



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, June 9, 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 \$50,000 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

The IdeaPros Inc. D/B/A Logo Factory and Treasure Breads, Inc.

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

1. Minutes of the Regular City Council – May 26, 2020

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

\$ 87,420.63 (vendors – FY 20)
\$ 147,745.37 (vendors – FY 21)
\$ 293,829.72 (payroll period ending 5/29/20)
\$ 528,995.72 (total)

Mayor's Report:

1. CC 2020-48 Downstate Small Business Stabilization Program Grant
 - a. Resolution of Support for a Community Development Block Grant Program Grant (IdeaPros Inc D/B/A Logo Factory, 910 N. Bridge Street, Yorkville, IL)
 - b. Resolution of Support for a Community Development Block Grant Program Grant (Treasure Breads, Inc., 305 W. Main Street, Yorkville, IL)
2. CC 2020-49 Ordinance Amending Title 4 of the Yorkville City Code Adding Chapter 5: Civil Emergencies
3. CC 2020-50 Ordinance Authorizing the City Administrator to Enter into Agreements to Regulate Pedestrian and Vehicular Traffic on Commercial Properties

Public Works Committee Report:

1. PW 2020-34 Rebuild Illinois Grants Program Potential Applications

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

4. CC 2020-51 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	Library
Vice-Chairman: Alderman Transier	Administration	
Committee: Alderman Plocher		
Committee: Alderman Peterson		

ECONOMIC DEVELOPMENT: July 7, 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, June 9, 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 \$50,000 and will address the urgent needs of the business due to the COVID-19 emergency on the following applications:

The IdeaPros Inc. D/B/A Logo Factory and Treasure Breads, Inc.

CITIZEN COMMENTS ON AGENDA ITEMS:

MINUTES FOR APPROVAL:

1. Minutes of the Regular City Council – May 26, 2020

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

MAYOR'S REPORT:

1. CC 2020-48 Downstate Small Business Stabilization Program Grant

- a. Resolution of Support for a Community Development Block Grant Program Grant (IdeaPros Inc
D/B/A Logo Factory, 910 N. Bridge Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

- b. Resolution of Support for a Community Development Block Grant Program Grant (Treasure Breads,
Inc., 305 W. Main Street, Yorkville, IL)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2020-49 Ordinance Amending Title 4 of the Yorkville City Code Adding Chapter 5: Civil
Emergencies

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. CC 2020-50 Ordinance Authorizing the City Administrator to Enter into Agreements to Regulate
Pedestrian and Vehicular Traffic on Commercial Properties

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2020-34 Rebuild Illinois Grants Program Potential Applications

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

4. CC 2020-51 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 – June 9, 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

- ▶ The IdeaPros Inc D/B/A Logo Factory
- ▶ Treasure Breads, Inc.



Requested Funds

- ▶ The total amount of CDBG funds to be requested is \$50,000.00

The IdeaPros Inc D/B/A Logo Factory

- ▶ The amount of funds requested: \$25,000.00
- ▶ The IdeaPros Inc D/B/A Logo Factory has been in business in Yorkville since 2001.
- ▶ Due to the COVID-19 pandemic sales have dropped to 63% compared to last year's levels. The majority of the Logo Factory's income comes from outdoor events such as festivals, 5ks, end-of-school events, fundraisers and golf outings which have been canceled.
- ▶ They are seeking CDBG funding to cover cost of goods, technology enhancements for online business, advertising, payroll, rent and utilities.



Treasure Breads, Inc.

- ▶ The amount of funds requested: \$25,000.00
- ▶ Treasure Breads, Inc. is company of gourmet sweet breads out of Yorkville, IL that was started in 2007.
- ▶ The CDBG funds will be used for payroll and operating expenses. Since mid-March, Treasure Breads' four channels of revenue have been completely closed. These are farmers markets, fundraising for youth groups, hospital lobby sales, and retail coffee chains (located in the closed shopping malls).
- ▶ The funds will cover the three employees and will allow the company to maintain inventory. The funds will also be used for general overhead costs, including rent, marketing, and accounting fees.



Next Steps

- ▶ A Notice of Public Hearing was published in the Beacon Newspaper on June 2, 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 IdeaPros Inc D/B/A Logo Factory, 910 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

IV. BUSINESS INFORMATION

Name of Business this application is to support of:

Support of Business Name: Logo Factory

Is business operating under a fictitious name? (ISS 805 ILCS 405)

☒ Yes, registered as: LOGO FACTORYCounty: Madison☐ NoSupported Business Address 1: 614 North Bridge Street

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 62456Supported Business Phone Number: 618-543-0357Supported Business E-Mail Address: info@logo-factory.comSupported Business FEIN or ITIN: 36-4465276**DOWNSTATE SMALL BUSINESS STABILIZATION PROGRAM**Supported Business SIC: <https://www.naics.com/sic-codes/industry-drilldown/> 5600**APPLICATION FORMS**

Supported Business Authorized Signatory Contact:

Signatory must sign Participation Agreement and Business Certification Form

Last Name: RossFirst Name: DorisTitle: PresidentDaytime Phone: 618-543-0357Home Phone: 618-543-0357E-Mail: info@logo-factory.comHas this business received federal or state funding (loans, grants or other assistance) related to the COVID-19 emergency? ☐ No ☒ Yes. If yes, provide the name/type of assistance and amount:Funding Program Name: Paycheck Protection ProgramAmount Received: \$2000

Funding Program Name: _____

Amount Received: \$ _____

BANKRUPTCY: Has the firm, officer, or principals of the firm ever been involved in bankruptcy or insolvency proceedings? ☒ No ☐ Yes. If yes, provide details: _____PENDING LAWSUITS: Is the business or any officer or principals of the business involved in any lawsuits? ☒ No ☐ Yes. If yes, provide details: _____

IV. BENEFITING BUSINESS INFORMATION**Name of Business this application is in support of:**Supported Business Name: The IdeaPros Inc D/B/A Logo Factory

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

Yes, registered in Kendall County

No

Supported Business Address 1: 910 North Bridge Street

Supported Business Address 2: _____

Supported Business City: YorkvilleSupported Business State: ILSupported Business Zip: 99999-9999: 60560Supported Business Phone Number 630-553-0357Supported Business E-Mail Address: info@logofactoryusa.comSupported Business FEIN or ITIN: 36-4465278Supported Business DUNS (if not available, insert N./A): NASupported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 5699**Supported Business Authorized Signatory Contact:***Signatory must sign Participation Agreement and Business Certification Form*Last Name: KnaufFirst Name: DennisTitle: PresidentDaytime Phone: 630-553-0357Home Phone: 630-553-0356E-Mail: info@logofactoryusa.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 Amount Received: \$ 25,640.00

Funding Program Name: _____ Amount Received: \$ _____

BANKRUPTCY: Has the firm, officers or principals of the firm ever been involved in bankruptcy or insolvency procedures? ☒ No ☐ Yes If yes, provide details:

PENDING LAWSUITS: Is the business or any officers or principals of the business involved in any lawsuits?



No



Yes

If yes, provide details

Insert Uniform GATA Budget-DSBS here.

Completed by the local government and benefiting business.

The Uniform Grant Application can be found at the bottom of this webpage:

<https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/DownstateSmBizStabilization.aspx>

**PLEASE FOLLOW DIRECTIONS BEGINNING ON PAGE 9 OF THE GUIDEBOOK
TO COMPLETE THE GATA BUDGET-DSBS**

Insert Project Summary here

Provide a summary of the business' present situation. This should include a brief description of the Business, e.g., type of firm, its product or service, and how long they have been in business. Describe how the CDBG funds will be used and reasons why they are needed in order for the Business to be in a position to retain jobs. Specific needs need to be identified. Explain what circumstances make this project necessary, in maintaining adequate permanent working capital to sustain operating needs.

Logo Factory is a retailer of personalized apparel and promotional items. We have been in business in Yorkville since 2001. Due to the COVID-19 pandemic our sales have dropped to 63% compared to last year's levels. The majority of our income comes from outdoor events such as festivals, 5ks, end-of-school events, fundraisers and golf outings which have been canceled. We are seeking CDBG funding to cover cost of goods, technology enhancements for online business, advertising, payroll, rent and utilities until our customers can run their events again.

December 31, 2017	23,243	Yes	Yes	1180.32
December 31, 2018	37,218	Yes	Yes	1186.78
December 31, 2019	18,768	Yes	Yes	5987.80
Current:				8000.00

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		31,106
Personnel (Salary & Wages)	14,127	
Fringe Benefits	0	
Equipment	1,100	
Inventory	7,830	
Supplies	813	
Occupancy (Rent & Utilities)	4,092	
Telecommunications	341	
Other (Specify) Auto-insured	735	
Other (Specify) insurance	335	
Other (Specify)		
Total of All Expenditures		29524
Monthly Net Income (Total Income - Total of All Expenditures)		1582

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	23,343	Yes	No	-1160.32
December 31, 2018	37,218	Yes	No	1186.75
December 31, 2019	19,766	Yes	No	5987.98
Current:				6717.77

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		31,106
Personnel (Salary & Wages)	14,127	
Fringe Benefits	0	
Equipment	1,100	
Inventory	7,930	
Supplies	813	
Occupancy (Rent & Utilities)	4,092	
Telecommunications	341	
Other (Specify) Auto-travel	755	
Other (Specify) Insurance	336	
Other (Specify)		
Total of All Expenditures		29524
Monthly Net Income (Total Income – Total of All Expenditures)		1582

Insert Most Recent Bank Statement here.

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



Contact Information



800.990.5713



fnbo.com



Stop: 3118/20
1620 Dodge St
Omaha, NE 68197

THE IDEAPROS INC
DBA LOGO FACTORY
910 N BRIDGE ST
YORKVILLE IL 60560

STATEMENT SUMMARY

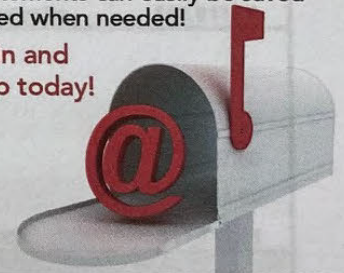
April 1, 2020 through April 30, 2020

Account Description	Account #	Beginning Balance	Ending Balance
Deposit Accounts			
Commercial Free Checking	[REDACTED]	2,862.83	15,428.16
Total on Deposit			\$15,428.16

Fast. Simple. Safe.

Receive quick access to your monthly statement with **Paperless Statements**. Past statements can easily be saved or printed when needed!

Log in and
sign up today!



Commercial Free Checking

\$15,428.16

Account Detail

Beginning Balance \$2,862.83
 Total Deposits 10 for \$54,324.89
 Total Withdrawals 85 for \$41,759.56
Ending Balance \$15,428.16

Items Enclosed


0


Important Update for Business Bill Payment Users

We will soon be transitioning our Business Bill Payment system to PayMaker, our new payments workflow solution that transforms the way your business pays and gets paid.


