 Resubdivision. So moved by Alderman Plocher; seconded by Alderman Transier.

Discussion took place that approval of this final plat is procedural as the submitted final plat does not change the content of the concept plan that was approved in 2006 when the Kendall Marketplace

development was approved. It was mentioned that the townhome portion of this project has been a challenging topic as existing residents thought the city would have more say in this portion of the project. The developer is entitled to build these townhomes with the conditions that were approved back in 2006.

Residents had also raised concerns regarding parking and traffic. After reviewing the proposed parking, there will be parking available in front of each of the garages for the residents to use. With the increased traffic that will be utilizing Blackberry Shore Lane, it was mentioned that a full parking restriction on the north side of street should remain in place. Regarding the concerns about increased traffic on Blackberry Shore Lane, it was mentioned that the police department had monitored the current traffic and speeds in order to get a baseline of what traffic is currently like to compare to the traffic flow in the future once the townhome development goes in.

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

Mayor Purcell said that he appreciates the time that staff put in on this project as well as the residents' comments on this matter.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No 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

Please see attached public hearing transcript from the court reporter regarding the public hearing portion of the meeting.

MAYORS REPORT (cont'd)

Ordinance 2020-29

Amending Title 4 of the City Code by Adding Chapter 7 (Fair Housing) (CC 2020-40)

Mayor Purcell entertained a motion to approve an Ordinance Amending Title 4 of the City Code by Adding Chapter 7 (Fair Housing). So moved by Alderman Milschewski; seconded by Alderman Peterson.

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

Downstate Small Business Stabilization Program Grant (CC 2020-41)

Resolution 2020-17

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

Resolution 2020-18	of Support for a Community Development Block Grant Program Grant (AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville, IL)
Resolution 2020-19	of Support for a Community Development Block Grant Program Grant (BH Martial Arts, 664 W Veterans Parkway, Yorkville, IL)
Resolution 2020-20	of Support for a Community Development Block Grant Program Grant (Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville, IL)
Resolution 2020-21	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)
Resolution 2020-22	of Support for a Community Development Block Grant Program Grant (Duy’s Incorporated, 135 E. Veterans Parkway, Yorkville, IL)
Resolution 2020-23	of Support for a Community Development Block Grant Program Grant (Harmony Aesthetics, LLC 223 S. Bridge Street, Yorkville, IL)
Resolution 2020-24	of Support for a Community Development Block Grant Program Grant (Haven Yorkville, LLC dba Haven Medical Spa, 120 E. Countryside Parkway, Yorkville, IL)
Resolution 2020-25	of Support for a Community Development Block Grant Program Grant (The Heartland School, LLC, 708 E. Veteran’s Parkway, Yorkville, IL)
Resolution 2020-26	of Support for a Community Development Block Grant Program Grant (Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville, IL)
Resolution 2020-27	of Support for a Community Development Block Grant Program Grant (Mike & Denise’s Pigeon Hill Diner, Inc., 728 E. Veteran’s Parkway, Yorkville, IL)
Resolution 2020-28	of Support for a Community Development Block Grant Program Grant (NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W. Veterans Parkway, Yorkville, IL)
Resolution 2020-29	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)
Resolution 2020-30	of Support for a Community Development Block Grant Program Grant (Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville, IL)
Resolution 2020-31	of Support for a Community Development Block Grant Program Grant (The Law Office Corporation, 759 John Street, Yorkville, IL)
Resolution 2020-32	of Support for a Community Development Block Grant Program Grant (Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville, IL)
Resolution 2020-33	of Support for a Community Development Block Grant Program Grant (Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville, IL)
Resolution 2020-34	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)

Mayor Purcell entertained a motion to approve the Downstate Small Business Stabilization Program Grant including Resolutions of Support for Community Development Block Grant Programs for Advanced Physical Medicine of Yorkville, Ltd, 207 Hillcrest Avenue, Suite A, Yorkville; AGJS Inc DBA Tiki Tan, 728 E. Veterans Parkway, Yorkville; BH Martial Arts, 664 W. Veterans Parkway, Yorkville; Brenart Eye Clinic, LLC, 120 E. Countryside Parkway, Yorkville; C&C Studios, Inc dba Virtues In Motion Dance Studio, 104 Beaver Street, Yorkville; Duy’s Incorporated, 135 E. Veterans Parkway, Yorkville; Harmony Aesthetics, LLC, 223 S. Bridge Street, Yorkville; Haven Yorkville, LLC DBA Haven Medical Spa, 120 E. Countryside Parkway, Yorkville; The Heartland School LLC, 708 E. Veterans Parkway, Yorkville; Idea Marketing Group, Inc., 51 Fox Glen Drive W, Yorkville; Mike & Denise’s Pigeon Hill Diner, Inc., 728 E. Veterans Parkway, Yorkville; NCTHOMPSON Inc. (Assumed Name Crossfit Exemplify), 634 W. Veterans Parkway, Yorkville; COPA Inc. DBA Salsa Verde Mexican Restaurant & Taqueria, 634 Veterans Parkway, Unit F, Yorkville; Sterchi Chiropractic, S.C., 54 W. Countryside Parkway, Yorkville; The Law Office Corporation, 759 John Street, Yorkville; Thompson Chiropractic Clinic, Inc. (DBA Exemplify Health Center), 728 E. Veterans Parkway, Yorkville; Upper Crust Catering, Inc., 109 E. Hydraulic Street, Yorkville; White Water Ice Cream, LLC, DBA Foxy’s Ice Cream, 131 E Hydraulic Street, Yorkville. All of the businesses are requesting funds in the amount of \$25,000 per business with the exception of Harmony Aesthetics, LLC which is requesting funds in the amount of \$11,644. So moved by Alderman Tarulis; seconded by Alderman Peterson.

Mayor Purcell stated that to be clear these are not approved until the city enters into an agreement with Kendall County, and then these applications will be sent to the state. The state will have the final approval as to whether the businesses will receive the funding that they are requesting.

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

Mayor Purcell entertained a motion to acknowledge the suspension of the procedural requirement not to vote on any motion on the same night as the public hearing. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

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

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Frieders; seconded by Alderman Peterson.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:32 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARINGS

800 Game Farm Road
Yorkville, Illinois

Tuesday, May 12, 2020

7:00 p.m.

1 PRESENT:

2 Mr. John Purcell, Mayor;

3 Mr. Ken Koch, Alderman;

4 Mr. Dan Transier, Alderman;

5 Ms. Jackie Milschewski, Alderman;

6 Mr. Arden Joe Plocher, Alderman;

7 Mr. Chris Funkhouser, Alderman;

8 Mr. Joel Frieders, Alderman;

9 Mr. Seaver Tarulis, Alderman;

10 Mr. Jason Peterson, Alderman.

11 ALSO PRESENT:

12 Mr. Bart Olson, City Administrator,

13 Mr. James Jensen, Chief of Police,

14 Ms. Lisa Pickering, City Clerk,

15 Mr. Eric Dhuse, Public Works Director,

16 Ms. Krysti Barksdale-Noble, Community

17 Development Director,

18 Mr. Rob Fredrickson, Finance Director,

19 Ms. Erin Willrett, Assistant City

20 Administrator,

21 Mr. Scott Sleezer, Parks Superintendent,

22 Ms. Shay Remus, Recreation

23 Superintendent,

24 Ms. Kathleen Field-Orr, City Attorney,

1 Mr. Brad Sanderson, Engineering
2 Enterprises, Inc.,
3 Ms. Lynn Dubajic, City Economic
4 Development Consultant.

5
6 Dr. Brian Berkey,
7 Ms. Amanda Grzywa,
8 Mr. Baek Lee,
9 Dr. Nicole Zangler,
10 Ms. Christy Schultz,
11 Mr. Tod Duy,
12 Ms. Sandra Hurtado,
13 Mr. Tony Zangler,
14 Mr. Greg Marker,
15 Mr. Darren Fox,
16 Ms. Pam Siddon,
17 Ms. Barb Thompson,
18 Mr. Carlos Aechiga,
19 Dr. Jason Sterchi,
20 Mr. Boyd Ingemunson,
21 Dr. Nathan Thompson,
22 Mr. Mitch Morrell,
23 Ms. Robyn Sutcliff.

24 - - - - -

1 (WHEREUPON, the following
2 proceedings were had in
3 public hearing:)

4 MAYOR PURCELL: Now we have Item 2 that
5 we've all been waiting for. We have the public
6 hearing for the proposed downstate small business
7 stabilization applications, funded by Community
8 Development Block Grant.

9 The total amount of CDBG funds to be
10 requested is \$436,644 and will address the urgent
11 needs of the business due to the COVID-19
12 emergency on the following applications:

13 Advanced Physical Medicine of Yorkville; AGJS,
14 Inc., d/b/a Tiki Tan; BH Martial Arts; C & C
15 Studios, Inc., d/b/a Virtues in Motion Dance
16 Studio; Brenart Eye Clinic; COPA, Inc., d/b/a
17 Salsa Verde Mexican Restaurant and Taqueria --
18 hope I said that okay -- Duy's, Incorporated;
19 Harmony Aesthetics; Haven Yorkville, d/b/a Haven
20 Medical Spa; the Heartland School, Idea Marketing
21 Group; Mike and Denise's Pigeon Hill Diner;
22 NCTHOMPSON, Inc., assumed name Crossfit
23 Exemplify; Sterchi Chiropractic; the Law Office
24 Corporation; Thompson Chiropractic Clinic, d/b/a

1 Exemplify Health Center; Upper Crust Catering;
2 White Water Ice Cream, d/b/a Foxy's Ice Cream.

3 So I am opening up the public
4 hearing for that grant. Are there any members of
5 the Council who have anything to offer? And we
6 are going to be voting on these later on, but
7 this is just a public hearing.

8 Any members of the Council have
9 anything that they want to offer at the public
10 hearing?

11 ALDERMAN FRIEDERS: Mr. Mayor.

12 MAYOR PURCELL: Mr. Frieders.

13 ALDERMAN FRIEDERS: The only thing I
14 want to comment on is something I shared with
15 Bart after we got news of all the applications
16 coming in.

17 I don't think it's appropriate for
18 us to vote individually on each business; I think
19 this is something where we should be voting all
20 together, so I know that's kind of what we're
21 going to be doing for the end, but I didn't think
22 it was kind of relevant for aldermen and people
23 who are friends and customers of people that are
24 going to be receiving this fund to have to dive

1 into some specifics.

2 If they meet the criteria, that's
3 the state's decision, so I think this should be
4 one we are going to say yes, we're going to take
5 your submissions and send them to the state,
6 understanding the risk and penalty for people who
7 don't pay the loan back, but on the front this
8 isn't something I am comfortable with, actually
9 going into each business's financials and trying
10 to make a determination yea or nay, so from my
11 perspective, if they meet the criteria and make
12 it on to the next round, they can get that golden
13 ticket, but I don't think this is something I
14 should have an opinion on other than they meet
15 these things, maybe check the boxes and we'll
16 see what the state says. So that's just my
17 opinion.

18 MAYOR PURCELL: Thank you. Mr. Koch?

19 ALDERMAN KOCH: I also share that same
20 feeling, too. I just want to put it on the
21 record.

22 MAYOR PURCELL: Thank you. Any other
23 Aldermen?

24 (No response.)

1 MAYOR PURCELL: Do any members of the
2 public have anything they want to offer for the
3 public hearing?

4 MS. ORR: You have to put that onto the
5 record.

6 MR. OLSON: We do have to give a
7 description of each business.

8 MS. ORR: There are two issues that must
9 be addressed according to the application: One
10 is if there is anyone to comment, that we take
11 their name and address, so that proves we had a
12 public hearing, if there is anyone in the public;
13 and, number two, each and every application must
14 be cited at the public hearing, and so Bart has
15 synopsized each of the businesses, so that
16 hopefully we will do as we are required and still
17 properly address the concerns of the City Council
18 in that not giving any company more time than
19 another company. So take it, Bart.

20 MAYOR PURCELL: So Bart will do a little
21 presentation. I forgot about that, thank you,
22 but we got the public and the aldermen's comments
23 in, so now, Bart, this is the Staff portion, the
24 bureaucratic portion, of the meeting.

1 MS. ORR: Correct.

2 MAYOR PURCELL: He is going to go in
3 another room, you all can't see that now, but he
4 is going into another room to do this
5 presentation.

6 I'm never going to be a good
7 YouTuber, I can tell you that.

8 MR. OLSON: Okay. Can everybody hear me
9 okay? Thumbs up. All right. And how is the
10 feedback in the Mayor's room? Is there any
11 feedback or is it okay?

12 MAYOR PURCELL: You sound fantastic.

13 MR. OLSON: Wonderful, okay. Step one.
14 Sounds good.

15 A couple things. I am going to
16 share my presentation here and then walk through
17 some directions that we have to do for the public
18 hearing --

19 MS. ORR: Correct.

20 MR. OLSON: -- and at some point or
21 another during the public hearing we are
22 supposed to take a roster of everybody that has
23 attended the public hearing, whether in person or
24 online.

1 There is nobody in the room except
2 for the police chief, the Mayor and the city
3 attorney, but we are supposed to go through and
4 try to figure out if there is anybody from the
5 public and from businesses that are in attendance
6 remotely and we're supposed to get your name and
7 address for the sign-in sheet, so we are going to
8 have to do that here at some point, but I'm going
9 to hit the minimums of the grant requirements for
10 the program.

11 So let me share my screen here.
12 Everybody can see that okay?

13 All right. So this is the
14 downstate small business stabilization program
15 public hearing. Just some details about the
16 program.

17 It was established by the state to
18 provide capital funds to businesses that have
19 been impacted by COVID-19, and in general it
20 makes funds available to businesses in the
21 maximum amount of \$25,000 for 60 days of
22 verifiable working capital.

23 So the eligibility criteria, you
24 have to have been open in Yorkville since

1 January, 2017, so any business after that is not
2 eligible. Can't be a franchise. You have to
3 have at least one other employee. You must have
4 less than 50 employees. You have to be a
5 non-essential business, or there are some
6 essential businesses that is -- that can apply.

7 The requirements, if it's received,
8 you have to remain open for a minimum of 60 days
9 after funding is awarded, and generally you have
10 to use half of the award funds for payroll
11 expenses and the other half for working capital,
12 and the maximum amount is two month's of actual
13 business expenses not to exceed \$25,000.

14 So as the Mayor read off the roster
15 of businesses -- I won't say them all again
16 because I have to go through them here in a
17 second -- but the list of 18 should be on your
18 screen there and are available in City Council
19 presentation that was in the City Council packet
20 ahead of time, and the total of the requests for
21 all of those businesses is \$436,000, \$436,644.

22 All right. So the next 18 slides --
23 here is the first one -- are going to be more
24 wording than I am going to read off, but I do

1 have a prepared part I can get through here and
2 take public comments at the end.

3 So the next 18 slides in this
4 presentation give detailed information about each
5 business, including the amount of funds they are
6 requesting, what they are going to use the funds
7 for, and the impact COVID-19 has had on their
8 business.

9 These detailed slides have been
10 available on the City website and in the City
11 Council packet since Thursday, May 7th. I'm
12 going to show each one of the slides on the
13 screen, but rather than read them verbatim, I'm
14 going to summarize the information as follows:
15 The name of each business, the amount of funds
16 that are requested by the business, the list of
17 activities that will be undertaken with grant
18 funding, how the business and community can be
19 benefited through the grant.

20 At the end of my narrative on each
21 of the 18 businesses, the public hearing will be
22 open for public comment and residents may provide
23 comment on any of the 18 businesses.

24 The Mayor will control the order of

1 public comment at that time, and each business
2 has been asked to attend this meeting remotely
3 and be prepared to answer questions by the City
4 Council or the public as allowed by the Mayor.

5 In addition to the narrative on each
6 business, and on the slides, the State has asked
7 us to comment about a detailed, prioritized list
8 of community development and housing needs
9 during the public hearing. The following
10 narrative applies to every one of the 18
11 businesses up for public hearing this evening.

12 COVID-19 has decimated the business
13 community and employment numbers in the region
14 and in the state to degrees included in each of
15 the business's applications and as narrated in
16 this public hearing.

17 First, the City's Comprehensive Plan
18 Update discusses the importance of a healthy
19 business community in order to improve quality of
20 life, specifically commercial/retail development.

21 In Section 2 of the Comp Plan,
22 Community Characteristics and Land Use Trends,
23 the Comp Plan states that there is a need for a
24 more consistent, cohesive approach to attracting

1 and retaining retail and commercial services,
2 especially in the downtown, where sustained
3 efforts in supporting and incubating businesses
4 should be the focus of economic development.

5 Second, in the same section it
6 discusses that housing count and household growth
7 is key to attracting new retail development. Any
8 loss of business in the community is going to
9 cause the existing residential base to be
10 underserved, so -- and then we are on to the
11 businesses here.

12 So Advanced Physical Medicine of
13 Yorkville, Limited, is requesting \$25,000 for
14 working capital, including payments on
15 malpractice insurance, software/medical
16 contracts, and maintenance contracts not covered
17 by the PPP loan they have already been awarded.
18 These vendors and insurance companies require
19 monthly payments to be made in full. Advanced
20 has been open since July, 2003 and has 15
21 employees. They hope to maintain their 15
22 employees and to provide care/treatment for local
23 patients who are medically indigent. If funding
24 is received for this business, it would help

1 offset two to three weeks of revenue loss.

2 AJ -- or AGJS, Incorporated, doing
3 business as Tiki Tan, is requesting \$25,000 for
4 working capital, including payroll, rent and
5 utility expenses. Tiki Tan has been in Yorkville
6 since May, 2015, and has been closed since
7 Saturday, March 21st, when they furloughed all
8 employees. The closure has coincided with their
9 busiest season, March through June, and the
10 funding would help them retain their employees
11 and make upcoming rent.

12 BH Martial Arts is requesting
13 \$25,000 for working capital, including payroll
14 and rent. BH Martial Arts has been established
15 since April, 2011 and has been closed by state
16 order since mid-March. When open, BH Martial
17 Arts helps to develop people physically and
18 mentally. The funding would help them retain
19 their employees and make their next rent payment
20 until they can reopen.

21 Brenart Eye Clinic is requesting
22 \$25,000 for working capital, including doctor and
23 staff salaries, rent and utilities. Brenart Eye
24 Clinic has been in business since 1980 at the

1 Yorkville location, and has been closed except
2 for medical emergency care since March, 2020.
3 During the closure, they have invested in new
4 health and safety measures in their office to
5 ensure a healthy environment. This change in
6 business has resulted in a significant decrease
7 in patient volume. Funding will help them keep
8 doctors and staff employed until the statewide
9 closure is lifted and they can resume their
10 normal business.

11 C & C Studios, Incorporated, doing
12 business as Virtues in Motion Dance Studio, is
13 requesting \$25,000 for working capital, including
14 payroll and maintenance of some regular business
15 practices. Virtues in Motion has been in
16 Yorkville since June, 2016, and has been closed
17 since March 16th of this year. They are dealing
18 with not only a loss in revenue from total
19 closure, but they anticipate that families will
20 wait to return to their business when the threat
21 of the virus has fully passed. Funding will help
22 them retain employees now and offset future
23 losses even after the business is back open.

24 COPA, Incorporated, doing business

1 as Salsa Verde Mexican Restaurant and Taqueria,
2 is requesting \$25,000 for working capital,
3 including purchase of food through their
4 different vendors, payroll and utilities. Salsa
5 Verde has been open in Yorkville since 2012 and
6 has been operating during the pandemic as a
7 takeout-only restaurant. The current pandemic
8 has affected their operations by 45 percent.
9 Funding will be used to continue takeout
10 operations into the future.

11 Duy's, Incorporated, is requesting
12 \$25,000 for working capital, including payroll
13 and vendor invoices. Duy's Shoes has been in
14 business in the region since 1954 and has seen a
15 reduction in overall customers and revenues from
16 regular and promotional sales. Funding will
17 allow them to pay vendors to continue to receive
18 inventory in a timely manner and will offset
19 their expected advertising costs and lower profit
20 margins to bring customers back into the store.

21 Harmony Aesthetics, LLC, a sole
22 proprietorship by licensed esthetician Sandra
23 Hurtado, is requesting \$11,644 for payroll, rent
24 and utilities. Harmony Aesthetics was founded in

1 2016 and has added a team of three part-time
2 employees before all employees were temporarily
3 laid off in the spring as a result of the
4 pandemic. The close personal nature of these
5 services provided by Harmony Aesthetics has
6 resulted in a total loss of all customer
7 appointments during the pandemic. Funding will
8 allow them to continue paying rent and utilities
9 and maintain payroll during the closure and after
10 a reopening.

11 Haven Yorkville, LLC, doing business
12 as Haven Medical Spa, is requesting \$25,000 for
13 payroll, rent and utilities. Haven Medical Spa
14 has been in business since 2007 at the Yorkville
15 location and has been forced to shut down since
16 March, resulting in a total loss of business.
17 During the shutdown they have cleaned and
18 disinfected their office and continue to reach
19 out to their patient base via social media.
20 Funding will allow them to continue to pay their
21 employees during the shutdown, and will allow
22 them to make rent and pay utilities.

23 The Heartland School, LLC, is
24 requesting \$25,000 for working capital, including

1 payroll. Heartland School is a childcare
2 provider that has been in business since August,
3 2014 in Yorkville. Many of their 31 staff
4 members live in the Yorkville area and all 31
5 employees have been without work since March.
6 All employees except the director have filed for
7 unemployment. Funding will allow them to offset
8 their payroll costs during the shutdown.

9 Idea Marketing Group, Incorporated,
10 is requesting \$25,000 for working capital for
11 payroll, utilities and rent. Idea Marketing
12 Group was founded in July, 2009 and has seen a
13 decrease in business since the pandemic. They
14 have 13 employees that have been able to be
15 retained and work remotely during the pandemic.
16 Funding will allow them to continue to retain
17 employees.

18 Mike and Denise's Pigeon Hill Diner,
19 Incorporated, is requesting \$25,000 for working
20 capital, including payroll, rent and utilities.
21 Mike and Denise's Pizzeria and Pub has been in
22 Yorkville for the past eight years and has
23 operated during the pandemic as a takeout-only
24 restaurant. Funding will be used to retain

1 current employees and continue takeout operations
2 into the future.

3 NCTHOMPSON, Incorporated, assumed
4 name Crossfit Exemplify, is requesting \$25,000
5 for working capital, including payroll, rent and
6 utilities. Crossfit Exemplify has been open in
7 Yorkville since December, 2016, and has been
8 closed since March of this year. They anticipate
9 that business will continue to be impacted even
10 after reopening due to social distancing
11 restrictions and hesitancy by existing members.
12 Funding will be used to make payrolls, pay rent
13 and utilities going forward.

14 Sterchi Chiropractic, S.C., is
15 requesting \$25,000 for working capital, including
16 payroll, rent and utilities. Sterchi
17 Chiropractic has been in operation in Yorkville
18 since 2008 and has seen a loss of 60 percent in
19 revenue since the start of the pandemic. Funding
20 will be used to avoid employee layoffs and cover
21 eligible business expenses while they continue to
22 provide ongoing healthcare to the community.

23 The Law Office Corporation is
24 requesting \$25,000 for working capital, including

1 payroll and fixed expenses. The Law Office is a
2 bar and downtown music venue operating since
3 March, 2016, and has been closed since March,
4 2020. The closure has resulted in a 100 percent
5 loss in revenue. Funding will be used to
6 continue to pay employee salaries and fixed
7 expenses during the shutdown.

8 Thompson Chiropractic Clinic,
9 Incorporated, doing business as Exemplify Health
10 Center, is requesting \$25,000 for working
11 capital, including payroll, rent, utilities and
12 business supplies. Thompson Chiropractic Clinic
13 has been serving Yorkville and the region since
14 February, 2004, and has seen a significant
15 reduction in clients since the pandemic. Funding
16 will be used to maintain payroll for existing
17 employees, except for the principal owner, during
18 the pandemic.

19 Upper Crust Catering, Incorporated,
20 is requesting \$25,000 for working capital,
21 including payroll and other eligible expenses.
22 Upper Crust is a long-time Yorkville business
23 that has continued to offer catered meals and
24 takeout during the pandemic, but has seen a total

1 cancellation of events and catered group meetings
2 since the pandemic. The funds will be used to
3 retain employees and offset advertising
4 expenditures while they pivot to takeout orders
5 and away from catered events.

6 Last, and certainly not least, White
7 Water Ice Cream, LLC, doing business as Foxy's
8 Ice Cream, is requesting \$25,000 for working
9 capital, including payroll and utilities. Foxy's
10 started business in 2011, and since the pandemic
11 has seen decreased revenue because they have been
12 forced to go to curbside and delivery orders
13 only. Funding will be used for bringing
14 employees back on payroll and to offset utility
15 and maintenance costs.

16 That's the end of the 18 business
17 slides.

18 MS. ORR: Now we have to get the
19 attendees.

20 MR. OLSON: The next steps for this,
21 just so everybody is aware, is later on in the
22 agenda we have a passage of a fair housing
23 resolution that is required by the state in order
24 to grant funds to any of these businesses,

1 passage of the Council resolution in support for
2 each grant application.

3 All of the materials have been
4 available since May 5th on the City's website,
5 where there is a link in the public notice, and
6 the slide in front of us, and then after
7 approval, since we are suggesting it is
8 contingent on intergovernmental agreement
9 approval with the county that backs up funds, is
10 a participation agreement signed between the City
11 and the applicant prior to submission. There is
12 an example of that in the packet. It's not
13 necessary for the City Council to approve it,
14 correct, Mayor, we can negotiate the terms of
15 that after approval. That's it. Thank you.

16 MAYOR PURCELL: So, Bart, before you
17 give up the microphone, are we required did you
18 say to get names and addresses of whom?

19 MR. OLSON: Anybody that's attending the
20 hearing in person or remotely, and I can -- we've
21 got 48 participants registered. Some of them I
22 recognize as elected officials and staff, and
23 then business owners, and then some of which I
24 don't know, so I don't know how you want to go

1 through there, if you want me to read off the
2 names and then the people can speak, or if we
3 want to do it a different way.

4 MAYOR PURCELL: Can they -- the people
5 we don't have the names and addresses of, can
6 they shoot those in an email to the clerk later
7 this evening?

8 MR. OLSON: I'll defer to Kathy on that
9 as an opinion. That would certainly be an easier
10 way to do this.

11 MS. ORR: It would be an easier way.
12 Would they just verbally say "here" and their
13 name for the recorded record?

14 MAYOR PURCELL: Okay. So for those who
15 aren't one of the businesses, staff members, or
16 aldermen, elected officials, please state your
17 name, and if you're not participating and you
18 don't want to participate, I won't pretend you
19 are here, but please state your name for the
20 record.

21 MS. ORR: And email your name and
22 address to the City Clerk.

23 DR. BERKE: Dr. Brian Berkey, Advanced
24 Physical Medicine of Yorkville.

1 MS. ORR: Thank you.

2 MS. SUTCLIFF: Foxy's Ice Cream, Robyn
3 Sutcliff.

4 MS. ORR: Thank you.

5 DR. STERCHI: Dr. Jason Sterchi, Sterchi
6 Chiropractic.

7 MS. ORR: Thank you.

8 DR. ZANGLER: Dr. Nicole Zangler,
9 Brenart Eye Clinic.

10 MS. ORR: Thank you.

11 MR. MARKER: Greg Marker, the Heartland
12 School.

13 MS. ORR: Thank you.

14 MS. HURTADO: Sandra Hurtado, Harmony
15 Aesthetics.

16 MS. ORR: Thank you.

17 MS. THOMPSON: Barb Thompson, Crossfit
18 Exemplify.

19 MS. ORR: Thank you.

20 DR. THOMPSON: Dr. Nathan Thompson,
21 Exemplify Health Center.

22 MS. ORR: Thank you.

23 MR. DUY: Tod Duy.

24 MS. ORR: Say that again?

1 MR. DUY: Tod Duy, Duy's Shoes.

2 MS. ORR: Thank you.

3 MR. ARECHIGA: Carlos Arechiga, Salsa
4 Verde Mexican Restaurant.

5 MS. ORR: Thank you.

6 MR. ZANGLER: Tony Zangler, Haven
7 Medical Spa.

8 MS. ORR: Thank you.

9 MR. FOX: Darren Fox, Idea Marketing
10 Group.

11 MS. ORR: Thank you.

12 MS. SCHULTZ: Christy Schultz, C & C
13 Studies, Virtues in Motion Dance Studio.

14 MS. ORR: Thank you.

15 MR. LEE: Baek Lee, BH Martial Arts.

16 MS. ORR: Thank you.

17 MS. GRZYWA: Amanda Grzywa, AGJS, Tiki
18 Tan.

19 MS. ORR: Thank you.

20 MR. COLOSIMO: Carlo Colosimo, plain
21 citizen.

22 MS. ORR: Thank you.

23 MR. MORRELL: Mitch Morrell, Upper Crust
24 Catering.

1 MS. ORR: Thank you. I think that no
2 one -- everyone has spoken. Thank you very much.
3 Please don't forget to email so that we have a
4 written record. Appreciate it.

5 MAYOR PURCELL: Excellent. So are there
6 any other comments or questions on -- this is
7 just the public hearing portion.

8 MS. ORR: City Council doesn't want to
9 make comments.

10 (No response.)

11 MAYOR PURCELL: Okay. We will close the
12 public hearing at this point. The public hearing
13 is closed. Thank you.

14 (Which were all the
15 proceedings had in the
16 public hearing portion
17 of the meeting.)

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1 STATE OF ILLINOIS)
) SS.
2 COUNTY OF LASALLE)

3 I, Christine M. Vitosh, a Certified Shorthand
4 Reporter, do hereby certify that I transcribed
5 the proceedings had at the public hearing and that
6 the foregoing, Pages 1 through 27, inclusive, is
7 a true, correct and complete computer-generated
8 transcript of the proceedings had at the time and
9 place aforesaid.

10 I further certify that my certificate annexed
11 hereto applies to the original transcript and
12 copies thereof, signed and certified under my
13 hand only. I assume no responsibility for the
14 accuracy of any reproduced copies not made under
15 my control or direction.

16 As certification thereof, I have hereunto set
17 my hand this 18th day of May, A.D., 2020.

18 
19

20 Christine M. Vitosh, CSR
21 Illinois CSR No. 084-002883
22
23
24



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slides 10:22 11:3,9 11:12 12:6 21:17 small 4:6 9:14 social 17:19 19:10 software/medical 13:15 sole 16:21 sound 8:12 Sounds 8:14 Spa 4:20 17:12,13 25:7 speak 23:2 specifically 12:20 specifics 6:1 spoken 26:2 spring 17:3 SS 27:1 stabilization 4:7 9:14 staff 7:23 14:23 15:8 18:3 22:22 23:15 start 19:19 started 21:10 state 6:5,16 9:17 12:6,14 14:15 21:23 23:16,19 27:1 state's 6:3 states 12:23 statewide 15:8 Step 8:13 steps 21:20 Sterchi 3:19 4:23 19:14,16 24:5,5,5 store 16:20 Studies 25:13 Studio 4:16 15:12 25:13 Studios 4:15 15:11 submission 22:11 submissions 6:5 suggesting 22:7 summarize 11:14 Superintendent 2:21,23 supplies 20:12 support 22:1	supporting 13:3 supposed 8:22 9:3 9:6 sustained 13:2 Sutcliffe 3:23 24:2,3 synopsized 7:15	Tony 3:13 25:6 total 4:9 10:20 15:18 17:6,16 20:24 transcribed 27:4 transcript 27:8,11 Transier 2:4 Trends 12:22 true 27:7 try 9:4 trying 6:9 Tuesday 1:17 two 7:8,13 10:12 14:1	Vitosh 27:3,20 volume 15:7 vote 5:18 voting 5:6,19	Z Zangler 3:9,13 24:8,8 25:6,6
take 6:4 7:10,19 8:22 11:2 takeout 16:9 19:1 20:24 21:4 takeout-only 16:7 18:23 Tan 4:14 14:3,5 25:18 Taqueria 4:17 16:1 Tarulis 2:9 team 17:1 tell 8:7 temporarily 17:2 terms 22:14 thank 6:18,22 7:21 22:15 24:1,4,7,10 24:13,16,19,22 25:2,5,8,11,14,16 25:19,22 26:1,2 26:13 thereof 27:12,16 thing 5:13 things 6:15 8:15 think 5:17,18,21 6:3,13 26:1 Thompson 3:17,21 4:24 20:8,12 24:17,17,20,20 threat 15:20 three 14:1 17:1 Thumbs 8:9 Thursday 11:11 ticket 6:13 Tiki 4:14 14:3,5 25:17 time 7:18 10:20 12:1 27:8 timely 16:18 Tod 3:11 24:23 25:1	T	U underserved 13:10 understanding 6:6 undertaken 11:17 unemployment 18:7 UNITED 1:5 upcoming 14:11 Update 12:18 Upper 5:1 20:19,22 25:23 urgent 4:10 use 10:10 11:6 12:22 utilities 14:23 16:4 16:24 17:8,13,22 18:11,20 19:6,13 19:16 20:11 21:9 utility 14:5 21:14	W wait 15:20 waiting 4:5 walk 8:16 want 5:9,14 6:20 7:2 22:24 23:1,3 23:18 26:8 Water 5:2 21:7 way 23:3,10,11 we'll 6:15 we're 5:20 6:4 9:6 we've 4:5 22:20 website 11:10 22:4 weeks 14:1 White 5:2 21:6 Willrett 2:19 Wonderful 8:13 wording 10:24 work 18:5,15 working 9:22 10:11 13:14 14:4,13,22 15:13 16:2,12 17:24 18:10,19 19:5,15,24 20:10 20:20 21:8 Works 2:15 written 26:4	0 084-002883 27:20
unemployment 18:7 UNITED 1:5 upcoming 14:11 Update 12:18 Upper 5:1 20:19,22 25:23 urgent 4:10 use 10:10 11:6 12:22 utilities 14:23 16:4 16:24 17:8,13,22 18:11,20 19:6,13 19:16 20:11 21:9 utility 14:5 21:14	V vendor 16:13 vendors 13:18 16:4 16:17 venue 20:2 verbally 23:12 verbatim 11:13 Verde 4:17 16:1,5 25:4 verifiable 9:22 Virtues 4:15 15:12 15:15 25:13 virus 15:21	Y yea 6:10 year 15:17 19:8 years 18:22 Yorkville 1:5,14 4:13,19 9:24 13:13 14:5 15:1 15:16 16:5 17:11 17:14 18:3,4,22 19:7,17 20:13,22 23:24 YouTuber 8:7	1 1 27:6 100 20:4 11,644 16:23 12 1:17 13 18:14 15 13:20,21 16th 15:17 18 10:17,22 11:3,21 11:23 12:10 21:16 18th 27:17 1954 16:14 1980 14:24	2 2 4:4 12:21 2003 13:20 2004 20:14 2007 17:14 2008 19:18 2009 18:12 2011 14:15 21:10 2012 16:5 2014 18:3 2015 14:6 2016 15:16 17:1 19:7 20:3 2017 10:1 2020 1:17 15:2 20:4 27:17 21st 14:7 25,000 9:21 10:13 13:13 14:3,13,22 15:13 16:2,12 17:12,24 18:10,19 19:4,15,24 20:10 20:20 21:8 27 27:6
unemployment 18:7 UNITED 1:5 upcoming 14:11 Update 12:18 Upper 5:1 20:19,22 25:23 urgent 4:10 use 10:10 11:6 12:22 utilities 14:23 16:4 16:24 17:8,13,22 18:11,20 19:6,13 19:16 20:11 21:9 utility 14:5 21:14	V vendor 16:13 vendors 13:18 16:4 16:17 venue 20:2 verbally 23:12 verbatim 11:13 Verde 4:17 16:1,5 25:4 verifiable 9:22 Virtues 4:15 15:12 15:15 25:13 virus 15:21	Y yea 6:10 year 15:17 19:8 years 18:22 Yorkville 1:5,14 4:13,19 9:24 13:13 14:5 15:1 15:16 16:5 17:11 17:14 18:3,4,22 19:7,17 20:13,22 23:24 YouTuber 8:7	3 31 18:3,4	

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7:00 1:18				
7th 11:11				
8				
800 1:13				



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

Agenda Item Number

Minutes #3

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Special City Council – May 19, 2020

Meeting and Date: City Council – May 26, 2020

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, MAY 19, 2020**

Mayor Purcell called the meeting to order at 5:34 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present (electronic attendance)
	Transier	Present (electronic attendance)
Ward II	Milschewski	Present (electronic attendance)
	Plocher	Present (electronic attendance)
Ward III	Funkhouser	Present (electronic attendance)
	Frieders	Present (electronic attendance)
Ward IV	Tarulis	Present (electronic attendance)
	Peterson	Present (electronic attendance)

Staff in attendance at city hall: City Administrator Olson and Deputy Chief Pfizenmaier.