Visit fnbo.com/ipay to learn more.

Deposit Activity

✓	Date	Post Date	Description	Amount
	ELECTRONIC			
<input type="checkbox"/>	04/06	04/06	Paypal Transfer *****87241825	2,033.97
<input type="checkbox"/>	04/14	04/14	Paypal Transfer *****05903054	4,054.31
<input type="checkbox"/>	04/15	04/15	Ordermygear Ordermygea St-V5K9Q4L7W2Q8	31.62
<input type="checkbox"/>	04/20	04/20	Fnb Sba Ppp Loan Credits *****57005	25,640.00
<input type="checkbox"/>	04/20	04/20	Paypal Transfer *****76174263	1,824.25
<input type="checkbox"/>	04/28	04/28	Paypal Transfer *****58512856	3,086.55
<input type="checkbox"/>	04/30	04/30	Paypal Transfer *****85276873	6,141.28
Total Electronic Deposits				\$42,811.98

	PAPER			Deposit #
<input type="checkbox"/>	04/01	04/01	Customer Deposit	1,110.69
<input type="checkbox"/>	04/06	04/06	Customer Deposit	9,357.60
<input type="checkbox"/>	04/27	04/27	Customer Deposit	1,044.62
Total Paper Deposits				\$11,512.91

Withdrawal Activity


✓	Date	Post Date	Description	Amount
	ELECTRONIC			
<input type="checkbox"/>	04/01	04/01	U. P. S. Ups Bill *****00001Y3927	12.69
<input type="checkbox"/>	04/01	04/02	5623 Usps.Com Clicknship 800-344-7779 DC	7.75
<input type="checkbox"/>	04/01	04/02	5623 S & S Activewear 800-523-2155 IL	60.49
<input type="checkbox"/>	04/01	04/02	5623 S & S Activewear 800-523-2155 IL	17.92
<input type="checkbox"/>	04/01	04/02	5623 S & S Activewear 800-523-2155 IL	5.88
<input type="checkbox"/>	04/03	04/03	5623 Deconetwork Pty Lt D. Burleure AU	199.00
<input type="checkbox"/>	04/06	04/06	Online Commercial Loan Payment	3,622.72
<input type="checkbox"/>	04/03	04/06	5623 S & S Activewear 800-523-2155 IL	94.08
<input type="checkbox"/>	04/03	04/06	5623 S & S Activewear 800-523-2155 IL	25.05
<input type="checkbox"/>	04/03	04/06	5623 S & S Activewear 800-523-2155 IL	29.36

Commercial Free Checking

\$15,428.16

Continued

Withdrawal Activity



✓	Date	Post Date	Description	Amount
	ELECTRONIC			
<input type="checkbox"/>	04/03	04/06	5623 S & S Activewear 800-523-2155 IL	132.12
<input type="checkbox"/>	04/03	04/06	5623 S & S Activewear 800-523-2155 IL	70.56
<input type="checkbox"/>	04/04	04/06	5623 Usps.Com Clicknship 800-344-7779 DC	7.75
<input type="checkbox"/>	04/04	04/06	5623 Paypal *Tohkon Judo 402-935-7733 CA	100.00
<input type="checkbox"/>	04/05	04/06	5623 Ups*1Z1Y392703958315800-811-1648 GA	21.39
<input type="checkbox"/>	04/05	04/06	5623 Ups*1Z1Y392703931331800-811-1648 GA	10.86
<input type="checkbox"/>	04/05	04/06	5623 Ups*1Z1Y392703976343800-811-1648 GA	18.42
<input type="checkbox"/>	04/07	04/08	5623 S & S Activewear 800-523-2155 IL	9.55
<input type="checkbox"/>	04/07	04/08	5623 Paypal *Logofactory 402-935-7733 IL	208.16
<input type="checkbox"/>	04/07	04/08	5623 S & S Activewear 800-523-2155 IL	167.74
<input type="checkbox"/>	04/09	04/09	Sanmarcorp Creditdept Sancre001135899	734.90
<input type="checkbox"/>	04/08	04/09	5623 Bp#9639139yorkville Yorkville IL	32.00
<input type="checkbox"/>	04/09	04/10	5623 S & S Activewear 800-523-2155 IL	7.34
<input type="checkbox"/>	04/09	04/10	5623 S & S Activewear 800-523-2155 IL	141.06
<input type="checkbox"/>	04/09	04/10	5623 Usps.Com Clicknship 800-344-7779 DC	7.75
<input type="checkbox"/>	04/13	04/13	Sanmarcorp Creditdept Sancre001136774	728.00
<input type="checkbox"/>	04/10	04/13	5623 S & S Activewear 800-523-2155 IL	118.43
<input type="checkbox"/>	04/10	04/13	5623 S & S Activewear 800-523-2155 IL	3.67
<input type="checkbox"/>	04/10	04/13	5623 S & S Activewear 800-523-2155 IL	186.16
<input type="checkbox"/>	04/10	04/13	5623 S & S Activewear 800-523-2155 IL	9.55
<input type="checkbox"/>	04/11	04/13	5623 Mnrd-Yorkville 1800 Yorkville IL	79.71
<input type="checkbox"/>	04/14	04/14	Sanmarcorp Creditdept Sancre001137223	468.65
<input type="checkbox"/>	04/13	04/14	5623 S & S Activewear 800-523-2155 IL	154.80
<input type="checkbox"/>	04/14	04/15	5623 S & S Activewear 800-523-2155 IL	11.11
<input type="checkbox"/>	04/15	04/15	5623 Deconetwork Pty Lt D. Burleure AU	199.00
<input type="checkbox"/>	04/16	04/16	Sanmarcorp Creditdept Sancre001138341	667.30
<input type="checkbox"/>	04/15	04/16	5623 Paypal *Digitizingo 402-935-7733 CA	100.00
<input type="checkbox"/>	04/15	04/16	5623 Hlu*Hulu 16907826438Hulu Com/Bil CA	61.99
<input type="checkbox"/>	04/15	04/16	5623 S & S Activewear 800-523-2155 IL	36.63
<input type="checkbox"/>	04/15	04/16	5623 Sq *Suzy's Pizza PlaPlano IL	40.73
<input type="checkbox"/>	04/16	04/17	5623 S & S Activewear 800-523-2155 IL	1,581.60
<input type="checkbox"/>	04/20	04/20	Chase Credit Crd Epay *****11355	448.86
<input type="checkbox"/>	04/20	04/20	Sanmarcorp Creditdept Sancre001139757	585.00
<input type="checkbox"/>	04/20	04/20	Il. Dept Of Reven Edi Pymnts*****075910880	2,480.00
<input type="checkbox"/>	04/17	04/20	5623 Vzwriss*Apocc Visn 800-922-0204 FL	310.70
<input type="checkbox"/>	04/17	04/20	5623 S & S Activewear 800-523-2155 IL	438.85

Commercial Free Checking

\$15,428.16

Continued

Withdrawal Activity


✓	Date	Post Date	Description	Amount
	ELECTRONIC			
<input type="checkbox"/>	04/17	04/20	5623 Northwest Graphic Su612-7297361 MN	293.96
<input type="checkbox"/>	04/18	04/20	5623 Speedway 07113 5 504Yorkville IL	26.37
<input type="checkbox"/>	04/21	04/21	Citi Card Online Payment *****5397724891	4,950.52
<input type="checkbox"/>	04/21	04/21	Sanmarcorp Creditdept Sancre001140064	6,707.17
<input type="checkbox"/>	04/20	04/21	5623 Flatso's Tire Shop IYorkville IL	40.00
<input type="checkbox"/>	04/20	04/22	5623 Sign Outlet Store 630-7371948 IL	362.52
<input type="checkbox"/>	04/23	04/23	Sanmarcorp Creditdept Sancre001141175	777.72
<input type="checkbox"/>	04/22	04/23	5623 S & S Activewear 800-523-2155 IL	19.10
<input type="checkbox"/>	04/24	04/24	5623 Shell Service StatioYorkville IL	25.43
<input type="checkbox"/>	04/27	04/27	Sanmarcorp Creditdept Sancre001142222	340.43
<input type="checkbox"/>	04/23	04/27	5623 Legends Grill & Bar Yorkville IL	67.91
<input type="checkbox"/>	04/26	04/27	5623 Ups*1Z1Y392703921941800-811-1648 GA	19.60
<input type="checkbox"/>	04/26	04/27	5623 Ups*1Z1Y392703975735800-811-1648 GA	19.43
<input type="checkbox"/>	04/26	04/27	5623 Ups*1Z1Y392703911923800-811-1648 GA	21.09
<input type="checkbox"/>	04/26	04/27	5623 Ups*1Z1Y392703921117800-811-1648 GA	19.22
<input type="checkbox"/>	04/27	04/28	5623 S & S Activewear 800-523-2155 IL	172.10
<input type="checkbox"/>	04/27	04/28	5623 S & S Activewear 800-523-2155 IL	925.95
<input type="checkbox"/>	04/27	04/28	5623 S & S Activewear 800-523-2155 IL	32.34
<input type="checkbox"/>	04/27	04/28	5623 S & S Activewear 800-523-2155 IL	503.70
<input type="checkbox"/>	04/27	04/28	5623 S & S Activewear 800-523-2155 IL	164.00
<input type="checkbox"/>	04/27	04/28	5623 II Tollway-Autoreple800-824-7277 IL	40.00
<input type="checkbox"/>	04/27	04/28	5623 Bucky's Store 438 Vernon Hills IL	27.84
<input type="checkbox"/>	04/29	04/29	Metro Fibernet L Metfibenet 1741359_1491523	99.95
<input type="checkbox"/>	04/28	04/29	5623 S & S Activewear 800-523-2155 IL	294.05
<input type="checkbox"/>	04/29	04/30	5623 S & S Activewear 800-523-2155 IL	53.01
<input type="checkbox"/>	04/29	04/30	5623 Usps.Com Clicknship 800-344-7779 DC	7.75
<input type="checkbox"/>	04/29	04/30	5623 S & S Activewear 800-523-2155 IL	72.82
<input type="checkbox"/>	04/30	04/30	5623 Vzwrllss*Bill Pay Vn 800-922-0204 FL	238.03
<input type="checkbox"/>	04/29	04/30	5623 Bucky's Store 438 Vernon Hills IL	15.10
<input type="checkbox"/>	04/30	04/30	Fnbo-II C/L Billpay	400.00
			Total Electronic Withdrawals	\$31,192.39
	PAPER			
<input type="checkbox"/>	04/06	04/06	Check #13088	3,000.00
<input type="checkbox"/>	04/06	04/06	Check Image Check #13055	119.30
<input type="checkbox"/>	04/14	04/14	Check Image Check #13090	116.07
<input type="checkbox"/>	04/17	04/17	Check Image Check #13089	308.61

Commercial Free Checking

\$15,428.16

Continued

Withdrawal Activity

✓	Date	Post Date	Description	Amount
	PAPER			
<input type="checkbox"/>	04/17	04/17	Check Image Check #13092	3,000.00
<input type="checkbox"/>	04/21	04/21	Check Image Check #13081	194.51
<input type="checkbox"/>	04/21	04/21	Check Image Check #13091	55.93
<input type="checkbox"/>	04/28	04/28	Check Image Check #13093	772.75
<input type="checkbox"/>	04/29	04/29	Check #13094	3,000.00
Total Paper Withdrawals				\$10,567.17

Balancing Checklist ✓

✓	Check #	Date	Amount	✓	Check #	Date	Amount	✓	Check #	Date	Amount
<input type="checkbox"/>	13055	04/06	119.30	<input type="checkbox"/>	13081	04/21	194.51	<input type="checkbox"/>	13088	04/06	3,000.00
<input type="checkbox"/>	13089	04/17	308.61	<input type="checkbox"/>	13090	04/14	116.07	<input type="checkbox"/>	13091	04/21	55.93
<input type="checkbox"/>	13092	04/17	3,000.00	<input type="checkbox"/>	13093	04/28	772.75	<input type="checkbox"/>	13094	04/29	3,000.00

Returned Item and Overdraft Fees

	Total For This Period	Total Year-to-Date
Total Returned Item Fees	0.00	0.00
Total Overdraft Fees	0.00	99.00

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FROD A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) Account Information: Your name and account number; (2) Dollar amount: The dollar amount of the suspected error; and (3) Description of Problem: you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to reduce the amount in question, or report you as delinquent on that amount; (2) The charge in question remains on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount; (3) While you are not have to pay the amount in question, you are responsible for the remainder of your balance; (4) We can apply any unpaid amount against your delinquent.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the enclosed envelope (if applicable); (2) paid with new check or one money order drawn in United States Dollars on a bank located in the United States and the RUC account number listed on the check or money order; (3) accompanied by the payment coupon (without the other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time charges will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your payment electronically. In the event that your payment does not fall on a date we do not receive or accept payments by (not cashed and billings), payments made in person on that date and payments received by mail by the next business day will be treated as follows:

END OF STATEMENT

CONTACT INFORMATION

Telephone us at: (800) 990-5713
 Write us at: First National Bank of Omaha
 Customer Care Center
 1620 Dodge St. Stop 3095
 Omaha, NE 68197-3095
 Visit us at: www.fnbo.com

INQUIRIES ABOUT YOUR DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the contact number above to find out whether the deposit has been made.

HOW TO CALCULATE YOUR LINE OF CREDIT INTEREST CHARGES AND YOUR BALANCE SUBJECT TO INTEREST RATE

Interest Charges: Your interest charge(s) are computed by multiplying your closing principal balance for each day by the daily periodic rate applicable for that day and adding the daily results during the billing cycle together. The daily periodic rate may vary in accordance with your line of credit agreement.

Balance Subject to Interest Rate: The closing principal balance is used to calculate the balance subject to the interest rate. The closing principal balance in your account each day will be determined by taking the beginning principal balance of your account each day (excluding unpaid interest charges), adding any new advances and subtracting any principal payments or credits. All of the closing principal balances are added together and divided by the number of days in the billing cycle to get the "balance subject to interest rate" shown on this statement. This 'balance subject to interest rate' can be multiplied by the number of days in the billing cycle and the periodic rate applied to the product to determine the amount of the finance charge.

THE FOLLOWING SECTIONS APPLY TO CONSUMER ACCOUNTS ONLY:**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Contact us in one of the methods listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

WHAT TO DO IF YOU HAVE A LINE OF CREDIT AND YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us using the Contact address above. In your letter, please give us the following information: (1) *Account information:* Your name and account number, (2) *Dollar amount:* The dollar amount of the suspected error, and (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount, (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount, (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance, (4) We can apply any unpaid amount against your credit limit.

PAYMENT REQUIREMENTS

PAYMENTS MADE IN PERSON OR BY MAIL: Payments are generally credited as of the date received if the payment is (1) received by us during normal branch hours and, if by mail, at the payment address listed on the payment coupon or in the supplied envelope (if applicable), (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date and payments received by mail by the next business day will be treated as on-time.

Insert Additional Documentation here.

From the benefiting business.

If available, other forms of **documentation to demonstrate the lack of permanent working capital** in support of operating expenses. Such evidence may include shutoff utility notices, delinquent bills, denied loan applications, etc

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
Jewel Hupe	1539	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dennis Knauf	5722	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taylor Knauf	5131	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eric Miller	1404	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sharon Wynn	1988	<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"/>
		<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"/>
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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"/>
		<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"/>	<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:		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.

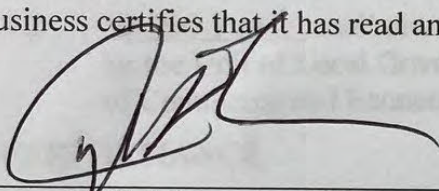
The Business certifies that it is a Business in good standing, authorized to do business in Illinois and has no delinquent tax liabilities. The Business further authorizes the Department of Commerce and Economic Opportunity to seek a tax clearance letter from the Illinois Department of Revenue and authorizes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

Dennis W Knauf

Typed Name of Chief Executive Officer

Logo Factory

Name of Business

910 North Bridge St, Yorkville IL 60560

Business Address

5/27/20

Date

36-4465278

FEIN #

DUNS #

5699

SIC #

PARTICIPATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of ____, 2020 by and between the City of ____ ("Unit of Local Government") and Logo Factory, Inc., (Benefiting "Business").

WHEREAS, the Unit of Local Government is interested in maintaining its economic base with the primary emphasis on retaining jobs.

WHEREAS, the Unit of Local Government has entered into an agreement with the Illinois Department of Commerce and Economic Opportunity to implement an economic development program that significantly impacts upon the Unit of Local Government's economic base; and

WHEREAS, the Business is interested in maintaining its employment base; and

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

I. GENERAL DEFINITIONS

- 1.1 "**Application**" shall mean all materials submitted by the Business to the Unit of Local Government or the State of Illinois in connection with this Agreement.
- 1.2 "**DCEO Funds**" shall mean the sum of \$ ____ representing the grant received by the Unit of Local Government pursuant to its agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO).

II. PERFORMANCE

- 2.1 The Unit of Local Government agrees, subject to the terms and conditions of this Agreement, to provide grant funds to the Business for the purpose of working capital.
- 2.2 Grant funds shall be paid with Community Development Block Grant funds through DCEO.
- 2.3 Business must remain open or reopen and retain or re-employ permanent jobs prior to the grant end date (one year from grant award).
- 2.4 In the event the Unit of Local Government fails to receive the DCEO funds, for any reason, this Agreement shall be terminated, at the sole option of the Unit of Local Government, without fault as to either party.

III. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE BUSINESS

- 3.1 On or prior to the date of this Agreement, all legal matters incident to this Agreement and the transactions contemplated hereby shall be satisfactory to the Unit of Local Government.

3.2 Business represents and warrants that:

- (a) Business is a sole proprietorship, corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all proprietorship, corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.
- (b) The execution, delivery and performance by Business of this Agreement, are within Business's proprietorship, corporate or partnership powers, have been duly authorized by all necessary proprietorship, corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Business, as the case may be.
- (c) This Agreement constitutes a valid and binding agreement of Business.
- (d) The Application is in all respects true and accurate and there are no omissions or other facts or circumstances which may be material to this Agreement or the Project.
- (e) The financial information delivered to Unit of Local Government pursuant to the Application fully and accurately present the financial condition of the Business. No material adverse change in the condition, financial or otherwise, of Business has occurred since the date of the financial statements most recently delivered to the Unit of Local Government.
- (f) Neither Business nor, to the best of Business's knowledge, any of Business's employees have been convicted of bribing or attempting to bribe an officer or employee of the Unit of Local Government, nor has the Business made an admission of guilt of such conduct which is a matter of record.

- 3.3 The Business shall keep detailed records of all matters related to this Agreement (including the Exhibits hereto). The Business shall provide to the Unit of Local Government all materials necessary for the Unit of Local Government to meet reporting and other requirements of this grant.
- 3.4 The Business shall comply with all applicable state and federal law and regulations promulgated thereunder. Business shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.
- 3.5 Business shall fully and completely indemnify, defend and hold harmless the Unit of Local Government and the State of Illinois and their officers, directors, employees and

agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Agreement or any agreement or document executed by Business and Unit of Local Government as part of the transaction described herein.

- 3.6 The Unit of Local Government shall have the right of access, at all reasonable hours, to Business's premises and books and records for purpose of determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Business shall furnish to the Unit of Local Government such information as the Unit of Local Government may reasonably request with respect to this Agreement.

IV. DEFAULT AND REMEDIES

- 4.1 If one or more of the following events ("Defaults") occurs and is not timely cured, then, the Unit of Local Government may declare Business in default under this Agreement and seek any of the enumerated remedies described in this Section.
- (a) Business fails to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto, for 10 days after written notice to cure thereof has been given to Business by the Unit of Local Government;
 - (b) Any representation, warranty, certificate or statement made by Business in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
 - (c) Business shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
 - (d) An involuntary case or other proceeding shall be commenced against Business seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Business under the federal bankruptcy laws as now or hereafter in effect;

- (e) Business ceases the conduct of active trade or business in the Unit of Local Government's community for any reason, including, but not limited to, fire or other casualty; and does not reopen prior to the end date of the grant agreement.
- 4.2 If a Default occurs and is not timely cured, then the Unit of Local Government shall seek reimbursement from the Business for all funds (including DCEO funds) expended by the Unit of Local Government on or related to the Project, including, but not limited to working capital, equipment, architectural engineering, construction, administrative, real estate and incidental costs related thereto.
- 4.3 Upon notice of a Default and if said Default is not timely cured, the Unit of Local Government shall notify the Business that reimbursement shall be made to the Unit of Local Government within 30 days after said notice. If the Business fails to reimburse the Unit of Local Government within 30 days after the date of the notice, the Unit of Local Government shall have the right to collect interest on the unpaid balance beginning on the 31st day after notice at a rate equal to 12% per annum.
- 4.4 If the Unit of Local Government is successful in any proceeding to enforce the terms of this Agreement, then the Unit of Local Government shall have the right to obtain from the Business, as an additional remedy, attorney fees, costs and expenses, related to the proceeding.