Staff in attendance electronically: City Clerk Pickering, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and Attorney Orr.

Clerk’s Note: Due to COVID-19, requirements of the Open Meetings Act have been temporarily suspended by Governor Pritzker via Executive Order 2020-07 (which was extended by Executive Order 2020-33), which suspends the provisions of the Open Meetings Act, 5 ILCS 120, “Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present” is suspended; and (2) the condition in 5 ILCS 120/7 limiting when remote participation is permitted are suspended”.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city’s website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/89786759996?pwd=c3VUaUxXdWppellHQWV4UUt5dE5MZz09>. The Zoom meeting ID was 897 8675 9996.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

BUSINESS

Resolution 2020-38 Approving the Issuance of a Non-Recourse Promissory Note to Borrow \$400,000 from the Kendall County Revolving Loan Fund to Secure Emergency Working Capital Grant Funding, under the Downstate Small Business Stabilization Program, for Local Businesses facing Hardship due to the COVID-19 Pandemic
(Business - A)

Mayor Purcell entertained a motion to approve a Resolution Approving the Issuance of a Non-Recourse Promissory Note to Borrow \$400,000 from the Kendall County Revolving Loan Fund to Secure Emergency Working Capital Grant Funding, under the Downstate Small Business Stabilization Program, for Local Businesses facing Hardship due to the COVID-19 Pandemic. So moved by Alderman Plocher; seconded by Alderman Frieders.

The Minutes of the Special Meeting of the City Council – May 19, 2020 – Page 2 of 2

Administrator Olson said that if the City Council decides to approve this promissory note, the city would move forward with finalizing the eighteen grant applications from the May 12th meeting, for submittal to the state. He noted that there would be an additional eight grant applications that would be presented to the City Council at the May 26th meeting.

It was asked if there was a benefit to submitting the first eighteen grant applications now or if the city should wait and submit all the grant applications together after the May 26th meeting. Administrator Olson responded that the benefit to submitting the eighteen from the May 12th meeting would be to get those applications to the state as soon as possible. Staff has heard that the state has received many applications already and there is a possibility that there will not be enough funding to cover all of the applications that the state will receive.

Mayor Purcell said that he wanted everyone to understand that there is a potential risk to the city. While unlikely, if every one of the businesses received the grant money and every business defaulted on payment, the county funding will only cover the first \$400,000 and the city would be responsible for covering any of the remaining defaults.

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

**Letter to Governor on Restore Illinois Plan
(Business - B)**

Mayor Purcell entertained a motion to approve sending a letter to Governor Pritzker on the Restore Illinois Plan. So moved by Alderman Koch; seconded by Alderman Transier.

Discussion took place on the proposed letter as some felt that the letter could use more detail. Suggestions were made that the city could add more details about local small businesses and add also add language that all businesses and all workers are essential.

Mayor Purcell said that if the city council members wanted to see a revised draft letter, this item could return to the next meeting. Attorney Orr mentioned that similar letters are being sent to the governor right now by many other municipalities in the region. She said that the content of the letter might not be as important as simply getting a letter to the governor as soon as possible.

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

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Frieders; seconded by Alderman Peterson.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 5:53 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – May 26, 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 Finance
Name Department

Agenda Item Notes:

DATE: 05/19/20
TIME: 15:26:43
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-.BEHRENS-A	04/30/20	01	CAROLINA SHOES-WORK BOOTS		01-410-56-00-5600	175.30
				INVOICE TOTAL:			175.30 *
	052520-A.SIMMONS	04/30/20	01	ADS-APR 2020 ALARM MONITORING		23-216-54-00-5446	176.48
			02	AT 800 GAME FARM RD		** COMMENT **	
			03	COMCAST-APR 2020 INTERNET &		82-820-54-00-5440	304.11
			04	VOICE		** COMMENT **	
			05	VERIZON-MAR 2020 IN CAR UNITS		01-210-54-00-5440	756.25
			06	VERIZON-MAR 2020 MOBILE PHONES		01-220-54-00-5440	186.32
			07	VERIZON-MAR 2020 MOBILE PHONES		01-210-54-00-5440	885.02
			08	VERIZON-MAR 2020 MOBILE PHONES		79-795-54-00-5440	93.16
			09	VERIZON-MAR 2020 MOBILE PHONES		51-510-54-00-5440	179.42
			10	VERIZON-MAR 2020 MOBILE PHONES		52-520-54-00-5440	36.01
				INVOICE TOTAL:			2,616.77 *
	052520-B.OLSON-A	04/30/20	01	ZOOM-APR 2020 MONTHLY FEE FOR		01-110-54-00-5460	161.74
			02	AUDIO CONFERENCING		** COMMENT **	
				INVOICE TOTAL:			161.74 *
	052520-B.PFIZENMAIER	04/30/20	01	ACE-MAGNETIC TAPE, LYSOL,		01-210-54-00-5495	173.05
			02	DOOR STOPS, SLIP JOINTS,		** COMMENT **	
			03	PLIERS, SCREWDRIVER SET, SOCKET,		** COMMENT **	
			04	HAMMER		** COMMENT **	
			05	NAPA#251154-WIPER BLADES		01-210-54-00-5495	209.26
			06	MENARDS-WINDEX, OIL, CLOTH,		01-210-54-00-5495	325.85
			07	CAR WAX		** COMMENT **	
			08	AMERICAN TIRE#3175-MOUNT TIRE		01-210-54-00-5495	15.36
			09	AMERICAN TIRE#3142-REPLACE		01-210-54-00-5495	17.17
			10	BATTERY CABLE		** COMMENT **	
			11	AMERICAN TIRE#3148-OIL CHANGE		01-210-54-00-5495	40.99
			12	AMERICAN TIRE#3161-BRAKE &		01-210-54-00-5495	1,189.48
			13	STARTER REPLACED		** COMMENT **	
			14	STRYPES-SQUAD MARKINGS		01-210-54-00-5495	200.00
			15	STRYPES-SQUAD MARKINGS		25-205-60-00-6070	390.00
			16	MINER ELECT#269998/9-REMOVE		01-210-54-00-5495	380.00
			17	GRILL LIGHTS, VISOR LIGHTS,		** COMMENT **	
			18	CARGO LIGHTS, SIREN & RADIOS		** COMMENT **	
			19	MENARDS-RUNNERS		01-210-56-00-5620	12.99
			20	HOME DEPO-MAGIC CHEF		01-210-56-00-5620	129.00
			21	STREICHERS-		25-205-60-00-6070	1,510.00
			22	AMERICAN TIRE#3225-MOUNT TIRES		01-210-54-00-5495	65.56
			23	AMERICAN TIRE#3219-BATTERY		01-210-54-00-5495	287.00
			24	IMPRINT-WRISTBANDS		01-210-56-00-5650	95.40
			25	AMERICAN TIRE#3274-OIL CHANGE		01-210-54-00-5495	48.15
			26	AMERICAN TIRE#3249-KILL SWITCH		01-210-54-00-5495	51.25

DATE: 05/19/20
TIME: 15:26:43
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-B.PFIZENMAIER	04/30/20	27	AMERICAN TIRE#3269-OIL CHANGE		01-210-54-00-5495	65.57
			28	AMERICAN TIRE#3227-OIL		01-210-54-00-5495	477.20
			29	CHANGE, STRUTS REPLACED,		** COMMENT **	
			30	REPLACED TIMING GASKET		** COMMENT **	
			31	REAR STRUTS AND MOUNTS		** COMMENT **	
			32	AMERICAN TIRE#3273-BRAKE		01-210-54-00-5495	1,109.31
			33	REPAIR		** COMMENT **	
			34	AMAZON-MAGNETIC WHITEBOARD		01-210-56-00-5610	244.93
				INVOICE TOTAL:			7,037.52 *
	052520-C.PARKER-A	04/30/20	01	BIG DOG DISTILLERY-SANITIZER		01-210-56-00-5620	240.00
			02	AMAZON-FOREHEAD THERMOMETERS		01-210-56-00-5620	191.52
			03	AMAZON-FOREHEAD THERMOMETERS		01-110-56-00-5610	95.76
			04	AMAZON-FOREHEAD THERMOMETERS		01-220-56-00-5620	95.76
			05	AMAZON-FOREHEAD THERMOMETERS		51-510-56-00-5620	63.84
			06	AMAZON-FOREHEAD THERMOMETERS		52-520-56-00-5620	63.84
			07	AMAZON-FOREHEAD THERMOMETERS		01-410-56-00-5620	63.84
			08	AMAZON-FOREHEAD THERMOMETERS		79-790-56-00-5620	95.76
			09	AMAZON-FOREHEAD THERMOMETERS		79-795-56-00-5620	95.76
			10	AMAZON-BATTERIES		01-110-56-00-5610	28.98
			11	PENN CARE-GLOVES		79-795-56-00-5620	720.75
			12	PENN CARE-GLOVES		79-795-56-00-5620	720.75
			13	PENN CARE-GLOVES		01-220-56-00-5620	1,441.50
			14	FV WINERY-SANITIZER		79-795-56-00-5620	52.42
			15	FV WINERY-SANITIZER		79-790-56-00-5620	52.43
			16	FV WINERY-SANITIZER		51-510-56-00-5620	34.95
			17	FV WINERY-SANITIZER		52-520-56-00-5620	34.95
			18	FV WINERY-SANITIZER		01-410-56-00-5620	34.95
			19	PENN CARE REFUND		79-795-56-00-5620	-642.07
			20	PENN CARE REFUND		79-790-56-00-5620	-642.08
			21	PENN CARE REFUND		01-410-56-00-5620	-428.05
			22	PENN CARE REFUND		51-510-56-00-5620	-428.05
			23	PENN CARE REFUND		52-520-56-00-5620	-428.05
			24	FV WINERY-SANITIZER		01-220-56-00-5620	69.90
			25	FV WINERY-SANITIZER		01-110-56-00-5610	69.90
				INVOICE TOTAL:			1,699.26 *
	052520-D.BROWN-A	04/30/20	01	HOME DEPO-SUPPLIES FOR WELL#7		51-510-56-00-5638	478.56
			02	LIGHT REPLACEMENT		** COMMENT **	
				INVOICE TOTAL:			478.56 *
	052520-E.DHUSE-A	04/30/20	01	NAPA#251675-ANTIFREEZE		01-410-56-00-5628	8.07
			02	NAPA#251818-GEAR OIL		01-410-56-00-5628	7.49
			03	COFFMAN-FRONT END ALIGNMENT		01-410-54-00-5490	393.75
			04	NAPA#251969-GREASE		52-520-56-00-5628	66.90

DATE: 05/19/20
TIME: 15:26:43
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-E.DHUSE-A	04/30/20	05	AMAZON-TONER CARTRIDGE		52-520-56-00-5610	47.73
			06	AMAZON-REACHING AID, TONER		01-410-56-00-5620	92.46
			07	NAPA#252531-OIL FILTERS		01-410-56-00-5628	5.93
			08	AMAZON-MARKERS		52-520-56-00-5610	25.97
			09	NAPA#252863-BATTERY		01-410-56-00-5628	89.99
				INVOICE TOTAL:			738.29 *
	052520-E.TOPPER	04/30/20	01	ALA-EMPATHETIC APPROACH TO		84-840-54-00-5460	18.00
			02	CUSTOMER SERVICE E-BOOK		** COMMENT **	
			03	ZOOM-SUBSCRIPTION		84-840-56-00-5635	149.90
			05	AMAZON PRIME MONTHLY USE FEE		82-820-54-00-5460	12.99
			06	SMITHEREEN-APR 2020 PEST		82-820-54-00-5462	78.00
			07	CONTROL		** COMMENT **	
				INVOICE TOTAL:			258.89 *
	052520-E.WILLRETT-A	04/30/20	01	AMAZON-KEYBOARD COVERS		01-110-56-00-5610	50.85
			02	ELEMENT FOUR-APR 2020 BILLING		01-640-54-00-5450	975.66
			03	FOR CLOUD CONNECT BACKUPS		** COMMENT **	
				INVOICE TOTAL:			1,026.51 *
	052520-J.ENGBBERG	04/30/20	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	52.99
			02	FEE		** COMMENT **	
				INVOICE TOTAL:			52.99 *
	052520-J.JENSEN	04/30/20	01	AMAZON-ROAD FLARES		01-210-54-00-5411	34.99
			02	E-Z UP-DIGITAL ENTERPRISE		01-210-56-00-5620	1,113.94
			03	TOP, STEEL FRAME, ROLLER BAG,		** COMMENT **	
			04	WEIGHT BAG, STAKES		** COMMENT **	
			05	AMAZON-WALL SAFE		01-210-56-00-5620	295.74
			06	AMAZON-RUBBER BANDS, TOTES		01-210-56-00-5610	68.13
			07	AMAZON-HIGHLIGHTERS		01-210-56-00-5610	10.78
			09	AUTOSMART-CLEANING TOWELS,		01-210-56-00-5620	180.00
			10	HAND SAITIZER, PUMP SPRAYER		** COMMENT **	
			11	PREMIER MAILING-BANNER STANDS		01-210-54-00-5411	930.02
			12	WITH GRAPHICS, TABLE THROW		** COMMENT **	
			13	AMAZON-TOTES, TAPE, LEGAL PADS		01-210-56-00-5620	201.06
			14	STAPLERS, SCISSORS		** COMMENT **	
			15	WALL SAFE		** COMMENT **	
			16	PIZZA HUT-PIZZA FOR KENCOM		01-210-54-00-5415	196.72
			17	FOR TELECOMMUNICATIONS WEEK		** COMMENT **	
				INVOICE TOTAL:			3,031.38 *
	052520-J.SLEEZER-A	04/30/20	01	AMAZON-CYLINDER SPOOL		01-410-56-00-5628	63.62
			02	KC TOWING-VEHICLE TOW		01-410-54-00-5490	80.00
			03	AMAZON-CARBURETOR		01-410-56-00-5628	46.44
				INVOICE TOTAL:			190.06 *

DATE: 05/19/20
TIME: 15:26:43
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-K.BALOG-A	04/30/20	01	AMAZON-PENS, ENVELOPES		01-210-56-00-5610	41.17
						INVOICE TOTAL:	41.17 *
	052520-K.BARKSDALE-A	04/30/20	01	KONE-APR 2020 ELEVATOR		23-216-54-00-5446	160.50
			02	MAINTENANCE		** COMMENT **	
			03	KONE-REMOVE AND REPLACE		23-216-54-00-5446	5,417.08
			04	SCAVENGER PUMP & PACKING		** COMMENT **	
						INVOICE TOTAL:	5,577.58 *
	052520-K.GREGORY	04/30/20	01	ARAMARK#1592205281-MATS		52-520-54-00-5485	57.88
			02	ARAMARK#1592213965-MATS		51-510-54-00-5485	56.68
			03	ARAMARK#1592196642-MATS		01-410-54-00-5485	57.88
			04	ARAMARK#1592222016-MATS		01-410-54-00-5485	56.68
						INVOICE TOTAL:	229.12 *
	052520-L.PICKERING	04/30/20	01	NAGARA2020 SPRING ONLINE		01-110-54-00-5412	49.00
			02	FORUM-PICKERING		** COMMENT **	
			03	SHAW-RAINTREE SUBDIVISION		25-225-60-00-6010	94.86
			04	LIGHTENING PROJECT		** COMMENT **	
			05	SHAW-COUNTRYSIDE LIFT STATION		52-520-54-00-5462	108.50
			06	PAINTING		** COMMENT **	
			07	TRIBUNE-FY 20-21 BUDGET PUBLIC		01-110-54-00-5426	85.00
			08	HEARING		** COMMENT **	
			09	WAREHOUSE-FOIL SEALS,BATTERIES		01-110-56-00-5610	36.05
						INVOICE TOTAL:	373.41 *
	052520-N.DECKER	04/30/20	01	TYLER CONNECT 2020 CONFERENCE		01-210-54-00-5412	-1,950.00
			02	REGISTRATION REFUND - BALOG &		** COMMENT **	
			03	SOUTHWEST AIRLINES TYLER		01-210-54-00-5415	-573.92
			04	CONNECT 2020 CONFERENCE		** COMMENT **	
			05	TRANSPORTATION REFUND - BALOG		** COMMENT **	
			06	& CARYLE		** COMMENT **	
			07	SHRED-IT-MAR 2020 ON SITE		01-210-54-00-5462	187.45
			08	SHREDDING		** COMMENT **	
			09	COMCAST-03/14-04/15 INTERNET		01-640-54-00-5449	1,153.27
			10	AT&T-04/25-04/24 SERVICE		01-210-54-00-5440	287.34
			11	COMCAST-05/08-06/07 CABLE		01-210-54-00-5440	4.22
			12	ACCURRINT-APR 2020 SEARCHES		01-210-54-00-5462	150.00
						INVOICE TOTAL:	-741.64 *
	052520-P.MCMAHON	04/30/20	01	AMAZON-PUMP DISPENSERS		01-210-56-00-5620	28.96
			02	AMAZON-PUMP DISPENSERS CREDIT		01-210-56-00-5620	-14.48
			03	AMAZON-UTILIY KNIVES, TWEEZERS		01-210-56-00-5620	40.36
			04	AMAZON-BOOT/SHOE COVERS		01-210-56-00-5620	8.48
			05	SIRCHE-CRIME SCENE		01-210-56-00-5620	128.20

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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-P.MCMAHON	04/30/20	06	ELIMINATION KIT, PHOTO		** COMMENT **	
			07	REFERENCE SCALE		** COMMENT **	
			08	ARROWHEAD-FORENSIC PHOTO RODS	01-210-56-00-5620		54.80
			09	AMAZON-PAPER PADS, TOOLBOX,	01-210-56-00-5620		1,290.27
			10	BORE BRUSH, CALIBER PATCH		** COMMENT **	
			11	HOLDER, CALIBER PISTOL BRUSH,		** COMMENT **	
			12	PISTOL BRUSHES, CHAMBER		** COMMENT **	
			13	BRUSHES, FLASH DRIVES, GPS		** COMMENT **	
			14	TRACKER, CAMCORDER, PORTABLE		** COMMENT **	
			15	HDD HARD DRIVE,		** COMMENT **	
			16	MASTERLOCKKEYED CABLE LOCK,		** COMMENT **	
			17	STEALTH CAM, FLASH DRIVES		** COMMENT **	
				INVOICE TOTAL:			1,536.59 *
	052520-P.RATOS-A	05/25/20	01	IDPH-LICENSED PLUMBER RENEWAL	01-220-54-00-5460		153.38
			02	FEE-RATOS		** COMMENT **	
			03	BFCA-PIPING SPECIAL WASTE	01-220-54-00-5412		100.00
			04	SEMINAR-RATOS		** COMMENT **	
				INVOICE TOTAL:			253.38 *
	052520-R.FREDRICKSON	04/30/20	01	COMCAST-03/12-04/11 CABLE @	01-110-54-00-5440		21.12
			02	800 GAME FARM RD		** COMMENT **	
			03	COMCAST-03/13-04/12 INTERNET	51-510-54-00-5440		108.35
			04	@ 610 TOWER PLANT		** COMMENT **	
			05	COMCAST-03/15-04/14 INTERNET	79-795-54-00-5440		68.40
			06	@ 102 E VAN EMMON		** COMMENT **	
			07	COMCAST-03/15-04/14 CABLE @	79-795-54-00-5440		25.71
			08	102 E VAN EMMON		** COMMENT **	
			09	NEWTEK-APR 2020 WEB UPKEEP	01-640-54-00-5450		16.59
			10	COMCAST-03/24-04/23 INTERNET	79-790-54-00-5440		84.77
			11	@ 201 W HYDRAULIC		** COMMENT **	
			12	COMCAST-03/24-04/23 INTERNET	79-795-54-00-5440		63.58
			13	@ 201 W HYDRAULIC		** COMMENT **	
			14	COMCAST-03/24-04/23 INTERNET	01-110-54-00-5440		39.37
			15	@ 800 GAME FARM RD		** COMMENT **	
			16	COMCAST-03/24-04/23 INTERNET	01-220-54-00-5440		33.75
			17	@ 800 GAME FARM RD		** COMMENT **	
			18	COMCAST-03/24-04/23 INTERNET	01-120-54-00-5440		22.50
			19	@ 800 GAME FARM RD		** COMMENT **	
			20	COMCAST-03/24-04/23 INTERNET	01-210-54-00-5440		146.23
			21	@ 800 GAME FARM RD		** COMMENT **	
			22	COMCAST-03/29-04/28 INTERNET	79-790-54-00-5440		89.90
			23	@ 185 WOLF ST		** COMMENT **	
			24	COMCAST-03/29-04/28 CABLE &	79-790-54-00-5440		116.03
			25	VOICE @ 185 WOLF ST		** COMMENT **	

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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-R.FREDRICKSON	04/30/20	26	COMCAST-03/29-04/29 INTERNET		52-520-54-00-5440	39.47
			27	@ 610 TOWER		** COMMENT **	
			28	COMCAST-03/29-04/29 INTERNET		01-410-54-00-5440	78.95
			29	@ 610 TOWER		** COMMENT **	
			30	COMCAST-04/01-04/29 INTERNET		51-510-54-00-5440	118.43
			31	@ 610 TOWER		** COMMENT **	
				INVOICE TOTAL:			1,073.15 *
	052520-R.HARMON	04/30/20	01	WALGREENS-PRESCHOOL PHOTOS		79-795-56-00-5606	139.61
				INVOICE TOTAL:			139.61 *
	052520-R.MIKOLASEK-A	04/30/20	01	ILEAS CONFERENCE REGISTRATION		01-210-54-00-5412	-100.00
			02	REFUND-MIKOLESEK		** COMMENT **	
			03	KENDALL PRINT#20-0408-500		01-210-54-00-5430	452.80
			04	VEHICLE SEIZURE FORMS, 500		** COMMENT **	
			05	AUTHORIZATION TO RELEASE		** COMMENT **	
			06	IMPOUNDED VEHICLES, 500 NOTICE		** COMMENT **	
			07	OF HEARING FORMS		** COMMENT **	
			08	AMAZON-3 EXTERNAL DRIVES		01-210-56-00-5635	85.47
				INVOICE TOTAL:			438.27 *
	052520-S.REDMON	04/30/20	01	RUNCO-ENVELOPES		79-795-56-00-5610	139.94
			02	SMITHEREEN-MAR 2020 PEST		79-790-54-00-5495	88.00
			03	CONTROL		** COMMENT **	
			04	RUNCO-LABELS FOR VIRTUAL		79-795-56-00-5610	24.99
			05	PROGRAM MAILINGS		** COMMENT **	
			06	AT&T-02/24-03/23 INTERNET FOR		79-795-54-00-5440	78.53
			07	TOWN SQUARE SIGN		** COMMENT **	
			08	RAINOUT-RAINOUT LINE		79-795-54-00-5460	399.00
			09	ROCK'N'KIDS-KID ROCK WINTER		79-795-54-00-5462	144.00
			10	II CLASSES		** COMMENT **	
			11	ARNESON#284512-MAR 2020 GAS		79-790-56-00-5695	537.30
			12	ARAMARK#001592236882-MATS		79-790-56-00-5620	18.21
			13	ARAMARK#001592229564-MATS		79-790-56-00-5620	18.21
			14	ARAMARK#001592222015-MATS		79-790-56-00-5620	18.21
			15	ARAMARK#001592213963-MATS		79-790-56-00-5620	18.21
			16	AMAZON-LAPTOP MOUSE		79-795-56-00-5610	9.99
			17	SMITHEREEN-APR 2020 PEST		79-795-54-00-5495	67.00
			18	CONTROL		** COMMENT **	
			19	PROMO CHOICE-HAND SANITIZERS		79-795-56-00-5606	116.80
			20	FOR VIRTUAL GOODIE BAGS		** COMMENT **	
			21	4 ALL PROMOS-DRAWSTRING		79-795-56-00-5606	177.15
			22	BACKPACKS FOR VIRTUAL GOODIE		** COMMENT **	
			23	BAGS		** COMMENT **	
				INVOICE TOTAL:			1,855.54 *

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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

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900087	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-S.SLEEZER	04/30/20	01	GROUND EFFECT#427115-000-MULCH		79-790-56-00-5640	1,377.00
			02	GROUND EFFECT#427246-000-MULCH		79-790-56-00-5640	1,464.00
			03	GROUND EFFECT#426438-000-SOD		79-790-56-00-5640	708.36
			04	GROUND EFFECT#425898-000-STRAW		79-790-56-00-5640	441.60
			05	RUSS0-BACKPACK BLOWERS, PRUNER		79-790-56-00-5630	968.00
				INVOICE TOTAL:			4,958.96 *
	052520-T.NELSON-A	04/30/20	01	PITSTOP-03/13-04/09 RIVERFRONT		79-795-56-00-5620	262.00
			02	PORT-O-LET UPKEEP		** COMMENT **	
				INVOICE TOTAL:			262.00 *
	052520-T.SOELKE-A	04/30/20	01	KENDALL COUNTY FENCE-ROLLERS		23-216-56-00-5656	850.00
			02	FARM & FLEET-DRIVER BIT SETS,		52-520-60-00-6070	984.83
			03	CLAMPS, MALLETs, SCREWDRIVER		** COMMENT **	
			04	SETS, SOCKET SETS, WRENCH		** COMMENT **	
			05	KITS, PLIERS, MEASURING TAPES		** COMMENT **	
			06	HOME DEPO-SEARCH LIGHTS,		52-520-60-00-6070	811.85
			07	IMPACT SETS, RATCHETS		** COMMENT **	
			08	TARGET-DVD PLAYER		52-520-56-00-5620	43.49
				INVOICE TOTAL:			2,690.17 *
	052520-UCOY-A	04/30/20	01	ADVANCED DISPOSAL-MAR 2020		01-540-54-00-5442	104,825.93
			02	REFUSE SERVICE		** COMMENT **	
			03	ADVANCED DISPOSAL-MAR 2020		01-540-54-00-5441	3,003.29
			04	SENIOR REFUSE SERVICE		** COMMENT **	
				INVOICE TOTAL:			107,829.22 *
				CHECK TOTAL:			143,983.80
				TOTAL AMOUNT PAID:			143,983.80

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UNITED CITY OF YORKVILLE
PRE-CHECK RUN EDIT

FY 20

INVOICES DUE ON/BEFORE 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532756	AACVB	AURORA AREA CONVENTION						
	3/20-ALL	05/14/20	01	MAR 2020 ALL SEASONS HOTEL TAX	01-640-54-00-5481		36.33	
					INVOICE TOTAL:		36.33	*
	3/20-HAMPTON	05/14/20	01	MAR 2020 HAMPTON HOTEL TAX	01-640-54-00-5481		1,707.08	
					INVOICE TOTAL:		1,707.08	*
	3/20-SUPER	05/14/20	01	MAR 2020 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,244.48	
					INVOICE TOTAL:		1,244.48	*
	3/20-sunset	05/14/20	01	MAR 2020 SUNSET HOTEL TAX	01-640-54-00-5481		25.38	
					INVOICE TOTAL:		25.38	*
					CHECK TOTAL:		3,013.27	
532757	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	20-3338	04/28/20	01	SCADA SOFTWARE UPGRADE	51-510-56-00-5638		8,995.00	
					INVOICE TOTAL:		8,995.00	*
					CHECK TOTAL:		8,995.00	
532758	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	1039873-IN	04/17/20	01	BATTERIES	82-820-56-00-5621		140.00	
					INVOICE TOTAL:		140.00	*
	1040294-IN	04/20/20	01	LAMPS, BALLAST	23-216-56-00-5656		129.70	
					INVOICE TOTAL:		129.70	*
	1042494-IN	04/24/20	01	BALLAST KIT, PHOYO CONTROL,	01-410-56-00-5642		270.72	
			02	LAMPS	** COMMENT **			
					INVOICE TOTAL:		270.72	*
					CHECK TOTAL:		540.42	

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

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

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

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 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532759	ARNESON	ARNESON OIL COMPANY					
	287608	04/17/20	01	APR 2020 GASOLINE	51-510-56-00-5695		90.37
					INVOICE TOTAL:		90.37 *
	288204	04/24/20	01	APR 2020 DIESEL FUEL	01-410-56-00-5695		130.68
					INVOICE TOTAL:		130.68 *
					CHECK TOTAL:		221.05
532760	BATTERY S	BATTERY SERVICE CORPORATION					
	0061130	04/22/20	01	BATTERIES	01-410-56-00-5628		489.75
					INVOICE TOTAL:		489.75 *
					CHECK TOTAL:		489.75
532761	CALLONE	UNITED COMMUNICATION SYSTEMS					
	240612	05/15/20	01	APR 2020 ADMIN LINES	01-110-54-00-5440		473.08
			02	APR 2020 CITY HALL NORTEL	01-110-54-00-5440		188.28
			03	APR 2020 CITY HALL NORTEL	01-210-54-00-5440		188.28
			04	APR 2020 CITY HALL NORTEL	51-510-54-00-5440		188.28
			05	APR 2020 POLICE LINES	01-210-54-00-5440		-590.18
			06	APR 2020 CITY HALL FIRE	01-210-54-00-5440		712.01
			07	APR 2020 CITY HALL FIRE	01-110-54-00-5440		712.01
			08	APR 2020 PUBLIC WORKS LINES	51-510-54-00-5440		3,696.65
			09	APR 2020 SEWER DEPT LINES	52-520-54-00-5440		541.91
			10	APR 2020 TRAFFIC SIGNAL	01-410-54-00-5435		51.71
			11	MAINTENANCE	** COMMENT **		
			12	APR 2020 PARKS DEPT LINES	79-790-54-00-5440		72.90
			13	APR 2020 RECREATION DEPT	79-795-54-00-5440		299.17
			14	LINES	** COMMENT **		
					INVOICE TOTAL:		6,534.10 *
					CHECK TOTAL:		6,534.10

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

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

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

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

INVOICES DUE ON/BEFORE 05/26/2020

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532762	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	11446	02/27/20	01	PAPER TOWEL	52-520-56-00-5620		62.34
					INVOICE TOTAL:		62.34 *
					CHECK TOTAL:		62.34
532763	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	20955	04/27/20	01	GRAVEL	01-410-56-00-5620		819.05
					INVOICE TOTAL:		819.05 *
					CHECK TOTAL:		819.05
532764	COMED	COMMONWEALTH EDISON					
	0091033126-0420	04/29/20	01	03/31-04/29 AUTUMN CRK & RT34	23-216-54-00-5482		61.83
					INVOICE TOTAL:		61.83 *
	0185079109-0420	04/28/20	01	03/30-04/28 420 FAIRHAVEN	52-520-54-00-5480		155.74
					INVOICE TOTAL:		155.74 *
	0435113116-0420	05/01/20	01	04/01-04/30 RT34 & BEECHER	23-216-54-00-5482		50.72
					INVOICE TOTAL:		50.72 *
	0903040077-0420	04/28/20	01	03/13-04/28 MISC STREET LIGHTS	23-216-54-00-5482		3,070.11
					INVOICE TOTAL:		3,070.11 *
	0908014004-0420	04/29/20	01	03/31-04/29 6780 RT47	51-510-54-00-5480		119.64
					INVOICE TOTAL:		119.64 *
	0966038077-0420	04/27/20	01	03/27-04/27 456 KENNEDY RD	23-216-54-00-5482		145.18
					INVOICE TOTAL:		145.18 *
	1183088101-0420	04/24/20	01	03/26-04/24 1107 PRAIRIE LIFT	52-520-54-00-5480		107.64
					INVOICE TOTAL:		107.64 *
					CHECK TOTAL:		3,710.86

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
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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
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INVOICES DUE ON/BEFORE 05/26/2020

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532765	COMED	COMMONWEALTH EDISON					
	1251108256-0420	04/27/20	01	03/27-04/27 301 E HYDRAULIC	79-795-54-00-5480		54.36
					INVOICE TOTAL:		54.36 *
					CHECK TOTAL:		54.36
532766	COMED	COMMONWEALTH EDISON					
	1407125045-0420	04/30/20	01	04/01-04/30 1299 CAROLYN CT	52-520-54-00-5480		101.15
					INVOICE TOTAL:		101.15 *
	1647065335-0420	04/29/20	01	03/31-04/29 SARAVANOS PUMP	52-520-54-00-5480		196.72
					INVOICE TOTAL:		196.72 *
	1718099052-0420	04/24/20	01	03/26-04/24 872 PRAIRIE CR	52-520-54-00-5480		26.73
					INVOICE TOTAL:		26.73 *
	2019099044-0420	05/05/20	01	03/13-04/13 BRIDGE ST WELL	51-510-54-00-5480		54.12
					INVOICE TOTAL:		54.12 *
	2668047007-0420	04/24/20	01	03/26-04/24 1908 RAINTREE	51-510-54-00-5480		338.41
					INVOICE TOTAL:		338.41 *
	2947052031-0420	04/28/20	01	03/30-04/28 RIVER & RT47	23-216-54-00-5482		244.56
					INVOICE TOTAL:		244.56 *
	2961017043-0420	04/27/20	01	03/27-04/27 PRESTWICK LIFT	52-520-54-00-5480		140.88
					INVOICE TOTAL:		140.88 *
	3119142025-0420	04/27/20	01	03/27-04/27 VAN EMMON LOT	51-510-54-00-5480		20.44
					INVOICE TOTAL:		20.44 *
	4085080033-0420	04/27/20	01	03/27-04/27 1991 CANNONBALL TR	51-510-54-00-5480		406.97
					INVOICE TOTAL:		406.97 *
	4449087016-0430	05/05/20	01	03/27-04/27 MISC LIFT STATIONS	52-520-54-00-5480		1,349.54
					INVOICE TOTAL:		1,349.54 *

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 01-220 COMMUNITY DEVELOPMENT
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 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
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532766	COMED	COMMONWEALTH EDISON					
	4475093053-0420	04/28/20	01	03/30-04/28 610 TOWER LN	51-510-54-00-5480		179.88
					INVOICE TOTAL:		179.88 *
	6819027011-0420	05/04/20	01	03/27-04/28 MISC PR BUILDINGS	79-795-54-00-5480		276.77
					INVOICE TOTAL:		276.77 *
	7110074020-0420	04/27/20	01	03/27-04/27 104 E VAN EMMON	01-110-54-00-5480		270.39
					INVOICE TOTAL:		270.39 *
	7982120022-0420	04/28/20	01	03/30-04/28 609 N BRIDGE	01-110-54-00-5480		24.31
					INVOICE TOTAL:		24.31 *
					CHECK TOTAL:		3,630.87
532767	CONSTELL	CONSTELLATION NEW ENERGY					
	17313032801	04/29/20	01	03/30-04/28 COUNTRYSIDE PKWY	23-216-54-00-5482		119.75
					INVOICE TOTAL:		119.75 *
					CHECK TOTAL:		119.75
532768	COREMAIN	CORE & MAIN LP					
	M265905	04/29/20	01	27 510M METERS	51-510-56-00-5664		3,532.37
					INVOICE TOTAL:		3,532.37 *
	M266178	04/28/20	01	HANDHELD AUTOGUN REPAIR	51-510-54-00-5495		1,030.00
					INVOICE TOTAL:		1,030.00 *
	M271088	04/29/20	01	100CF METER & FLG SET	51-510-56-00-5664		1,538.39
					INVOICE TOTAL:		1,538.39 *
					CHECK TOTAL:		6,100.76
532769	DUTEK	THOMAS & JULIE FLETCHER					