V. TERMINATION

- 5.1 This Agreement may be terminated at any time by written, mutual agreement of the parties, provided the Unit of Local Government has obtained written consent from the Illinois Department of Commerce and Economic Opportunity as to such termination.
- 5.2 This Agreement may be terminated by the Unit of Local Government whenever it issues a notice of Default to the Business and the Business does not timely cure the Default pursuant to Section IV.
- 5.3 This Agreement will terminate when the Project has been completed and when all of the terms and conditions of this Agreement (including the Exhibits thereto) creating duties upon the Business, have been satisfied by the Business.

VI. GENERAL PROVISIONS

- 6.1 Notice required hereunder shall be in writing and shall be deemed to have validly served, given or delivered upon deposit in the United States mail, by registered mail, return receipt requested, at the address set forth on the signature page hereof or to such other address as each party may specify for itself by like notice.
- 6.2 All covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the execution of the Agreement and shall continue in full force and effect so long as the Agreement shall be in force.

- 6.3 No failure or delay by the Unit of Local Government in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 6.4 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 6.5 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 6.6 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.
- 6.7 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 6.8 No modification of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and provided further, that the Unit of Local Government shall obtain written consent of the Illinois Department of Commerce and Economic Opportunity prior to executing any such modification or waiver.
- 6.9 The Business certifies that it has not been barred from bidding on or receiving State contracts as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating, respectively) (720 ILCS 5/33E-3 and 5/33-4).
- 6.10 The Business certifies that it has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement (Code 30 ILCS 500).
- 6.11 The Business acknowledges that receipt of benefits under this agreement may require compliance with the Prevailing Wage Act (820 ILCS 130). Persons willfully failing to comply with or violating this act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.
- 6.12 The Unit of Local Government acknowledges that if the project as proposed by this Agreement is completed in accordance with this Agreement and the Agreement executed between the Unit of Local Government and the Department of Commerce and Economic Opportunity then the provisions cited above in 6.9; 6.10; and 6.11 do not apply to the Business but do apply to the activities to be completed by the Unit of Local Government.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year first above written.

(Business Name)

By: (Name of Officer)

Its: President

By: Honorable (Name of Mayor)

Its: Mayor

Address:

Address:

1

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE IDEAFROS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 14, 2001, ADOPTED THE ASSUMED NAME LOGO FACTORY ON AUGUST 10, 2018, 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 27th
day of MAY A.D. 2020*

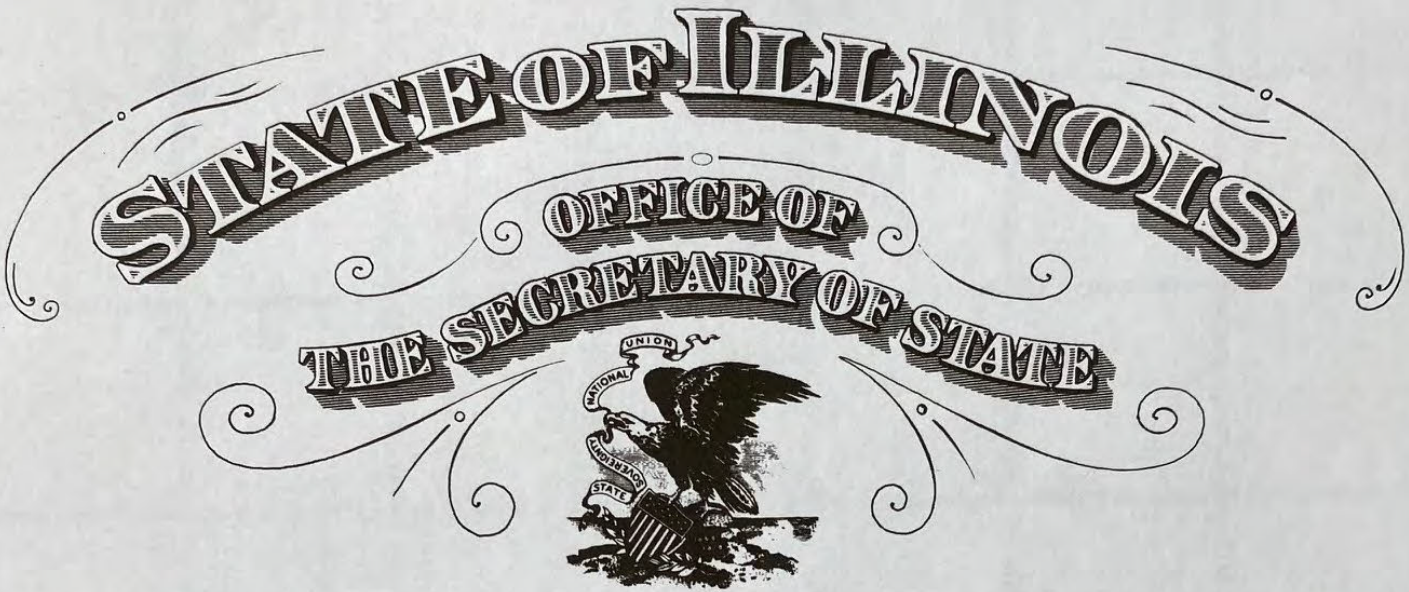


Jesse White

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

THE IDEAPROS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 14, 2001, ADOPTED THE ASSUMED NAME LOGO FACTORY ON AUGUST 30, 2018, 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 27TH
day of MAY A.D. 2020 .***



Jesse White

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>11,250.00</i>	<i>2</i>	\$ <i>22,500.00</i>
Fringe Benefits	<i>1</i>	<i>Monthly</i>	\$ <i>-</i>	<i>2</i>	\$ <i>-</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	\$ <i>3,000.00</i>	<i>2</i>	\$ <i>6,000.00</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	\$ <i>643.49</i>	<i>2</i>	\$ <i>1,286.98</i>
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	\$ <i>365.00</i>	<i>2</i>	\$ <i>730.00</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	\$ <i>22,860.00</i>	<i>2</i>	\$ <i>45,720.00</i>
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	\$ <i>600.00</i>	<i>2</i>	\$ <i>1,200.00</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>Monthly</i>	\$ <i>200.00</i>	<i>2</i>	\$ <i>400.00</i>
Other (specify): auto/travel	<i>1</i>	<i>Monthly</i>	\$ <i>755.00</i>	<i>2</i>	\$ <i>1,510.00</i>
Other (specify): insurance	<i>1</i>	<i>Monthly</i>	\$ <i>336.00</i>	<i>2</i>	\$ <i>672.00</i>
					\$ <i>-</i>
<i>State Total</i>					\$ <i>80,018.98</i>

Total State-Funded Working Capital \$ ***80,018.98***

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 Treasure Breads, Inc., 305 W. Main 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): PICSupported Business SIC: <https://www.naics.com/sic-codes-industry-drilldown/> 4273**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: Crtn				

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		6.65204;
Personnel (Salary & Wages)	665: 0 4	
Fringe Benefits	2	
Equipment	2	
Inventory	5.3660 7	
Supplies	88506	
Occupancy (Rent & Utilities)	622	
Rc{ tqm'Vczgu	4: 30 4	
Prof Fees, Dues/Subsc./Exp. Reimb.	47; 6022	
Merch Dep. Fees, Postage, Marketing	76603	
T&E, Meals, Ind. Cont. Labor	: 56075	
Total of All Expenditures		34.; 23059
Monthly Net Income (Total Income – Total of All Expenditures)		/: .6930:

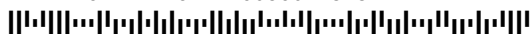
Insert Most Recent Bank Statement here.

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


Old Second
START BANKING
www.oldsecond.com
**Statement
of Account**

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

*0011104 S3
Treasure Breads, Inc.
305 W Main St
Yorkville IL 60560-1343



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 XXXXXX

Account Title: Treasure Breads, 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	6,796.10	Average Ledger	3,962.17
6 Credit(s)	5,052.32	Average Collected	3,876.21
47 Debit(s)	6,556.01		
Service Charge	.00		
Interest Paid	.00		
Ending Balance	5,292.41		

Itemization Of Overdraft And Returned Item Fees

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$.00	\$72.00
Total Returned Item Fees	\$.00	\$.00

8001





Activity In Date Order

DATE	DESCRIPTION	AMOUNT
4/01	ATM W/D. 04/01 13:38 OLD SECOND NA 420 SOUTH BRI YORKVILLE IL IC351150 CARD# *1329 TX# 000007253	600.00-
4/01	POS PUR. 03/31 09:41 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 932301991	30.00-
4/02	RCR PUR. 04/01 20:27 Google LLC GSUITE_trea Mountain View CA 99999999 CARD# *2287 TX# 273248453	48.00-
4/03	AC INTUIT PYMT SOLN DEPOSIT 021000029470726CCD 9215986202 524771990665756	23.17
4/03	POS PUR. 04/02 04:48 WAL-MART #1003 PLANO IL 0001 CARD# *1329 TX# 676783963	25.15-
4/03	POS PUR. 04/02 08:51 DD/BR #300700 Q35 YORKVILLE IL 0050 CARD# *2287 TX# 270747665	4.32-
4/03	AC INTUIT PYMT SOLN TRAN FEE 021000029626539CCD 9215986202 524771990665756	1.11-
4/06	Deposit	417.24
4/06	POS PUR. 04/05 01:00 UPS*1Z99A3F30305179119 800-811-1648 GA 99999999 CARD# *2287 TX# 370031987	9.01-
4/06	POS PUR. 04/05 01:31 UPS*1Z99A3F30318035704 800-811-1648 GA 99999999 CARD# *2287 TX# 277579748	9.01-
4/07	POS PUR. 04/05 22:27 ALDI 68047 YORKVILLE IL 99999999 CARD# *1329 TX# 874861111	55.52-
4/07	POS PUR. 04/06 09:31 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 377672528	25.00-
4/07	POS PUR. 04/06 09:27 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 071000350	10.00-
4/07	POS PUR. 04/05 19:49 JEWEL-OSCO YORKVILLE IL 0007 CARD# *2287 TX# 884385216	8.35-
4/08	AC INTUIT PYMT SOLN DEPOSIT 021000024279589CCD 9215986202 524771990665756	495.74
4/08	POS PUR. 04/07 05:01 US PATENT TRADEMARK 571-272-6500 VA 99999999 CARD# *2287 TX# 580270966	425.00-
4/08	AC INTUIT PYMT SOLN TRAN FEE 021000024197003CCD 9215986202 524771990665756	18.55-
4/09	POS PUR. 04/08 08:32 WM SUPERCENTER #1003 PLANO IL 99999999 CARD# *1329 TX# 675547079	14.39-
4/09	POS PUR. 04/08 08:58 DD/BR #300700 Q35 YORKVILLE IL 0050 CARD# *2287 TX# 680673143	5.39-
4/13	ATM W/D. 04/11 12:20 OLD SECOND NA 26 WEST COUNT YORKVILLE IL IC351650 CARD# *1329 TX# 000006568	600.00-
4/13	POS PUR. 04/11 22:00 TARGET 00023788 YORKVILLE IL 083 CARD# *1329 TX# 886964937	33.80-
4/13	POS PUR. 04/10 22:02 ALDI 68047 YORKVILLE IL 99999999 CARD# *1329 TX# 983118963	22.62-
4/13	POS PUR. 04/10 09:38 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 470418167	10.00-
4/13	POS PUR. 04/10 01:04 JEWEL-OSCO YORKVILLE IL 0051 CARD# *1329 TX# 679818622	6.53-
4/15	ATM W/D. 04/14 15:06 OLD SECOND NA 420 SOUTH BRI YORKVILLE IL IC351150 CARD# *1329 TX# 000007638	20.00-
4/15	AC IRS USATAXPYMT 061036010016042CCD 3387702000 220050691634287	122.08-
4/16	AC IL DEPT OF REVEN EDI PYMNTS 091000015385433CCD 5555566257 00000327133408 TXP*261237040000*0112*20200331 *T*3950\	39.50-
4/17	Deposit	896.49
4/21	POS PUR. 04/20 09:56 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 979314524	50.00-
4/21	POS PUR. 04/20 09:47 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 272796591	10.00-
4/21	POS PUR. 04/20 09:52 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 674828883	10.00-
4/21	POS PUR. 04/20 09:17 DD/BR #300700 Q35 YORKVILLE IL 0050 CARD# *1329 TX# 681812867	4.85-
4/22	RCR PUR. 04/21 20:15 STAMPS.COM 855-608-2677 CA 99999999 CARD# *2287 TX# 577643618	17.99-
4/22	POS PUR. 04/22 09:42 UPS*1Z99A3F30322644771 800-811-1648 GA 99999999 CARD# *2287 TX# 439226613	13.02-
4/22	AC IL DEPT OF REVEN EDI PYMNTS 091000015951834CCD 5555566257 00000405403872 TXP*55680879*0411*20200331*T*4 900\	49.00-
4/23	AC SBAD TREAS 310 MISC PAY 101036153265864CCD 9101036151 EIDG:3301072076 NTE*PMT*EIDG:3301072076\	3,000.00
4/27	AC INTUIT PYMT SOLN DEPOSIT 021000026207506CCD 9215986202 524771990665756	219.68
4/27	POS PUR. 04/24 09:45 USPS STAMPS ENDICIA 888-434-0055 CA 99999999 CARD# *2287 TX# 274531754	10.00-
4/27	POS PUR. 04/25 09:02 UPS*1Z99A3F30335696594 800-811-1648 GA 99999999 CARD# *2287 TX# 582943391	8.99-
4/27	POS PUR. 04/25 09:09 UPS*1Z99A3F30336153589 800-811-1648 GA 99999999 CARD# *2287 TX# 783655755	8.99-

Treasure Breads, Inc.
305 W Main St
Yorkville IL 60560-1343

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

Activity In Date Order (continued)

DATE	DESCRIPTION	AMOUNT
4/27	AC INTUIT PYMT SOLN TRAN FEE 021000026159851CCD 9215986202 524771990665756	7.99-
4/29	DBT CRD 1440 04/28/20 DBYJVYOE USPS STAMPS ENDICIA 888-434-0055 CA C#2287	10.00-
4/29	AC IL DEPT EMPL SEC UNEMPL TAX 071109330005545CCD 1363042127 320781440	24.38-
	TXP*5001115**200331**000000000 0**0000002438**261237040\	
4/30	ATM W/D 1242 04/30/20 00007687 OLD SECOND NAT 26 WEST COUNTRYSID YORKVILLE IL C#2287	160.00-

Summary By Check Number

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
4/06	1440	458.02	4/02	1445	418.00	4/14	1448	600.00
4/06	1441	185.85	4/07	1446	600.00	4/10	1467*	400.00
4/03	1444*	990.60	4/16	1447	285.00	4/28	1469*	90.00

* Denotes missing check numbers

Daily Balance Information

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/01	6,166.10	4/10	3,390.98	4/22	2,393.08
4/02	5,700.10	4/13	2,718.03	4/23	5,393.08
4/03	4,702.09	4/14	2,118.03	4/27	5,576.79
4/06	4,457.44	4/15	1,975.95	4/28	5,486.79
4/07	3,758.57	4/16	1,651.45	4/29	5,452.41
4/08	3,810.76	4/17	2,547.94	4/30	5,292.41
4/09	3,790.98	4/21	2,473.09		

4001



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



1900 Touhy
Elk Grove Village, IL 60007
P 847.709.2600
F 847.593.2114

Invoice

Date	Invoice #
3/11/2020	3650

Bill To
Treasure Breads PO Box 513 Yorkville IL 60560

P.O. No.	Terms	Due Date	Ship Date	FOB Point
	Net 30	3/11/2020	3/11/2020	

Item	Quantity	Description	Rate	Amount
3471	68	Banana Nut Bread GJ	4.25	289.00
3471	64	Banana Nut Bread GJ	0.85	54.40
3486	68	German Chocolate TB GJ	4.95	336.60
3486	64	German Chocolate TB GJ	0.85	54.40
3487	68	Red Velvet TB GJ	4.25	289.00
3487	64	Red Velvet TB GJ	0.85	54.40
3475	56	Cranberry Orang GJ	4.50	252.00
3475	128	Cranberry Orang GJ	0.85	108.80
3476	56	Blueberry Lemon TB GJ	4.55	254.80
3476	128	Blueberry Lemon TB GJ	0.85	108.80
3480	51	Marbel TB GJ	4.50	229.50
3480	128	Marbel TB GJ	0.85	108.80
3470	56	Lemon Treasure Bread GJ	4.25	238.00
3470	128	Lemon Treasure Bread GJ	0.85	108.80
3473	32	Coconut Macadamia TB GJ	4.95	158.40
3473	64	Coconut Macadamia TB GJ	0.85	54.40
3488	32	Carrot Bread GJ	4.75	152.00
3488	64	Carrot Bread GJ	0.85	54.40
		Sales Tax	10.00%	0.00

Thank you for your business.	Total	\$2,906.50
------------------------------	--------------	------------



Rena Pedersen <rena@treasurebreadsinc.com>

Re: Fundraiser

1 message

tovrea1358 <tovrea1358@comcast.net>
To: rena@treasurebreadsinc.com

Wed, Mar 11, 2020 at 9:00 PM

Rena,
We just received notification that all outside activities at the hospital have been stopped due to the coronavirus. This will mean we will be canceling our April 9th fundraiser. I will be notifying you as soon as this clears for a new date. Please respond as I know you have received this email.
Thank you,
Linda Tovrea
NM Valley West Hospital Auxiliary

Sent from my Galaxy Tab® A

----- Original message -----

From: Linda TOVREA <tovrea1358@comcast.net>
Date: 3/11/20 7:33 AM (GMT-06:00)
To: Rena Pedersen <rena@treasurebreadsinc.com>
Subject: Fundraiser

Good Morning,
We are looking forward to our Treasure Bread Fundraiser in April, and just sending a request for our flyers. We would appreciate the following.

18 Table tent sizes 4x6
30 full sheets
20 half sheets

Please also email me a copy of the flyer so I can use it for PR purposes.
If you have any questions please let me know.
Thanks,
:Linda Tovrea
NM Valley West Hospital Auxiliary Board Chair



Rena Pedersen <rena@treasurebreadsync.com>

May sale at AMITA ST JOSEPH

1 message

sahmhall@aol.com <sahmhall@aol.com>

Sun, Apr 26, 2020 at 3:24 PM

To: Rena Pedersen <rena@treasurebreadsync.com>

Hi Rena,

I hope you & your family are doing OK.

We'll need to reschedule this sale, sorry. We can't have any sales until the hospital is fully open.

I could do mid or late July if you want to schedule now, or we can wait.

Stay safe,
Kathy

Sent from my iPad



Rena Pedersen <rena@treasurebreadsinc.com>

Fwd: Kishwaukee Hospital Auxiliary Sale

1 message

Rena Pedersen <rena@treasurebreadsinc.com>
To: Geneva Pedersen <geneva@treasurebreadsinc.com>

Mon, May 18, 2020 at 2:19 PM

----- Forwarded message -----

From: **Jim Heintz** <jheintz430@gmail.com>
Date: Mon, May 18, 2020, 2:08 PM
Subject: Kishwaukee Hospital Auxiliary Sale
To: Rena Pedersen <rena@treasurebreadsinc.com>
Cc: Nier, Deborah <Deborah.Nier@nm.org>, Terlecki, Faith <faith.terlecki@nm.org>

Hi Rena,

I hope you and everyone at Treasure Breads are doing well. I am writing to inform you that the sale the Kishwaukee Hospital Auxiliary has scheduled with Treasure Breads for June 18 will have to be cancelled. NM Kishwaukee Hospital currently has a number of COVID-19 restrictions in place that prohibit a sale from being conducted.

The Auxiliary still has you scheduled for a sale on October 15, 2020. Decisions about activities of this nature will be made in the future. The Auxiliary will contact you as we get closer to the October 15th date.

The Auxiliary certainly appreciates the relationship it has developed with Treasure Breads. We hope to continue working with you.

Please Deb Nier, Faith Terlecki or me if you have any questions or concerns.

Deb Nier, Volunteer Services Manager - Deborah.Nier@nm.org
Faith Terlecki, Volunteer Coordinator- faith.terlecki@nm.org

Sincerely,
Jim Heintz
jheintz430@gmail.com
815-751-1169



Geneva Pedersen <geneva@treasurebreadsync.com>

Coffee Fest Chicago 2020 Attendees List

1 message

Maliah Alford <maliah.alford@timexpos.com>

Tue, May 19, 2020 at 11:28 AM

To: "Geneva@treasurebreadsync.com" <Geneva@treasurebreadsync.com>

Hi,

Due to the consequences of the coronavirus (Covid-19) regionally and globally, it has been decided that the event has been postponed. We know how disappointing this news will be for many involved, from our exhibitors who have been busy preparing for the event, to the thousands of visitors who look forward to it each year.

However, if your agenda is to increase your sales and revenue by reaching out all the attendees, do let me know. We will help you with the contacts of pre-registered attendees.

Coffee Fest Chicago 2020

Location-Chicago, Illinois

Count-1,000

Let me know your thoughts, so that I can send discount cost & additional information.

Best Regards,

Maliah Alford| Sr. Business Analyst

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.

TREASURE BREADS, INC.