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532769	DUTEK	THOMAS & JULIE FLETCHER					
	1010667	04/15/20	01	HOSE ASSEMBLY	01-410-56-00-5628		223.00
					INVOICE TOTAL:		223.00 *
					CHECK TOTAL:		223.00
532770	DYNEGY	DYNEGY ENERGY SERVICES					
	266978920041	05/04/20	01	03/27-04/29 2921 BRISTOL RDG	51-510-54-00-5480		3,804.51
					INVOICE TOTAL:		3,804.51 *
	266979120041	05/04/20	01	03/27-04/29 2224 TREMONT	51-510-54-00-5480		5,831.25
					INVOICE TOTAL:		5,831.25 *
	266979220051	05/04/20	01	03/30-04/29 610 TOWER WELLS	51-510-54-00-5480		6,026.44
					INVOICE TOTAL:		6,026.44 *
					CHECK TOTAL:		15,662.20
532771	ECO	ECO CLEAN MAINTENANCE INC					
	8708	04/30/20	01	APR 2020 OFFICE CLEANING	01-110-54-00-5488		1,005.00
			02	APR 2020 OFFICE CLEANING	01-210-54-00-5488		1,005.00
			03	APR 2020 OFFICE CLEANING	79-795-54-00-5488		525.00
			04	APR 2020 OFFICE CLEANING	79-790-54-00-5488		135.00
			05	APR 2020 OFFICE CLEANING	01-410-54-00-5488		65.00
			06	APR 2020 OFFICE CLEANING	51-510-54-00-5488		65.00
			07	APR 2020 OFFICE CLEANING	52-520-54-00-5488		65.00
					INVOICE TOTAL:		2,865.00 *
					CHECK TOTAL:		2,865.00
532772	EEI	ENGINEERING ENTERPRISES, INC.					
	68890	04/30/20	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		700.50
					INVOICE TOTAL:		700.50 *

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532772	EEI	ENGINEERING ENTERPRISES, INC.					
	68891	04/30/20	01 02	TRAFFIC CONTROL SIGNAGE AND MARKINGS	01-640-54-00-5465 ** COMMENT **		759.50
					INVOICE TOTAL:		759.50 *
	68893	04/30/20	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,325.75
					INVOICE TOTAL:		2,325.75 *
	68894	04/30/20	01	KENDALLWOOD ESTATES PUNCHLIST	01-640-54-00-5465		448.25
					INVOICE TOTAL:		448.25 *
	68895	04/30/20	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		76.50
					INVOICE TOTAL:		76.50 *
	68896	04/30/20	01	PRESTWICK	01-640-54-00-5465		388.50
					INVOICE TOTAL:		388.50 *
	68897	04/30/20	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465		104.00
					INVOICE TOTAL:		104.00 *
	68898	04/30/20	01 02	KENDALL MARKETPLACE RESIDENTIAL	01-640-54-00-5465 ** COMMENT **		1,086.94
					INVOICE TOTAL:		1,086.94 *
	68899	04/30/20	01 02	FOX ROAD JURISDICTIONAL TRANSFER	01-640-54-00-5465 ** COMMENT **		770.25
					INVOICE TOTAL:		770.25 *
					CHECK TOTAL:		6,660.19
532773	EEI	ENGINEERING ENTERPRISES, INC.					
	68901	04/30/20	01 02	FOUNTAIN VILLAGE COMPLETION OF IMPROVEMENTS	23-230-60-00-6023 ** COMMENT **		145.00
					INVOICE TOTAL:		145.00 *
					CHECK TOTAL:		145.00

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532774	EEI	ENGINEERING ENTERPRISES, INC.					
	68902	04/30/20	01	EAST ORANGE STREET WATER	51-510-60-00-6025		177.08
			02	MAIN REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		177.08 *
	68903	04/30/20	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		1,891.25
					INVOICE TOTAL:		1,891.25 *
	68904	04/30/20	01	RAINTREE VILLAGE-LENAR	01-640-54-00-5465		797.00
					INVOICE TOTAL:		797.00 *
	68905	04/30/20	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
	68906	04/30/20	01	2019-2020 BRIDGE INSPECTIONS	01-640-54-00-5465		49.25
					INVOICE TOTAL:		49.25 *
	68907	04/30/20	01	CHURCH STREET SANITARY SEWER	52-520-60-00-6025		90.55
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		90.55 *
	68908	04/30/20	01	FY 2021 BUDGET	01-640-54-00-5465		1,387.00
					INVOICE TOTAL:		1,387.00 *
	68911	04/30/20	01	FS PROPERTY - BOOMBAH	01-640-54-00-5465		208.00
					INVOICE TOTAL:		208.00 *
	68912	04/30/20	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		918.00
					INVOICE TOTAL:		918.00 *
	68914	04/30/20	01	GREENBRIAR RD ROADWAY	01-640-54-00-5465		2,690.00
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		2,690.00 *
	68915	04/30/20	01	2020 NPDES MS4 INSPECTION AND	01-640-54-00-5465		1,182.00

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532774	EEI	ENGINEERING ENTERPRISES, INC.					
	68915	04/30/20	02	ANNUAL REPORT	** COMMENT **		
					INVOICE TOTAL:		1,182.00 *
					CHECK TOTAL:		11,290.13
532775	EEI	ENGINEERING ENTERPRISES, INC.					
	68928	04/30/20	01	PUBLIC WORKS MATERIAL STORAGE	01-640-54-00-5465		94.00
			02	SHED	** COMMENT **		
					INVOICE TOTAL:		94.00 *
					CHECK TOTAL:		94.00
532776	EEI	ENGINEERING ENTERPRISES, INC.					
	68929	04/30/20	01	WELLS #8 & #9 WATER TREATMENT	51-510-60-00-6081		1,715.50
			02	PLANT CATION EXCHANGE MEDIA	** COMMENT **		
			03	REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		1,715.50 *
	68930	04/30/20	01	ELIZABETH STREET WATER MAIN	51-510-60-00-6025		7,397.50
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		7,397.50 *
	68943	04/30/20	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465		300.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		300.00 *
	68944	04/30/20	01	CALEDONIA PHASE 1-ENG	01-640-54-00-5465		400.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		400.00 *
	68945	04/30/20	01	GRANDE RESERVE UNIT 1-ENG	01-640-54-00-5465		400.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		400.00 *

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532776	EEI	ENGINEERING ENTERPRISES, INC.					
	68946	04/30/20	01	AUTUMN CREEK-ENG INSPECTIONS	01-640-54-00-5465		200.00
					INVOICE TOTAL:		200.00 *
	68947	04/30/20	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		400.00
					INVOICE TOTAL:		400.00 *
	68948	04/30/20	01	GRANDE RESERVE UNIT 3-ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		10,913.00
532777	FLATSOS	RAQUEL HERRERA					
	14849	04/24/20	01	2 NEW TIRES	79-790-54-00-5495		138.96
					INVOICE TOTAL:		138.96 *
					CHECK TOTAL:		138.96
532778	FLEX	FLEX BENEFIT SERVICE CORP.					
	125861464820	05/09/20	01	APR 2020 HRA ADMIN FEES	01-110-52-00-5216		20.00
			02	APR 2020 HRA ADMIN FEES	01-120-52-00-5216		10.00
			03	APR 2020 HRA ADMIN FEES	01-210-52-00-5216		100.00
			04	APR 2020 HRA ADMIN FEES	01-220-52-00-5216		20.00
			05	APR 2020 HRA ADMIN FEES	01-410-52-00-5216		6.67
			06	APR 2020 HRA ADMIN FEES	79-790-52-00-5216		27.50
			07	APR 2020 HRA ADMIN FEES	79-795-52-00-5216		22.50
			08	APR 2020 HRA ADMIN FEES	51-510-52-00-5216		16.67
			09	APR 2020 HRA ADMIN FEES	52-520-52-00-5216		11.66
			10	APR 2020 HRA ADMIN FEES	01-640-52-00-5240		30.00
			11	APR 2020 HRA ADMIN FEES	82-820-52-00-5216		20.00
			12	APR 2020 FSA ADMIN FEES	01-110-52-00-5216		12.00
			13	APR 2020 FSA ADMIN FEES	01-120-52-00-5216		4.00

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532778	FLEX	FLEX BENEFIT SERVICE CORP.					
	125861464820	05/09/20	14	APR 2020 FSA ADMIN FEES	01-210-52-00-5216		24.00
			15	APR 2020 FSA ADMIN FEES	01-220-52-00-5216		4.00
			16	APR 2020 FSA ADMIN FEES	01-410-52-00-5216		8.00
			17	APR 2020 FSA ADMIN FEES	51-510-52-00-5216		8.00
				INVOICE TOTAL:			345.00 *
				CHECK TOTAL:			345.00
532779	FOXVALSA	FOX VALLEY SANDBLASTING					
	42582	04/24/20	01	SANDBLAST & RECOAT CAPS &	79-790-54-00-5495		435.00
			02	CLAMPS	** COMMENT **		
				INVOICE TOTAL:			435.00 *
				CHECK TOTAL:			435.00
532780	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-147297	05/01/20	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		2,108.30
				INVOICE TOTAL:			2,108.30 *
	H-3586C-147298	05/01/20	01	NICHOLSON MATTERS	01-640-54-00-5461		176.00
				INVOICE TOTAL:			176.00 *
	H-3995C-147299	05/01/20	01	YMCA MATTERS	01-640-54-00-5461		22.00
				INVOICE TOTAL:			22.00 *
	H4412C-147296	05/01/20	01	GREEN ORGANICS MATTERS	01-640-54-00-5461		572.00
				INVOICE TOTAL:			572.00 *
				CHECK TOTAL:			2,878.30
532781	HAWKINS	HAWKINS INC					
	4709024	05/04/20	01	CHEMICALS	51-510-56-00-5638		949.72
				INVOICE TOTAL:			949.72 *
				CHECK TOTAL:			949.72

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532782	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	028937	04/30/20	01	REPLACE TRANS SHIFT CABLE	01-410-54-00-5490		2,171.18
					INVOICE TOTAL:		2,171.18 *
					CHECK TOTAL:		2,171.18
532783	IMPACT	IMPACT NETWORKING, LLC					
	1773006	04/28/20	01	03/29-04/28 COPIER CHARGES	01-110-54-00-5430		60.59
			02	03/29-04/28 COPIER CHARGES	01-120-54-00-5430		20.20
			03	03/29-04/28 COPIER CHARGES	01-220-54-00-5430		37.68
			04	03/29-04/28 COPIER CHARGES	01-210-54-00-5430		74.37
			05	03/29-04/28 COPIER CHARGES	01-410-54-00-5462		4.47
			06	03/29-04/28 COPIER CHARGES	51-510-54-00-5430		4.47
			07	03/29-04/28 COPIER CHARGES	52-520-54-00-5430		4.46
			08	03/29-04/28 COPIER CHARGES	79-790-54-00-5462		64.50
			09	03/29-04/28 COPIER CHARGES	79-795-54-00-5462		64.50
					INVOICE TOTAL:		335.24 *
	1780024	05/01/20	01	02/01-04/30 PRINTER CHARGES	01-210-54-00-5430		2.25
			02	02/01-04/30 PRINTER CHARGES	01-110-54-00-5430		17.11
			03	02/01-04/30 PRINTER CHARGES	01-120-54-00-5430		31.12
			04	02/01-04/30 PRINTER CHARGES	79-790-54-00-5430		0.93
			05	02/01-04/30 UB PRINTER CHARGES	01-120-54-00-5430		12.41
			06	02/01-04/30 UB PRINTER CHARGES	51-510-54-00-5430		16.64
			07	02/01-04/30 UB PRINTER CHARGES	52-520-54-00-5430		7.76
					INVOICE TOTAL:		88.22 *
					CHECK TOTAL:		423.46
532784	JACKHIRS	JACKSON-HIRSH, INC.					
	1028999	04/30/20	01	LAMINATING SHEETS	79-795-56-00-5610		46.48
					INVOICE TOTAL:		46.48 *
					CHECK TOTAL:		46.48

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532785	KLIMEKD	MICHAEL & DANIELLE KLIMEK					
	178744	05/13/20	01	SOCCER LEAGUE FEE REFUND	79-000-44-00-4404	COVID-19	170.00
						INVOICE TOTAL:	170.00 *
					CHECK TOTAL:		170.00
532786	LENNAR	LENNAR CHICAGO, INC					
	2020 REIMB	05/05/20	01	FY 2020 RAINTREE OFF-SITE	52-520-75-00-7500		30,947.57
			02	SANITARY REIMBURSEMENT FINAL	** COMMENT **		
			03	PAYMENT	** COMMENT **		
						INVOICE TOTAL:	30,947.57 *
					CHECK TOTAL:		30,947.57
532787	MENLAND	MENARDS - YORKVILLE					
	81601	04/21/20	01	TRANSPORT CHAIN, RATCHET	52-520-60-00-6070		178.97
			02	BINDER	** COMMENT **		
						INVOICE TOTAL:	178.97 *
	81618	04/21/20	01	BARB COUPLING, ROUNDUP	01-410-56-00-5620		41.66
						INVOICE TOTAL:	41.66 *
	81619	04/21/20	01	BOARDS, NUTS, WASHERS, BOLTS	79-790-56-00-5640		68.63
						INVOICE TOTAL:	68.63 *
					CHECK TOTAL:		289.26
532788	MENLAND	MENARDS - YORKVILLE					
	81746	04/23/20	01	CONCRETE, CEMENT	79-790-56-00-5640		211.47
						INVOICE TOTAL:	211.47 *
					CHECK TOTAL:		211.47

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532789	MENLAND	MENARDS - YORKVILLE					
	81748	04/23/20	01	CREDIT FOR RETURNED CONCRETE	79-790-56-00-5640		-2.52
					INVOICE TOTAL:		-2.52 *
	81765	04/23/20	01	TIEDOWN, FLANGE	01-410-56-00-5620		15.97
					INVOICE TOTAL:		15.97 *
	81828	04/24/20	01	SMART STRAW, BRAKELEEN, TACK	52-520-56-00-5620		51.56
			02	SPRAY, OIL-THREAD CUTTING	** COMMENT **		
					INVOICE TOTAL:		51.56 *
	81846-20	04/24/20	01	OIL-DRY	52-520-56-00-5620		19.96
					INVOICE TOTAL:		19.96 *
	82094	04/27/20	01	CABLE TIES	52-520-56-00-5620		30.47
					INVOICE TOTAL:		30.47 *
	82170	04/28/20	01	CUTTING & GRNDING WHEEL	79-790-56-00-5620		28.77
					INVOICE TOTAL:		28.77 *
	82180	04/28/20	01	TOP SOIL	52-520-56-00-5620		1.29
					INVOICE TOTAL:		1.29 *
	82183	04/28/20	01	AIR FRESHNERS	52-520-56-00-5620		6.35
					INVOICE TOTAL:		6.35 *
	82228	04/29/20	01	ANT KILLER & BAIT	23-216-56-00-5656		20.96
					INVOICE TOTAL:		20.96 *
	82267	04/29/20	01	SANDWICH BAGS, IRON OUT	51-510-56-00-5620		55.08
					INVOICE TOTAL:		55.08 *
	82316	04/30/20	01	BRUSH, EXTENSION HANDLE, HOUSE	52-520-56-00-5620		42.94
			02	WASH	** COMMENT **		
					INVOICE TOTAL:		42.94 *

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532789	MENLAND	MENARDS - YORKVILLE					
	82407-20	05/01/20	01	WEEDER	52-520-56-00-5630		9.96
					INVOICE TOTAL:		9.96 *
					CHECK TOTAL:		280.79
532790	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV016374	04/30/20	01	1299 CAROLINE CT PUMP REPAIR	52-520-54-00-5444		5,585.00
					INVOICE TOTAL:		5,585.00 *
					CHECK TOTAL:		5,585.00
532791	MIDWSALT	MIDWEST SALT					
	P451298	03/31/20	01	BULK ROCK SALT	51-510-56-00-5638		2,451.40
					INVOICE TOTAL:		2,451.40 *
	P451594	04/29/20	01	BULK ROCK SALT	51-510-56-00-5638		2,719.15
					INVOICE TOTAL:		2,719.15 *
					CHECK TOTAL:		5,170.55
532792	MONTGLAN	MONTGOMERY LANDSCAPING					
	9446	04/29/20	01	TANDEM DIRT	51-510-56-00-5620		87.50
			02	TANDEM DIRT	01-410-56-00-5620		87.50
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
532793	NICOR	NICOR GAS					
	00-41-22-8748 4-0420	05/04/20	01	04/02-05/02 1107 PRAIRIE LN	01-110-54-00-5480		44.21
					INVOICE TOTAL:		44.21 *

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532793	NICOR	NICOR GAS					
	12-43-53-5625	3-0420	05/05/20	01 04/03-05/03 609 N BRIDGE	01-110-54-00-5480		42.77
					INVOICE TOTAL:		42.77 *
	15-41-50-1000	6-0420	05/05/20	01 04/20-05/02 804 GAME FARM RD	01-110-54-00-5480		262.31
					INVOICE TOTAL:		262.31 *
	15-64-61-3532	5-0420	05/04/20	01 04/02-05/02 1991 CANNONBALL TR	01-110-54-00-5480		40.89
					INVOICE TOTAL:		40.89 *
	20-52-56-2042	1-0420	04/30/20	01 03/30-04/29 420 FAIRHAVEN	01-110-54-00-5480		119.55
					INVOICE TOTAL:		119.55 *
	23-45-91-4862	5-0420	05/05/20	01 04/03-05/03 101 BRUELL ST	01-110-54-00-5480		122.88
					INVOICE TOTAL:		122.88 *
	40-52-64-8356	1 - 04	05/08/20	01 04/06-05/06 102 E VAN EMMON	01-110-54-00-5480		227.98
					INVOICE TOTAL:		227.98 *
	46-69-47-6727	1-0420	05/08/20	01 04/07-05/08 1975 BRIDGE ST	01-110-54-00-5480		119.32
					INVOICE TOTAL:		119.32 *
	61-60-41-100	9-0420	05/07/20	01 04/03-05/03 610 TOWER LN	01-110-54-00-5480		171.47
					INVOICE TOTAL:		171.47 *
	62-37-86-4779	6-0420	05/08/20	01 04/07-05/08 185 WOLF ST	01-110-54-00-5480		106.24
					INVOICE TOTAL:		106.24 *
	66-70-44-6942	9-0420	05/08/20	01 04/07-05/08 1908 RAINTREE RD	01-110-54-00-5480		120.31
					INVOICE TOTAL:		120.31 *
	80-56-05-1157	0-0420	05/08/20	01 04/07-05/08 2512 ROSEMONT	01-110-54-00-5480		44.73
					INVOICE TOTAL:		44.73 *
	83-80-00-1000	7-0420	05/07/20	01 04/03-05/03 610 TOWER UNIT B	01-110-54-00-5480		117.85
					INVOICE TOTAL:		117.85 *

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532793	NICOR	NICOR GAS					
	91-85-68-4012	8-0420	05/05/20	01 04/02-05/02 902 GAME FARM RD	82-820-54-00-5480		803.96
					INVOICE TOTAL:		803.96 *
	95-16-10-1000	4-0420	05/05/20	01 04/03-05/05 1 rt47	01-110-54-00-5480		37.53
					INVOICE TOTAL:		37.53 *
					CHECK TOTAL:		2,382.00
532794	PARKVIEW	PARKVIEW CHRISTIAN ACADEMY					
	178682		05/08/20	01 PARK RENTAL RESERVATION REFUND	79-000-48-00-4825 COVID-19		135.00
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
532795	PERFCONS	PERFORMANCE CONSTRUCTION &					
	RETAINAGE		05/06/20	01 ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6025		5,530.71
				02 #5 AND FINAL EAST ORANGE	** COMMENT **		
				03 STREET WATER MAIN IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		5,530.71 *
					CHECK TOTAL:		5,530.71
532796	R0001975	RYAN HOMES					
	2072 SQUIRE		05/14/20	01 CANCELLED PERMIT#20200132 RFND	01-000-42-00-4210		1,750.20
				02 CANCELLED PERMIT#20200132 RFND	51-000-44-00-4430		550.00
				03 CANCELLED PERMIT#20200132 RFND	52-000-44-00-4455		500.00
				04 CANCELLED PERMIT#20200132 RFND	42-000-42-00-4208		25.00
				05 CANCELLED PERMIT#20200132 RFND	25-000-42-00-4219		700.00
				06 CANCELLED PERMIT#20200132 RFND	25-000-42-00-4215		300.00
				07 CANCELLED PERMIT#20200132 RFND	84-000-42-00-4214		500.00
				08 CANCELLED PERMIT#20200132 RFND	25-000-42-00-4220		50.00

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532796	R0001975	RYAN HOMES					
	2072 SQUIRE	05/14/20	09	CANCELLED PERMIT#20200132 RFND	25-000-42-00-4218		100.00
			11	CANCELLED PERMIT#20200132 RFND	23-000-42-00-4222		2,000.00
				INVOICE TOTAL:			6,475.20 *
	2076 SQUIRE CR	05/14/20	01	CANCELLED PERMIT#20200099 RFND	01-000-42-00-4210		1,662.00
			02	CANCELLED PERMIT#20200099 RFND	51-000-44-00-4430		550.00
			03	CANCELLED PERMIT#20200099 RFND	52-000-44-00-4455		500.00
			04	CANCELLED PERMIT#20200099 RFND	42-000-42-00-4208		25.00
			05	CANCELLED PERMIT#20200099 RFND	25-000-42-00-4219		700.00
			06	CANCELLED PERMIT#20200099 RFND	25-000-42-00-4215		300.00
			07	CANCELLED PERMIT#20200099 RFND	84-000-42-00-4214		500.00
			08	CANCELLED PERMIT#20200099 RFND	25-000-42-00-4220		50.00
			09	CANCELLED PERMIT#20200099 RFND	25-000-42-00-4218		100.00
			11	CANCELLED PERMIT#20200099 RFND	23-000-42-00-4222		2,000.00
				INVOICE TOTAL:			6,387.00 *
	2810 SHERIDAN	05/14/20	01	CANCELLED PERMIT#20190005 RFND	01-000-42-00-4210		1,370.20
			02	CANCELLED PERMIT#20190005 RFND	51-000-44-00-4430		550.00
			03	CANCELLED PERMIT#20190005 RFND	52-000-44-00-4455		500.00
			04	CANCELLED PERMIT#20190005 RFND	42-000-42-00-4208		25.00
			05	CANCELLED PERMIT#20190005 RFND	25-000-42-00-4219		700.00
			06	CANCELLED PERMIT#20190005 RFND	25-000-42-00-4215		300.00
			07	CANCELLED PERMIT#20190005 RFND	84-000-42-00-4214		500.00
			08	CANCELLED PERMIT#20190005 RFND	25-000-42-00-4220		50.00
			09	CANCELLED PERMIT#20190005 RFND	25-000-42-00-4218		100.00
			11	CANCELLED PERMIT#20190005 RFND	23-000-42-00-4222		2,000.00
				INVOICE TOTAL:			6,095.20 *
				CHECK TOTAL:			18,957.40
532797	R0002054	TADD GIBSON					
	178676	05/07/20	01	BRIDGE TOURNAMENT REFUND	79-000-44-00-4402	COVID-19	400.00
				INVOICE TOTAL:			400.00 *
				CHECK TOTAL:			400.00

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532798	R0002240	KATHLEEN SANTORIA					
	178571	04/28/20	01	BRIDGE TOURNAMENT REFUND	79-000-44-00-4402		350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
532799	R0002340	PATTY DAW					
	178544	04/24/20	01	BUNNY BREAKFAST REFUND	79-000-44-00-4402		6.00
					INVOICE TOTAL:		6.00 *
					CHECK TOTAL:		6.00
532800	R0002361	CEMENTRIX CONCRETE					
	2020-0299	05/11/20	01	REFUND BUILDING PERMIT FOR	01-000-42-00-4210		50.00
			02	2485 ELLSWORTH	** COMMENT **		
					INVOICE TOTAL:		50.00 *
	2020-0373	05/11/20	01	REFUND BUILD PERMIT FOR 662	01-000-42-00-4210		50.00
			02	KENTSHIRE	** COMMENT **		
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		100.00
532801	R0002362	LYNEEN GERL					
	178686	05/08/20	01	BASEBALL LAEGUE REFUND	79-000-44-00-4404 COVID-19		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
532802	R0002364	SCOTT DUDZINSKI					
	178394	04/06/20	01	BRIDGE TOURNAMENT REFUND	79-000-44-00-4402		400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		400.00

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532803	R0002365	MARIJO KING					
	178648	05/05/20	01	SPRING SOCCER REFUND	79-000-44-00-4404	COVID-19	50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		50.00
532804	REALMNGE	REAL MANAGE					
	MGMT-2020M4-YORKVILL	04/01/20	01	APR 2020 MANAGEMENT FEES	12-112-54-00-5462		248.07
			02	APR 2020 MANAGEMENT FEES	11-111-54-00-5462		248.06
						INVOICE TOTAL:	496.13 *
	MGMT1-2020M1-YORKVIL	01/01/20	01	JAN 2020 MANAGEMENT FEES	12-112-54-00-5462		248.06
			02	JAN 2020 MANAGEMENT FEES	11-111-54-00-5462		248.07
						INVOICE TOTAL:	496.13 *
					CHECK TOTAL:		992.26
532805	REINDERS	REINDERS, INC.					
	1824484-00	04/23/20	01	SPRING TIME	79-790-56-00-5640		286.26
						INVOICE TOTAL:	286.26 *
					CHECK TOTAL:		286.26
D001648	SCOTTTR	TREVOR SCOTT					
	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
D001649	SOELKET	TOM SOELKE					
	050420	05/04/20	01	MILEAGE REIMBURSEMENT TO DROP	52-520-54-00-5415		46.34

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
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01-640 ADMINISTRATIVE SERVICES

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79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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

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UNITED CITY OF YORKVILLE
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FY 20

INVOICES DUE ON/BEFORE 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001649	SOELKET	TOM SOELKE					
	050420	05/04/20	02	CITY TRUCK FOR REPAIR	** COMMENT **		
					INVOICE TOTAL:		46.34 *
					DIRECT DEPOSIT TOTAL:		46.34
532806	SUBURLAB	SUBURBAN LABORATORIES INC.					
	175880	04/30/20	01	COLIFORM	51-510-54-00-5429		507.00
					INVOICE TOTAL:		507.00 *
					CHECK TOTAL:		507.00
532807	TODAYS	TODAY'S BUSINESS SOLUTIONS INC					
	012020-60	01/23/20	01	COST OF FAXES FOR LIBRARY FOR	82-820-54-00-5462		19.20
			02	OCT 2019-DEC 2019	** COMMENT **		
					INVOICE TOTAL:		19.20 *
					CHECK TOTAL:		19.20
532808	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	103909	04/27/20	01	STREET SIGNS	01-410-56-00-5619		161.05
					INVOICE TOTAL:		161.05 *
	103910	04/27/20	01	HYDRANT FLUSHING SIGNS	51-510-56-00-5640		235.30
					INVOICE TOTAL:		235.30 *
					CHECK TOTAL:		396.35
532809	TRICO	TRICO MECHANICAL , INC					
	5330	04/29/20	01	AIR CONDITIONER REPAIR AT	23-216-54-00-5446		494.01
			02	CITY HALL	** COMMENT **		
					INVOICE TOTAL:		494.01 *

01-110 ADMINISTRATION
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PRE-CHECK RUN EDIT

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INVOICES DUE ON/BEFORE 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532809	TRICO	TRICO MECHANICAL , INC					
	5331	04/29/20	01	AIR CONDITIONER REPAIR AT	23-216-54-00-5446		816.00
			02	CITY HALL	** COMMENT **		
					INVOICE TOTAL:		816.00 *
	5334	04/30/20	01	AIR CONDITIONER REPAIR AT	23-216-54-00-5446		2,774.00
			02	CITY HALL	** COMMENT **		
					INVOICE TOTAL:		2,774.00 *
					CHECK TOTAL:		4,084.01
532810	YORKACE	YORKVILLE ACE & RADIO SHACK					
	170662	04/08/20	01	KEY	79-790-56-00-5640		3.99
					INVOICE TOTAL:		3.99 *
					CHECK TOTAL:		3.99
532811	YOUNGM	MARLYS J. YOUNG					
	042120	04/09/20	01	04/21/20 UNIFIED DEVELOPMENT	01-110-54-00-5462		54.25
			02	MEETING MINUTES	** COMMENT **		
					INVOICE TOTAL:		54.25 *
					CHECK TOTAL:		54.25
					TOTAL CHECKS PAID:		167,266.27
					TOTAL DEPOSITS PAID:		91.34
					TOTAL AMOUNT PAID:		167,357.61

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UNITED CITY OF YORKVILLE
PRE-CHECK RUN EDIT

FY 21

INVOICES DUE ON/BEFORE 05/12/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001647	YBSD	YORKVILLE BRISTOL					
	0320SF	05/08/20	01	MAR 2020 SANITARY FEES	95-000-24-00-2450		272,205.98
					INVOICE TOTAL:		272,205.98 *
					DIRECT DEPOSIT TOTAL:		272,205.98

TOTAL CHECKS PAID:	0.00
TOTAL DEPOSITS PAID:	272,205.98
TOTAL AMOUNT PAID:	272,205.98

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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 21

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900088	FNBO	FIRST NATIONAL BANK OMAHA			05/25/20		
	052520-A.SIMMONS-B	04/30/20	01	QUADIENT-MAY-JUL 2020 POSTAGE		01-120-54-00-5485	161.97
			02	MACHINE LEASE		** COMMENT **	
			03	ADS-MAY-JUN 2020 ALARM		23-216-54-00-5446	352.96
			04	MONITORING @ 800 GAME FARM RD		** COMMENT **	
			05	ADS-MAY-JUL 2020 ALARM		23-216-54-00-5446	223.83
			06	MONITORING @ 102 E VAN EMMON		** COMMENT **	
				INVOICE TOTAL:			738.76 *
	052520-E.TOPPER-B	04/30/20	01	TRIBUNE-SUBSCRIPTION RENEWALS		82-820-54-00-5460	171.80
			02	BREAKOUT-EDU KIT REFUND		82-000-24-00-2480	-160.88
				INVOICE TOTAL:			10.92 *
	052520-K.GREGORY-B	04/30/20	01	MINER#100594-MAY 2020 MANAGED		01-410-54-00-5462	366.85
			02	SERVICES RADIO		** COMMENT **	
			03	MINER#100594-MAY 2020 MANAGED		51-510-54-00-5462	430.65
			04	SERVICES RADIO		** COMMENT **	
			05	MINER#100594-MAY 2020 MANAGED		52-520-54-00-5462	287.10
			06	SERVICES RADIO		** COMMENT **	
			07	MINER#100594-MAY 2020 MANAGED		79-790-54-00-5462	510.40
			08	SERVICES RADIO		** COMMENT **	
				INVOICE TOTAL:			1,595.00 *
	052520-L.PICKERING-B	04/30/20	01	TRIBUNE-GAS-N-WASH BACKUP SSA		90-144-00-00-0011	427.44
			02	PUBLIC HEARING		** COMMENT **	
				INVOICE TOTAL:			427.44 *
				CHECK TOTAL:			2,772.12
				TOTAL AMOUNT PAID:			2,772.12

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001650	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	JUNE 2020	05/15/20	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		769.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR JUNE 2020	** COMMENT **		
				INVOICE TOTAL:			769.00 *
				DIRECT DEPOSIT TOTAL:			769.00
532813	ATT	AT&T					
	6305536805-0520	04/25/20	01	04/25-05/24 SERVICE	51-510-54-00-5440		391.73
				INVOICE TOTAL:			391.73 *
				CHECK TOTAL:			391.73
532814	BATTERY S	BATTERY SERVICE CORPORATION					
	0061728	05/08/20	01	BATTERY	01-410-56-00-5628		94.95
				INVOICE TOTAL:			94.95 *
				CHECK TOTAL:			94.95
532815	BCBS	BLUE CROSS BLUE SHIELD					
	050820	05/08/20	01	JUN 2020 HEALTH INS	01-110-52-00-5216		7,400.03
			02	JUN 2020 HEALTH INS	01-120-52-00-5216		4,044.14
			03	JUN 2020 HEALTH INS	01-210-52-00-5216		49,444.68
			04	JUN 2020 HEALTH INS	01-220-52-00-5216		6,620.22
			05	JUN 2020 HEALTH INS	01-410-52-00-5216		10,163.45
			06	JUN 2020 HEALTH INS	01-640-52-00-5240		11,216.92
			07	JUN 2020 HEALTH INS	79-790-52-00-5216		12,443.25
			08	JUN 2020 HEALTH INS	79-795-52-00-5216		6,882.73
			09	JUN 2020 HEALTH INS	51-510-52-00-5216		8,506.71
			10	JUN 2020 HEALTH INS	52-520-52-00-5216		6,510.80
			11	JUN 2020 HEALTH INS	82-820-52-00-5216		5,243.88

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 05/26/2020

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532815	BCBS	BLUE CROSS BLUE SHIELD					
	050820	05/08/20	12	APR 2020 HEALTH INS-T.SCOTT	79-790-52-00-5223		37.40
					INVOICE TOTAL:		128,514.21 *
					CHECK TOTAL:		128,514.21
532816	BKFD	BRISTOL KENDALL FIRE DEPART.					
	043020-DEV	05/15/20	01	FEB-APR 2020 DEVELOPMENT FEES	95-000-24-00-2452		14,500.00
					INVOICE TOTAL:		14,500.00 *
					CHECK TOTAL:		14,500.00
532817	DEARNATI	DEARBORN LIFE INS. COMPANY					
	050820	05/08/20	01	JUNE 2020 VISION INS	01-110-52-00-5224		94.15
			02	JUNE 2020 VISION INS	01-120-52-00-5224		58.95
			03	JUNE 2020 VISION INS	01-210-52-00-5224		524.48
			04	JUNE 2020 VISION INS	01-220-52-00-5224		90.06
			05	JUNE 2020 VISION INS	01-410-52-00-5224		95.75
			06	JUNE 2020 VISION INS	01-640-52-00-5242		198.94
			07	JUNE 2020 VISION INS	79-790-52-00-5224		128.12
			08	JUNE 2020 VISION INS	79-795-52-00-5224		85.00
			09	JUNE 2020 VISION INS	51-510-52-00-5224		99.02
			10	JUNE 2020 VISION INS	52-520-52-00-5224		66.26
			11	JUNE 2020 VISION INS	82-820-52-00-5224		84.33
					INVOICE TOTAL:		1,525.06 *
					CHECK TOTAL:		1,525.06
532818	EEI	ENGINEERING ENTERPRISES, INC.					
	68900	04/30/20	01	TIMBER GLENN SUBDIVISION	90-114-00-00-0111		1,687.50
					INVOICE TOTAL:		1,687.50 *
	68909	04/30/20	01	GRANDE RESERVE-UNIT 26 & 27	90-147-00-00-0111		394.77
					INVOICE TOTAL:		394.77 *

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532818	EEI	ENGINEERING ENTERPRISES, INC.					
	68910	04/30/20	01	LOT 1 KENDALL MARKETPLACE	90-150-00-00-0111		197.00
					INVOICE TOTAL:		197.00 *
	68913	04/30/20	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		1,238.25
					INVOICE TOTAL:		1,238.25 *
	68931	04/30/20	01	GAS-N-WASH - O'KEEFE	90-144-00-00-0111		4,792.75
					INVOICE TOTAL:		4,792.75 *
	68932	04/30/20	01	132 COMMERCIAL DRIVE-MORTON	90-140-00-00-0111		132.25
			02	BUILDINGS	** COMMENT **		
					INVOICE TOTAL:		132.25 *
	68933	04/30/20	01	LOT 103 KENDALL MARKETPLACE	90-153-00-00-0111		507.25
					INVOICE TOTAL:		507.25 *
	68934	04/30/20	01	BRENART EYE CARE BUILDING	90-155-00-00-0111		2,063.25
			02	ADDITION	** COMMENT **		
					INVOICE TOTAL:		2,063.25 *
	68935	04/30/20	01	POPEYES-LOT 4 MENARDS COMMONS	90-156-00-00-0111		4,659.75
					INVOICE TOTAL:		4,659.75 *
	68936	04/30/20	01	1602 N BRIDGE STREET	90-157-00-00-0111		37.25
					INVOICE TOTAL:		37.25 *
					CHECK TOTAL:		15,710.02
532819	ESTILUNV	EASTERN ILLINOIS UNIVERSITY					
	20-21 DUES	05/14/20	01	IL MUNICIPAL TREASURER'S	01-120-54-00-5460		90.00
			02	ASSOCIATION DUES RENEWAL	** COMMENT **		
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00