Geneva Pedersen _____

By: GENEVA PEDERSEN
Its: CEO

By: Honorable (Name of Mayor)
Its: Mayor

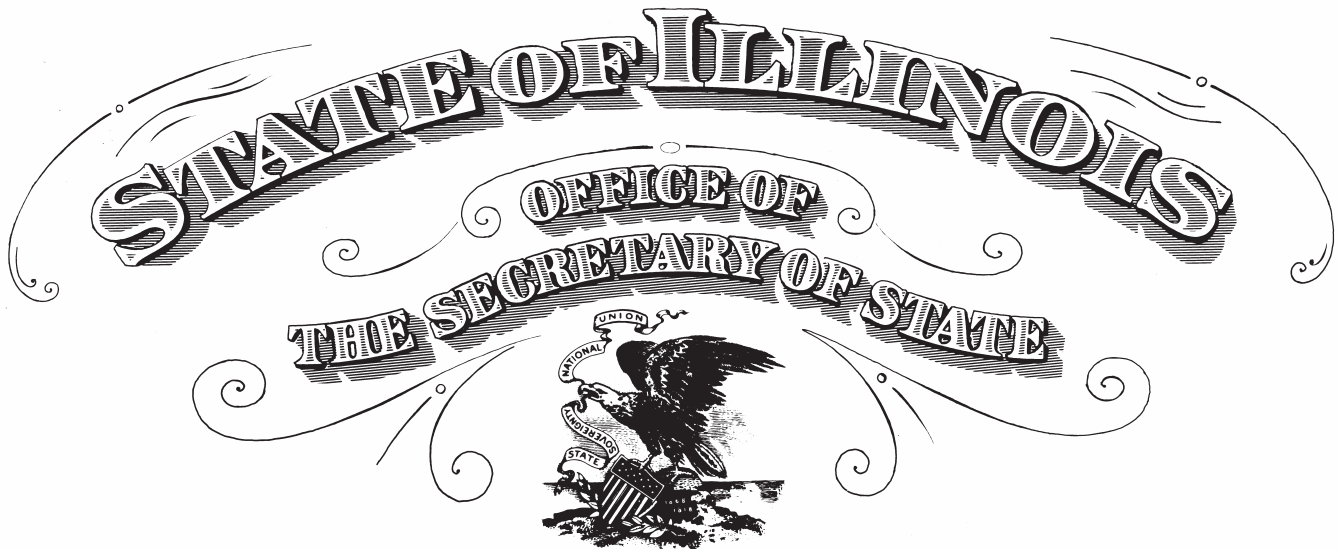
Address: 305 W. Main St. Yorkville, IL 60560

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/>

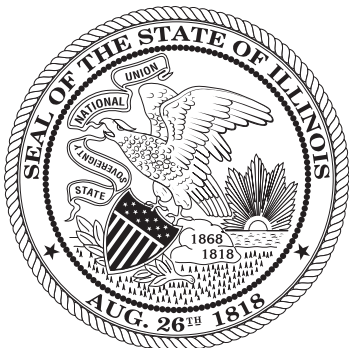
This requirement does not apply if the benefiting business is a Sole Proprietorship.



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

TREASURE BREADS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 21, 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 22ND
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)	<i>1</i>	<i>Monthly</i>	\$ <i>11,250.00</i>	<i>2</i>	\$ <i>22,500.00</i>
Fringe Benefits	<i>1</i>	<i>Monthly</i>	\$ <i>-</i>	<i>2</i>	\$ <i>-</i>
Occupancy (Rent/Mortgage Payments)	<i>1</i>	<i>Monthly</i>	\$ <i>3,000.00</i>	<i>2</i>	\$ <i>6,000.00</i>
Utilities (Electrical, Gas, Water, Sewer)	<i>1</i>	<i>Monthly</i>	\$ <i>643.49</i>	<i>2</i>	\$ <i>1,286.98</i>
Telecommunications & Internet	<i>1</i>	<i>Monthly</i>	\$ <i>365.00</i>	<i>2</i>	\$ <i>730.00</i>
Inventory/Goods Necessary to do Business	<i>1</i>	<i>Monthly</i>	\$ <i>22,860.00</i>	<i>2</i>	\$ <i>45,720.00</i>
Supplies (office-related)	<i>1</i>	<i>Monthly</i>	\$ <i>600.00</i>	<i>2</i>	\$ <i>1,200.00</i>
Contractual Services (pest control, cleaning, etc.)	<i>1</i>	<i>Monthly</i>	\$ <i>200.00</i>	<i>2</i>	\$ <i>400.00</i>
Other (specify): auto/travel	<i>1</i>	<i>Monthly</i>	\$ <i>755.00</i>	<i>2</i>	\$ <i>1,510.00</i>
Other (specify): insurance	<i>1</i>	<i>Monthly</i>	\$ <i>336.00</i>	<i>2</i>	\$ <i>672.00</i>
					\$ <i>-</i>
<i>State Total</i>					\$ <i>80,018.98</i>

Total State-Funded Working Capital \$ ***80,018.98***

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 – May 26, 2020

Meeting and Date: City Council – June 9, 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 26, 2020**

Mayor Purcell called the meeting to order at 7:01 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, Purchasing Manager Parker, 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/84964399997?pwd=YVdkOVJSRy85Ui9YYVjNwV2VoZ2gvdz09>. The Zoom meeting ID was 849 6439 9997.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

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.

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

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meeting of April 28, 2020, the minutes of the regular City Council meeting of May 12, 2020, and the minutes of the special City Council meeting of May 19, 2020 as presented. So moved by Alderman Milschewski; seconded by Alderman Koch.

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 \$311,341.41 (vendors – FY 20); \$800,854.12 (vendors – FY 21); \$290,464.07 (payroll period ending 05/15/20); for a total of \$1,402,659.60. So moved by Alderman Funkhouser; seconded by Alderman Peterson.

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

	Downstate Small Business Stabilization Program Grant (CC 2020-43)
Resolution 2020-39	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)
Resolution 2020-40	of Support for a Community Development Block Grant Program Grant (Crusade Burger Bar LLC, 209 S. Bridge Street, Yorkville, IL)
Resolution 2020-41	of Support for a Community Development Block Grant Program Grant (Fast Burrito, Inc., 1214 N. Bridge Street, Yorkville, IL)
Resolution 2020-42	of Support for a Community Development Block Grant Program Grant (Ginger and Soul Inc., 131 E. Hydraulic, Yorkville, IL)
Resolution 2020-43	of Support for a Community Development Block Grant Program Grant (HNM Corporation, 227 Heustis Street, Yorkville, IL)
Resolution 2020-44	of Support for a Community Development Block Grant Program Grant (NCG Yorkville Inc., 1505 N. Bridge Street, Yorkville, IL)
Resolution 2020-45	of Support for a Community Development Block Grant Program Grant (NDB Enterprises, Inc. DBA Sunfield Restaurant, 382 E. Veterans Parkway, Yorkville, IL)
Resolution 2020-46	of Support for a Community Development Block Grant Program Grant (Taekwondo Korea Center Inc., 482 E. Veterans Parkway, Yorkville, IL)

Mayor Purcell entertained a motion pursuant to Ordinance 2013-31, to waive the procedural rule not to vote on items at the same meeting at which the public hearing on the matter has taken place. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

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 approve Resolutions of Support for Community Development Block Grant Program Grants for the following: Resolution 2020-39 for Centers for Foot and Ankle Surgery Ltd. DBA Foot and Ankle Centers for \$25,000; Resolution 2020-40 for Crusade Burger Bar LLC for \$25,000; Resolution 2020-41 for Fast Burrito, Inc. for \$25,000; Resolution 2020-42 for Ginger and Soul Inc. for \$25,000; Resolution 2020-43 for HNM Corporation for \$25,000; Resolution 2020-44 for NCG Yorkville Inc. for \$25,000; Resolution 2020-45 for NDB Enterprises, Inc. DBA Sunfield Restaurant for \$25,000; Resolution 2020-46 for Taekwondo Korea Center Inc. for \$25,000. So moved by Alderman Peterson; seconded by Alderman Tarulis.

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

Skid Steer Trade-in and Purchase of New Model
(CC 2020-44)

Mayor Purcell entertained a motion to authorize the trade-in of the Bobcat S750 Skid Steer S/N A3P212065 for \$17,000 and approve the purchase of a new Bobcat S76 Skid Steer in an amount not to exceed \$51,507 from Atlas Bobcat of Elk Grove Village, IL through the Sourcewell contract 040319-CEC. So moved by Alderman Frieders; seconded by Alderman Transier.

Discussion took place that the price of the item was discounted since the city would be receiving government pricing through the Sourcewell contract. Other discussion took place as to whether the city should delay purchasing this item as the total impact of the pandemic on the budget is still unknown at this point.

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

Ordinance 2020-30

**Approving Outdoor Restaurant Sales and
Liquor Servicing During the Pandemic**
(CC 2020-45)

Mayor Purcell entertained a motion to approve an Ordinance Approving Outdoor Restaurant Sales and Liquor Servicing During the Pandemic and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; 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

City Administrator Employment Agreement
(CC 2020-46)

Mayor Purcell entertained a motion to approve an Employment Agreement between the United City of Yorkville and Bart Olson and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Plocher.

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

PUBLIC WORKS COMMITTEE REPORT

Water Department Reports for January, February, and March 2020
(PW 2020-30)

Alderman Plocher made a motion to approve the Water Department Reports for January, February, and March 2020; seconded by Alderman Frieders.

Motion unanimously approved by a viva voce vote.

Supplemental MFT Resolution 2020-47

for Bulk Rock Salt
(PW 2020-31)

Alderman Plocher made a motion to approve a supplemental MFT Resolution for the purchase of bulk rock salt and authorize the City Clerk to execute; 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

Ordinance 2020-31

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

Alderman Plocher made a motion to approve an Ordinance Authorizing Conveyance of Real Estate for Highway Purposes (.095 acres of land at 1975 N. Bridge Street) and authorize the Mayor and City Clerk to execute; 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

Mill Road Project
(PW 2020-33)

Resolution 2020-48 Approving a Services Agreement with BNSF Railway Company

Resolution 2020-49

**Approving a Stipulated Agreement with the Illinois Commerce
Commission and BNSF Railway Company**

Ordinance 2020-32

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

Alderman Plocher made a motion to approve a Resolution Approving a Services Agreement with BNSF Railway Company; to approve a Resolution Approving a Stipulated Agreement with the Illinois Commerce Commission and BNSF Railway Company; and to approve an Ordinance Approving an Easement Agreement for Roadway Construction, Maintenance and Use (Mill Road) and authorize the Mayor and City Clerk to execute; seconded by Alderman Peterson.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Treasurer's Report for April 2020
(ADM 2020-30)

Alderman Funkhouser made a motion to approve the Treasurer's Report for April 2020; seconded by Alderman Milschewski.