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532820	IMPERIAL	IMPERIAL SERVICE SYSTEMS, INC					
	MAR 2020 REBATE	05/11/20	01	MAR 2020 BUSINESS DIST REBATE	01-000-24-00-2488		1,809.82
					INVOICE TOTAL:		1,809.82 *
					CHECK TOTAL:		1,809.82
532821	ITRON	ITRON					
	555744	05/12/20	01	JUNE 2020 HOSTING SERVICES	51-510-54-00-5462		624.39
					INVOICE TOTAL:		624.39 *
					CHECK TOTAL:		624.39
532822	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/20	05/11/20	01	MAR 2020 BUSINESS DIST REBATE	01-000-24-00-2487		1,860.01
					INVOICE TOTAL:		1,860.01 *
					CHECK TOTAL:		1,860.01
532823	MENLAND	MENARDS - YORKVILLE					
	82686	05/04/20	01	TOILET SEAT	52-520-56-00-5620		21.99
					INVOICE TOTAL:		21.99 *
	82754	05/05/20	01	GREASE GUN, BULBS, TROUBLE	52-520-56-00-5620		48.96
			02	LIGHT	** COMMENT **		
					INVOICE TOTAL:		48.96 *
	82757	05/05/20	01	TRIM SPOOL, PLIERS, GLOVES,	01-410-56-00-5628		41.33
			02	FUEL LINE COMBO	** COMMENT **		
					INVOICE TOTAL:		41.33 *
	82829-20	05/06/20	01	BED LINER KIT	52-520-56-00-5628		74.99
					INVOICE TOTAL:		74.99 *

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532823	MENLAND	MENARDS - YORKVILLE					
	82843	05/06/20	01	SCREWDRIVER	51-510-56-00-5630		3.96
					INVOICE TOTAL:		3.96 *
					CHECK TOTAL:		191.23
532824	METLIFE	METLIFE SMALL BUSINESS CENTER					
	051420	05/14/20	01	MAY 2020 DENTAL INS	01-110-52-00-5223		590.77
			02	MAY 2020 DENTAL INS	01-120-52-00-5223		383.67
			03	MAY 2020 DENTAL INS	01-210-52-00-5223		3,308.84
			04	MAY 2020 DENTAL INS	01-220-52-00-5223		542.10
			05	MAY 2020 DENTAL INS	01-410-52-00-5223		610.23
			06	MAY 2020 DENTAL INS	01-640-52-00-5241		1,159.65
			07	MAY 2020 DENTAL INS	79-790-52-00-5223		809.03
			08	MAY 2020 DENTAL INS	79-795-52-00-5223		525.67
			09	MAY 2020 DENTAL INS	51-510-52-00-5223		606.48
			10	MAY 2020 DENTAL INS	52-520-52-00-5223		418.39
			11	MAY 2020 DENTAL INS	82-820-52-00-5223		526.83
					INVOICE TOTAL:		9,481.66 *
					CHECK TOTAL:		9,481.66
532825	MIDWSALT	MIDWEST SALT					
	P451713	05/11/20	01	BULK ROCK SALT	51-510-56-00-5638		2,523.99
					INVOICE TOTAL:		2,523.99 *
					CHECK TOTAL:		2,523.99
532826	MONTRK	MONROE TRUCK EQUIPMENT					
	77486	05/04/20	01	SNOWPLOW	52-520-60-00-6070		6,941.00
					INVOICE TOTAL:		6,941.00 *
	77625	05/04/20	01	LIFTGATE	52-520-60-00-6070		4,223.00
					INVOICE TOTAL:		4,223.00 *
					CHECK TOTAL:		11,164.00

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95-XXX ESCROW DEPOSIT

DATE: 05/19/20
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UNITED CITY OF YORKVILLE
PRE-CHECK RUN EDIT

FY 21

INVOICES DUE ON/BEFORE 05/26/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532827	NEOUSA	QUADIENT, INC					
	051120	05/11/20	01	POSTAGE METER REFILL	79-000-14-00-1410		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
532828	OSWEFIRE	OSWEGO FIRE PROTECTION DIST.					
	043020-DEV	05/15/20	01	FEB-APR 2020 DEVELOPMENT FEES	95-000-24-00-2456		1,827.00
					INVOICE TOTAL:		1,827.00 *
					CHECK TOTAL:		1,827.00
532829	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1676	05/05/20	01	PRESCHOOL GRADUATION SIGNS	79-795-56-00-5606		368.00
					INVOICE TOTAL:		368.00 *
					CHECK TOTAL:		368.00
532830	R0001975	RYAN HOMES					
	2072 SQUIRE-B	05/14/20	01	CANCELLED PERMIT#20200132 RFND	95-000-24-00-2452		850.00
					INVOICE TOTAL:		850.00 *
	2076 SQUIRE-B	05/14/20	01	CANCELLED PERMIT#20200099 RFND	95-000-24-00-2452		850.00
					INVOICE TOTAL:		850.00 *
	2810 SHERIDAN-A	05/14/20	01	CANCELLED PERMIT#20190005 RFND	95-000-24-00-2456		182.70
					INVOICE TOTAL:		182.70 *
	383 FONTANA	05/04/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *
					CHECK TOTAL:		9,382.70

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532831	R0002288	LENNAR					
	1858 WREN	05/11/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
532832	R0002358	DAN & ALLISON BIKUS					
	042920	04/29/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		234.31
			02	BILL FOR ACCT#0101251500-02	** COMMENT **		
					INVOICE TOTAL:		234.31 *
					CHECK TOTAL:		234.31
532833	R0002359	LOUIS MIRANDA					
	043020	05/11/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		652.88
			02	BILL FOR ACCT#0102590411-00	** COMMENT **		
					INVOICE TOTAL:		652.88 *
					CHECK TOTAL:		652.88
532834	R0002360	PATRICIA PARIS					
	043020	04/30/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		224.64
			02	BILL FOR ACCT#0103443250-01	** COMMENT **		
					INVOICE TOTAL:		224.64 *
					CHECK TOTAL:		224.64
D001651	YBSD	YORKVILLE BRISTOL					
	2020.007	05/14/20	01	MAY 2020 LANDFILL EXPENSE	51-510-54-00-5445		12,477.50
					INVOICE TOTAL:		12,477.50 *
	420SF	05/08/20	01	APR 2020 SANITARY FEES	95-000-24-00-2450		264,510.98
					INVOICE TOTAL:		264,510.98 *

01-110 ADMINISTRATION
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D001651	YBSD	YORKVILLE BRISTOL					
	MAR-APR FEES	05/14/20	01	MAR-APR 2020 PERMIT FEES	95-000-24-00-2454		5,600.00
					INVOICE TOTAL:		5,600.00 *
					DIRECT DEPOSIT TOTAL:		282,588.48
532835	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	043020-LC	05/15/20	01	FEB-APR 2020 LAND CASH	95-000-24-00-2453		35,847.94
					INVOICE TOTAL:		35,847.94 *
					CHECK TOTAL:		35,847.94
					TOTAL CHECKS PAID:		242,518.54
					TOTAL DEPOSITS PAID:		283,357.48
					TOTAL AMOUNT PAID:		525,876.02

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UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 15, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,900.00	-	3,900.00	-	298.35	4,198.35
ADMINISTRATION	20,110.09	-	20,110.09	2,246.29	1,483.94	23,840.32
FINANCE	11,203.46	-	11,203.46	1,251.42	827.42	13,282.30
POLICE	110,184.23	1,450.29	111,634.52	723.73	8,128.25	120,486.50
COMMUNITY DEV.	20,119.69	-	20,119.69	2,247.37	1,475.24	23,842.30
STREETS	15,930.16	-	15,930.16	1,779.41	1,158.07	18,867.64
WATER	16,277.75	176.65	16,454.40	1,837.96	1,196.95	19,489.31
SEWER	8,903.12	-	8,903.12	994.47	640.68	10,538.27
PARKS	21,009.63	-	21,009.63	2,346.77	1,522.48	24,878.88
RECREATION	14,079.90	-	14,079.90	1,511.74	1,034.84	16,626.48
LIBRARY	17,194.87	-	17,194.87	1,176.64	1,281.37	19,652.88
TOTALS	\$ 259,821.24	\$ 1,626.94	\$ 261,448.18	\$ 16,115.80	\$ 19,117.08	\$ 296,681.06

TOTAL PAYROLL

\$ 296,681.06



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 12, 2020

ACCOUNTS PAYABLE

DATE

FY 20

City MasterCard Bill Register - FY 20 *(Pages 1 - 7)*

05/25/2020 \$ 143,983.80

City Check Register - FY 20 *(Pages 8 - 29)*

05/26/2020 167,357.61

SUB-TOTAL: \$ 311,341.41

FY 21

Manual City Check Register - FY 21 *(Page 30)*

05/12/2020 \$ 272,205.98

City MasterCard Bill Register - FY 21 *(Page 31)*

05/25/2020 2,772.12

City Check Register - FY 21 *(Pages 32 - 39)*

05/26/2020 525,876.02

SUB-TOTAL: \$ 800,854.12

PAYROLL

Bi - Weekly *(Page 40)*

05/15/2020 \$ 290,464.07

SUB-TOTAL: \$ 290,464.07

TOTAL DISBURSEMENTS: \$ 1,402,659.60



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2020-43

Agenda Item Summary Memo

Title: Downstate Small Business Stabilization Program Grant

Meeting and Date: City Council – May 26, 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 Administration
Name Department

Agenda Item Notes:

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 21, 2020
Subject: Downstate Small Business Stabilization Program

Summary

Review and consideration of a second round of participation in the State of Illinois' Downstate Small Business Stabilization Program on behalf of 8 Yorkville businesses, including resolutions of support for each business.

Background

This item was last discussed by the City Council at the May 19th special meeting, when the City Council approved a promissory loan document for use of Kendall County revolving loan funds. Before that, the City Council approved downstate grant resolutions for 18 Yorkville businesses at the May 12th 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 and eventual approval at the May 12th City Council meeting. Eight more businesses were able to get their materials into the City before publication of a second public notice on May 19th for a public hearing at the May 26th City Council meeting. Those eight businesses and their grant requests are:

- | | |
|---------------------------|----------|
| 1) Foot and Ankle Centers | \$25,000 |
| 2) Crusade Burger Bar | \$25,000 |
| 3) Fast Burrito | \$25,000 |
| 4) Ginger and Soul | \$25,000 |

5) Butcher Block 360	\$25,000
6) NCG Theaters	\$25,000
7) Sunfield Restaurant	\$25,000
8) Taekwondo Korea Center	\$25,000
TOTAL	\$200,000

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. This example has been updated since the May 12th City Council meeting, as the City has included terms related to the requirements of the promissory note with Kendall County. The other seven 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. The City will have \$400,000 in revolving loan funds to use for this purpose, per the promissory loan document approved at the May 19th special City Council meeting. If the City uses Kendall County revolving loan funds for repaying a downstate grant, then Kendall County will be allowed to litigate against the business to recover the funds.

The staff acknowledges that the total amount of the grants for the first round of businesses (\$436,644) and this second round of businesses (\$200,000) is greater than the 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 an additional \$200,000 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 expects to receive applications from three more businesses for a June 9th 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.

Recommendation

Staff recommends approval of the resolution of support for all 8 grant applications.

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 at the May 26th City Council meeting.



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 May, 2020 by and between the City of Yorkville and _____, (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. ASSIGNMENT

The Unit of Local Government has the right to assign all of its rights and obligations under this Agreement including the right to enforce its terms and to seek any and all remedies available to it pursuant to this Agreement in the event of default by the Benefitting Business. The Benefitting Business acknowledges the right of the Unit of Local Government to make such assignment of this Agreement at any time the Unit of Local Government has any right or duty hereunder.

VII. GENERAL PROVISIONS

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 7.7 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.
- 7.8 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.
- 7.9 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).
- 7.10 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).

7.11 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.

7.12 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 John Purcell
Its: Mayor

Address:

Address:
800 Game
Farm Road,
Yorkville, IL
60560

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 Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers, 654 W Veterans Parkway, Suite D, 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 Crusade Burger Bar LLC, 209 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

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 Fast Burrito, Inc., 1214 N. 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

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 Ginger and Soul Inc., 131 E. Hydraulic, 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 HNM Corporation, 227 Heustis 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 NCG Yorkville Inc., 1505 N. 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

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 NDB Enterprises, Inc. DBA Sunfield Restaurant, 382 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 Taekwondo Korea Center Inc., 482 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



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2020-44

Agenda Item Summary Memo

Title: Skid steer trade in and purchase of new model

Meeting and Date: City Council – May 26, 2020

Synopsis: Proposed trade in and purchase of a new skid steer

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 18, 2020
Subject: Skid Steer Purchase

Summary

Proposed trade in of a skid steer and purchase of new model.

Background

In the early 2000's, Bobcat (our brand of skid steer) had a municipal lease program that was unbelievable. Once you purchased a new skid steer, you could trade it in and pay approximately \$4200 per year to receive a brand-new model. This worked out great for us since we use the machine so much and usually must buy a new set of tires per year which is \$1200 or so. We took advantage of this program for many years until 2007 when the recession essentially ended the program. We were able to work with Bobcat to complete one final transaction in August of 2011 which is when we received our current unit. We had to pay approximately \$6300 for this transaction, since more time had passed, and our machine was older and worth less money. Instead of the lease program, Bobcat now gives steep discounts to Municipalities. Our unit was quoted at \$51,507, if we were to be a person off the street, a fair price for this unit would be approximately \$63,800.

Since we received the unit in 2011, we have been using the same unit relentlessly for almost 9 years. In 2015, we purchased an additional skid steer to help alleviate the overuse of our single unit. The unit we purchased was smaller and on tracks instead of tires. This unit is used primarily for grading or other work in the dirt because the tracks are much more forgiving and apply less ground pressure than tires. Our smaller unit cannot run any of our attachments due to the size difference and brand difference. The additional unit has enabled us to keep our other unit this long by taking some of the load off, yet we still use the large unit almost every day. Our main skid steer, which we are looking to replace, is a 2011 Bobcat S750 with ~2600 hours on the unit. We use this unit almost daily for a variety of tasks including: Brush pick up, leaf pick up, parkway tree replacement program, sidewalk removal and replacement, landscaping, loading trucks, snow removal, water main breaks, stump grinding, road grading, and just about any other task you can think of. We have purchased a snow plow box, stump grinder, jack hammer, stump grinder, and grader attachment for this skid steer to assist us in becoming more efficient in our work.

Unfortunately, our machine is worn out. Although 2600 hours on a machine of our age is not out of the ordinary, our type of use is. When you put on attachments like the jack hammer and stump grinder, they are very hard on the hydraulic system and the machine in general. The constant pounding at full throttle tends to shorten the lifespan of any equipment, by placing strain on all parts of the machine. When we factor in that we must drive this on the street for miles at a

time while performing brush pick up or leaf pick up, we increase the overall wear and tear on the machine. Although these machines are built tough, they are meant to be used on a jobsite to load, move, grade, etc., then taken to the next job. We use our machine as a skid steer, utility tractor, loader, road grader, street sweeper and snow remover which has led to the accelerated aging and problems with this machine. We use our machine approximately 300 hours per year. On the surface this may not seem like an extraordinary amount of use, but it averages out to just over an hour of use every day that we work. The only other pieces of machinery in our entire fleet that get that kind of use are our mowers and our pickup trucks. Our mowers are already past their useful life after 5 years and trying to compare vehicle hours to skid steer hours is unfair. In order to make it fairer, we would have to run the vehicle throttle wide open, drive it on rough terrain, and put a jackhammer attachment on the front of it. Our machine is at the point where the repair technicians have told us that it is on its last legs. They tell us they will keep repairing what we can, but there will be a time when the repair estimate will be so astronomical that it won't make sense to repair the machine.

Even though we perform all preventative, routine maintenance, and emergency repairs our machine is at a point in its life where it is costing us more to keep it than it is worth. Since 2015, we have spent \$22,763 in repairs or \$4552 per year average for all maintenance except tire replacement. The price of a new unit was quoted at \$49,907 minus our trade in value of \$17,000 for a total cash outlay of \$32,907. Although this is a large sum of money, it is a great price for a new skid steer. With the purchase of the optional 5-year warranty (\$1600), we will only have to pay for the routine maintenance and any wear items. I estimate this cost to be in the \$500 per year range instead of the \$4500 per year we are averaging now. Over a 5-year period, it equates to \$2500 for routine maintenance, or \$22,500 with what we are averaging now for repairs. With a new machine, I do not think we will spend that much, but for \$1600 up front we won't have to spend any later.

Recommendation

I recommend that we approve the trade in of our Bobcat S750 Skid steer S/N A3P212065 for \$17,000 and approve the purchase of a new Bobcat S76 Skid steer for \$51,507 from Atlas Bobcat or Elk Grove Village, Il through the Sourcewell contract 040319-CEC. This results in a net cost of \$34,507. There is currently \$85,000 budgeted in the PW Capital fund for this purchase, this unit would be a savings of ~\$50,000. The savings is due to using a retail estimate of cost without knowing they had such a deep municipal discount, and the possibility of getting an attachment with the unit. I would ask that this be placed on the May 26, 2020 City Council meeting under the Mayor's report. If you have questions, please let me know.



Product Quotation

Quotation Number: 28311D029814

Date: 2020-05-19 08:47:09

Ship to	Bobcat Dealer	Bill To
City of Yorkville Attn: John Sleezer 800 Game Farm Rd. Yorkville, IL 60560 Phone: 630.553.4370 Fax: 630.553.4377	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	City of Yorkville Attn: John Sleezer 800 Game Farm Rd. Yorkville, IL 60560 Phone: 630.553.4370 Fax: 630.553.4377

Description	Part No	Qty	Price Ea.	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	\$37,003.00	\$37,003.00
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Vinyl Adjustable Vinyl Suspension Seat, Top			
Bobcat Interlock Control System (BICS)	and Rear Windows, Parking Brake, Seat Bar and Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	and ISO 3471			
Engine/Hydraulic Performance De-rate Protection	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 and ISO 3449, Level I; (Level II is available			
Horn	through Bobcat Parts)			
Instrumentation: Standard 5" Display (Rear Camera Ready)	Vinyl suspension seat with 2-point seat belt			
with Engine Temperature and Fuel Gauges, Hour meter, RPM	Parking Brake: Wedge Brake System			
and Warning Indicators. Includes maintenance interval	Tires: 12-16.5, 12PR, Bobcat Heavy Duty			
notification, fault display, job codes, quick start, auto idle,	Warranty: 2 years, or 2000 hours whichever occurs first			
and security lockouts.	Machine IQ Telematics			
Lift Arm Support				
60 Month Protection Plus (2000 Hours)	9986172	1	\$1,600.00	\$1,600.00
P69 Performance Package	M0369-P06-P69	1	\$5,292.00	\$5,292.00
Power Bob-Tach	Dual Direction Bucket Positioning			
7-Pin Attachment Control	Automatic Ride Control			
High Flow	Reversing Fan			
Two-Speed				
C68 Comfort Package	M0369-P07-C68	1	\$5,160.00	\$5,160.00
"Enclosed Cab with HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0369-R01-C04	1	\$603.00	\$603.00
Strobe Light Kit, Amber	7375339	1	\$315.00	\$315.00
74" Severe Duty Bucket	7326130	1	\$1,204.00	\$1,204.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$330.00	\$330.00
Total of Items Quoted				\$51,507.00
Trade-in 2011 Bobcat S750 S/N A3P212065				(\$17,000.00)
Quote Total - US dollars				\$34,507.00

Notes:

Discount per the Sourcewell - NJPA Contract #040319-CEC. Effective thru 05-31-2023

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2020-45

Agenda Item Summary Memo

Title: Ordinance Approving Outdoor Restaurant Sales & Liquor Servicing During the Pandemic

Meeting and Date: City Council – May 26, 2020

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 21, 2020
Subject: Outdoor dining and liquor consumption

Summary

Approval of an ordinance granting staff and the Mayor authority to authorize outdoor dining and liquor consumption at the start of Phase 3 Restore Illinois plan.

Background

On Wednesday, May 20th, Governor Pritzker announced that restrictions would be relaxed on outdoor dining and alcohol consumption for restaurants and bars throughout Illinois, starting with the presumed move of the entire state into Phase 3 of his Restore Illinois Plan on May 29th. While it doesn't appear that the exact health and safety guidelines (i.e. wear a mask when serving, only use disposable plates, etc) have been released by the Governor, we felt it prudent to draft some City code amendments to help speed along the process for Yorkville businesses while still giving the City and the Fire Protection District some oversight of layouts, traffic patterns, operations, and parking capacity.

Exact internal proposals are still being drafted by staff, but we hope to have some simple guidelines available for verbal presentation at the May 26th City Council meeting. Primarily, we are concerned about making sure tables and pedestrian areas are in places that will not result in vehicle/pedestrian conflicts and that the locations of outdoor dining and alcohol consumption are in accordance with good practices to be put forth by the Police, Community Development, Public Works, and Fire Protection District. Secondly, we want to have some oversight of the process so we can properly allocate City owned/controlled tables, barricades, portalets, hand washing stations, and other equipment by the businesses, and so we can broker discussions on lease/use of properties between property owners if there are parking conflicts at the business. Finally, our goal is to get a nice map and list of all Yorkville restaurants and bars that are hosting outdoor seating and getting a GIS-map on our website for public use.

In the meantime, Attorney Orr suggested we put the attached ordinance into effect through City Council vote. In general, the ordinance says that the area for service has to be owned or controlled by the bar or restaurant, that the outdoor seating can't interfere with other businesses or be unsafe, that the area must be maintained by the business, and that the business owner has to have adequate insurance coverage over the outdoor seating area with the City being named as additional insured. All of the above would be reviewed by City staff before May 29th and authorized for start on May 29th (subject to state regulations and orders). As a side issue, in the event that the City has to allow a business to use a parking space, City property, or park for outdoor seating, the Mayor has the authority to grant the business a license agreement.

A preliminary review of all known bars and restaurants in town shows that most will have adequate space within their own property or neighboring properties, except for the downtown businesses. For the east alley businesses, we are tentatively looking at utilization of a portion of the

City's east alley parking lot by Rowdy's, the Law Office, and Paradise Cove. We have spoken with Imperial Investments about utilization of their FS property as a temporary public parking lot, and they are reviewing our request. In the Riverfront area, Foxy's will have a couple picnic tables in front of their building in their normal area of operations. Ginger and Soul has requested a couple tables in the City's parking lot, and we are looking to accommodate them. In the west alley, Crusade, Parma, and Bella Donna are looking to utilize their existing patio and parking areas, but Bella Donna would like to put some tables up in the parking spots on West Van Emmon Street, similar to what we proposed during our parklet discussions a year or so ago. We are looking to accommodate Bella Donna's request.

Recommendation

Staff recommends approval of the attached ordinance.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING OUTDOOR RESTAURANT SALES AND LIQUOR SERVICING
DURING THE PANDEMIC**

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, on March 11, 2020 the World Health Organization characterized the COVID-19 outbreak as a pandemic; and,

WHEREAS, J.B. Pritzker, Governor of the State of Illinois (the “Governor”), declared all counties in the State of Illinois as a disaster area on March 9, 2020 in response to the outbreak of COVID-19 in Illinois and on March 16, 2020 issued Executive Orders which closed all schools, governmental offices, non-essential businesses, and ordered all Illinois residents to stay at home, which orders have been extended to May 29, 2020; and

WHEREAS, the Governor has recently issued a five-phase plan to reopen the state (“Restore Illinois”), guided by health metrics with distinct business, education, and recreation activities being expanded in each phase; and

WHEREAS, the Governor has now issued an order that as of May 29, 2020, the state shall enter phase three of Restore Illinois permitting manufacturing, offices, retail, barbershops and salons to be reopened to the public with capacity limits and other safety precautions providing that gatherings shall be of ten or fewer people and face coverings and social distancing continue; and

WHEREAS, bars and restaurants which can also be reopened with outdoor seating commencing May 29, 2020; and

WHEREAS, the City currently has numerous restaurants which do not serve liquor; licenses seventeen bars and restaurants to serve liquor both indoor and outdoor; and, licenses fifteen bars and restaurants which can only serve liquor indoors ; and

WHEREAS, the Mayor and City Council believe it to be in the best interests of City bars and restaurants to permit to provide outdoor service including all liquor license holders now licensed for “on premise” consumption pursuant to the Yorkville Municipal Code pursuant to the limitations and within specified areas as hereinafter provided.; and

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

Section 1. All restaurants within the City and all holders of an A-1, BG, BH, C, R-1, R-2 and S class liquor license shall be permitted to provide service in any outdoor area subject to the following:

- a) The area where service shall be provided shall be owned, leased, or licensed to the licensee;
- b) The licensee must provide measures not to interfere with the operations of adjacent business and provide for the safety of its customers;
- c) The area to be used must be approved by the City Administrator or his designee;
- d) The area must be maintained at all times; and
- e) The restaurant owner must procure general liability insurance for any food service provided out of doors, and holder of a liquor license must have procured general liability insurance and liquor liability insurance to provide service in an outdoor venue and if any outdoor area which is owned by the City is used for outdoor food service or by the holder of liquor licenses, such insurance must name the City as additional insured.

Section 2. The Mayor is hereby authorized to grant a license for the use of any City owned property to a restaurant or any holders of the class of liquor licenses as specified above, but only to the extent the public property is not required by the City for its use or the use of the public.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law and shall sunset on December 31, 2020.

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



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2020-46

Agenda Item Summary Memo

Title: City Administrator Employment Agreement

Meeting and Date: City Council – May 26, 2020

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

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EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the United City of Yorkville, Illinois, a non-home rule municipal corporation (the "City"), and Bart Olson of Downers Grove, Illinois (the "Employee").

WITNESSETH:

WHEREAS, the Mayor of the City, with the advice and consent of the City Council, has determined to employ the services of Employee in the position of "City Administrator";

WHEREAS, it is the desire of the Mayor and City Council (the "Council") to provide certain benefits to establish certain conditions of employment, and to set the working conditions of Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of the City under the terms presented herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: EMPLOYMENT AND DUTIES

1.1 The City agrees to employ and Employee agrees to be employed, on a full-time basis, and devote such additional time and service as necessary to perform all professional services and undertake the responsibilities and duties of City Administrator to fully administer the operation of the City and undertake those other duties and responsibilities as are set forth in City Code, Section 1-6D and as the Mayor and/or Council may, from time to time, require. Employee's duties and responsibilities shall include, but not be limited to:

- (a) Be responsible to respond to and advise the ~~M~~Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;
- (b) Advise and consult with City officers and officials;
- (c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.
- (d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;
- (e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

(f) During Employee's employment with the City, the Employee will not directly or indirectly become affiliated, employed or in any way enter into a contractual relationship for compensated services of any type or character, other than teaching or consulting, without the approval of the Council.

SECTION 2: TERM

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on May 28, 2021 ~~November 29, 2019~~ (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

2.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3.1 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3.2 of this Agreement.

SECTION 3: TERMINATION AND SEVERANCE PAY

3.1 Employee's employment with the City may be terminated by the Mayor at any time (including prior to the expiration of the Term), as provided in 65 ILCS 5/3.1-35-10, in which case this Agreement shall automatically terminate, subject to the following:

(a) In the event of a breach of any of the terms or conditions hereof by Employee, employee's employment and this Agreement may be terminated for cause. For purposes of this Agreement, "cause" is further defined as (i) a conviction by any court of competent jurisdiction of a felony, or a Class A or B misdemeanor, (ii) a violation of state statutes or City ordinances, relating to the duties of the City Administrator, or (iii) Employee's failure to follow the official lawful directions of the Mayor, or (iv) Employee's failure to follow policies as established by the Mayor or Council. If Employee is discharged for cause, Employee shall only receive as compensation the monetary equivalent to Employee's accrued vacation, sick, and personal time and accrued salary to date of termination. Employee shall not be entitled to any Severance Payment (as defined below) if terminated for cause; or

(b) The City may terminate Employee's employment and this Agreement without cause during the Term, in which case Employee shall receive, in lieu of any and all other forms or claims for compensation or remuneration, a total severance payment (the "Severance Payment") equal to the monetary equivalent of twenty (20) weeks base salary plus benefits, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.2 If Employee voluntarily resigns, Employee shall only receive compensation for the monetary equivalent of Employee's unpaid accrued base salary to the effective date of resignation, together with accrued but unused vacation, and sick days, as governed by the appropriate sections of the Employee Manual as are in effect at date of resignation. In the event Employee voluntarily resigns Employee's position with the City before expiration of the Term, then Employee shall give the City sixty (60) days notice in advance if Employee has taken a position as a City Administrator in another

community, otherwise Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree. Notwithstanding the foregoing notices, the City may, at its election, continue to employ Employee during the applicable notice period or request that Employee leave the City's employment immediately or at any time during the applicable notice period. In the event the City elects to terminate Employee's employment immediately, Employee's salary, vacation, personal and sick days will continue to accrue until the end of the applicable notice period. Unless otherwise agreed upon by the parties, Employee shall not be entitled to any Severance Payment if Employee resigns.

3.3 If this Agreement is not renewed by the City upon expiration of the Term, provided (i) Employee was not terminated with or without cause during the Term, (ii) Employee did not resign during the Term, or (iii) Employee is not employed by or offered employment by the City in a position having responsibilities and compensation substantially similar to those of the City Administrator position upon such expiration, Employee shall receive the Severance Payment, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.4 Any Severance Payment payable to Employee shall be paid bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law.

SECTION 4: COMPENSATION

4.1 The City agrees to pay Employee an annual base salary of \$174,836 from May 30, 2020 through May 28, 2021~~November 29, 2019 through May 29, 2020~~ payable biweekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. In the event that all non-union employees in the City take wage reductions or furloughs during this agreement term, the employee agrees to accept an equal wage reduction or furlough as all other City department heads are given.

4.2 Employee shall participate in the Illinois Municipal Retirement fund.

SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS

5.1 Employee shall accrue, and have credited to his personal account, six (6) weeks vacation leave annually between May 30, 2020 through May 28, 2021~~November 29, 2019 and May 29, 2020~~. Employee shall be entitled to roll over a maximum of forty (40) hours of vacation per year. Employee shall be allowed to cash out a maximum of forty (40) hours of vacation time per fiscal year, subject to funds available in the City budget, and approval from the Mayor. Employee shall be entitled to payment for all unpaid accrued vacation leave upon his leaving employment with the City.

5.2 Employee shall be entitled to holidays and any personal days off the same as exempt City employees, in general.

5.3 All of the provisions of the Vacation and Sick leave policy within the Employee Manual, with respect to the accrual and use of sick leave shall apply to the Employee.

SECTION 6. HEALTH AND LIFE INSURANCE

The City agrees to put into force and to make required premium payments to provide Employee with a life insurance policy in the amount of \$50,000.00, and the same standard sickness benefits,

health and all other benefits as provided to other City Department heads.

SECTION 7: DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA) and Metro Managers, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

SECTION 8. PROFESSIONAL DEVELOPMENT

The City hereby agrees to pay for reasonable, budgeted travel and subsistence expenses of Employee for a reasonable number of professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and necessary official functions for the City, including, but not limited to, the ICMA Annual conference, the ILCMA Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. Attendance at any conferences, seminars and committees requiring overnight stay other than the ICMA Annual conference and the ILCMA Conference, shall be subject to prior Council approval.

SECTION 9. AUTOMOBILE

Employee shall receive the same mileage allowance for travel as prescribed in the City's employee handbook.

SECTION 10. TECHNOLOGY EQUIPMENT

The Employee shall be responsible for procuring his own cell phone and cellphone plan.

SECTION 11. GENERAL EXPENSES

The City recognizes that certain expense of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits and approval by the Council, provided that such expenses have been budgeted.

SECTION 12. PERFORMANCE EVALUATION

13.1 Annually, the Mayor and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. The Mayor shall review and evaluate Employee's performance of his responsibilities and duties as City Administrator in April of each year of the Term, and shall seek Council advice on the Employee's performance. The Mayor shall provide the Employee with a summary written statement of the findings of the review and provide an adequate opportunity for the Employee to discuss his evaluation with the Mayor and Council. Following Employee's performance evaluation, Employee may receive a compensation merit increase at the sole discretion of the Mayor.

13.2 In affecting the provisions of this Section, the Mayor, Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 13. NO REDUCTION OF BENEFITS

The City shall not at any time during the Term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to degree of such a reduction across-the-board for all employees of the City.

SECTION 14. RESIDENCY

The City agrees not to require the Employee to have residence in the City of Yorkville, Illinois.

SECTION 15. INDEMNIFICATION

The Employee shall be indemnified to the maximum required under State and local law.

SECTION 16. BONDING

The City shall bear the full cost of any fidelity or other bonds, if any, required of the Employee under any law or ordinance.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

SECTION 18. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

Mayor
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

TO EMPLOYEE:

Bart Olson
3715 Sterling Road

Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. GENERAL PROVISIONS

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: _____
Mayor

Bart Olson

Attest:

City Clerk

C/53946.1

EMPLOYMENT AGREEMENT

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WITNESSETH:

WHEREAS, the Mayor of the City, with the advice and consent of the City Council, has determined to employ the services of Employee in the position of "City Administrator";

WHEREAS, it is the desire of the Mayor and City Council (the "Council") to provide certain benefits to establish certain conditions of employment, and to set the working conditions of Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of the City under the terms presented herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: EMPLOYMENT AND DUTIES

1.1 The City agrees to employ and Employee agrees to be employed, on a full-time basis, and devote such additional time and service as necessary to perform all professional services and undertake the responsibilities and duties of City Administrator to fully administer the operation of the City and undertake those other duties and responsibilities as are set forth in City Code, Section 1-6D and as the Mayor and/or Council may, from time to time, require. Employee's duties and responsibilities shall include, but not be limited to:

- (a) Be responsible to respond to and advise the Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;
- (b) Advise and consult with City officers and officials;
- (c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.
- (d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;
- (e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

(f) During Employee's employment with the City, the Employee will not directly or indirectly become affiliated, employed or in any way enter into a contractual relationship for compensated services of any type or character, other than teaching or consulting, without the approval of the Council.

SECTION 2: TERM

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on May 28, 2021 (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

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The City shall bear the full cost of any fidelity or other bonds, if any, required of the Employee under any law or ordinance.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

SECTION 18. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

Mayor
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

TO EMPLOYEE:

Bart Olson
3715 Sterling Road

Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. GENERAL PROVISIONS

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: _____
Mayor

Bart Olson

Attest:

City Clerk

C/53946.1



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2020-30

Agenda Item Summary Memo

Title: Water Department Reports for January, February, and March 2020

Meeting and Date: City Council – May 26, 2020

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: PW 05-19-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-30

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

January 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	10,790,000
7	1527	1125	430	7,387,000
8	1384	840	456	13,073,000
9	1368	861	509	14,816,000
TOTAL TREATED				46,066,000

CURRENT MONTH'S PUMPAGE IS 1,077,600 GALLONS **MORE THAN LAST MONTH**
1,689,300 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,486,000 GALLONS
DAILY MAXIMUM PUMPED: 1,996,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 71.77 GALLONS

WATER TREATMENT:

CHLORINE: 1,119 LBS. FED CALCULATED CONCENTRATION: 3.17 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .62 MG/L
POLYPHOSPHATE: 1109 LBS. FED CALCULATED CONCENTRATION: 1.10 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.62 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 8 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 5 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 19 COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

February 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	12,499,000
7	1527	1125	430	7,391,200
8	1384	840	456	12,126,000
9	1368	861	509	14,121,000
TOTAL TREATED				46,137,200

CURRENT MONTH'S PUMPAGE IS 71,200 GALLONS **MORE THAN LAST MONTH**

3,757,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,590,938 GALLONS

DAILY MAXIMUM PUMPED: 2,321,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.98 GALLONS

WATER TREATMENT:

CHLORINE: 1,030 LBS. FED CALCULATED CONCENTRATION: 2.91 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .77 MG/L

POLYPHOSPHATE: 1072 LBS. FED CALCULATED CONCENTRATION: 1.06 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.77 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 4

NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 35

BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 26

COMMERCIAL:

INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

March 2020
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	12,074,000
7	1527	1125	430	7,444,700
8	1384	840	456	15,680,000
9	1368	861	509	12,539,000
TOTAL TREATED				47,737,700

CURRENT MONTH'S PUMPAGE IS 1,600,500 GALLONS **MORE THAN LAST MONTH**
8,7000 GALLONS **MORE THAN LAST YEAR**
DAILY AVERAGE PUMPED: 1,646,128 GALLONS
DAILY MAXIMUM PUMPED: 2,167,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 79.58 GALLONS

WATER TREATMENT:

CHLORINE: 1,127 LBS. FED CALCULATED CONCENTRATION: 3.08 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: .87 MG/L
POLYPHOSPHATE: 1140 LBS. FED CALCULATED CONCENTRATION: 1.09 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.80 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 2 NUMBER OF LEAKS OR BREAKS REPAIRED:
MXU'S: 104 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 22 COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2020-31

Agenda Item Summary Memo

Title: Supplemental MFT Resolution for Bulk Rock Salt

Meeting and Date: City Council – May 26, 2020

Synopsis: Annual resolution appropriating MFT funds for the purchase of bulk rock salt.