Motion unanimously approved by a viva voce vote.

Resolution 2020-50

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

Alderman Funkhouser made a motion to approve a Resolution Authorizing the Closure of a Checking Account with First National Bank (Parks and Recreation Bank Account) and authorize the Mayor and City Clerk to execute; seconded by Alderman Peterson.

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

Ordinance 2020-33

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

Alderman Funkhouser made a motion to approve an Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Contracts and Purchases and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

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

Resolution 2020-51	Approving a Revised Fund Balance Policy (ADM 2020-36)
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Alderman Funkhouser made a motion to approve a Resolution Approving a Revised Fund Balance Policy and authorize the Mayor and City Clerk to execute; seconded by Alderman Peterson.

Director Fredrickson explained that the purpose of this item is to add contingency language to the city's existing fund balance policy. This revision would give the council the option to set a contingency amount which would be based on the total general fund appropriated budget. The contingency amount could be set anywhere from zero percent up to ten percent of the general fund budget and could be used for unforeseen or unbudgeted expenditures. At the end of the fiscal year, any unspent contingency funds would return to the fund balance.

Discussion took place that the contingency funds are a line item in the budget which means the council will have input on the percentage of the general fund that will be allocated to the contingency fund line item each year when they approve the annual fiscal year budget. If this policy revision is approved, it will give the council the authority to approve the percentage of the contingency line item funding annually.

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

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

May the Fourth be with You – Virtual Race

Alderman Transier thanked the Parks and Recreation department for holding the virtual May the Fourth be with You race. He was excited to win gift certificates from Burnt Barrel Social and Rosati's.

**National Suicide Prevention + Action Month
Proclamation Project**

Alderman Frieders said that during this pandemic the conversation around mental health is becoming more and more important as many families are stuck at home. He has been continuing his work with Hope for the Day and they have been offering their normal monthly in person education sessions on a virtual basis twice a week. Virtual sessions are being held Tuesdays at 11:00 a.m. and Saturdays at 2:30 p.m. Information on these free educational sessions can be found online at www.hftd.org/geteducated. They will also be rolling out a program tailored for law enforcement, first responders, and the military called "Project Red Team" as well as a food and beverage tailored program called "86 the Silence".

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYORS REPORT (cont'd)

**FY 21 Budget Update
(CC 2020-47)**

Administrator Olson there are only a couple of budget updates since the last City Council meeting. He said the city received monthly reports for income taxes, motor fuel taxes, and use taxes. Income taxes are a bit low but are generally in line with the IML estimates. He said that MFT taxes are approximately 20% lower than last year while use taxes are slightly up. He said that the city should be receiving the March consumer sales report in June.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell said that an executive session would not be held this evening.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:21 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARING

800 Game Farm Road
Yorkville, Illinois

Tuesday, May 26, 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

12 ALSO PRESENT:

13 Mr. Bart Olson, City Administrator,

14 Mr. James Jensen, Chief of Police,

15 Ms. Lisa Pickering, City Clerk,

16 Mr. Eric Dhuse, Public Works Director,

17 Ms. Krysti Barksdale-Noble, Community

18 Development Director,

19 Mr. Rob Fredrickson, Finance Director,

20 Ms. Erin Willrett, Assistant City

21 Administrator,

22 Mr. Tim Evans, Parks and Recreation

23 Director;

24 Ms. Kathleen Field-Orr, City Attorney,

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

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

4 MAYOR PURCELL: We get to have another
5 public hearing. At this point I need to go over
6 the public hearing for the Proposed Downstate
7 Small Business Stabilization Applications funded
8 by the Community Development Block Grant, CDBG,
9 funds. The total amount of CDBG funds to be
10 requested is \$200,000 and will address the urgent
11 need of the business due to the COVID-19
12 emergency on the following applications:

13 Centers for Foot and Ankle Surgery,
14 Limited, d/b/a Foot and Ankle Centers; Crusade
15 Burger, LLC; Fast Burrito; Ginger and Soul, Inc.;
16 HNM Corporation; NCG Yorkville, Inc.; NDB
17 Enterprises, Inc., d/b/a Sunfield Restaurant; and
18 Taekwondo Korea Center, Inc.

19 We have opened the public hearing,
20 and first I will ask if there is anyone in
21 public -- just so you are aware, there is
22 actually one member of the public here today, and
23 then there is Bart, there is JJ, and there is
24 KFO. She is our attorney.

1 So does any member of the public
2 here wish to speak?

3 (No response.)

4 MAYOR PURCELL: There was a nod of the
5 head no.

6 Now I will ask is there anyone out
7 in videoland who would like to speak to this? If
8 so, just please wave, say -- I guess you'd have
9 to say something so I can hear you first.

10 Who is that? Could you state your
11 name, please? Oh, he is on mute. One moment,
12 please. Everyone is on mute now.

13 MR. OLSON: You might be able to unmute
14 yourself by pressing the button. Yeah, there you
15 go.

16 MAYOR PURCELL: Okay. Please state your
17 name for the record.

18 MR. ALCANTARA: Gerardo, Fast Burrito,
19 Inc.

20 MAYOR PURCELL: Thank you. Is there
21 anything you want to say?

22 MR. ALCANTARA: I say hi.

23 MAYOR PURCELL: Hola. Gracias.

24 MR. ALCANTARA: De nada. You are

1 welcome.

2 MAYOR PURCELL: Buenas tardes.

3 MR. ALCANTARA: Buenas tardes.

4 MAYOR PURCELL: Excellent. Anyone else
5 have anything they would like to offer for the
6 public hearing? Remember, Bart will go through
7 these under the Mayor's report in a little more
8 detail, but this is the public hearing.

9 (No response.)

10 MAYOR PURCELL: Oh, I'm sorry, we have
11 to go to the public hearing. Okay. Well, I will
12 give everyone a chance to speak one more time
13 before I turn it over to Bart.

14 Did someone else want to speak?

15 (Unintelligible.)

16 MAYOR PURCELL: I am hearing some
17 people, but I'm not sure who. I see we have a
18 Dodger's fan there. Okay. I will turn it over
19 to Bart at this point. Thank you. It will be
20 just one moment.

21 Bart, that's pretty cool, you're
22 walking around and we get to see you. It's like
23 one of those YouTubers.

24 MR. OLSON: World's worst YouTuber, but

1 appreciate it.

2 MAYOR PURCELL: You are a damn good
3 administrator, though.

4 MR. OLSON: All right. Let me share my
5 screen here, so just bear with me for a second.
6 Okay. Can everybody see that?

7 MAYOR PURCELL: Yes.

8 ALDERMAN MILSCHEWSKI: Yep.

9 MR. OLSON: Thank you. So we have the
10 public hearing for the Downstate Small Business
11 Stabilization Program. So, again, this is a
12 state-ran program set up to offset the impact of
13 the COVID-19 virus, and it provides businesses up
14 to 60 days of verifiable working capital up to
15 \$25,000.

16 So, again, the eligibility criteria
17 here is that you have to have been open since
18 January of 2017 with no business having changed,
19 you can't be a franchise, you have to have less
20 than 50 employees, et cetera. The rest of the
21 requirements are on the screen there.

22 So the only requirement is that you
23 have to maintain your business and remain open
24 for 60 days after funding is rewarded and you

1 have to use the funds for working capital, and
2 the amount of the loan and grant is based on the
3 actual business expenses.

4 So we do have eight applications in
5 this round, which is our second round. They are
6 all on the screen and we will get into each one
7 of the businesses here in just a minute.

8 So out of these eight businesses,
9 they are requesting \$25,000 each, for a grand
10 total of \$200,000.

11 Okay. So the next eight slides in
12 this presentation give detailed information about
13 each business, including the amount of funds that
14 they are requesting, what they are going to use
15 the funds for, and the impact that COVID-19 has
16 had on their business.

17 These detailed slides have been
18 available on the City website and in the City
19 Council packet since Thursday, May 21st. I'm
20 going to show each one of the slides on the
21 screen, and rather than read the slide verbatim,
22 I am going to summarize each business's
23 information as follows: The name of the
24 business; the amount of funds that are requested

1 by the business; the list of activities that will
2 be undertaken with grant funding; and how the
3 business and community can be benefitted through
4 the grant.

5 At the end of my narrative on the
6 businesses, the public hearing will be opened for
7 resident comments, and residents can provide any
8 comment on any of the eight businesses.

9 The Mayor is going to control the
10 order of public comment at that time, so each
11 business has been asked to attend this meeting
12 remotely, and we have one in person, and they are
13 going to be prepared to answer questions posed by
14 the City Council or the public as allowed by the
15 Mayor.

16 So in addition to the narrative on
17 each business, the State has asked us to comment
18 about a detailed, prioritized list of community
19 development and housing needs during the public
20 hearing. The following narrative applies to
21 every one of the eight businesses up at the
22 public hearing this evening.

23 COVID-19 has decimated the business
24 community and employment numbers in the region

1 and in the state to degrees included in each of
2 the business applications and as narrated in this
3 public hearing.

4 First, the City's Comprehensive Plan
5 Update discusses the importance of a healthy
6 business community in order to improve quality
7 of life, specifically commercial/retail
8 development.

9 In Section 2, Community
10 Characteristics and Land Use Trends, the
11 Comprehensive Plan states there is a defined need
12 for a more consistent, cohesive approach to
13 attracting and retaining retail and commercial
14 services, especially in the downtown, where
15 sustained efforts in supporting and incubating
16 businesses should be the focus of economic
17 development. Second, in the same section of the
18 City's Comprehensive Plan, it discusses that
19 housing count and household growth is key to
20 attracting new retail development. Any loss of
21 business in the community is going to cause the
22 existing residential base to be underserved.

23 So our first business, Centers for
24 Foot and Ankle Surgery, Limited, d/b/a Foot and

1 Ankle Centers, is requesting \$25,000 for working
2 capital, including payroll, rent, utilities,
3 telecommunications, inventory and overhead
4 expenses. The Foot and Ankle Center has been
5 open since January 1st, 1999 and has 18
6 employees. Since the start of the pandemic, the
7 Center has had to furlough staff and go to
8 partial shifts. Funding will help them maintain
9 their 15 employees and to provide care/treatment
10 for local patients.

11 Crusade Burger Bar, LLC is
12 requesting \$25,000 for working capital, including
13 payroll. Crusade has been in Yorkville since
14 June of 2016 and had a total of 38 full-time
15 equivalent employees, 43 part-time and 25
16 full-time employees prior to the pandemic. The
17 COVID-19 pandemic has resulted in a loss of about
18 60 percent of their normal revenues. Funding
19 will help them retain employees until they are
20 able to restart indoor dining.