Council Action Previously Taken:

Date of Action: PW 05-19-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-31

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 1, 2020
Subject: Supplemental Resolution for Bulk Rock Salt

Summary

I am requesting approval of an MFT general maintenance resolution to allow the use of MFT funds to purchase bulk rock salt for the upcoming winter season.

Background

We typically use MFT funds to buy our bulk rock salt. In order to do that, we must approve a resolution that authorizes those certain MFT funds for this purchase.

This year, I have submitted our request electronically to the State's Central Management System for 1600 tons of salt. The electronic submission was in lieu of the normal contract that is signed and returned each year. By submitting the request we are now part of a much larger pool of other municipalities, townships, counties and other road districts. Our contract obligates us to take a minimum of 80% (1280 tons) of our submitted quantity and a maximum of 120% (1920 tons). I estimated the cost to be \$100/ton which is very close to last years price. If the price comes in at \$100/ton, our minimum obligation will be \$120,800, 100% is \$160,000 and 120% would be \$190,200. With 1000 tons already in storage, I do not believe that we will need to use any over our bid amount. Our goal each year is to use only the minimum amount needed, this is especially true this year with the high prices.

We have used the State's CMS for our salt bids for many years. By combining all the governmental agencies into one bid, we are hopefully able to receive the best pricing.

Recommendation

I recommend approving the resolution authorizing the use of MFT funds to purchase bulk rock salt. This is budgeted for in the approved FY 21 budget in the MFT section.

I would ask that this be placed on the May 19, 2020 Public Works Committee agenda for discussion and direction.



**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Supplemental	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
One Hundred Sixty Thousand Dollars (\$160,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/20 to 04/30/21
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lisa Pickering City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the
Council of Yorkville at a meeting held on _____
Governing Body Type Name of Local Public Agency Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

--	--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Estimate of Maintenance Costs

Submittal Type **Supplemental**

Local Public Agency	County	Section Number	Maintenance Period	
Beginning	Ending			
City of Yorkville	Kendall	20-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	Ton	1,600	\$100.00	\$160,000.00	\$160,000.00
Total Operation Cost								\$160,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)			
Maintenance Total			

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering			
Engineering Inspection			
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total			
Total Estimated Maintenance			

Remarks

SUBMITTED

Local Public Agency Official Date

Title

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer
Department of Transportation Date

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance	From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted.
Submittal	Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.
Local Public Agency	Insert the name of the Local Public Agency.
County	Insert the County in which the Local Public Agency is located.
Maintenance Period	
Beginning	Insert the beginning date of the maintenance period.
Ending	Insert the ending date of the maintenance period.
Section	Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".
Maintenance Operations	List each maintenance operation separately
Maintenance Eng. Category	From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are:
Category I	Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.
Category II-A	Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.
Category II-B	Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.
Category III	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations.
Category IV	Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req	From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.
Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.
Unit	Insert the unit of measure for the material listed to the left, if applicable
Quantity	Insert the quantity of material for the material listed to the left, if applicable.
Unit Cost	Insert the unit cost of the material listed to the left, if applicable.
Cost	No entry necessary, this is a calculated field. This is the quantity times the unit cost.
Total Maintenance Operation Cost Maintenance	Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.
Estimate of Maintenance Costs Summary	Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field.
Local Public Agency Labor	Insert the estimated amount for LPA labor for all maintenance operations, if applicable.
Local Public Agency Equipment Rental	Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.
Materials/Contracts (Non Bid Items)	Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.
Materials/Deliver & Install,	Insert the total amount estimated to be expended on materials/Request for Quotations (Bid Items) deliver and install proposals and/or Request for Quotations. This will be for items required to be bid.
Formal Contracts	Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.
Total Estimated Cost	This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.
Total Maintenance Operation Cost	This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation.
Total Maintenance Cost	This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.
Maintenance Engineering Cost Summary	Under each item listed below, list under the funding type what the estimated amount to be expended is.
Preliminary Engineering Fee	Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.
Engineering Inspection Fee	Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs	Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Totals:	This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.
These instructions apply to the Maintenance Expenditure Statement.	
Maintenance Operation	Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.
Maint Eng Category	From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.
LPA Labor	For the operation listed to the left insert the amount expended for LPA labor, if applicable.
LPA Equipment Rental	For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.
Materials/Contracts (Non-Bid)	For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.
Materials/Deliver & Install, Request for Quotations (Bid Items)	For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable.
Formal Contract	For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.
Total Operation Cost	This is a calculated field, it will sum the amounts expended for the operation listed to the left.
Operation Engineering Inspection Fee	For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.
Total Maintenance	This is a calculated field, no entry necessary. It is the sum of all maintenance operations.
Maintenance Engineering Cost Summary Preliminary Engineering Fee	Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.
Engineering Inspection Fee	Insert the amount of funds expended for Engineering Inspection, if applicable.
Material Testing Costs	Insert the dollar amount of funds spent on material testing costs, if applicable.
Advertising Costs	Insert the dollar amount of funds spent on advertising costs, if applicable.
Bridge Inspection Costs	Insert the dollar amount of funds spent on bridge inspection costs, if applicable.
Total Maintenance Engineering	This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.
Total Maintenance Program Costs	Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds,
Paid with Other Funds

Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax Portion

These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds.

Total Motor Fuel Tax Funds Authorized

Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column.

Surplus/Deficit

These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance.

Certification

Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official

The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways

For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved

Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk

Engineer (Consultant or County Engineer)

District File

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
ROCK SALT

Effective August 1, 1969
Revised January 1, 2002

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Description. This item shall consist of furnishing rock salt (sodium chloride) in bins or stockpiles at location designated in the Proposal.

Materials. Material shall meet the requirements of Article 1013.02 except that the gradation shall be as follows:

Passing 12.5 mm (1/2 inch) sieve	100 %
Passing 9.5 mm (3/8 inch) sieve	95 - 100 %
Passing 4.75 mm (No. 4) sieve	20 - 90 %
Passing 2.36 mm (No. 8) sieve	10 - 60 %
Passing 600 μ m (No. 30) sieve	0 - 10 %

The Department reserves the right to reject any shipments of rock salt which are delivered in a frozen or caked condition or which contain free water.

The Department reserves the right to accept delivery of Rock Salt which, according to analysis by the Department, has a sodium chloride (NaCl) content of less than 96.0 %, but is not less than 90.0 %. Material with less than 90.0 % sodium chloride will be rejected. When such exceptions are allowed, payment will be adjusted.

Method of Measurement. Rock salt will be measured by the metric ton (ton).

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for furnishing and transporting ROCK SALT based on the sodium chloride content. Payment will be in accordance with the following schedule:

- NaCl Content 96.0% to 100.0% Net Bid price per ton.
- NaCl Content 95.0% to 95.9% Bid price less \$0.50 per metric ton (ton).
- NaCl Content 94.0% to 94.9% Bid price less \$2.00 per metric ton (ton).
- NaCl Content 90.0% to 93.9% Bid price less \$4.00 per metric ton (ton).



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2020-32

Agenda Item Summary Memo

Title: 1975 N. Bridge ROW Dedication

Meeting and Date: City Council – May 26, 2020

Synopsis: Sale and Dedication of ROW to IDOT for Rt. 47 expansion.

Council Action Previously Taken:

Date of Action: PW 05-19-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-32

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works.
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: May 1, 2020
Subject: 1975 N. Bridge ROW sale and dedication to IDOT

Summary

IDOT is asking to purchase a portion of our land at 1975 N. Bridge St. (Countryside lift station) to use as right of way for the northern Rt. 47 expansion.

Background

The city originally purchased the land at 1975 N. Bridge in the early 2000's for the construction of the Countryside lift station to service the area to the west which includes Menards, Prairie Meadows, and Autumn Creek. At that time, we worked with IDOT to anticipate any future expansion, so there should not need to be any movement of sanitary sewer manholes or other city infrastructure, only the dedication of 0.095 acres in exchange for \$8600.00.

I have asked IDOT to make sure this remains a full access entrance to allow us to check, maintain, and service this lift station on a daily basis. This will be finalized at the design stage and should not be a problem.

Recommendation

I have had Attorney Orr, and EEI review the documents for accuracy and I recommend that we approve the dedication of ROW to IDOT for the sum of \$8600. I would ask that this be placed on the May 19, 2020 public works committee for discussion and recommendation to the city council.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

March 4, 2020

CERTIFIED MAIL NO.:
7016 2070 0000 7624 2987

United City of Yorkville
Attn: Mayor John Purcell
800 Game Farm Road
Yorkville, IL 60560

RE: Introduction and Offer Package Letter
1975 N. Bridge St., Yorkville, IL 60560
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
Kendall County
Job No. R-93-007-10
Parcel 3WA0001

Dear Mayor Purcell:

The Illinois Department of Transportation, Office of Program Development (IDOT) proposes to improve FAP Route 326 (IL 47) from south of Galena Road to Kennedy Road in Yorkville. This improvement requires the acquisition of the above referenced parcel consisting of:

- 0.095 acre of land as fee simple

Public records indicate the subject property is owned by the United City of Yorkville.

If you have any questions regarding the authority and procedures of IDOT in acquiring property under eminent domain and the property owner's rights under those procedures, please feel free to contact Ms. Mindy Colby of the Department of Transportation at (815) 434-8442, via email at Melinda.Colby@illinois.gov, or at the address above.

Mayor Purcell
Page 2
March 4, 2020

The following documents are included for your consideration:

- Waiver Valuation
- Legal description of the premises to be acquired
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Conveyance documents
- Right of Way Plat

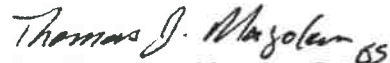
In addition, you are being provided with the following pamphlets:

- "A Landowner's Guide to Land Acquisition by the Illinois Department of Transportation and Eminent Domain,"
- "Highway Improvements and Property Rights."

If the amount is satisfactory, please sign the documents where indicated, and have the documents notarized where required. You may return them to this office or contact Ms. Colby for them to be picked-up at your convenience.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer

65

By: Thomas J. Magolan, P.E.
Land Acquisition Engineer

Enclosures



**Basis for Computing
Total Approved Compensation
and Offer to Purchase**

Route: FAP 326 (IL 47)
Section: (107, 108, 108S)R-1
County: Kendall

Project: N/A
Job No. R-93-007-10
Parcel 3WA0001

Owner(s) of Real Property: United City of Yorkville

Location of Property: 1975 N. Bridge Street
Yorkville, IL 60560

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of a portion of your property as right of way for the proposed improvement of FAP Route 326 (IL 47). The legal description of the parcel to be acquired is found on the attached instrument of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is **estimated** without regard for any decrease or **increase** in the fair market value caused by the project for which the **property** is being acquired; however, the damage to the remaining property, if any, is estimated with full **consideration** of the effect of the proposed improvement.

1. Existing Property:

Total area 0.095 acre, more or less

Highest and best use: City lift station

2. Land to be Acquired in Fee Simple:

New right of way 0.095 acre

Existing right of way (when applicable) N/A acre

Total right of way 0.095 acre

3. Improvements and/or Fixtures to be Acquired:

Grass area, asphalt drive

4. Compensation for Land Acquired in Fee Simple:

Fair market value of the 0.095 acre to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. \$8,300

\$8,300.00

Damage to the remaining property as a result of the acquisition (if any).
Relocate two steel posts and chain gate, and two boulders

\$300.00

Total compensation for permanent right of way acquired in fee simple.

\$8,600.00

Less cost of construction to be offset against total compensation.

§

Net compensation

\$8,600.00

Benefits in the amount of \$_____ have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

Permanent Easements-

_____ for _____
acres (state purpose)

\$

Temporary Easements-

_____ for _____
acres (state purpose)

§

Total compensation for easements (when applicable)

\$

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5)

\$8,600.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

Improvement

Owner-Retention Value

§

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Mr. Rich Ballerini will be happy to furnish information for your use in applying for a permit if one is needed.

Musood Ahmad

Regional Engineer *MS*

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$8,600.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the Illinois Department of Transportation adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.

Melinda A. Colby

Realty Specialist

March 4, 2020

Date

Owner UNITED CITY OF
YORKVILLE
Address 1975 N. Bridge St.
Yorkville, IL 60560
Route FAP 326 (IL 47)
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Section (107, 108, 108S)R-1
Station 112+70.35
Station 115+35.06

WARRANTY DEED

UNITED CITY OF YORKVILLE, 800 Game Farm Road, Yorkville, IL 60560 (Grantor), a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of EIGHT THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$8,600.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4, grants, conveys, and warrants to the PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, 700 E. Norris Drive, Ottawa, IL 61350 (Grantee), the following described real estate in Yorkville, Illinois:

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2020.

United City of Yorkville
Name of Governmental Entity

By: _____
Signature

ATTEST:

John Purcell, Mayor
Print Name and Title

By: _____
Signature

Print Name and Title

State of Illinois)
County of Kendall) ss
)

This instrument was acknowledged before me on _____, 2020, by
John Purcell, as Mayor and _____, as _____ of the United
City of Yorkville, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
700 E. Norris Dr.
Ottawa, IL 61350



Affidavit of Title

Owner Address United City of Yorkville
1975 N. Bridge Street
Yorkville, IL 60560
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Station 112+70.35
Station 115+35.06

State of Illinois)
County of Kendall) ss

I, John Purcell, Mayor, being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
☐ Vacant and **unimproved** ☐ Agricultural and unimproved
☒ Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no **chattel mortgages**, conditional sales contracts or financing statements existing on or in connection with the premises to be **conveyed** which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual owner of the property is: _____

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2020.

By:

Signature

John Purcell, Mayor
Print Name and Title if applicable

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on _____, 2020, by John Purcell, Mayor.

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 9, COUNTRYSIDE CENTER UNIT NO. 4, YORKVILLE, KENDALL COUNTY, ILLINOIS, THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID LOT, 5.24 FEET TO A LINE PARALLEL WITH AND 45.0 FEET WESTERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 47, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS (AS TRACT NO. 1) BY DOCUMENT 911035 RECORDED FEBRUARY 25, 1992 FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE (BEING THE WESTERLY LINE OF THE STATE OF ILLINOIS TRACT) FORMING AN ANGLE OF 72 DEGREES 30 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCK WISE THEREFROM) 264.70 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 184.93 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 206.39 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 193.91 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL COUNTY AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-21-301-012

Owner United City of Yorkville
Address 1975 N. Bridge Street
Yorkville, IL 60560
Route FAP 326 (IL 47)
County Kendall
Job No. R-93-007-10
Parcel No. 3WA0001
P.I.N. No. 02-21-301-012
Section (107, 108, 108S)R-1
Station 112+70.35
Station 115+35.06

CERTIFIED RESOLUTION

I, John Purcell, Mayor of the United City of Yorkville, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, 2020, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that John Purcell, the Mayor of the above-referenced governmental entity is hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Kendall County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$8,600.00:

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to 50 ILCS 605/4 voted for the adoption of this resolution as follows: AYE ____; NAY ____; ABSENT ____

Dated this _____ day of _____, 2020.

Signature

John Purcell, Mayor
Print Name and Title

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on _____, 2020, by
John Purcell, as Mayor of the United City of Yorkville.

(SEAL)

Notary Public

My Commission Expires: _____



Receipt of Conveyance Documents and Disbursement Statement

Owner United City of Yorkville
Job No. R-93-007-10
Parcel No. 3WA0001

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

- ☒ Warranty Deed covering 0.095 acre

all located in Kendall County, Illinois as right of way for FAP Route 326 (IL 47), Section (107, 108 108S)R-1 dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Eight Thousand Six Hundred and 00/100 Dollars (\$8,600.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
United City of Yorkville		800 Game Farm Road Yorkville, IL 60560	8,600.00

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date:

Grantor:

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date:

Grantee:

The People of the State of Illinois, Department of Transportation

Mindy Colby for State of Illinois, Department of Transportation

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
United City of Yorkville

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800 Game Farm Road

6 City, state, and ZIP code
Yorkville, IL 60560

7 List account number(s) here (optional):

8 Requester's name and address (optional):

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Illinois Department
of Transportation**

COPY

Waiver Valuation

Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall

Project _____
Job No. R-93-007-10
Parcel 3WA0001 Unit _____

☒ Original ☐ Supplemental No. _____

Based on the review of available data, an appraisal is unnecessary because the valuation is not complex and the anticipated value of the proposed acquisition is not expected to exceed \$10,000.00, and as directed under 49 CFR Part 24.2(a)(33) and 24.102(c)(2).

1. Owner's Name, Address and Telephone: United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560, Attn: John Purcell, Mayor Letter sent 2/5/2020 - no response (630)553-4350
2. Tenant's Name, Address and Telephone: N/A
3. Identification of Property: 1975 N. Bridge Street, Yorkville, IL 60560
02-21-301-012
4. Inspection Date: 2/5/2020, 2/24/2020 4a. By: Robert P. Simpson
5. Present Use: City Lift Station 5a. Highest and Best Use: City Lift Station
6. Zoning: R1 6a. Farmland Preservation Act: N/A
7. Area of Whole: 1.398 (ac./s.f.) Permanent Easement: N/A (ac./s.f.)
Total ROW: 0.095 (ac./s.f.) Temporary Easement: N/A (ac./s.f.)
Net New ROW: 0.095 (ac./s.f.) Area of Remainder: 1.303 (ac./s.f.)
Existing ROW: N/A (ac./s.f.)
8. Sales Considered: Bristol Townships sales (in work file)
9. Fair Market Value of Property Taken (including improvements) as Part of the Whole \$8,300.00
10. List Improvements and Type of Land Grass area, Asphalt Drive
11. Damage to the Remainder: \$300.00
12. Description of Damages Considered or Non-Complex Cost to Cure:
Includes cost to cure to relocate two steel posts and chain gate and two boulders
13. Compensation for P.E.: \$N/A
Remarks: _____
14. Compensation for T.E.: \$N/A
Remarks: _____
15. **Total Compensation** \$8,600.00

RPB
Prepare's Signature

2/25/2020
Date

Regional Engineer's Signature

Date

Engineer's License #

Photographs

Subject Property

Photographs are required on all properties. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



Date of Photograph:	2/24/2020
Photograph By:	R. Simpson
Camera Facing:	West

Description: Whole Property



Date of Photograph:	2/24/2020
Photograph By:	R. Simpson
Camera Facing:	South

Description: Acquisition Area

Photographs

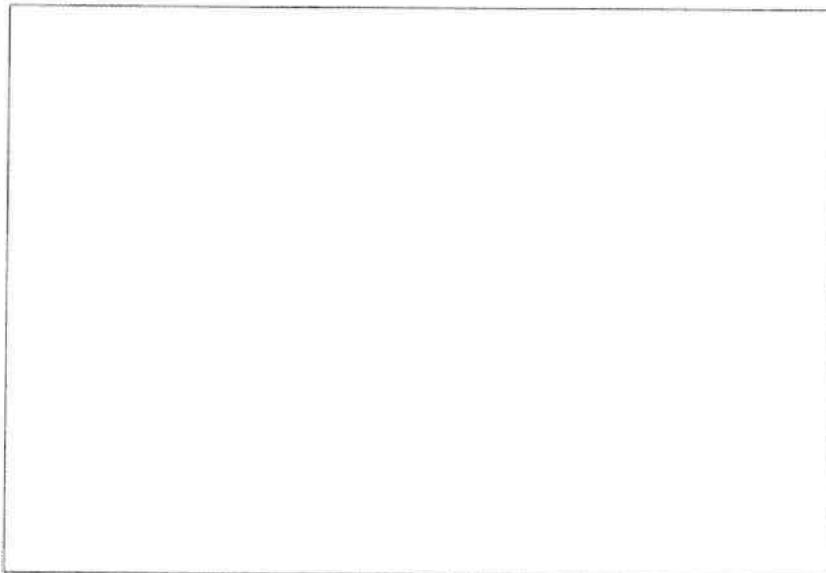
Subject Property

Photographs are required on all properties. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



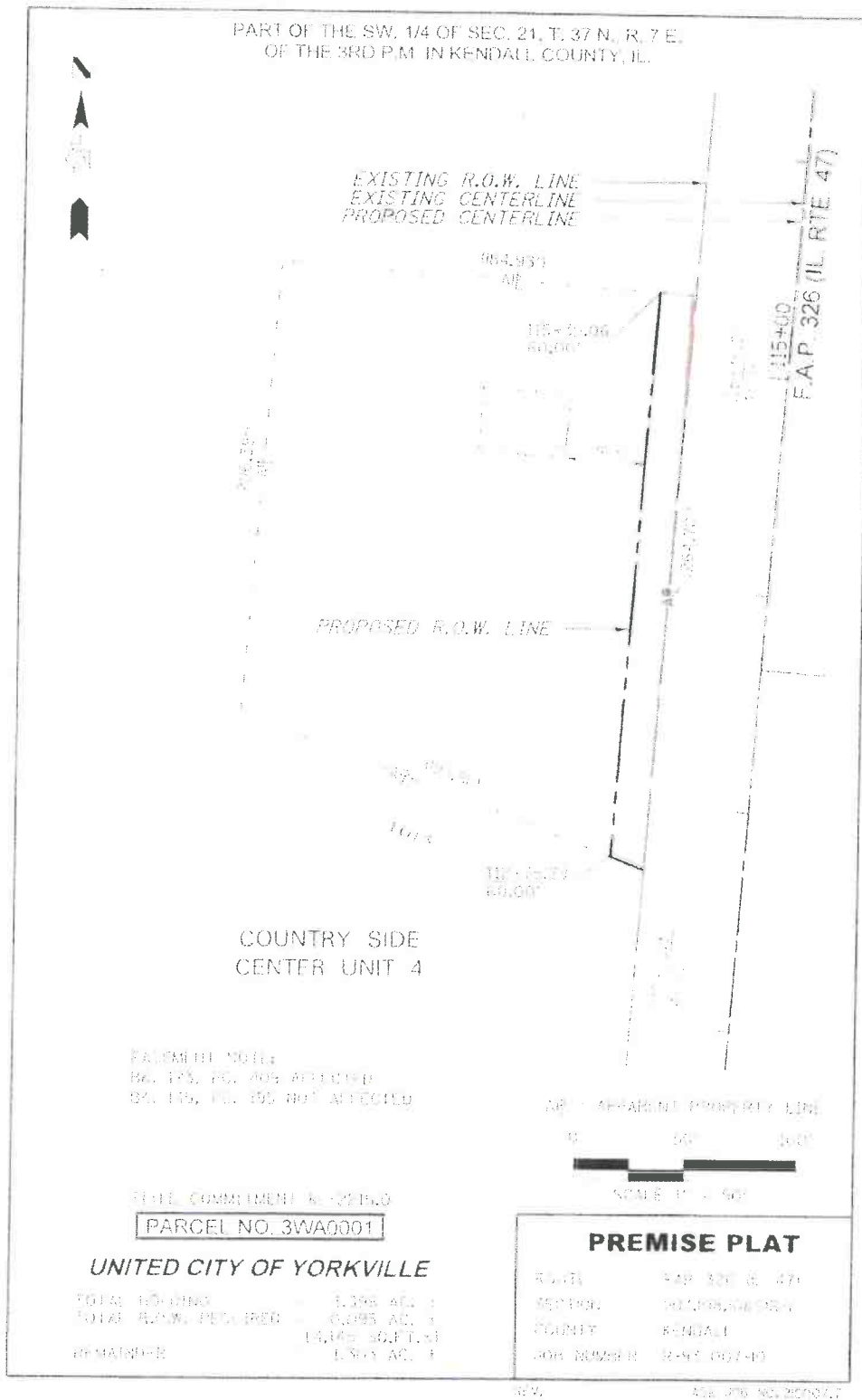
Date of Photograph:	02/24/2020
Photograph By:	R. Simpson
Camera Facing:	North

Description: Acquisition Area,



Date of Photograph:	
Photograph By:	
Camera Facing:	

Description



Fidelity National Title Insurance Company

A.L.T.A. Commitment

Issuing Agent
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, IL 60560

Prepared for
Illinois Department of Transportation 3
700 East Norris Drive
Ottawa, IL 61350

Customer Reference:
IDOT Parcel Number: 3WA0001

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO **EXTRA**CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

WTC File No: I3-2014KL-2215.0

Date: 12/27/2019

Prepared For:

Illinois Department of Transportation 3
700 East Norris Drive
Ottawa, IL 61350

Effective Date of Commitment: August 27, 2014
Effective Date of Later Date: December 03, 2019

Job	R-93-007-10	WTC#	I3-2014KL-2215.0
FAP	326 (IL 47)	Effective Date	December 03, 2019
County	Kendall	Section	21
Section	(107, 108, 108S)R-1	Township	37N
Parcel	3WA0001	Range	7E

Tax Parcel Number(s):
02-21-301-012

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Job R-93-007-10
FAP 326 (IL 47)
County Kendall
Section (107, 108, 108S)R-1
Parcel 3WA0001

Date: 12/27/2019

A.L.T.A. COMMITMENT FORM
Schedule A

WTC Number: I3-2014KL-2215.0
Effective Date: December 03, 2019

1. Policy or Policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: \$1,000.00
Proposed Insured: The People of the State of Illinois
Department of Transportation
2. The estate or interest in the land described or referred to in this commitment is
a Fee Simple and title hereto is at the effective date hereof vested in:


United City of Yorkville
3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

Date: 12/27/2019

Job R-93-007-10
FAP 326 (IL 47)
County Kendall
Section (107, 108, 108S)R-1
Parcel 3WA0001

WTC Number: I3-2014KL-2215.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 9, COUNTRYSIDE CENTER UNIT NO. 4, YORKVILLE, KENDALL COUNTY, ILLINOIS, THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID LOT, 5.24 FEET TO A LINE PARALLEL WITH AND 45.0 FEET WESTERLY OF THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 47, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS (AS TRACT NO. 1) BY DOCUMENT 911035 RECORDED FEBRUARY 25, 1992 FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE (BEING THE WESTERLY LINE OF THE STATE OF ILLINOIS TRACT) FORMING AN ANGLE OF 72 DEGREES 30 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 264.70 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 184.93 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 206.39 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID NORTHERLY LINE 193.91 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL COUNTY AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-21-301-012

ISSUED BY:
Wheatland Title Company
105 W Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or **special** assessments which are not shown as **existing** liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the **Commitment** date and prior to the effective date of the final Policy.
7. All rights and **easements** in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2019 and thereafter.

Taxes for the property in question are EXEMPT.

PERMANENT TAX NUMBER: 02-21-301-012

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 02-21-301-012
United City of Yorkville
800 Game Farm Rd
Yorkville, IL 60560
8. Conveyances within the past five years: None.
9. Contiguous property owned by record title holder: None.
10. A Dedication of Right of Way for Public Road Purposes dated February 18, 1931 and recorded March 14, 1931 in Book 77 Page 627 made by John M. Boomer and Ruth Boomer to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Kendall County

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Recorder's Office.

11. A **Dedication** of Right of Way for Public Road Purposes dated January 12, 1931 and recorded March 14, 1931 in Book 77 Page 605 made by John M. Boomer and Ruth Boomer to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Kendall County Recorder's Office.
12. An **Easement** dated April 26, 1960 and recorded December 6, 1960 as Document No. 132061 made by Ralph Holdiman and Ethel Holdiman to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.
13. An **Easement** dated April 6, 1965 and recorded November 15, 1965 as Document No. 150260 Book 145 Page 195 made by Ethel L. Holdiman and Ralph E. Holdiman to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.
14. **Right of Way Plans** for Proposed Federal Aid Highway FAP 326 (IL 47) recorded August 9, 2012 as Document No. 201200014927 in the Kendall County Recorder's Office.
15. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

- End Schedule B -

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.
 - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

A. The Plaintiff is:

The People of the State of Illinois, Department of Transportation

B. The Defendants are:

1. United City of Yorkville

C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

Parcel No. 3WA0001
Name United City of Yorkville
Route FAP 326 (IL 47)
Section (107, 108, 108S)R-1
County Kendall
Job No. R-93-007-10
Sta. 112+70.35 to Sta. 115+35.06

A part of the Southwest Quarter of Section 21, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, State of Illinois, described as follows, using bearings and grid distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83(2011):

Commencing at the northwest corner of Lot 5 in Country Side Center Unit 4, according to the plat thereof recorded April 3, 1973 as Document No. 73-1495; thence South 68 degrees 20 minutes 59 seconds East, 328.39 feet along the north line of said Lot 5 to the Point of Beginning; thence North 4 degrees 03 minutes 26 seconds East, 259.77 feet to the northerly line of land described in Warranty Deed recorded as Document No. 200400035892; thence South 85 degrees 50 minutes 59 seconds East, 16.02 feet along said northerly line to the westerly right-of-way line of IL Route 47; thence South 4 degrees 09 minutes 01 second West, 264.69 feet along said westerly right-of-way line to the northeast corner of said Lot 5; thence North 68 degrees 20 minutes 59 seconds West, 16.35 feet along the north line of said Lot 5 to the Point of Beginning, containing 0.095 acre (4,145 square feet), more or less.

SW. 1/4 OF SEC. 21, T. 37 N., R. 7 E. OF THE 3RD P.M.



PROPOSED ELEVATION DATA
1. STA. 0+00 TO 0+100
2. STA. 0+100 TO 0+200
3. STA. 0+200 TO 0+300
4. STA. 0+300 TO 0+400
5. STA. 0+400 TO 0+500
6. STA. 0+500 TO 0+600
7. STA. 0+600 TO 0+700
8. STA. 0+700 TO 0+800
9. STA. 0+800 TO 0+900
10. STA. 0+900 TO 0+1000

COUNTRY SIDE CENTER UNIT 4

PARCEL NO. 204-001

PARCEL NO. 204-002

PARCEL NO. 204-003

PARCEL NO. 204-004

EXISTING ELEVATION DATA
1. STA. 0+00 TO 0+100
2. STA. 0+100 TO 0+200
3. STA. 0+200 TO 0+300
4. STA. 0+300 TO 0+400
5. STA. 0+400 TO 0+500
6. STA. 0+500 TO 0+600
7. STA. 0+600 TO 0+700
8. STA. 0+700 TO 0+800
9. STA. 0+800 TO 0+900
10. STA. 0+900 TO 0+1000

TRACTOR
100000

E.A.P. 328 (IL RTE 47)

CARPENTER ST

KENNEDY RD

BLACKBERRY CREEK

W LEXINGTON CIRCLE

RESID OF LOT 2 IN
MENARD'S COMMERCIAL COMMONS

MENARD'S COMMERCIAL COMMONS
FOURTH ADDITION

PARCEL NO. 204-005

Handwritten signature



AMERICAN

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PLAT OF HIGHWAYS

CONTRACT NO.

PLAT OF HIGHWAYS INDEX SHEET

PARCEL NUMBER	PARCEL INDEX NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
3WA0001	02-21-301-012	UNITED CITY OF YORKVILLE	4	
3WA0002	02-21-301-011 02-20-277-003 02-21-182-001	SEE NOTE 1	4	
3WA0003	02-21-301-014	JAMES J. WARD AND BETH A. WARD, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
3WA0004	02-21-301-013 02-21-301-010	SEE NOTE 2	4	
3WA0005	02-21-327-002	JASON P. ADAMS AND RENEE J. ADAMS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
3WA0006	02-21-301-001	MATTHEW A. WEISS AND STACEY LYNN WEISS, HUSBAND AND WIFE, AS JOINT TENANTS	5	
3WA0007	02-21-178-001	ORVAN ROBERT HARR, AND LINDSEY HARR, AS TENANTS BY THE ENTIRETY	5	
3WA0008	02-21-152-002 02-21-152-003 02-21-151-018 02-20-277-002	RAYMOND W. WILLIAMSON III AND KRISTINE D. WILLIAMSON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	5	
3WA0009	02-21-176-001	RONALD L. LOVELESS SR. AND JUNE M. LOVELESS, HUSBAND AND WIFE, IN JOINT TENANCY	5	
3WA0010	02-21-116-002	TRINITY CHURCH UNITED METHODIST F.W./A YORKVILLE UNITED METHODIST CHURCH	6	
3WA0011	02-21-102-001 02-21-102-002	JUDITH L. CASEY, AS TRUSTEES UNDER A TRUST AGREEMENT DATED THE 17TH DAY OF MAY, 2008 AND KNOWN AS THE J. CASEY REVOCABLE TRUST	6	
3WA0012	02-21-101-021	THE NATIONAL BANK	6	
3WA0013	SEE NOTE 4	WM. BRISLEY JR. COMPANY, A DELAWARE CORPORATION	6	
3WA0014	02-21-101-022	YORKVILLE RETAIL VENTURE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	6	
3WA0015	02-21-101-018	AURORA YORKVILLE REAL ESTATE, LLC	7	
3WA0016	02-16-300-007 02-17-400-009	COPI HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	7	
3WA0017	02-16-501-002P71	BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, WHICH ACQUIRED TITLE AS THE AURORA BRANCH RAILROAD COMPANY	8	
3WA0018	02-16-300-004	COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION	8	
3WA0019	02-16-300-004	COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION	8	
3WA0020	02-16-351-007	MESLEY PROPERTY CORP., AN ILLINOIS CORPORATION	8	

PARCEL NUMBER	PARCEL INDEX NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
3WA0021	02-16-152-001	ROBERT D. FISHER, CARL C. FISHER, JOHN E. LEE, SR., DELORES C. LEE, AND DIANE J. CONOVER, EACH AS TO AN UNDIVIDED 1/3 INTEREST	11	
3WA0022	02-16-153-003 02-17-277-001	YORKVILLE BUSINESS CENTER ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION	11	
3WA0023	02-16-153-019 02-16-277-024	YORKVILLE HOME DESIGN CENTER RETAIL OWNERS ASSOCIATION, A NOT-FOR-PROFIT ORGANIZATION	11	
3WA0024	02-16-153-001 02-17-277-003	TERRY RICHARDS	11	
3WA0025	02-17-226-008	DEWIS W. KNAUF AND JULIE A. KNAUF, HUSBAND AND WIFE, AS JOINT TENANTS	11	
3WA0026	02-16-101-004 02-16-101-006 02-17-226-003 02-17-226-004	SAN PLAZA PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	12	
3WA0027	02-16-102-005	CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FIRST NATIONAL BANK, SUCCESSOR TO CASTLE BANK, AS TRUSTEE UNDER A TRUST AGREEMENT KNOWN AS TRUST NUMBER 2508	12	
3WA0028	02-16-101-007 02-16-101-008 02-17-226-011 02-17-226-012	BRIAN P. WEBER AND AMELIA K. WEBER, AS JOINT TENANTS	12	
3WA0029	02-17-226-001	LIMITED HOLDINGS LLC	12	
3WA0030	02-16-102-001	DANIEL GAVIN	12	
3WA0031	02-17-226-010	LAI-CHENG SUEW TRUSTEE AND CHENG-WEI SUEW TRUSTEE TRUST DATED SEPTEMBER 23, 1996 KNOWN AS THE CHENG-WEI SUEW LIVING TRUST	12	
3WA0032	02-09-300-001	SEE NOTE 3	13	
3WA0033	02-08-400-001	CHICAGO WB INVESTORS LLC	13	
3WA0034	02-09-300-014	RAGING WAVES LLC, SERIES A, A DELAWARE SERIES LIMITED LIABILITY COMPANY	14	
3WA0035	02-09-300-015	BETTY O'KEEFE FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP	15	
3WA0036	02-08-200-013 02-05-400-005	DANIEL A. HAZEL	15	
3WA0037	02-09-100-010	REMOLL COUNTY, ILLINOIS	16	

NOTE 1: CLARENCE HOLDMAN AND SANDRA HOLDMAN, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 50/50 INTEREST, SHARON HOLDMAN DEWITT, N/K/A SHARON HOLDMAN DEWITT, AS TO AN UNDIVIDED 50/50 INTEREST, CLARENCE BAZAN, AS TO AN UNDIVIDED 5/120 INTEREST, BRIAN HOLDMAN, AS TO AN UNDIVIDED 8/120 INTEREST, BETH HOLDMAN, AS TO AN UNDIVIDED 8/120 INTEREST

NOTE 2: CLARENCE H. HOLDMAN, TRUSTEE UNDER THE CLARENCE H. HOLDMAN LIVING TRUST DATED MAY 17, 2000, AS TO AN UNDIVIDED 1/2 INTEREST AND SANDRA KAY HOLDMAN (OR HER SUCCESSOR), TRUSTEE UNDER THE SANDRA KAY HOLDMAN LIVING TRUST DATED MAY 17, 2000, AS TO AN UNDIVIDED 1/2 INTEREST

NOTE 3: CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FIRST NATIONAL BANK, SUCCESSOR TO CASTLE BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 2000, AND KNOWN AS TRUST NUMBER 2373

NOTE 4: 02-21-126-001; 02-16-401-001; 02-16-300-008; 02-16-300-009; 02-21-126-002

FILE NO. 100-119887-7

FILE NAME

Drawn by

FILED WORK COMPLETED ON 12/12/2010

OWNER NAME - HELLIC

DISCREPANCY - GB

REVISION - CR

CHECKED - CF

PLAT DATE - 1/15/2011

DATE - 4/18/2011

ILLINOIS DEPARTMENT OF TRANSPORTATION
PLAT OF HIGHWAYS

ROUTE FAP 326 (IL 47)
SEC

SECTION (107, 108, 108S)R-1
T 37 N, R 7 E OF 3RD P.M.

COUNTY KENDALL
PROJECT#

JOB # R-93-007-10
SHEET NO. 2 OF 18 SHEETS

STA 112+70.35 TO STA 260+44.78

CONTRACT NO.








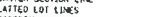

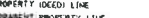





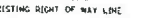












AMERICAN
SURVEYING & ENGINEERING, P.C.
841 N. Collins Ave., Des Moines, IA 50319
402-268-6281
ILLINOIS PROFESSIONAL DESIGN
FIRM NO. 184-003182

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLAT OF HIGHWAYS

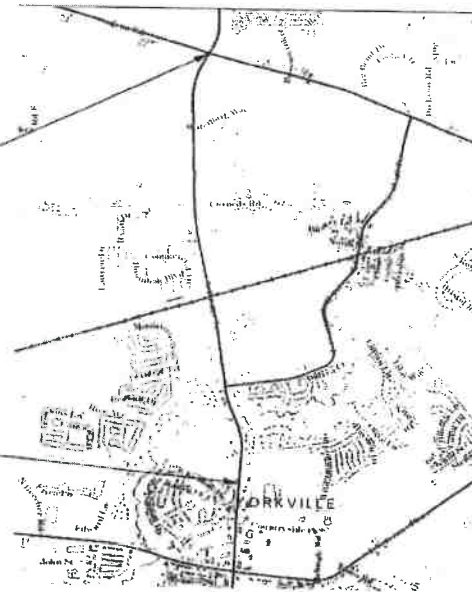
ROUTE: FAP ROUTE 326 (IL 47)
SECTION: (107, 108, 108S)R-1
COUNTY: KENDALL
LIMITS: CARPENTER ST. TO GALENA RD.
JOB NO.: R-93-007-10

LEGEND

- | | | | |
|---|------------------------------|---|---|
|  | SECTION CORNER |  | QUARTER SECTION CORNER |
|  | SECTION LINE |  | QUARTER SECTION LINE |
|  | PLATTED LOT LINE |  | PROPERTY LINE |
|  | APPARENT PROPERTY LINE |  | EXISTING CENTERLINE |
|  | PROPOSED CENTERLINE |  | EXISTING RIGHT OF WAY LINE |
|  | PROPOSED RIGHT OF WAY LINE |  | PROPOSED RIGHT OF WAY & ACCESS CONTROL LINE |
|  | PROPOSED EASEMENT |  | EXISTING ACCESS CONTROL LINE |
|  | PROPOSED ACCESS CONTROL LINE |  | MEASURED DIMENSION |
|  | RECORDED DIMENSION |  | EXISTING BUILDING |
-
- | | | | |
|---|------------------------|---|-----------------|
|  | IRON PIPE OR ROD FOUND |  | "HAND" NAIL SET |
|  | CUT CROSS FOUND OR SET |  | 5/8" REBAR SET |
-
- | | |
|---|--|
|  | STARTING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER. |
|  | STARTING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. SURVEY 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKED POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER. |
|  | PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 66710102 (TO BE SET BY OTHERS) |
|  | RIGHT OF WAY STARTING PROPOSED TO BE SET |

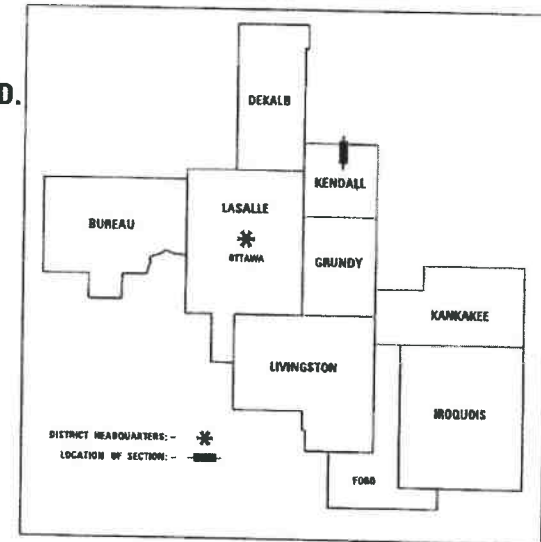
LAND ACQUISITION ENDS
STA. 260 + 44.78

LAND ACQUISITION BEGINS
STA. 112 + 70.35



LOCATION MAP
NOT TO SCALE

REGION 2 DISTRICT 3

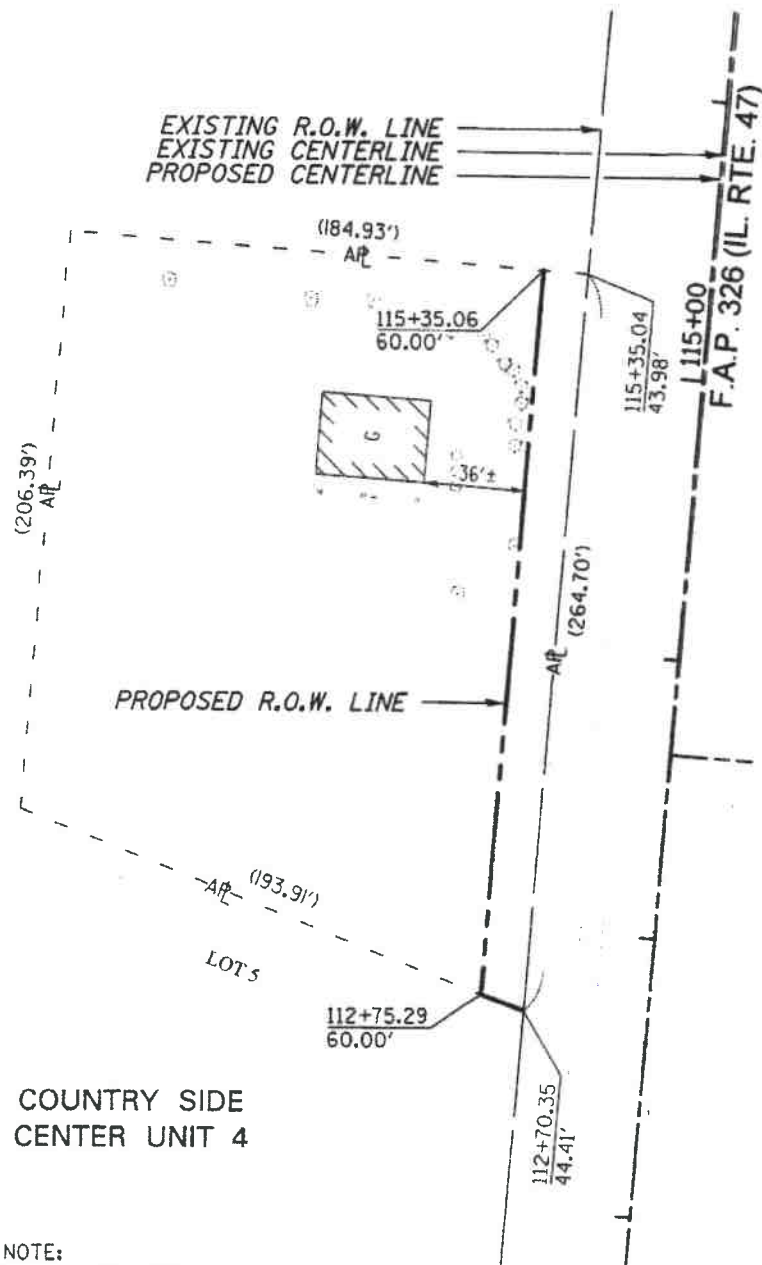


PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS



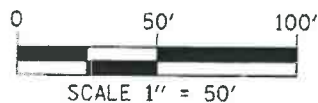
AMERICAN
SURVEYING & ENGINEERING, P.C.
845 N. Collins Ave., Suite 101, Chicago, IL 60611
616-996-4331
ILLINOIS PROFESSIONAL DESIGN
FIRM NO. 184-003182
SHEET 1 OF 10 SHEETS

PART OF THE SW. 1/4 OF SEC. 21, T. 37 N., R. 7 E.
OF THE 3RD P.M. IN KENDALL COUNTY, IL.



EASEMENT NOTE:
BK. 123, PG. 409 AFFECTED
BK. 145, PG. 195 NOT AFFECTED

APL = APPARENT PROPERTY LINE



TITLE COMMITMENT KL-2215.0

PARCEL NO. 3WA0001

UNITED CITY OF YORKVILLE

TOTAL HOLDING = 1.398 AC. ±
TOTAL R.O.W. REQUIRED = 0.095 AC. ±
[4,145 SQ.FT.±]
REMAINDER = 1.303 AC. ±

PREMISE PLAT

ROUTE FAP 326 (IL 47)
SECTION (107,108,108S)R-1
COUNTY KENDALL
JOB NUMBER R-93-007-10

REV.

ASE JOB NO. 210007.7

**AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE
FOR HIGHWAY PURPOSES**

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 of Illinois; and,

WHEREAS, the Illinois Department of Transportation, Office of Program Development (“IDOT”) proposes to improve Illinois Route 47 from south of Galena Road to Kennedy Road in the City, which improvement requires the acquisition of .095 acres, legally described on *Exhibit A* attached hereto, owned by the City (the “Property”); and,

WHEREAS, the City has agreed to compensation in the amount of \$8,600.00 as the fair market value of the Property and is prepared to convey the Property to the People of the State of Illinois, Department of Transportation for highway purposes as hereinafter provided.

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

Section 1. Conveyance of the real property legally described on *Exhibit A* attached hereto (the “Property”) to the People of the State of Illinois, Illinois Department of Transportation for highway purposes is hereby authorized.

Section 2. The City hereby agrees to accept compensation in the amount of \$8,600.00 for the aforesaid conveyance of the Property.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Warranty Deed conveying the Property as aforesaid and to execute and deliver such instruments as may be necessary to implement said conveyance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner 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



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2020-33

Agenda Item Summary Memo

Title: Mill Road Railroad Crossing Agreements

Meeting and Date: City Council – May 26, 2020

Synopsis: Review of Agreements

Council Action Previously Taken:

Date of Action: PW 05-19-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-33

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

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

Date: May 11, 2020
Subject: Mill Road – BNSF Agreements

The purpose of this memo is to present three (3) separate agreements regarding the planned improvements on Mill Road at the BNSF Grade Crossing. The three (3) agreements are as follows:

1. BNSF Crossing Agreement
2. ICC Stipulated Agreement
3. BNSF Easement Agreement

Background:

The Mill Road Reconstruction project will require improvements to be made at the BNSF crossing. Improvements to the crossing include widening of the crossing surface at the tracks and installation of upgraded safety equipment.

The improvements will be constructed by BNSF. The cost breakdown is noted below. Note that the Illinois Commerce Commission (ICC) has committed to pay for 95% of the safety equipment upgrades with Grade Crossing Protection Funds (GCPF).

	Cost – BNSF or GCPF	Cost - City
Railroad Crossing/Widening	\$0	\$17,080
Safety Equipment Installation	\$188,932	\$9,944
Easement Agreement	\$0	\$6,250
Total	\$188,932	\$33,274

The BNSF Crossing Agreement is a standard agreement between the Railroad and the City for the necessary widening improvements.

The ICC Stipulated Agreement commits the GCPF for the project.

An easement across the BNSF Railroad ROW does not exist, therefore they will require an easement agreement. BNSF will require a payment of \$6,250 for the easement.

Questions Presented:

Should the City approve the three (3) agreements related to the railroad improvements?

Discussion:

The original project budget allowed for \$250,000 for railroad related costs.

Project costs will be paid for with funds from the developer of Grande Reserve.

The City Attorney, as in most situations with the railroad, accepts the documents having reviewed them.

Action Required:

Consideration of approval of the three (3) agreements.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A SERVICES AGREEMENT
WITH BNSF RAILWAY COMPANY**

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, BNSF Railway Company ("*BNSF*") operates and maintains a system of railway tracks throughout the United States, including parts of the City; and,

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") desire to improve safety around the existing intersection of Mill Road and BNSF's tracks (the "*Intersection*"); and,

WHEREAS, BNSF has agreed to install a new concrete crossing surface at the Intersection and to upgrade its tracks in conjunction with the installation; and,

WHEREAS, the Corporate Authorities will improve Mill Road at the Intersection to accommodate the newly installed surface; and

WHEREAS, the Mayor and City Council of the City have reviewed the Crossing Surface Installation Agreement (the "*Services Agreement*") and find it to be in the best interests of the City and its residents to contract with BNSF in accordance with the terms of the Services Agreement, thereby improving the safety and condition of Mill Road at the intersection with the BNSF railway tracks.

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

Section 1. The recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. The Services Agreement between the United City of Yorkville and BNSF Railway Company, a foreign corporation, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Services Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution 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.

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



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10016019
Mile Post 43.743
Line Segment 1
U.S. DOT Number 079578N
Mendota Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, 20__, by and between the United City of Yorkville, IL (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to extend the existing concrete crossing surface at Mill Road to allow for a wider roadway;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install 8' of a new concrete crossing surface on each side of the road. The new crossing surface will adequately cover all vehicular driving lanes at Mill Road. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

- (a) Design and Construction of Mill Road;
- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD;
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent; and,
- (f) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.



3. **Payment; Invoicing.** AGENCY agrees to pay Company the actual cost of the BNSF Work. AGENCY's **ESTIMATED** total cost for the new crossing surface is \$17,576 as shown in Exhibit B. Company shall send to AGENCY a final invoice upon completion and AGENCY shall pay the final invoice within 30 days of receipt.

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Mill Road Street crossing during installation of the new crossing surface.

6. **Drainage.** The AGENCY agrees to allow BNSF to drain water from the Mill Road Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7. **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Mill Road Street/Ave and the new crossing surface on both sides of the track as well as the area between the tracks.

8. **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

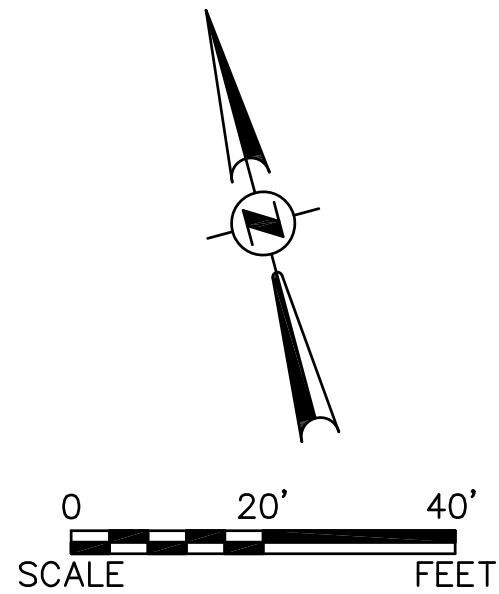
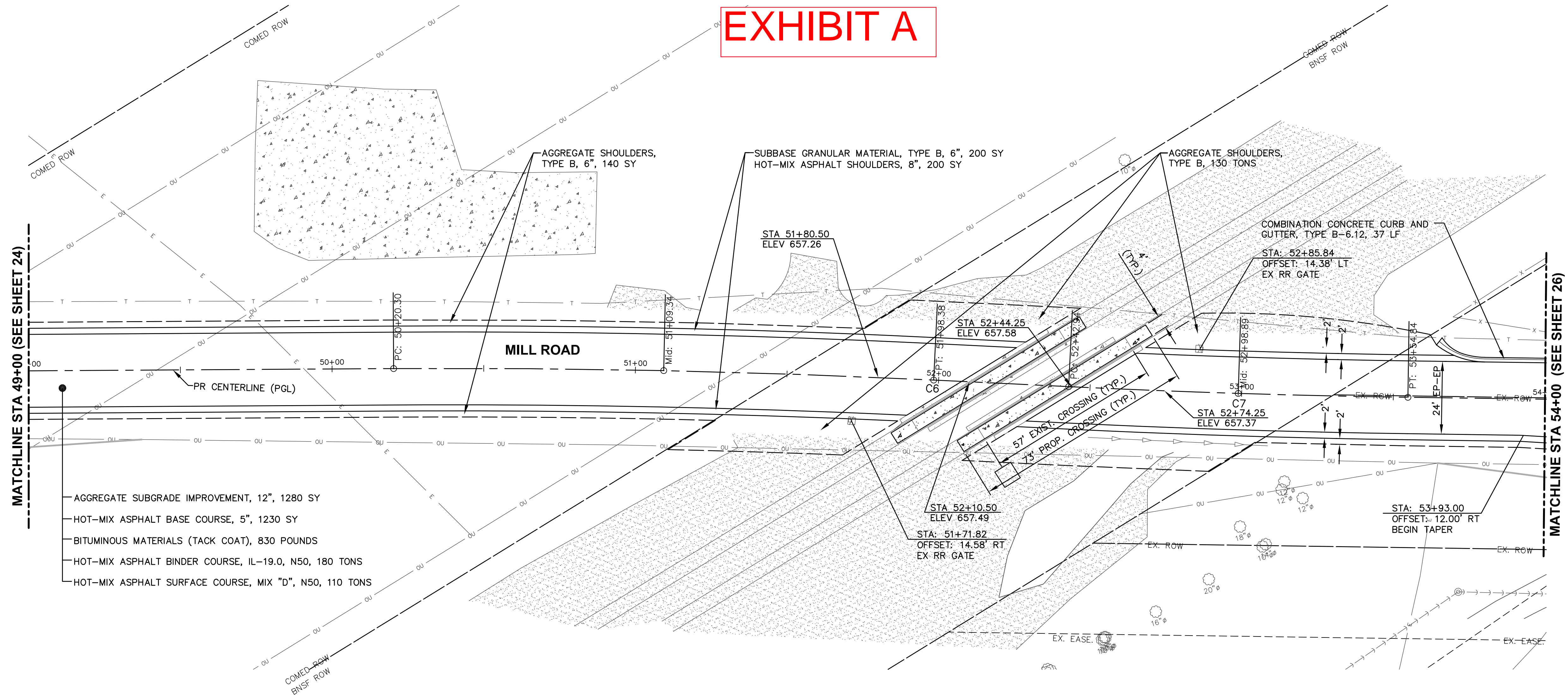
AGENCY:
United City of Yorkville

By: _____

Printed Name: _____

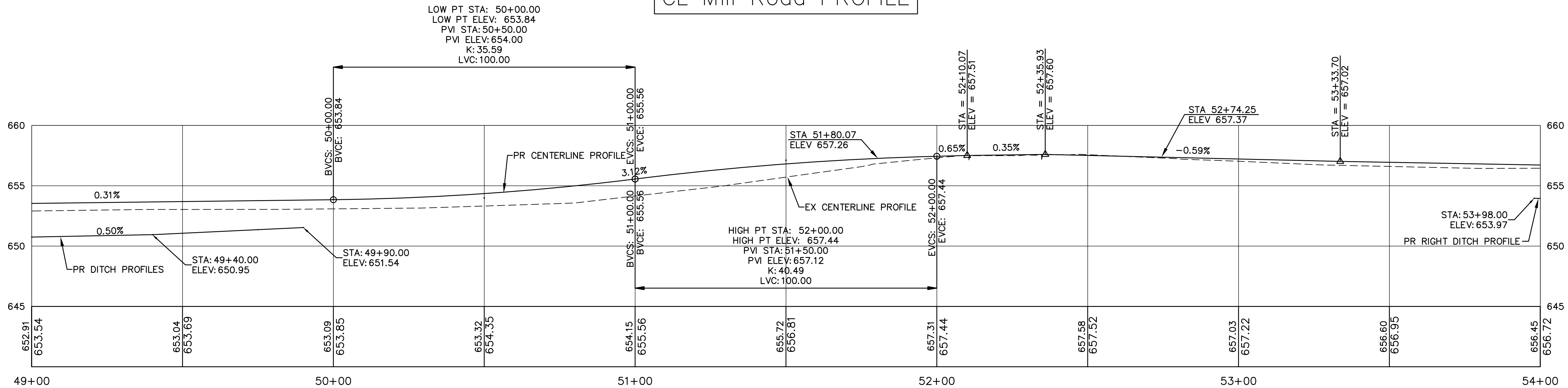
Title: _____

EXHIBIT A



- AGGREGATE SUBGRADE IMPROVEMENT, 12", 1280 SY
- HOT-MIX ASPHALT BASE COURSE, 5", 1230 SY
- BITUMINOUS MATERIALS (TACK COAT), 830 POUNDS
- HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 180 TONS
- HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 110 TONS

CL Mill Road PROFILE



PROP. CURVE NO. 6
PI STA. = 51+09.37
 Δ = 03° 08' 22" (RT)
D = 01' 45' 47"
R = 3250.00'
T = 89.06'
L = 178.09'
E = 1.22'
e = _____
T.R. = _____
S.E. RUN = _____
P.C. STA. = 50+20.30
P.T. STA. = 51+98.39

PROP. CURVE NO. 7
PI STA. = 52+98.90
 Δ = 01° 58' 22" (LT)
D = 01' 45' 47"
R = 3250.00'
T = 55.95'
L = 111.90'
E = 0.48'
e = _____
T.R. = _____
S.E. RUN = _____
P.C. STA. = 52+42.95
P.T. STA. = 53+54.85

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

Plotted: February 18, 2020 @ 2:07 PM By: Jim Schmidt - Tab: PP9 (25) Mill Road 22-34

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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

MILL ROAD RECONSTRUCTION
YORKVILLE, ILLINOIS

MILL ROAD
PLAN & PROFILE
STA 49+00 TO STA 54+00

DATE: SEPTEMBER 2018
PROJECT NO: Y01726
Y01726 PP
SHEET **25** OF **76**

Path: \\HERCULES\EEL\STORAGE\CAD\SDSKPRO\A\YORKVILLE\Y01726.DWG FINAL ENG\Y01726 PP

EXHIBIT BAUTHORITY FOR EXPENDITURE

LOCATION : BRISTOL	LINE SEGMENT : 1	AFE NUMBER :
PLANITEM NUMBER : 234633000	MILEPOST : 43.743	RFA NUMBER : 5902220
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : CH	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : MENDOTA	BUDGET YEAR : 2020
JOINT FACILITY : YORKVILLE	TRACK TYPE : 1	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : IL	REPORTING OFFICE : 722
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S3801

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV MENDOTA SUB LS 1 MP 43.743 - DOT# 079578N - 100% BILLABLE TO YORKVILLE - EXTEND CROSSING 8' IN BOTH DIRECTIONS ON BOTH TRACKS ACCT PUBLIC AGENCY WILL BE WIDENING THE ROADWAY

PRIMARY FUNDING SOURCE IS STATE

** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
234633000	1	43.743	43.743	1	BRISTOL	BRISTOL	PUBLIC IMPROVEMENT PROJECT	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	6,939	6,939
MATERIAL COSTS	0	0	0	0	8,518	8,518
OTHER COSTS	0	0	0	0	1,623	1,623
TOTALS	0	0	0	0	17,080	17,080

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5902220

COSTING DATE: 01/01/2020

PRINTED ON: 10/30/2019

ESTIMATED BY: SAVARD

PRINTED BY: SAVARD

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
YORKVILLE

LOCATION BRISTOL

DETAILS OF ESTIMATE

PLAN ITEM : 234633000

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - CHE DIV MENDOTA SUB LS 1 MP 43.743 - DOT# 079578N - 100% BILLABLE TO YORKVILLE

EXTEND CROSSING 8' IN BOTH DIRECTIONS ON BOTH TRACKS ACCT PUBLIC AGENCY WILL BE WIDENING THE ROADWAY

REQUESTED BY DANIEL PELTIER 6/19/19

REVISION REQUESTED BY DANIEL PELTIER 10/29/19 - CHANGE XING MATERIAL

PRIMARY FUNDING SOURCE IS STATE

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

REPLACE CROSS TIES - CAP	15.44 MH	521	
REPLACE PUBLIC CROSSING - TOTAL REHAB	32.0 MH	1,001	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	16.0 MH	501	
PAYROLL ASSOCIATED COSTS		1,321	
DA OVERHEADS		2,194	
EQUIPMENT EXPENSES		1,048	
INSURANCE EXPENSES		353	
TOTAL LABOR COST		6,939	6,939

MATERIAL			

SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	72.0 EA **	144	
TIE, GRADE 5, BORATE TREATED	24.0 EA	1,425	
CONC 136 08-SEC, FOR TANGENT TRK, WITH FILLER FOR	32.0 FT **	5,184	
CONCRETE XING RAMP AND PANEL RESTRAINT,	2.0 ST **	620	
MATERIAL HANDLING		368	
ONLINE TRANSPORTATION		48	
USE TAX		656	
OFFLINE TRANSPORTATION		73	
TOTAL MATERIAL COST		8,518	8,518

OTHER			

TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			15,457
CONTINGENCIES			1,453
BILL PREPARATION FEE			170
GROSS PROJECT COST			17,080
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			17,080

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Mill Road widening.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State



and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify United City of Yorkville at _____ and Railway's Manager Public Projects, telephone number (763) 782-3495 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Brian Ferencak at 773-579-5129 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the United City of Yorkville and must not be undertaken until approved in writing by the Railway, and until the United City of Yorkville has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the United City of Yorkville for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or



agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 815-246-9752) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by United City of Yorkville. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 17 freight trains per 24-hour period at a timetable speed of 60 MPH and 7 passenger trains at a timetable speed of 79 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY**

OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (John Stilley 913-551-4519). All underground and overhead wires will be considered **HIGH VOLTAGE** and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.



1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	St:	Zip:	
_____		_____	_____	_____	
8. Date of Birth:		and/or Age:		Gender:	
_____		_____		_____	
		(if available)			
Phone Number:		Employer:			
_____		_____			
9. Injury:		10. Body Part:			
_____		_____			
		(i.e., Laceration, etc.)		(i.e., Hand, etc.)	
11. Description of Accident (To include location, action, result, etc.): _____					

12. Treatment:					
<input type="checkbox"/> First Aid Only _____					
<input type="checkbox"/> Required Medical Treatment _____					
<input type="checkbox"/> Other Medical Treatment _____					

13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
15. Hospital Name: _____					
16. Hospital Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
17. Diagnosis: _____					



EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: BF10016019

_____ [contractor's legal name] (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 202_, with the **United City of Yorkville** for the performance of certain work in connection with the following project: **widening of Mill Road**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for United City of Yorkville (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend



any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:



- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:



- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to remove any exclusion for punitive damages.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
 - ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.



The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed



against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Dusty Hartz (815-246-9752) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.



Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

(Contractor legal name)

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective _____, 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING A STIPULATED AGREEMENT WITH
THE ILLINOIS COMMERCE COMMISSION AND BNSF RAILWAY COMPANY**

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, BNSF Railway Company ("*BNSF*") operates and maintains a system of railway tracks throughout the United States, including parts of the City; and,

WHEREAS, the Illinois Commerce Commission (the "*Commission*") conducted an investigation into pedestrian and vehicular safety at the intersection of Mill Road and BNSF's tracks at railroad milepost 43.74 (the "*Intersection*"); and,

WHEREAS, the Commission has determined, and the City and BNSF agree, that multiple improvements must be made to increase public safety at the Intersection, including the installation of new warning equipment, circuitry, and signals, as well as a remote monitoring system (the "*Improvements*"); and,

WHEREAS, pursuant to an order from the Commission, the Illinois Department of Transportation ("*IDOT*") shall allow Motor Fuel Tax revenue from the Grade Crossing Protection Fund ("*GCPF*") to be used to pay for 95% of the Improvements, with the City paying for the remaining cost; and

WHEREAS, the Mayor and City Council of the City have reviewed the Stipulated Agreement between the Commission, IDOT, BNSF, and the City (the "*Stipulated Agreement*") and find it to be in the best interests of the City and its residents to enter into the Stipulated Agreement to improvement safety for the traveling population at the Intersection.

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

Section 1. The recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. The Stipulated Agreement between the United City of Yorkville, BNSF Railway Company, the Illinois Commerce Commission, and the Illinois Department of Transportation, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Stipulated Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution 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.

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

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2060**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), The BNSF Railway Company (Company), the United City of Yorkville (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the Mill Road (AAR/DOT #079578N, railroad milepost 43.74) highway-rail grade crossing of the Company's tracks, located in Yorkville, Kendall County; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossings by a representative of the Commission's Transportation Bureau Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersections, train movements, vehicular traffic volumes, sight distances and other pertinent data relating to the crossings has been obtained and shown on Exhibits A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossings upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law ("MFT") be required to pay a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the crossings should be:

- (a) Installation of new constant warning time equipment and circuitry and signal bungalow; relocation of the existing warning devices (automatic flashing light signals and gates with a bell, equipped with an event recorder); and, installation of a remote monitoring system, by the Company.

Section 3 The Company has prepared preliminary drawings, circuit plans and preliminary cost estimates to accomplish the proposed safety improvements, which may be required by Commission Order. The drawings, circuit plans and cost estimates are attached and incorporated herein by reference as Exhibits B.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that the Grade Crossing Protection Fund should be utilized for 95% of the work associated with the Installation and Upgrade of the constant warning equipment bungalow, and circuitry, relocation of the automatic flashing light signals and gates with a bell, and equipped with an event recorder and a remote monitoring, the cost for the proposed improvements is as follows:

- COST DIVISION TABLE -

IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY
Installation of new CWT equipment and circuitry and signal bungalow, relocation of the existing warning devices (Automatic Flashing Light Signals and Gates, equipped with an event recorder), installation of remote monitoring system	\$198,876	(95%) \$188,932 ¹	(5%) \$9,944 ¹	(0%) \$0 ²
TOTALS	\$198,876	\$188,932	\$9,944	\$0²

Notes:

¹ Total GCPF assistance not to exceed \$188,932; any installation costs above the estimated amount of \$198,876 will be divided between the GCPF and the City in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

² Company responsible for all future operating and maintenance costs associated with the new automatic warning devices. The warning device improvements are taking place in conjunction with a roadway widening project funded by the City. With available funding, the City has agreed to pay the 5% railroad share first recommended by Commission Staff.

Section 6 Commission Staff originally proposed a 95% / 5% cost division between the Grade Crossing Protection Fund (GCPF) and the Company. The City has agreed to pay the 5% portion of the cost for the proposed improvements, not to exceed \$9,944.

Section 7 The Company shall upon Order, according to the requirements contained therein, proceed toward in Installation and upgrade of the constant warning time equipment, bungalow, and circuitry, relocation of the automatic flashing light signals and gates with a bell, and equipped with an event recorder and a remote monitoring system, accomplishing the work with its own forces or appropriate contracted services agrees that an appropriate time for the completion of the proposed improvements should be no later than twelve (12) months from the date of a Commission Order approving this agreement.

Section 8 Special Provisions: Since the warning device improvements at the crossings will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The Company shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibit C, along with this executed Agreement.

The Company shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit C, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company Project Manager.

All bills for work specified in Section 2 of this Agreement authorized for reimbursement from the GCPF shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department or the Department's representative. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad and/or highway account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be for the most current audited and Federal Highway Administration approved company rates that have been entered into the Company billing system, as of the date of an invoice, for application to invoices for this project covered by this Agreement. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this XXth day of April 2020

Brian Vercruysse
Rail Safety Program Administrator

By:

Christopher M. Murauski
Senior Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by the United City Of Yorkville this _____ day of _____ 2020.

UNITED CITY OF YORKVILLE

By: _____

Attest:

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by BNSF Railway Company this _____ day of _____, 2020.

BNSF RAILWAY COMPANY

By:

Attest:

Illinois Commerce Commission Stipulated Agreement 2060, executed by Commission Staff on April XX, 2020, concerning improvements at the Mill Road highway-rail grade crossing of **BNSF** Railway Company's track, in Yorkville, Kendall, Illinois, designated as crossing MR/DOT #079578N, railroad milepost 43.74.

Executed by the Illinois Department of Transportation this _____ day of _____ 2020.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:

Bureau of Safety Programs and
Engineering

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch (Page 3)

RAILROAD	BNSF Railway
USDOT#, MILEPOST	079 578N, 43.74
STREET, CITY, COUNTY	Mill Road/FAU 3788, In Yorkville, Kendall County
JURISDICTION (RDWY)	City of Yorkville
LOCATION	Residential
STREET SURFACE	2-Lane, 2-Way (East-West), 20 Ft. Wide, Asphalt Roadway

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Main (N-S)	Concrete	50 ft.	Excellent

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Allegiance Crossing – 660 Feet East
TRAFFIC CONTROL	N/A
ADT & SPEED (POSTED?)	3400 Vehicles per day at 30 MPH
TRAFFIC TYPE	Passenger, Agricultural/Farm Equipment with possible School Busses, Hazardous Materials, and Emergency Response
ADVANCE WARNING	Yes
PAVEMENT MARKING	None

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	34 Per day
PASSENGER TRAFFIC	8 Per day @ 79MPH
WARNING DEVICES	R15-1 (Reflective Crossbucks) Gates with flashing lights and bell
OTHER	ENS (2)

NOTES:

Bungalow placement currently not installed at ICC recommended specified distances from rail and roadway.

VISIBILITY STUDY: See Location Sketch

Train Speed	79	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway		FEET
Along Tracks		FEET
Required Clearing Sight Distance (CSD) (Along Tracks)		FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	OK			
NW	OK			
SE	OK			
SW	OK			

*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Stopping Sight Distance – Along the Tracks, and Clearing Sight Distance criteria.

APPROACH GRADES: See Location Sketch

DIRECTION: WEST			DIRECTION: EAST		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0					
25					
50					
100					

Distance measured from outermost rail.

COMMENTS:

PROPOSED COST DIVISION

IMPROVEMENT	GCPF	CITY	KCS
SIGNALS	95%	5%	0% ¹
APPROACH	No Work	No Work	No Work

1. All future maintenance & operation costs of the new automatic warning devices to be paid by BNSF Railway

Plotted: February 18, 2020 @ 2:07 PM By: Jim Schmidt - Tab: PP9 (25) Mill Road 22x34

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

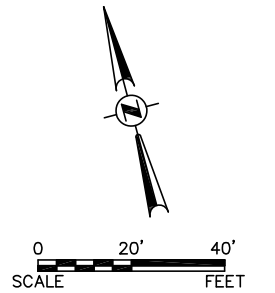
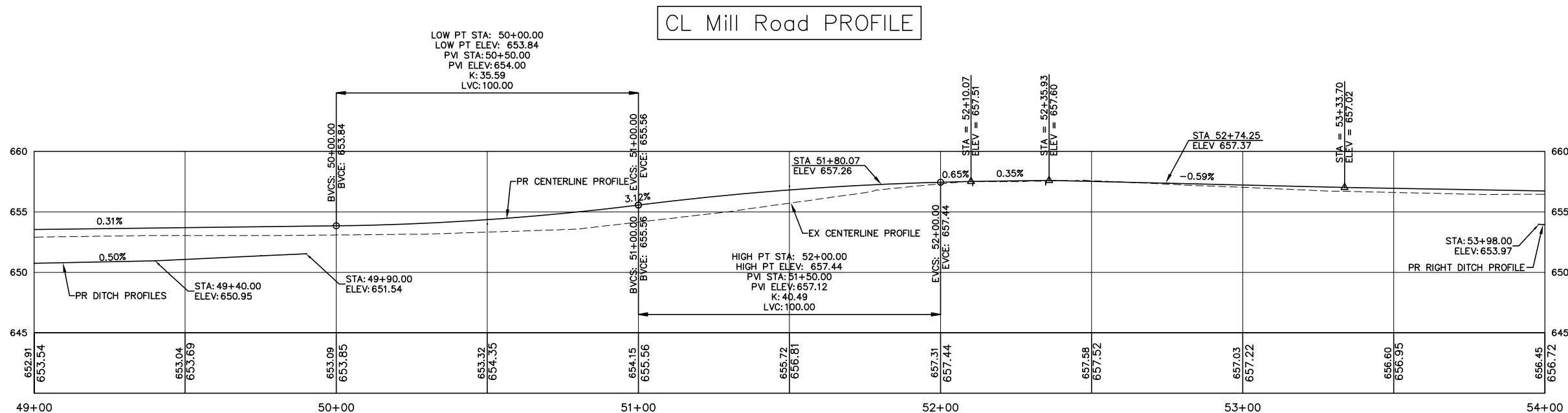
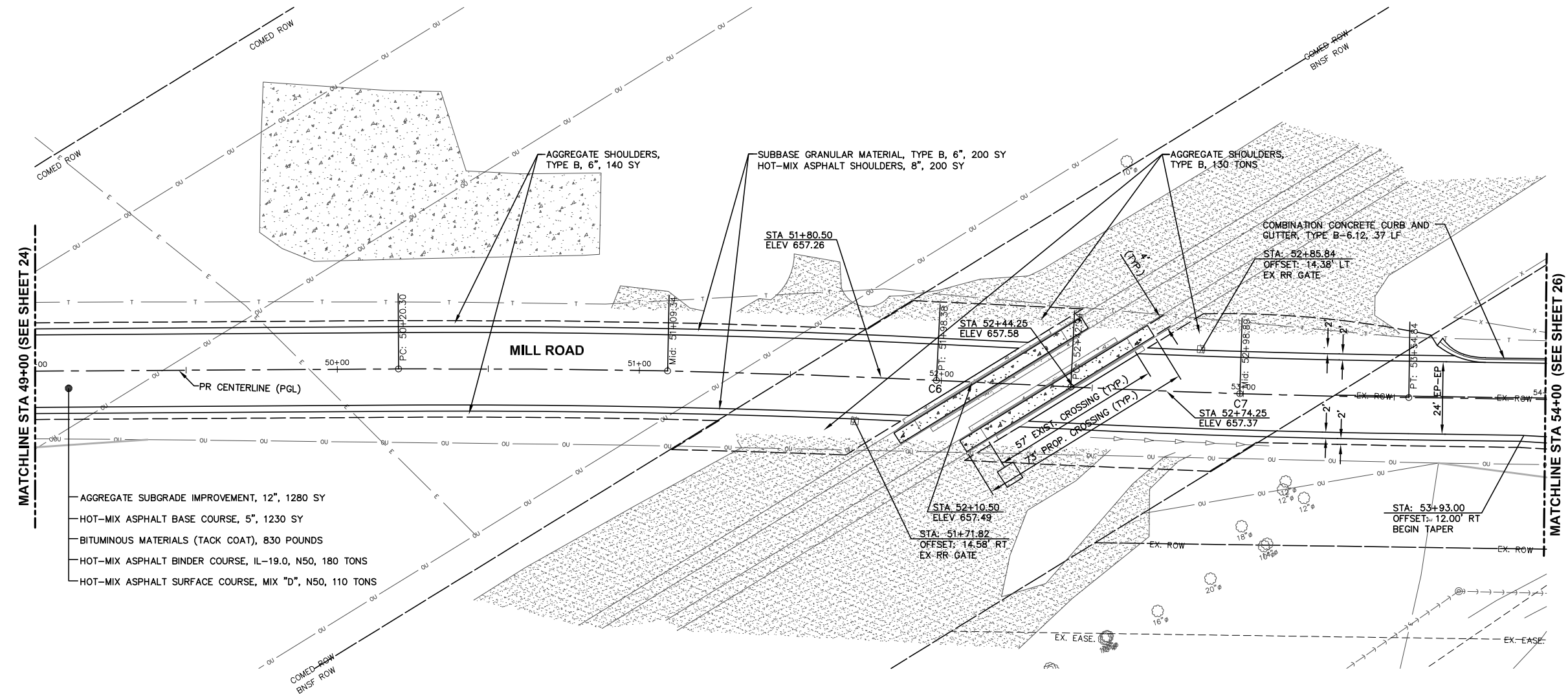
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS

MILL ROAD RECONSTRUCTION
YORKVILLE, ILLINOIS

MILL ROAD
PLAN & PROFILE
STA 49+00 TO STA 54+00

DATE: SEPTEMBER 2018
PROJECT NO: Y01726
Y01726 PP
SHEET **25** OF **76**



PROP. CURVE NO. 6
PI STA. = 51+09.37
Δ = 03° 08' 22" (RT)
D = 01' 45' 47"
R = 3250.00'
T = 89.06'
L = 178.09'
E = 1.22'
e = 0.48'
T.R. = 0.48'
S.E. RUN = 0.48'
P.C. STA. = 50+20.30
P.T. STA. = 51+98.39

PROP. CURVE NO. 7
PI STA. = 52+98.90
Δ = 01° 58' 22" (LT)
D = 01' 45' 47"
R = 3250.00'
T = 55.95'
L = 111.90'
E = 0.48'
e = 0.48'
T.R. = 0.48'
S.E. RUN = 0.48'
P.C. STA. = 52+42.95
P.T. STA. = 53+54.85

Exhibit A: Page 3

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

The Burlington Northern & Santa Fe Railway Company

TO GALESBURG

TO MONTGOMERY

EASTWARD APPR. 4055'
79 MPH

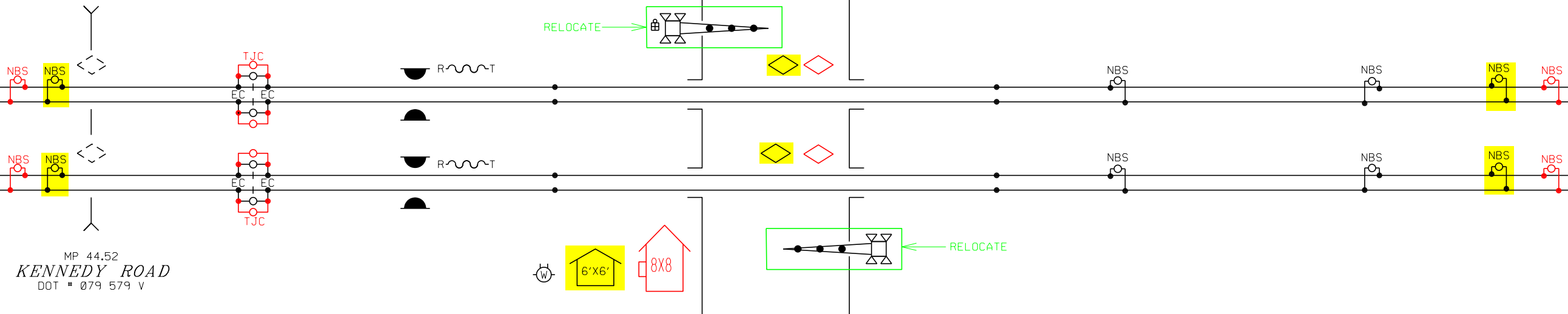
OVER 90'

WESTWARD APPR. 4055'
79 MPH

570'

50' MIN.

50' MIN.



MP 44.52
KENNEDY ROAD
DOT # 079 579 V

M.P. 43.77
MILL ROAD
DOT # 079578N

PROJECT# 75805

REPLACE: GATES, LEDS, FLASHERS
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

RED = IN YELLOW = OUT



INSTRUMENT HOUSE



BELL



METER



CROSSING CONTROL CONNECTIONS



BIDIRECTIONAL CROSSING CONTROL



UNIDIRECTIONAL CROSSING CONTROL



COUPLER OR TERMINATION



GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 4'3" with curb,

Min. 8'3" without curb,

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

Exhibit B: Page 1



BNSF RAILWAY CO.

LOCATION: BRISTOL IL

STREET: MILL ROAD

LS: 1

M.P. 43.77

DOT # 079578N

DIVISION: CHICAGO

SUBDIVISION: MENDOTA

NO SCALE

DATE: 02/18/20

FILE: 75805-StateSketch.dgn

AMW

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
ILDOT

Exhibit B: Page 2

LOCATION MONTGOMERY TO BRISTOL DETAILS OF ESTIMATE PLAN ITEM : 000312891 VERSION : 4

PURPOSE, JUSTIFICATION AND DESCRIPTION

MILL ROAD - BRISTOL, IL; REPLACE CONSTANT WARNING / FLASHERS / GATES; CHICAGO DIV; MENDOTA SUBDIV; LS 1; MP 43.77; DOT# 079578N; SEQ# 75805.

MONTHLY POWER UTILITY COST CENTER : 61690.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH	1,669	
SIGNAL FIELD - REPLACE	728.0	MH	22,445	
SIGNAL SHOP LABOR - CAP	0.01	MH	1	
PAYROLL ASSOCIATED COSTS			15,763	
DA OVERHEADS			26,171	
EQUIPMENT EXPENSES			5,362	
INSURANCE EXPENSES			4,219	
TOTAL LABOR COST			75,630	75,630

MATERIAL				

ARM, EZ GATE 16'-24'	2.0	EA N	1,040	
ARRESTOR, MDSA-2 XS	1.0	EA N	692	
BATTERY, 10 VGL-255, 18 VGL-350	1.0	LS N	7,166	
BELLS	2.0	EA N	409	
BUNGALOW 8X8 W/ AC	1.0	LS N	10,074	
BUNGALOW MATERIAL	1.0	LS N	8,181	
CABLE, 2C/6 TW	700.0	FT N	847	
CABLE, 3C/2	250.0	FT N	1,433	
CABLE, 5C/10	70.0	FT N	130	
CABLE, 5C/6	500.0	FT N	2,036	
CABLE, 7C/14	500.0	FT N	855	
CHARGERS, 12/80 (20/40/60)	2.0	EA N	2,060	
CONSTANT WARNING, XP4, 2TK	1.0	EA N	27,281	
COUPLER, TJC	2.0	EA N	1,685	
ELECTRICAL MATERIAL	1.0	EA N	1,500	
EVENT RECORDER	1.0	EA N	3,228	
FIELD MATERIAL	1.0	LS N	4,500	
FILL DIRT	20.0	CY N	500	
FOUNDATION, CONCRETE	2.0	EA N	543	
LIGHT OUT DETECTOR	1.0	EA N	907	
SHUNT, NBS	4.0	EA N	3,988	
SURFACE ROCK	10.0	CY N	500	
USE TAX			7,087	
OFFLINE TRANSPORTATION			991	
TOTAL MATERIAL COST			87,633	87,633

OTHER

AC POWER SERVICE	1.0 EA N	10,000	
BUNGALOW, WIRE AND TEST	1.0 LS N	5,643	
CONTRACT ENGINEERING	1.0 LS N	8,000	
DIRECTIONAL BORING	200.0 FT N	10,000	
TOTAL OTHER ITEMS COST		33,643	33,643
PROJECT SUBTOTAL			196,906
CONTINGENCIES			0
BILL PREPARATION FEE			1,970
GROSS PROJECT COST			198,876
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			198,876

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
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PROJECT INFORMATION:

Reporting Party:	
Docket/Order #; Date:	
Status Report (s) Due:	6 Month intervals from Order Date
Ordered Completion Date:	12 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	
Street, (in/near) City, County:	
Railroad Company:	

PROJECT MANAGER INFORMATION:

Name:	
Title:	
Representing:	
Street Address:	
City, State, Zip:	
Office Phone:	
Office Fax:	
Cellular Phone:	
E-Mail Address:	

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

Installation of new constant warning time equipment and circuitry and signal bungalow; relocation of the existing warning devices (automatic flashing light signals and gates with a bell, equipped with an event recorder); and, installation of a remote monitoring system, by the Company.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Christopher M. Murauski, Rail Safety Specialist
Phone: (630) 947-6283
Email: Christopher.Murauski@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

APPROACH/BRIDGE WORK

IDOT, District ##
Address

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXlupdates@dot.gov	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING AN EASEMENT AGREEMENT FOR ROADWAY
CONSTRUCTION, MAINTENANCE AND USE
(Mill Road)**

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, BNSF Railway Company, a Delaware corporation (“BNSF”) owns or controls certain real property at or near the vicinity of the City of Yorkville, County of Kendall, Illinois Railroad Mile Post 43.74 (the “Premises”) over which the City has requested and easement in order to reconstruct Mill Road; and,

WHEREAS, BNSF is prepared to convey to the City a perpetual non-exclusive easement over the Premises being legally described on Exhibit A to an **Easement Agreement for Roadway Construction, Maintenance and Use**, a copy of which is attached hereto (the “Easement Agreement” for a purchase price of \$6,250; and,

WHEREAS, the Easement Agreement provides, among other things, that BSNF reserves certain rights to the Premises ; and,

WHEREAS, the Mayor and City Council believe it to be in the best interests of the City and its residents to acquire an easement over the Premises and enter into the Easement Agreement in order to enable it to make needed improvements to Mill Road, an important thorough fare in the City.

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 recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the **Easement Agreement For Roadway Construction, Maintenance and Use** by and between the United City of Yorkville, Kendall County, Illinois and BNSF Railway Company, a Delaware corporation, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Ordinance 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 _____, A.D. 2020.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR 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

**EASEMENT AGREEMENT
FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE**

THIS EASEMENT AGREEMENT FOR ROADWAY CONSTRUCTION, MAINTENANCE AND USE ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and the UNITED CITY OF YORKVILLE, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Yorkville, County of Kendall, State of Illinois, Railroad Line segment 0001-2 at Railroad Mile Post 43.74, [Project # _____], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be the construction, maintenance and use of a public roadway and related surface improvements (collectively, "**Improvements**") to be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Plans and Specifications (as hereinafter defined) approved as set forth in **Section 5**. Grantee expressly acknowledges and agrees that the Easement Purpose does not include, and no rights are granted hereunder, for an elevated roadway or related improvements or any subsurface rights.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all Laws (as hereinafter defined), including without limitation zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

1.4 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 2 Compensation. Grantee shall pay Grantor, prior to the Effective Date, the sum of Six Thousand Two Hundred Fifty and No/100 Dollars (\$6,250.00) as compensation for the grant of this Easement.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Plans and Specifications for Improvements. Grantee shall submit to Grantor for its review and approval detailed information concerning the design, location and configuration of the Improvements ("Plans and Specifications"). As soon as reasonably practicable after Grantor's receipt of the Plans and Specifications and other information required by Grantor about the proposed location of the Improvements, Grantor will notify Grantee in writing whether Grantor has approved or disapproved the design, location and configuration of the proposed Improvements or the Plans and Specifications, and shall include one or more reasons for any disapproval. Grantor may disapprove the Plans and Specifications only where, in Grantor's sole judgment, construction, maintenance, operation or removal of all or any part of the Improvements constructed in accordance with the Plans and Specifications would cause Grantee to violate any of the provisions of Section 6.3 hereof. Following any disapproval, Grantee shall have the right to modify the location, configuration or other aspects of the Plans and Specifications of the proposed Improvements and to resubmit such modified information to Grantor for its further review and approval. Grantor may approve or disapprove the Plans and Specifications in Grantor's sole discretion. Any approval or consent by Grantor of any of such plans shall in no way obligate Grantor in any manner with respect to the finished product design and/or construction. Any such consent or approval shall mean only that such Plans and Specifications meet the subjective standards of Grantor, and such consent or approval by Grantor shall not be deemed to mean that such Plans and Specifications or construction are structurally sound and appropriate or that such Plans and Specifications or construction meet the applicable construction standards or codes. Any deficiency in design or construction, notwithstanding the prior approval of Grantor, shall be solely the responsibility of Grantee.

Section 6 Improvements.

6.1 Construction of Improvements. Grantee, and Grantee's Contractors, at Grantee's sole cost and expense, shall locate, configure, construct and maintain the Improvements: (i) in a good and workmanlike manner and in strict accordance with the Plans and Specifications approved by Grantor pursuant to the provisions of **Section 5** above, (ii) in conformance with applicable building uses and all applicable engineering, safety and other Laws, (iii) in accordance with the highest accepted industry standards of care, skill and diligence, and (iv) in such a manner as shall not adversely affect the structural integrity or maintenance of the Premises, any structures on or near the Premises, or any lateral support of structures adjacent to or in the proximity of the Premises. The construction of the Improvements within the Premises shall be completed by Grantee and Grantee's Contractors within one (1) year after the Effective Date. Grantee shall provide as built drawings of all Improvements to Grantor promptly upon completion of construction and shall use its best efforts to cause such as built drawings to be electronically accessible to Grantor.

6.2 Maintenance of Improvements. Grantee shall at all times during the term of this Easement Agreement, at Grantee's sole cost and expense, keep and maintain the Improvements located upon the Premises in a structurally safe and sound condition, in good repair and in compliance with the Plans and Specifications and this Easement Agreement. Grantee shall also promptly repair any damage to the Premises or the Improvements caused, either in whole or in part, by Grantee Parties (as hereinafter defined). Grantee shall not cause or permit another person to cause any damage to the Premises or the Improvements, and Grantee shall be responsible for any such damage which may occur as a result of any Grantee Party's action or inaction. Grantee shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials on the Premises and shall keep the Premises in a clean and safe condition. Grantee shall, at its sole cost and expense, remove ice and snow from the Premises. Grantee shall keep the Premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on the Premises, said work of cutting and removal to be done at such times and with such frequency as to comply with local Laws and regulations and abate any and all hazard of fire. Grantor shall have no obligation whatsoever, monetary or non-monetary, to maintain the Improvements in the Premises.

6.3 No Interference. During the construction of, and any subsequent maintenance performed on, operation of, or removal of, all or any portion of the Improvements, Grantee, at Grantee's sole cost, shall perform all activities and work on or near Grantor's rail corridor or property and/or the Premises in such a manner as to preclude injury to persons or damage to the property of Grantor, or any party on or with property on Grantor's rail corridor or property, and shall ensure that there is no interference with the railroad operations or other activities of Grantor, or anyone present on Grantor's rail corridor or property with the authority or permission of Grantor. Grantee shall not disturb any improvements of Grantor or Grantor's existing lessees, licensees, license beneficiaries or lien holders, if any, or interfere with the use of such improvements. Grantor may direct one of its field engineers to observe or inspect the construction, maintenance, operation or removal of the Improvements, or any portion thereof, at any time to ensure such safety and noninterference, and to ensure that the Improvements comply with the Plans and Specifications. If any Grantee Party is ordered at any time to leave the Premises or to halt any activity on the Premises, then the party conducting that activity immediately shall cease such activity and leave the Premises, if the order was issued by Grantor's personnel to promote safety, such noninterference with other activities or property, or because the Improvements were not in compliance with this Easement Agreement. Notwithstanding the foregoing right of Grantor, Grantor has no duty or obligation to observe or inspect, or to halt work on, the Premises, it being solely Grantee's responsibility to ensure that the Improvements are constructed, maintained, operated and removed in strict accordance with all Laws, safety measures, such noninterference and the Plans and Specifications and in compliance with all terms hereof. Neither the exercise nor the failure by Grantor to exercise any right set forth in this **Section 6.3** shall alter the liability allocation set forth in this Easement Agreement.

6.4 No Alterations. Except as may be shown in the Plans and Specifications approved by Grantor for the Easement, Grantee may not make any alterations to the Premises, or permanently affix anything to the Premises, without Grantor's prior written consent. If Grantee desires to change either the location of any of the Improvements or any other aspect of the Plans and Specifications of any of the Improvements, Grantee shall submit such change and modified Plans and Specifications to Grantor in writing for its approval in the same manner as provided for in **Section 5**. Grantee shall have no right to commence any such change until after Grantee has received Grantor's approval of such change in writing.

6.5 Approvals: Compliance with Laws and Safety Rules.

- (a) Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required approvals or authorizations from applicable governmental authorities.
- (b) Prior to entering the Premises, and at all times during the term of this Easement Agreement, Grantee shall comply, and shall cause its contractor, any subcontractor, any assignee, and any contractor or subcontractor of any assignee performing work on the Premises or entering the Premises on behalf of Grantee (collectively, "**Grantee's Contractors**"), to comply, with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) (collectively, "**Laws**"), and all of Grantor's applicable safety rules and regulations including those found on the website noted below in **Section 6.5(c)**.
- (c) No Grantee Party may enter the Premises without first having completed Grantor's safety orientation found on the website: www.BNSFcontractorm.com.

6.6 Other Improvements. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

6.7 Flagging and Other Costs. Grantee shall not conduct any activities on, or be present on, any portion of the Premises or Grantor's rail corridor or property that is within twenty-five (25) feet of any active railroad track, except in the presence of a flagman. In any case where a flagman or flagmen are required in connection with the presence of individuals on Grantor's rail corridor or the Premises, Grantee shall provide as much advance notice as possible prior to any entry upon the Premises. Grantor shall arrange for the presence of the flagman or flagmen as soon as practicable after receipt of such notice from Grantee. Grantee shall reimburse to Grantor, within thirty (30) days following Grantee's receipt of each bill therefor, Grantor's costs in arranging for and providing the flagman or flagmen, which shall be billed to Grantee at Grantor's then applicable standard rate. The estimated cost of one flagger as of the Effective Date is \$600 for an eight hour basic day with time and one-half or double time for overtime, rest days and holidays, plus the cost of any vehicle rental costs or other out-of-pocket costs. Grantee agrees to reimburse Grantor (within thirty (30) days after receipt of a bill therefor) for all other costs and expenses incurred by Grantor in connection with Grantee's use of the Premises or the presence, construction, maintenance, and use of the Improvements situated thereon.

6.8 No Unauthorized Tests or Digging. Grantee, and Grantee's Contractors, must not conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Grantor's rail corridor or property (whether or not such centerline is located within the Premises), except after Grantee has obtained written approval from Grantor, and then only in strict accordance with the terms and any conditions of such approval.

6.9 Boring. Prior to conducting any boring work on or near Grantor's rail corridor or property (which shall only be permitted within the Premises), Grantee and Grantee's Contractors shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the

foregoing, Grantee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Grantee's written request, which shall be made thirty (30) business days in advance of Grantee's proposed construction or modification of Improvements, Grantor will provide to Grantee any information that Grantor has in the possession of its Engineering Department concerning the existence and approximate location of Grantor's underground utilities and pipelines at or near the vicinity of the proposed Improvements. Prior to conducting any boring work, Grantee, and Grantee's Contractors, shall review all such material. Grantor does not warrant the accuracy or completeness of information relating to subsurface conditions and Grantee's, and Grantee's Contractors', operations at all times shall be subject to the liability provisions set forth herein. For all bores greater than 20 inches in diameter and at a depth less than ten (10) feet below the bottom of a rail, Grantee, and Grantee's Contractors, shall perform a soil investigation which must be reviewed by Grantor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Grantor's reasonable opinion that granular material is present, Grantor may select a new location for Grantee's use, or may require Grantee, and Grantee's Contractors, to furnish for Grantor's review and approval, in Grantor's sole discretion, a remedial plan to deal with the granular material. Once Grantor has approved any such remedial plan in writing, Grantee, and Grantee's Contractors, at Grantee's sole cost, shall carry out the approved plan in accordance with all terms thereof and hereof. Any open hole, boring or well constructed on the Premises by Grantee, or Grantee's Contractors, shall be safely covered and secured at all times when anyone who is not creating it, working in it or using it as permitted hereunder is present in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises shall be promptly filled in by Grantee and Grantee's Contractors to surrounding ground level with compacted bentonite grout, or otherwise secured or retired in accordance with any applicable Laws. No excavated materials may remain on Grantor's rail corridor or property for more than ten (10) days, and must be properly disposed of by Grantee and Grantee's Contractors in accordance with applicable Laws.

6.10 Drainage of Premises and Property. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Premises shall be made and maintained by Grantee in such manner, form and to the extent as will provide adequate drainage of and from the Premises and Grantor's adjoining right of way; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from the Property and Grantor's adjoining right of way, Grantee shall construct and maintain such culverts or drains within the Premises as may be requisite to preserve such natural and pre-existing drainage. Grantee shall wherever necessary, construct extensions of existing drains, culverts or ditches through or along the Premises, such extensions to be of adequate sectional dimensions to preserve flowage of drainage or other waters, and/or material and workmanship equally as good as those now existing.

6.11 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

6.12 Modification, Relocation or Removal of Improvements. If at any time, Grantor desires the use of its rail corridor in such a manner that, in Grantor's reasonable opinion, would be interfered with by any portion of the Improvements or the Easement, Grantee, at Grantee's sole cost, shall make such changes in the Improvements and/or Premises that, in the sole discretion of Grantor, are necessary to avoid interference with the proposed use of Grantor's property, including, without limitation, Grantee relocating or removing all or a portion of the Improvements from the Premises. Grantor acknowledges that, in some instances, Improvements will not need to be moved or removed from the Premises, but can be protected in place, subject to approval by Grantor's engineering department. Grantee hereby waives any rights that it may have to use condemnation Laws to keep Improvements in place and not relocate or remove the Improvements where relocation or removal is required by Grantor. Where it is practicable to do so, Grantor shall provide to Grantee at least one hundred twenty (120) days prior written notice that Improvements must be modified, removed or relocated, and in

circumstances where one hundred twenty (120) days notice is not practicable, Grantor shall provide to Grantee as much notice as it reasonably can, and in no case less than twenty (20) days prior written notice. Grantee shall ensure that all Improvements are modified, removed or relocated as required on or before the date set forth in Grantor's written notice.

Section 7 Indemnification.

7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR AND GRANTOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY, "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS EASEMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS EASEMENT AGREEMENT,**
- (iii) OCCUPATION AND USE OF THE PREMISES BY GRANTEE'S OR GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER (INDIVIDUALLY, A "GRANTEE PARTY," AND COLLECTIVELY, "GRANTEE PARTIES"),**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY GRANTEE PARTIES, OR**
- (v) ANY ACT OR OMISSION OF GRANTEE PARTIES,**

IF SUCH SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE. THE FOREGOING OBLIGATIONS OF LICENSEE GRANTEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY (1) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE OR (2) THE SOLE NEGLIGENCE OF AN INDEMNITEE BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.

7.2 TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 7.1, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT GRANTOR IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE IMPROVEMENTS FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. GRANTEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. GRANTEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED

BY THIS EASEMENT AGREEMENT SHALL NOT IN ANY WAY SUBJECT GRANTOR TO CLAIMS THAT GRANTOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

7.3 TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL, AND SHALL CAUSE GRANTEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES AND PERMITTEES TO, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF GRANTEE, OR ANY OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, INVITEES, LESSEES, LICENSEES OR PERMITTEES, CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

7.4 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Easement Agreement for which Grantee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 8 Insurance. Grantee shall, at its sole cost and expense, procure and maintain during the life of this Easement Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Grantee.. . Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to ***Railway***.
- ◆ Additional insured endorsement in favor of and acceptable to ***Railway and Jones, Lang, LaSalle Global Services RR, Inc.***
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by ***Railway***.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.
- ◆ Additional insured endorsement in favor of and acceptable to **Railway**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railway**.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Grantee's statutory liability under the worker's compensation Laws of the state(s) in which the work is to be performed. If optional under State Law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railway**.

D. Railroad Protective Liability Insurance is required if there is any construction or demolition activities. This insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Railway prior to performing any work or services under this Easement Agreement

If available and in lieu of providing a Railroad Protective Liability Policy, Grantee may participate in the Railway's Blanket Railroad Protective Liability Insurance Policy available to Grantee or its contractor. The limits of coverage are the same as above. The cost is \$_____.

- ☐ I **elect** to participate in Grantor's Blanket Policy;
- ☐ I **elect not** to participate in Grantor's Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Grantee agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Grantee further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under its care, custody, or control.

Grantee is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Grantee in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Easement Agreement, be covered by Grantee's insurance will be covered as if Grantee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing work, Grantee shall furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Railway, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Grantee represents that this Easement Agreement has been thoroughly reviewed by Grantee's insurance agent(s)/broker(s), who have been instructed by Grantee to procure the insurance coverage required by this Easement Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Grantee, Grantee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Grantee is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this **Section 8** shall entitle, but not require, Railway to terminate the Easement immediately. Acceptance of a certificate that does not comply with this **Section 8** shall not operate as a waiver of Grantee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Grantee shall not be deemed to release or diminish the liability of Grantee including, without limitation, liability under the indemnity provisions of this Easement Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

For purposes of this **Section 8**, Railway shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 9 Environmental.

9.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials

Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

9.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

9.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

9.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

9.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 9**. Should Grantee not comply fully with the above-stated obligations of this **Section 9**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 12**.

Section 10 PERSONAL PROPERTY WAIVER. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF GRANTEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Section 11 Default and Termination.

11.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

11.2 Grantor's Termination Rights. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee: (i) if default shall be made in any of the covenants or agreements of Grantee contained in this Easement Agreement, (ii) in case of any assignment or transfer of the Easement by operation of law, or (iii) if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

11.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 12**.

11.4 Non-exclusive Remedies. The remedies set forth in this **Section 11** shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law or in equity.

Section 12 Surrender of Premises.

12.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

12.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 13 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 13** or any other section of this Easement Agreement.

Section 14 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 15 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor: BNSF Railway Company
2650 Lou Menk Dr
Fort Worth, Texas 76131-2830
Attn: Director of Real Estate

With a copy to: JLL Rail Practice Group
2650 Lou Menk Dr
Fort Worth, Texas 76131-2830
Attention: Real Estate

If to Grantee: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: John Purcell, Mayor

Section 16 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 17 Miscellaneous.

17.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Texas without regard to conflicts of law provisions.

17.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

17.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

17.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining

provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

17.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

17.6 Time is of the essence for the performance of this Easement Agreement.

Section 18. Administrative Fee

Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

UNITED CITY OF YORKVILLE,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this ____ day of _____, 20____, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort Worth, Texas 76131, and the UNITED CITY OF YORKVILLE, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Kendall County, Illinois as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across a portion of the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

The UNITED CITY OF YORKVILLE, a

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 201__, by _____
(name) as _____ (title) of BNSF RAILWAY
COMPANY, a Delaware corporation.

Notary Public

(Seal)

My appointment expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 201__, by _____
(name) as _____ (title) of _____
, a _____.

Notary Public

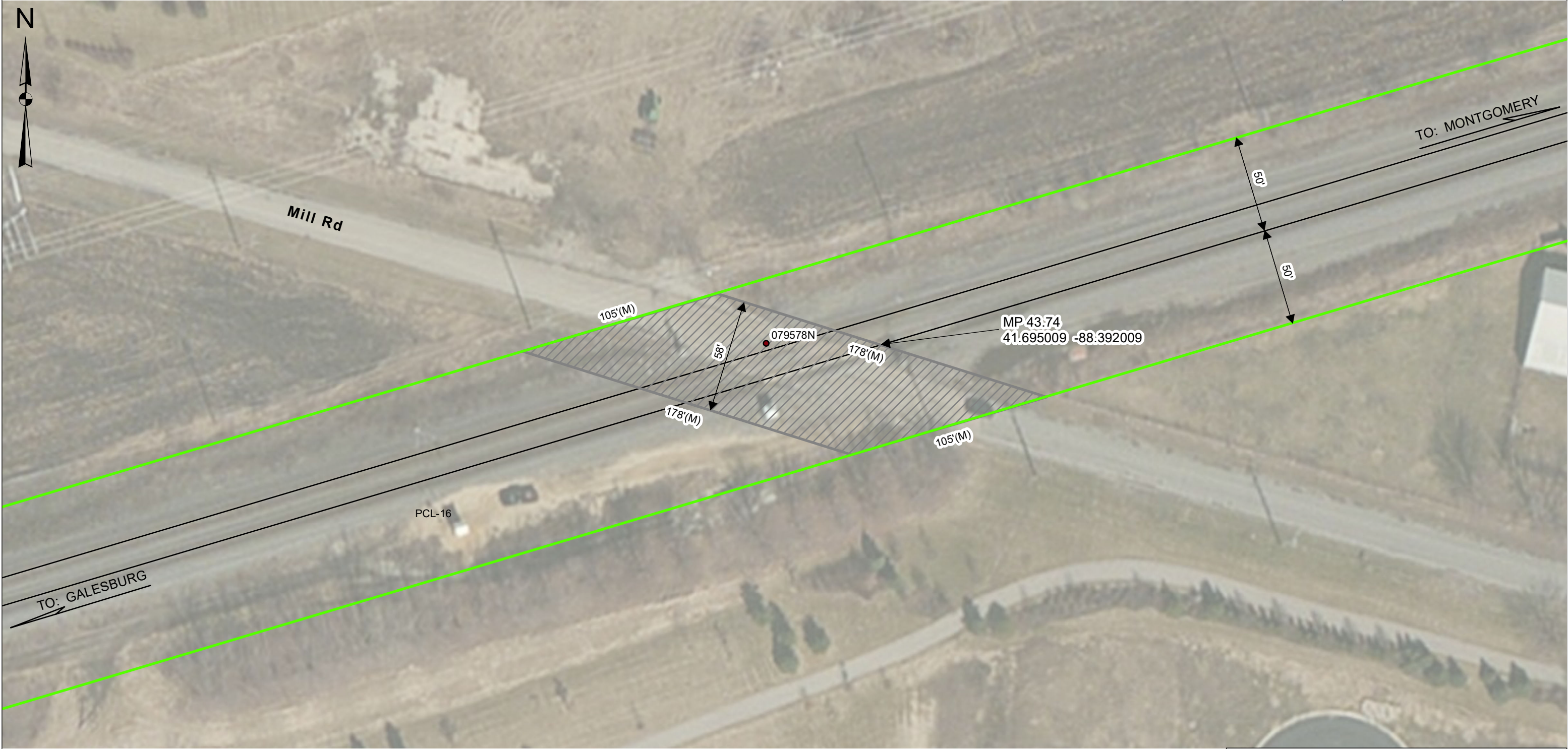
(Seal)

My appointment expires: _____

SCALE:1 IN = 50 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = -
R/W = r50407

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: CITY OF YORKVILLE
AT: YORKVILLE
KENDALL COUNTY,
IL

- LEGEND:**
- PERMANENT EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

CHICAGO DIVISION
MENDOTA SUBDIVISION - L.S. 0001-2
VAL.SEC. 38017
CB&Q RR IL-04A, MAP 01
SEC. 11, T37N, R7E 3RD
DATE: 1/21/2020
MP 43.74



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2020-30

Agenda Item Summary Memo

Title: Treasurer's Report for April 2020

Meeting and Date: City Council – May 26, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 05-20-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-30

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

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

TREASURER'S REPORT - for the month ending April 30, 2020



	Cash Basis										
	Beginning Fund Balance	April Revenues	YTD Revenues	Revenue Budget	% of Budget	April Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance	
General Fund											
01 - General	\$ 6,879,823	\$ 1,069,910	\$ 16,792,671	\$ 16,469,238	102%	\$ 1,190,899	\$ 15,166,425	\$ 16,783,649	90%	\$ 8,506,069	
Special Revenue Funds											
15 - Motor Fuel Tax	635,382	61,115	735,736	534,904	138%	6,149	715,286	816,718	88%	655,832	
79 - Parks and Recreation	452,914	106,256	2,256,289	2,244,988	101%	110,604	2,168,696	2,349,081	92%	540,508	
72 - Land Cash	211,832	568	36,449	58,435	62%	-	5,118	104,850	5%	243,163	
87 - Countryside TIF	(422,459)	-	203,884	232,318	88%	939	923,209	923,808	100%	(1,141,784)	
88 - Downtown TIF	(1,024,518)	-	75,776	80,000	95%	3,354	288,342	426,484	68%	(1,237,084)	
89 - Downtown TIF II	(2,736)	-	24,171	-	0%	-	95,234	35,000	272%	(73,799)	
11 - Fox Hill SSA	10,485	-	13,382	13,381	100%	-	9,304	30,977	30%	14,562	
12 - Sunflower SSA	(22,626)	-	18,140	18,140	100%	-	10,644	13,977	76%	(15,130)	
Debt Service Fund											
42 - Debt Service	-	26,915	328,009	324,025	101%	-	324,025	324,025	100%	3,984	
Capital Project Funds											
25 - Vehicle & Equipment	496,042	10,809	1,020,610	207,368	492%	110,480	1,056,577	571,726	185%	460,076	
23 - City-Wide Capital	629,429	164,671	1,358,824	4,172,029	33%	32,055	1,301,248	4,798,408	27%	687,005	
Enterprise Funds											
* 51 - Water	3,533,027	685,735	4,726,301	4,699,931	101%	148,063	4,824,877	5,779,725	83%	3,434,451	
* 52 - Sewer	1,110,251	287,047	2,219,882	2,149,679	103%	41,261	2,046,986	2,546,355	80%	1,283,147	
Library Funds											
82 - Library Operations	554,271	2,112	1,589,088	1,576,751	101%	45,273	1,552,960	1,620,345	96%	590,399	
84 - Library Capital	83,260	3,266	112,062	50,100	224%	7,184	59,960	75,500	79%	135,362	
Total Funds	\$ 13,124,377	\$ 2,418,402	\$ 31,511,274	\$ 32,831,287	96%	\$ 1,696,262	\$ 30,548,892	\$ 37,200,628	82%	\$ 14,086,760	

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2020-34

Agenda Item Summary Memo

Title: Consolidation and Closure of Park & Recreation Bank Accounts

Meeting and Date: City Council – May 26, 2020

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM 05-20-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-34

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

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](https://twitter.com/CityofYorkville), and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: May 13, 2020
Subject: Consolidation & Closure of Park & Rec Bank Accounts

Summary

Approval of a resolution that consolidates and closes two Park & Recreation bank accounts at the First National Bank of Omaha (FNBO).

Background

Historically the Park & Recreation Department has maintained separate bank accounts from the City, consisting of an operating account (-0667) and a special events account (-0113); even though there is no legal requirement or operational efficiency to be gained by doing so. The closing of these two bank accounts would allow Park & Recreation monies to be consolidated (i.e. comingled) with other City funds, which is the same treatment applied to other City departments, such as Water, Sewer, Land Cash, etc. It would also streamline other financial processes by:

- Eliminating the need to transfer money back and forth between Parks & Recreation and City accounts in order to fund payroll, accounts payable, interfund transfers and reclassing journal entries.
- Reduce staff time when preparing the daily bank deposit, since Parks & Recreation cash would no longer need to be segregated from other City funds; thus, only one deposit would need to be prepared.
- Further reduces the amount of staff time spent on bank reconciliations, as there would be two less accounts to reconcile.

It should be noted that Park & Recreation revenues, expenditures and fund balances would continue to be recorded as they always have, within the Parks & Recreation Fund (79) and the Parks & Recreation Capital cost center of the Vehicle & Equipment Fund (25). Moreover, the City's accounting system would continue to track Park & Recreation cash, so we will know at all times what portion of the City's total cash position is allocated to the Park & Recreation Department. The only difference would be where the money is physically housed (i.e. comingled with other City funds instead of a separate bank account).

Recommendation

Staff recommends approval of the attached resolution.

**A RESOLUTION AUTHORIZING THE CLOSURE OF A CHECKING ACCOUNT
WITH FIRST NATIONAL BANK**

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 desires to close certain bank accounts established for the payment of activities of the City’s Park and Recreation Department which are no longer required by said department.

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 Rob Fredrickson, Finance Director, be and is hereby authorized to direct the First National Bank to close the City’s account identified by the last four digits 0667 and the account identified by the last four digits 0113.

Section 2. This Resolution shall be in full force and effect upon its package 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 _____

SEAVAR TARULIS _____

JASON PETERSON _____

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

MAYOR



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

Agenda Item Number

Administration Committee #3

Tracking Number

ADM 2020-35

Agenda Item Summary Memo

Title: Code Amendment Title 1 Chapter 7 Section 3

Meeting and Date: City Council – May 26, 2020

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM 05-20-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-35

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker, Purchasing Manager

Administration

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Administrative Committee
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Date: May 20, 2020
Subject: City Code Amendment to Title 1, Chapter 7, Subsection 3:
Contracts and Purchases

Summary

Approval of an Ordinance to Amend the City Code, Title 1, Chapter 7, Subsection 3: Contracts and Purchases, to address two changes to the code regarding the procurement process and the disposal policy.

Background

This item was last discussed by the City Council in January 14, 2020, when the City Council expressed support for modifying the City's current disposal policy, which states that anything having an original value of more than \$500 must be approved by City Council before it can be disposed. Accordingly, we have drafted the attached ordinance which updates the value of staff-level disposal authority to \$5,000 of residual value (as opposed to original value). The change in the old disposal policy (Exhibit B) to this proposal also aligns with Oswego's policy for consistency in the Purchasing Manager position. For disposal of anything above \$5,000, the City Council is still required to vote to approve disposal.

The disposal policy was previously authorized by the City Council via resolution and was not codified. We have proposed to codify it by including it within the Contracts and Purchases section of City Code. Upon review of that section of the City Code, we felt it was also important to modify the purchasing code for purchases less than \$25,000 to align with current processes. The Contracts and Purchases code was last updated in 2017 to increase the purchasing threshold to \$25,000 from \$20,000 but has otherwise not changed since 2011. During the 2008 discussion, the City threw out a business registration database, where companies could notify the City of what materials and goods they have for sale. For City purchases over \$5,000, the City is supposed to quote out the purchase to all businesses in City limits that have registered for that type of a good or service. That database has never been widely used by the business community, despite a large push several years ago. Additionally, I don't believe the informal quote to registered business has ever been successfully used by staff. As a result, we propose to remove all references to this process.

Finally, we've added a section for cooperative purchasing due to the increase in shared services, joint purchasing and purchasing cooperatives, as this language will provide guidance when such procurements occur. Generally, the first section of the cooperative purchase code just directs the City Administrator to figure out joint procurement opportunities and use them when possible. The remaining content in the code references the state law governing

intergovernmental purchasing and reiterates that competitive bidding must still occur in expenditures beyond \$25,000. For instance, Oswego could conduct a competitive bidding process for tree trimming. If the final bid was \$40,000 annually for Oswego (and if the bid documents allow add-ons), Yorkville could then vote to approve a \$40,000 contract for tree trimming with the same vendor under an intergovernmental agreement (i.e. – Yorkville has not conducted the competitive bidding process themselves).

The red-lined changes to the City Code can be found in the attached Exhibit A.

Recommendation

Staff recommends the City Council approve the attached ordinance authorizing the proposed changes to the City Code, Title 1, Chapter 7, Subsection 3: Contracts and Purchases.

Attachments

- Ordinance
 - Exhibit A – Amended City Code Title 1 Chapter 7 Section 3: Contracts and Purchases – Red-lined Version
 - Exhibit B – Resolution 2005-05 Disposal of Property Policy
-

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE CITY CODE, TITLE 1, CHAPTER 7, SECTION 3: CONTRACTS AND PURCHASES

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

WHEREAS, Title 1, Chapter 7, Section 1-7-3 of the Yorkville City Code, establishes procedures for all purchases and contracts to be accepted by the City; and,

WHEREAS, the Mayor and the City Council (the “*Corporate Authorities*”) have reviewed the procedures for contracts and purchases and have determined that it is in the best interest of the City and its residents to amend Title 1, Chapter 7, Section 1-7-3 of the Yorkville City Code to provide for procurement of all goods and services required by the City.

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 Section 1-7-3 of the Yorkville City Code, be and is hereby deleted in its entirety and the following added in its stead:

“1-7-3: CONTRACTS AND PURCHASES:

- A. Definitions: The expression "lowest responsible bidder", as used in this section and in the City's bidding documents, shall be deemed to mean the lowest bidder whose offer best represents in quality, fitness and capacity the requirements of the proposed work or usage.
- B. Bids For All Contracts For Services Of Materials Over Twenty Five Thousand Dollars:
 - 1. Advertising For Bids: Except as otherwise provided herein, all contracts of whatever nature for labor, services or work, and for the purchase or lease of materials or supplies involving amounts in excess of twenty five thousand dollars (\$25,000.00) made by or on behalf of the City shall be let to the lowest responsible bidder following notice as required in the following subsections:

- a. Notice shall be published in a newspaper of general circulation throughout the City at least once which publication shall be at least fifteen (15) days prior to the time designated for opening bids. The notice shall include a general description of the article or service desired, shall state the time, date and place of bid opening, and shall designate where bidding documents may be obtained.
- b. All purchases or contracts to be let shall be noticed by posting on the public bulletin board in the City Hall.

2. Bidding Procedures:

- a. Bidder's Security: All bids must be sealed and, in the case of contracts for construction of Municipal buildings or facilities or for labor, shall be accompanied by security, either cash, cashier's check, certified check or surety bond, in a sum equal to ten percent (10%) of the total aggregate of the bid. The successful bidder shall forfeit his bid security upon such bidder's failure or refusal to execute the contract within the time designated in the bid documents. The City Council, in such event, may award the contract to the new lowest responsible bidder.
- b. Other Bond Requirements: A faithful performance bond, labor and material bond and other bonds may be required by the City Council in amounts reasonably necessary to protect the City's interests in obtaining the services or work involved. If bonds are required, the form and amount thereof shall be designated in the notice inviting bids.
- c. Bid Opening Procedures: All bids shall be submitted to the City Clerk, who shall safeguard them in a sealed condition until the time noticed for public bid opening. At the time and place stated in the public notices, the City Clerk or designee shall publicly open all bids. The tabulation of all bids or copies of bids received shall be available for public inspection in the Clerk's Office for a period of not less than thirteen (13) days after the bid opening.
- d. Award Of Contracts:
 - i. Lowest Responsible Bidder: The City Council may make an award of contract to the lowest responsible bidder. If considered to be in the best interest of the City, selected portions of the lowest responsible bid may be accepted and award made accordingly. In the alternative, the City Council may either reject all bids and readvertise or authorize the City itself to perform the work and directly acquire the items desired in accordance with the immediately following provision.
 - ii. Direct Method: After bids are rejected or if no bids are received, the City Council, by resolution and act of majority vote of the Council, including the Mayor, may authorize the work done by City personnel and equipment

or may authorize the purchase of the material and equipment for services involved on the open market without complying with the requirements of this section, provided that the City Council reserves competent information or data that the City itself is capable of completing the project involved in a more satisfactory or economical manner or that the materials, equipment or services may be purchased more economically on the open market.

- e. Tie Bids: If two (2) or more bids are received which are in all respects equal, the contract shall be awarded to the bidder maintaining a place of business in the City. However, if all or none of said bidders maintain a place of business in the City, then the contract shall be awarded by drawing lots.

3. Exemptions From Bidding Requirements:

- a. Notwithstanding any provisions of this section to the contrary, the competitive bidding procedures and requirements may be dispensed within any of the following instances:
 - i. When a commodity being purchased is standardized in a manner to be compatible with equipment or articles in existing City use and in order to obtain more function or economic use from such existing equipment or articles, together with such commodity.
 - ii. When in public session, the City Council has received competent information, data and sworn testimony supporting the facts that the product or service desired is provided only by one person or firm.
 - iii. The City Council may authorize the purchase of materials, supplies, equipment and services or may order work performed by the City upon a finding of support by competent information or data that such purchase or work is urgent and immediately necessary for the preservation of life, health and property. The term "urgent and immediately" as used herein shall be deemed to mean threatening to happen at once, such as an impending danger or calamity.
 - iv. When an agreement involves acquisition of services, equipment or any agreement entered into with another governmental entity.
 - v. The City may award a renewal or extension of an existing contract or agreement with any supplier or vendor of services, equipment, materials or work performed by or on behalf of the City in the event that the City is satisfied with the past performance of the entity providing said service, equipment or work. In the event the City Council wishes to make a renewal or extension of an existing agreement with the City, no competitive bidding shall be required by the City Council by a vote of the

majority of the Aldermen then holding office. Nothing contained herein shall be interpreted to restrict the power of the City to amend the terms of any existing agreement upon renewal or extension thereof so long as the City Council passes a resolution approving the terms of any amendment or modification of an existing agreement.

- vi. The City may award any contract or approve any purchase of materials without advertising for bids if authorized by two-thirds (2/3) of the Aldermen then holding office.

C. Cooperative Procurement:

1. Authority:

When deemed in the best interest of the city by the city administrator, supplies, services or construction may be procured pursuant to a cooperative purchasing agreement in accordance to the Governmental Joint Purchasing Act, 30 Illinois Compiled Statutes 525/1 et seq., as amended.

2. Cooperative Purchasing:

The city may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.

3. Competition:

All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Subsection 1-7-3(B) of this Code.

D. Surplus Property:

1. Real Property:

In the City has either (1) adopted an ordinance to sell surplus real estate pursuant to Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the "Illinois Municipal Code") and has received no bid; or, (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner.

If the City has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate

and the City has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:

- a. by the staff of the municipality;
- b. by listing with local licensed real estate agencies; or
- c. by public auction.

The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three-fourths (3/4) of the corporate authorities then holding office.

2. Personal Property:

Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the City owns any personal property which is no longer necessary or useful to or in the best interests of the City to retain with a residual value of less than \$5,000, the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the City, including not limited to:

- a. Competitive sealed bidding;
- b. Donation;
- c. Recycling Company;
- d. Public auction;
- e. Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
- f. Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.

Any personal property which has a residual value in excess of \$5,000 shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.

Surplus property shall not be made available to any elected or appointed official or employee of the City, unless through a public auction or competitive sealed bidding process.”

Section 2. Resolution 2005-05 adopted January 25, 2005 regarding surplus property is hereby repealed.

Section 3. This Ordinance 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 _____, A.D. 2020

City Clerk

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

EXHIBIT A:

CHAPTER 7 MUNICIPAL FINANCES

1-7-1: BUDGET AND BUDGET OFFICER:

1-7-2: TAX LEVY:

1-7-3: CONTRACTS AND PURCHASES:

1-7-4: PUBLIC BENEFIT TAX AND FUND:

1-7-5: WATER TOWER CONSTRUCTION ACCOUNT:

1-7-6: WAGE RATES FOR PUBLIC WORKS EMPLOYEES:

1-7-7: DISCLOSURE OF PUBLIC RECORDS; FEES:

1-7-8: DEVELOPMENT FEES FOR EXTENDING MUNICIPAL SERVICES:

1-7-9: ANNEXATION AND ZONING FEES:

1-7-10: DIRECTOR OF FINANCE:

1-7-11: VOLUNTARY PAYMENT:

1-7-3: CONTRACTS AND PURCHASES:

- A. Definitions: The expression "lowest responsible bidder", as used in this section and in the City's bidding documents, shall be deemed to mean the lowest bidder whose offer best represents in quality, fitness and capacity the requirements of the proposed work or usage.
- B. Bids For All Contracts For Services Of Materials Over Twenty Five Thousand Dollars:
 - 1. Advertising For Bids: Except as otherwise provided herein, all contracts of whatever nature for labor, services or work, and for the purchase or lease of materials or supplies involving amounts in excess of twenty five thousand dollars (\$25,000.00) made by or on behalf of the City shall be let to the lowest responsible bidder following notice as required in the following subsections:
 - a. Notice shall be published in a newspaper of general circulation throughout the City at least once which publication shall be at least fifteen (15) days prior to the time designated for opening bids. The notice shall include a general description of the article or service desired, shall state the time, date and place of bid opening, and shall designate where bidding documents may be obtained.
 - b. All purchases or contracts to be let shall be noticed by posting on the public bulletin board in the City Hall.
 - 2. Bidding Procedures:
 - a. Bidder's Security: All bids must be sealed and, in the case of contracts for construction of Municipal buildings or facilities or for labor, shall be accompanied by security, either cash, cashier's check, certified check or surety bond, in a sum equal to ten percent (10%) of the total aggregate of the bid. The successful bidder shall forfeit his bid security upon such bidder's failure or refusal to execute the contract within the time designated in the bid documents. The City

Council, in such event, may award the contract to the new lowest responsible bidder.

- b. Other Bond Requirements: A faithful performance bond, labor and material bond and other bonds may be required by the City Council in amounts reasonably necessary to protect the City's interests in obtaining the services or work involved. If bonds are required, the form and amount thereof shall be designated in the notice inviting bids.
 - c. Bid Opening Procedures: All bids shall be submitted to the City Clerk, who shall safeguard them in a sealed condition until the time noticed for public bid opening. At the time and place stated in the public notices, the City Clerk or designee shall publicly open all bids. The tabulation of all bids or copies of bids received shall be available for public inspection in the Clerk's Office for a period of not less than thirteen (13) days after the bid opening.
 - d. Award Of Contracts:
 - i. Lowest Responsible Bidder: The City Council may make an award of contract to the lowest responsible bidder. If considered to be in the best interest of the City, selected portions of the lowest responsible bid may be accepted and award made accordingly. In the alternative, the City Council may either reject all bids and readvertise or authorize the City itself to perform the work and directly acquire the items desired in accordance with the immediately following provision.
 - ii. Direct Method: After bids are rejected or if no bids are received, the City Council, by resolution and act of majority vote of the Council, including the Mayor, may authorize the work done by City personnel and equipment or may authorize the purchase of the material and equipment for services involved on the open market without complying with the requirements of this section, provided that the City Council reserves competent information or data that the City itself is capable of completing the project involved in a more satisfactory or economical manner or that the materials, equipment or services may be purchased more economically on the open market.
 - e. Tie Bids: If two (2) or more bids are received which are in all respects equal, the contract shall be awarded to the bidder maintaining a place of business in the City. However, if all or none of said bidders maintain a place of business in the City, then the contract shall be awarded by drawing lots.
3. Exemptions From Bidding Requirements:

- a. Notwithstanding any provisions of this section to the contrary, the competitive bidding procedures and requirements may be dispensed within any of the following instances:
- i. When a commodity being purchased is standardized in a manner to be compatible with equipment or articles in existing City use and in order to obtain more function or economic use from such existing equipment or articles, together with such commodity.
 - ii. When in public session, the City Council has received competent information, data and sworn testimony supporting the facts that the product or service desired is provided only by one person or firm.
 - iii. The City Council may authorize the purchase of materials, supplies, equipment and services or may order work performed by the City upon a finding of support by competent information or data that such purchase or work is urgent and immediately necessary for the preservation of life, health and property. The term "urgent and immediately" as used herein shall be deemed to mean threatening to happen at once, such as an impending danger or calamity.
 - iv. When an agreement involves acquisition of services, equipment or any agreement entered into with another governmental entity.
 - v. The City may award a renewal or extension of an existing contract or agreement with any supplier or vendor of services, equipment, materials or work performed by or on behalf of the City in the event that the City is satisfied with the past performance of the entity providing said service, equipment or work. In the event the City Council wishes to make a renewal or extension of an existing agreement with the City, no competitive bidding shall be required by the City Council by a vote of the majority of the Aldermen then holding office. Nothing contained herein shall be interpreted to restrict the power of the City to amend the terms of any existing agreement upon renewal or extension thereof so long as the City Council passes a resolution approving the terms of any amendment or modification of an existing agreement.
 - vi. The City may award any contract or approve any purchase of materials without advertising for bids if authorized by two-thirds (2/3) of the Aldermen then holding office.

~~C. Bids For All Contracts For Services Of Materials Five Thousand Dollars To Twenty Five Thousand Dollars:~~

- ~~1. Soliciting Quotes: Except as otherwise provided herein, all contracts of whatever nature for labor, services or work, and for the purchase or lease of materials or supplies~~

~~involving amounts from five thousand dollars (\$5,000.00) to twenty five thousand dollars (\$25,000.00) made by or on behalf of the City shall be let to the lowest responsible bidder as required in the following subsections:~~

- ~~a. No expenditures for labor, services or work for the purchase or lease of materials or supplies may be made unless the cost thereof was included in the budget of the City department requesting such expenditure.~~
- ~~b. Solicitation for quotes shall be in writing to all businesses located within the City boundaries providing such labor, services or work or manufacturing, selling or distributing the materials or supplies which have registered with the City as hereinafter provided.~~
- ~~c. Signature of department head or their designee, written bids and Council approval of the expenditure shall be required.~~
- ~~d. For the purpose of soliciting and obtaining quotes, e-mail shall constitute a writing in addition to any other handwritten or typewritten communication.~~

~~D. Registration Of City Businesses:~~

- ~~1. All businesses located within City boundaries shall have the right, but not the obligation, to register with the City Clerk on a form provided by the City Clerk, itemizing all of the services or materials provided by such business and stating a contact person, e-mail address or such other method for communication or correspondence as deemed sufficient to permit such business to submit a quote to the City for the provision of services or materials.~~

~~E. Expenditures Under Five Thousand Dollars:~~

~~Every contract or purchase involving an expenditure of less than five thousand dollars (\$5,000.00) shall require a receipt or invoice for such expenditure from the provider or seller and shall be signed by the department head or their designee.~~

C. Cooperative Procurement:

1. Authority:

When deemed in the best interest of the city by the city administrator, supplies, services or construction may be procured pursuant to a cooperative purchasing agreement in accordance to the Governmental Joint Purchasing Act, 30 Illinois Compiled Statutes 525/1 et seq., as amended.

2. Cooperative Purchasing:

The city may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more

governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.

3. Competition:

All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Subsection 1-7-3(B) of this Code.

D. Surplus Property:

1. Real Property:

In the City has either (1) adopted an ordinance to sell surplus real estate pursuant to Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the "Illinois Municipal Code") and has received no bid; or, (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner.

If the City has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate and the City has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:

- a. by the staff of the municipality;
- b. by listing with local licensed real estate agencies; or
- c. by public auction.

The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three-fourths (3/4) of the corporate authorities then holding office.

2. Personal Property:

Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the City owns any personal property which is no longer necessary or useful to or in the best interests of the City to retain with a residual value of less than \$5,000, the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the City, including not limited to:

- a. Competitive sealed bidding;
- b. Donation;
- c. Recycling Company;
- d. Public auction;
- e. Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
- f. Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.

Any personal property which has a residual value in excess of \$5,000 shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.

Surplus property shall not be made available to any elected or appointed official or employee of the City, unless through a public auction or competitive sealed bidding process.

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO: 2005- 05

RESOLUTION APPROVING DISPOSAL OF PROPERTY POLICY

WHEREAS, the Mayor and City Council deem it prudent and in the best interest of the United City of Yorkville to develop a policy regarding Disposal of City property; and

WHEREAS, the purpose of such a policy is to provide direction for the proper disposal of certain City property as described therein;

WHEREAS, after extensive study and review, the City Staff, Mayor and City Council developed a policy regarding disposal of City property which is attached hereto as Exhibit "A";

NOW THEREFORE BE IT RESOLVED BY THE UNITED CITY OF YORKVILLE, upon motion duly made, seconded, and approved by a majority of those Aldermen voting, that the City hereby adopts the United City of Yorkville Disposal of Property Policy attached hereto as Exhibit "A".

PAUL JAMES

yes

MARTY MUNNS

—

RICHARD STICKA

yes

WANDA OHARE

yes

VALERIE BURD

yes

ROSE SPEARS

yes

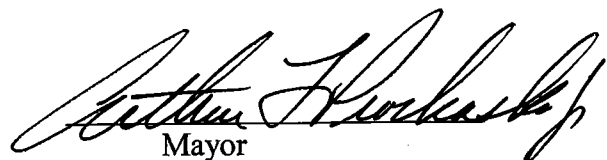
LARRY KOT

yes


JOSEPH BESCO

yes

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 25th day of January, 2005.


Mayor

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois
this 25th day of January, 2005.


City Clerk

Prepared by:
City Clerk's Office
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630/553-4350
Fax: 630-553-7575



Disposal of Property Policy

DRAFT – 1/19/2005

1) Whenever the City owns any personal property which is determined by a Department Head to be no longer necessary or useful to, or for the best interest of the City and having an original value of less than \$500.00, the Department Head, by their approval, may authorize the disposal of said property. Disposal is defined as the destruction of said property, or placement in a trash or recycling receptacle.

2) Whenever the City owns any personal property having an original value of greater than \$500, and said property is determined to be no longer necessary or useful to the City, or it is determined that it is not in the best interest of the City to retain the subject personal property, then City shall be authorized to convey or sell the subject personal property in accordance with the following conditions and procedures:

2A) A written determination shall be prepared stating that the City no longer desires to retain ownership of the subject personal property or that the useful life of the subject personal property has expired and shall set forth reasons therefore. As a condition of disposal or sale of property, the written determination must be given to all Department Heads and Council Members.

2B) The written determination stated in paragraph 2A shall be presented to the United City of Yorkville Administration Committee, and receiving a committee recommendation, shall be forwarded to City Council. Upon approval by the City Council, the City may:

2B1) By ordinance authorize the sale of that personal property in such manner as the City Council may designate so long as the sale complies with the applicable statutes contained within the Municipal Code of the Illinois Compiled Statutes.

2B2) May authorize any municipal officer to convert that personal property into some other form that is useful to the City by using the material in the property.

2B3) May authorize any municipal officer to convey or turn in any specified article of property as part payment on a new purchase of any similar article. However, no article shall be turned in as part of the purchase price on any purchase except upon receipt of competitive bids, in such manner as may be prescribed by ordinance, after notice to all bidders that the article will be turned over as part of the purchase price.

3) Disposal or sale of the property hereunder shall not be made to any elected or appointed official or employee of the City, except items sold at public auction or sealed bids.



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

Agenda Item Number

Administration Committee #4

Tracking Number

ADM 2020-36

Agenda Item Summary Memo

Title: Fund Balance Policy Revisions - Contingency

Meeting and Date: City Council – May 26, 2020

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM 05-20-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-36

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: May 12, 2020
Subject: Fund Balance Policy Revisions - Contingency

Summary

Approval of General Fund contingency revisions to the City's fund balance policy.

Background

The attached fund balance policy includes amended language to include a contingency line item within the City's General Fund as part of the annual budget process. A summary of these revisions are as follows:

- A separate line item for contingencies, with amounts varying from 0% to 10% of total General Fund expenditures, may be established as part of the annual budget process.
- The contingency line item would only be used for unforeseen or unbudgeted expenditures.
- Should the contingency line item be utilized, a formal budget amendment would need to be approved by City Council. Funds would then be deducted from contingency and reallocated to line items elsewhere in the budget based on the requirements of the approved amendment.
- Any unused contingency amounts at the end of the fiscal year, would be liquidated into unassigned fund balance in the City's General Fund. Any future contingency amounts would need to be re-appropriated as part of the annual budget process.

Recommendation

Staff recommends approval of the attached resolution. Please be advised that the City is not required to formally amend its fund balance policy in order to utilize a contingency. However, staff recommends memorializing the contingency language within the City's fund balance policy, so that it is at least a consideration each year during the budget process. A red-lined version of the policy, highlighting the new contingency language, has been attached for your review and consideration.

A RESOLUTION APPROVING A REVISED FUND BALANCE POLICY

WHEREAS, the City Council of the United City of Yorkville has considered and discussed the importance of updating the United City of Yorkville Fund Balance Policy; and,

WHEREAS, the text of the United City of Yorkville Fund Balance Policy the City Council now desires to adopt is set forth on the attached Exhibit A which is incorporated herein; and,

WHEREAS, it has been determined to be in the best interests of the United City of Yorkville to repeal the previous Fund Balance Policy, approved by Resolution No. 2014-02 on January 14, 2014, and adopt a revised Fund Balance Policy in the form attached hereto in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Fund Balance Policy in the form set forth on Exhibit A attached hereto and incorporated herein is hereby adopted as the Fund Balance Policy of the City and the previous Fund Balance Policy heretofore adopted by the City Council is hereby repealed in its entirety.

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

UNITED CITY OF YORKVILLE

FUND BALANCE POLICY

Purpose

A Fund Balance Policy establishes a minimum level at which the projected end-of-year fund balance should observe, as a result of the constraints imposed upon the resources reported by the governmental funds. This policy is established to provide financial stability, cash flow for operations, and the assurance that the United City of Yorkville will be able to respond to emergencies with fiscal resiliency. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources.

It is the City's philosophy to support long-term financial strategies, where fiscal sustainability is its first priority, while also building funds for future growth. It is essential to maintain adequate levels of funds balance to mitigate current and future risks and to ensure tax rates. Fund balance levels are also crucial consideration in long-term financial planning. Credit rating agencies carefully monitor levels of fund balance and unassigned fund balance in the General Fund to evaluate the City's continued creditworthiness.

Definitions

Governmental Funds

The fund balance will be composed of three primary categories:

- 1) Nonspendable Fund Balance – portion of a Governmental Fund's fund balance that are not available to be spent, either in the short-term or long-term, or through legal restrictions (e.g., inventories, prepaid items, land held for resale and endowments).
- 2) Restricted Fund Balance – portion of a Governmental Fund's fund balance that are subject to external enforceable legal restrictions (e.g., grantor, contributor and property tax levies).
- 3) Unrestricted Fund Balance – is made up of three components:
 - A) Committed Fund Balance – the portion of a Governmental Fund's fund balance with self-imposed constraints or limitations that have been placed at the highest level of decision making through formal City Council action. The same action is required to remove the commitment of fund balance.
 - B) Assigned Fund Balance – the portion of a Governmental Fund's fund balance to denote an intended use of resources but with no formal City Council action.
 - C) Unassigned Fund Balance – available expendable financial resources in a governmental fund that is not the object of tentative management plan.

Some funds are funded by a variety of resources, including both restricted and unrestricted (committed, assigned and unassigned).

Flow of Funds

The United City of Yorkville assumes that the order of spending fund balance is as follows: restricted, committed, assigned, unassigned.

Authority

Governmental Funds

Committed Fund Balance – A self-imposed constraint on spending the fund balance must be approved by ordinance or resolution of the City Council. Any modifications or removal of the self-imposed constraint must use the same action used to commit the fund balance. Formal action to commit fund balance must occur before the end of the fiscal year. The dollar amount of the commitment can be determined after year end.

Assigned Fund Balance – An informal, self-imposed constraint on spending the fund balance based on the City's intent to use fund balance for a specific purpose. The Budget Officer will determine if a portion of fund balance should be assigned.

Minimum Unrestricted Fund Balance Levels

Governmental Funds

General Fund

Purpose – Is a major fund and the general operating fund of the United City of Yorkville. It is used to account for all activities that are not accounted for in another fund.

Contingency – Contingency amounts may be used to maintain a reserve balance of 0% to 10% of the ensuing fiscal years appropriations budget (excluding interfund transfers) and will be included as a separate line item within the General Fund expenditure budget. This contingency line item would only be used to satisfy unforeseen or unbudgeted expenditures and would require a budget amendment to be approved by the City Council. Any unused contingency amounts in the General Fund will be liquidated as unassigned fund balance at the end of the fiscal year.

Fund Balance – Unrestricted fund balance targets should represent no less than 30% of the annual General Fund appropriations budget.

Special Revenue Fund

Purpose - Used to account for and report the proceeds of specific revenue sources that are legally restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Financing – Special revenue funds are provided by a specific annual property tax levy or other restricted and/or committed revenue source. Financing may also be received from charges for services, etc.

Fund Balance – Derived from property taxes (or another restricted revenue source); therefore, legally restricted. The portion of fund balance derived from property taxes will be legally restricted. The remaining fund balance amount (restricted and/or committed) will vary and be adjusted annually with the adoption of the annual budgets for these funds.

Debt Service Fund

Purpose – Established to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Financing – The municipality levies an amount or transfers in an amount close to the principal and interest that is anticipated to be paid.

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should be at maximum the amount of the subsequent fiscal year's principal and interest payments.

Capital Projects Fund

Purpose - Established to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets, excluding those types of capital related outflows financed by proprietary funds.

Financing – Debt financing, grants, licenses and permits and interfund transfers are used to finance projects.

Fund Balance – Considered segregated for maintenance, construction and/or development; therefore, considered committed, restricted, or assigned depending on the intended source and use of the funds.

Proprietary Funds

Proprietary funds include enterprise and internal service funds.

Enterprise Fund

Purpose – For financial reporting purposes, and Enterprise Fund is established to account for and report financial resources at are invested in capital assets, net of related debt, restricted, or unrestricted for future spending related to the fund. The focus of enterprise fund measurement is based upon determination of operating income, changes in net assets, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

Financing – User fees, debt financing, and/or grants are used to finance operations, capital outlay and improvements, and debt service retirements.

Fund Balance Equivalent – For financial reporting purposes, the equity portion of a proprietary (enterprise or internal service) fund's balance sheet is comprised of "Net Assets", which is equal to total fund assets less total fund liabilities. Net Assets are

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comprised of three primary components: 1.) *Invested in Capital Assets, Net of Related Debt* (i.e., amounts capitalized as capital assets, less the outstanding debt related to the acquisition of said assets); 2.) *Restricted Net Assets* relate to bond covenant reserves as outlined in the bond ordinance; and 3.) *Unrestricted Net Assets*.

For budgetary purposes management has chosen to deviate from the traditional full accrual presentation of enterprise funds, and instead uses a modified accrual approach. This modified accrual approach converts net assets into a “fund balance equivalent”, by excluding long-term assets and liabilities. It is management’s assertion that the modified accrual approach is preferable for budgetary purposes, because it more accurately reflects the funds ability to satisfy short-term obligations (operations, capital outlay and debt service) in current and subsequent fiscal years. Fund Balance Equivalency targets for enterprise funds should be maintained at no less than 25% of the annual appropriations budget.

Other Considerations

In establishing the above policies for unrestricted fund balance levels, the United City of Yorkville considered the following factors:

- The predictability of the City’s revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile).
- The City’s perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts).
- The potential drain upon General Fund resources from other funds as well as the availability of resources in other funds (i.e., deficits in other funds may require a higher level of unrestricted fund balance be maintained in the General Fund, just as, the availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the General Fund).
- Liquidity (i.e., a disparity between when financial resources actually become available to make payments and the average maturity of related liabilities may require that a higher level of resources be maintained).
- Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose).

If any of the above factors change, the City should readdress current unrestricted fund balance levels to ensure amounts are appropriate.



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2020-47

Agenda Item Summary Memo

Title: FY 21 Budget Update

Meeting and Date: City Council – May 26, 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 Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 21, 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 May 12th 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.
 - c. **May 21, 2020** – May's allotment of income tax came in at \$191,781 – 50% less than the last May's allotment of \$381,988. However, this is a bit skewed, as last May's allotment was unusually high due to the timing of receipts by the State. Historically May income tax proceeds have been around \$260,000; which would put the current years decrease at ~26%, which is slightly better than management's expectations for May of a 29% reduction. Assuming a similar decrease in proceeds for the June allotment, income taxes would finish FY 20 around \$1.836M (6.6% decrease from FY 19 amounts); which is ~\$70,000 less than management's assumption of \$1.905M based upon IML projections.
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.
 - a. **May 21, 2020 Update** - MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year. MFT finished FY 20 at \$466,091 (\$24.50 per capita), which is ~3.5% less than FY 19 amounts; but is in-line with IML's per capita projection of \$24.30 (\$462,235). MFT Transportation Renewal Fund (TRF) proceeds, which are funded by the recent increase in State motor fuel taxes, came in at \$235,852 (\$12.40 per capita) for FY 20. TRF proceeds finished higher than IML projected amounts (\$11.45 per capita) by over \$18,000.
 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.
 - a. **May 21, 2020 Update** – As noted in section 4(a) above, MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year.
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 (all old text, no new updates)

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 its 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 (all old text, no new updates)

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.
 - b. **May 21, 2020 Update** – May’s allotment of local use tax came in 3% higher than last year’s allotment of \$45,940. Assuming June’s allotment remains flat with last year’s amount, local use tax would finish FY 20 at approximately \$658,000. This observance aligns with the IML’s estimate that use taxes are likely to not decrease in FY 21, based on the large transfer of retail sales to online purchases.
- 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 (all old text, no updates)

- 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.