21 Fast Burrito, Incorporated has
22 requested \$25,000 for working capital, including
23 payroll, rent and utilities. Fast Burrito has
24 been established since March, 2005 and has five

1 employees. Since the start of the pandemic,
2 sales have decreased significantly as indoor
3 dining is prevented. Funding will help them
4 retain employees and continue take-out
5 operations until they are able to restart indoor
6 dining.

7 Ginger and Soul, Incorporated is
8 requesting \$25,000 for working capital, payroll,
9 supplies, rent and utilities. Ginger and Soul
10 has been in business since February, 2015 and has
11 five employees, along with seasonal help. Sales
12 have decreased significantly since indoor dining
13 is prohibited. Catered events have been
14 cancelled by organizers. Funding will help them
15 maintain all their employees on payroll as well
16 as acquire supplies needed to perform carry-out
17 until indoor dining is allowed.

18 HNM Corporation, known as Butcher
19 Block 360, is requesting \$25,000 for working
20 capital, including payroll, rent and utilities.
21 HNM Corporation has been in Yorkville since 2008
22 and has six employees. Since the pandemic
23 began they have seen an 80 percent loss in
24 revenue and are open limited hours for curbside

1 pick-up. Funding will help them with paying
2 rent, payroll and utilities until indoor dining
3 can resume.

4 NCG Yorkville is requesting \$25,000
5 for working capital, including payroll and
6 operations. NCG Theaters has been open in
7 Yorkville since 2013 and has been closed since
8 March of 2020, resulting in a total loss of
9 income. Funding will be used for employees and
10 operations of the business when they are allowed
11 to reopen.

12 NDB Enterprises, Incorporated, doing
13 business as Sunfield Restaurant, is requesting
14 \$25,000 for working capital, including payroll,
15 utilities, equipment, maintenance and supplies.
16 Sunfield Restaurant has been in business since
17 1998 and has been closed since March, 2020 since
18 they are not set up for pick-up or delivery
19 orders. Funding will allow them to pay their
20 employees, utilities, provide for equipment,
21 building maintenance and supplies for the
22 business to open again.

23 Taekwondo Korea Center, Incorporated
24 is requesting \$25,000 for working capital,

1 including payroll, rent, utilities, insurance and
2 merchant services. Taekwondo Korea Center was
3 founded in April, 2014 and has been conducting
4 online training only since the end of March.
5 Since then they have seen an increase in monthly
6 membership cancellations. Funding will allow
7 them to continue paying rent and utilities and to
8 maintain payroll during the closure and after
9 reopening.

10 That's all eight businesses. The
11 notice of the public hearing was published in the
12 Beacon on May 19th, and all of the materials have
13 been available at the City website link here, and
14 so the City Council has to discuss a resolution
15 of support during this meeting for the Mayor's
16 report and then a participation agreement will be
17 signed between the business of the City after
18 this meeting, and that wraps up my speech.

19 MAYOR PURCELL: Thank you, Bart. Again,
20 this is a public hearing. Are there any other
21 comments for the public hearing portion?

22 (No response.)

23 MAYOR PURCELL: Hearing and seeing none,
24 I have closed the public hearing. Thank you very

1 much. Thank you, Bart.

2 (Which were all the
3 proceedings had in the
4 public hearing portion
5 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 16, 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 1st day of June, A.D., 2020.

18 
19

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



<p>A</p> <p>A.D 16:17</p> <p>able 5:13 11:20 12:5</p> <p>accuracy 16:14</p> <p>acquire 12:16</p> <p>activities 9:1</p> <p>actual 8:3</p> <p>addition 9:16</p> <p>address 4:10</p> <p>administrator 2:13 2:21 7:3</p> <p>aforesaid 16:9</p> <p>agreement 14:16</p> <p>ALCANTARA 5:18,22,24 6:3</p> <p>Alderman 2:3,4,5,6 2:7,8,9,10 7:8</p> <p>allow 13:19 14:6</p> <p>allowed 9:14 12:17 13:10</p> <p>amount 4:9 8:2,13 8:24</p> <p>Ankle 4:13,14 10:24 11:1,4</p> <p>annexed 16:10</p> <p>answer 9:13</p> <p>applications 4:7,12 8:4 10:2</p> <p>applies 9:20 16:11</p> <p>appreciate 7:1</p> <p>approach 10:12</p> <p>April 14:3</p> <p>Arden 2:6</p> <p>asked 9:11,17</p> <p>Assistant 2:20</p> <p>assume 16:13</p> <p>attend 9:11</p> <p>attorney 2:24 4:24</p> <p>attracting 10:13,20</p> <p>available 8:18 14:13</p> <p>aware 4:21</p>	<p>Bart 2:13 4:23 6:6 6:13,19,21 14:19 15:1</p> <p>base 10:22</p> <p>based 8:2</p> <p>Beacon 14:12</p> <p>bear 7:5</p> <p>began 12:23</p> <p>benefitted 9:3</p> <p>Block 4:8 12:19</p> <p>Brad 3:1</p> <p>Buenas 6:2,3</p> <p>building 13:21</p> <p>Burger 4:15 11:11</p> <p>Burrito 4:15 5:18 11:21,23</p> <p>business 4:7,11 7:10,18,23 8:3,13 8:16,24 9:1,3,11 9:17,23 10:2,6,21 10:23 12:10 13:10 13:13,16,22 14:17</p> <p>business's 8:22</p> <p>businesses 7:13 8:7 8:8 9:6,8,21 10:16 14:10</p> <p>Butcher 12:18</p> <p>button 5:14</p>	<p>certify 16:4,10</p> <p>cetera 7:20</p> <p>chance 6:12</p> <p>changed 7:18</p> <p>Characteristics 10:10</p> <p>Chief 2:14</p> <p>Chris 2:7</p> <p>Christine 16:3,20</p> <p>City 1:5,8 2:13,15 2:20,24 3:3 8:18 8:18 9:14 14:13 14:14,17</p> <p>City's 10:4,18</p> <p>Clerk 2:15</p> <p>closed 13:7,17 14:24</p> <p>closure 14:8</p> <p>cohesive 10:12</p> <p>comment 9:8,10,17</p> <p>comments 9:7 14:21</p> <p>commercial 10:13</p> <p>commercial/retail 10:7</p> <p>community 2:17 4:8 9:3,18,24 10:6 10:9,21</p> <p>complete 16:7</p> <p>Comprehensive 10:4,11,18</p> <p>computer-genera... 16:7</p> <p>conducting 14:3</p> <p>consistent 10:12</p> <p>Consultant 3:4</p> <p>continue 12:4 14:7</p> <p>control 9:9 16:15</p> <p>cool 6:21</p> <p>copies 16:12,14</p> <p>Corporation 4:16 12:18,21</p> <p>correct 16:7</p> <p>Council 1:8 8:19 9:14 14:14</p> <p>count 10:19</p> <p>COUNTY 1:6 16:2</p> <p>COVID-19 4:11</p>	<p>7:13 8:15 9:23 11:17</p> <p>criteria 7:16</p> <p>Crusade 4:14 11:11 11:13</p> <p>CSR 16:20,20</p> <p>curbside 12:24</p>	<p>employees 7:20 11:6,9,15,16,19 12:1,4,11,15,22 13:9,20</p> <p>employment 9:24</p> <p>Engineering 3:1</p> <p>Enterprises 3:2 4:17 13:12</p> <p>equipment 13:15 13:20</p> <p>equivalent 11:15</p> <p>Eric 2:16</p> <p>Erin 2:20</p> <p>especially 10:14</p> <p>established 11:24</p> <p>et 7:20</p> <p>Evans 2:22</p> <p>evening 9:22</p> <p>events 12:13</p> <p>everybody 7:6</p> <p>Excellent 6:4</p> <p>existing 10:22</p> <p>expenses 8:3 11:4</p>
<p>B</p> <p>Bar 11:11</p> <p>Barksdale-Noble 2:17</p>	<p>C</p> <p>cancellations 14:6</p> <p>cancelled 12:14</p> <p>capital 7:14 8:1 11:2,12,22 12:8 12:20 13:5,14,24</p> <p>care/treatment 11:9</p> <p>carry-out 12:16</p> <p>Catered 12:13</p> <p>cause 10:21</p> <p>CDBG 4:8,9</p> <p>Center 4:18 11:4,7 13:23 14:2</p> <p>Centers 4:13,14 10:23 11:1</p> <p>certificate 16:10</p> <p>certification 16:16</p> <p>certified 16:3,12</p>	<p>D</p> <p>d/b/a 4:14,17 10:24</p> <p>damn 7:2</p> <p>Dan 2:4</p> <p>day 16:17</p> <p>days 7:14,24</p> <p>De 5:24</p> <p>decimated 9:23</p> <p>decreased 12:2,12</p> <p>defined 10:11</p> <p>degrees 10:1</p> <p>delivery 13:18</p> <p>detail 6:8</p> <p>detailed 8:12,17 9:18</p> <p>development 2:18 3:4 4:8 9:19 10:8 10:17,20</p> <p>Dhuse 2:16</p> <p>dining 11:20 12:3,6 12:12,17 13:2</p> <p>direction 16:15</p> <p>Director 2:16,18,19 2:23</p> <p>discuss 14:14</p> <p>discusses 10:5,18</p> <p>Dodger's 6:18</p> <p>doing 13:12</p> <p>Downstate 4:6 7:10</p> <p>downtown 10:14</p> <p>Dubajic 3:3</p> <p>due 4:11</p>	<p>E</p> <p>economic 3:3 10:16</p> <p>efforts 10:15</p> <p>eight 8:4,8,11 9:8 9:21 14:10</p> <p>eligibility 7:16</p> <p>emergency 4:12</p>	<p>F</p> <p>fan 6:18</p> <p>Farm 1:13</p> <p>Fast 4:15 5:18 11:21,23</p> <p>February 12:10</p> <p>Field-Orr 2:24</p> <p>Finance 2:19</p> <p>first 4:20 5:9 10:4 10:23</p> <p>five 11:24 12:11</p> <p>focus 10:16</p> <p>following 4:1,12 9:20</p> <p>follows 8:23</p> <p>Foot 4:13,14 10:24 10:24 11:4</p> <p>foregoing 16:6</p> <p>founded 14:3</p> <p>franchise 7:19</p> <p>Fredrickson 2:19</p> <p>Frieders 2:8</p> <p>full-time 11:14,16</p> <p>funded 4:7</p>

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<hr/> G <hr/> Game 1:13 Gerardo 5:18 Ginger 4:15 12:7,9 give 6:12 8:12 go 4:5 5:15 6:6,11 11:7 going 8:14,20,22 9:9,13 10:21 good 7:2 Gracias 5:23 grand 8:9 grant 4:8 8:2 9:2,4 growth 10:19 guess 5:8	<hr/> J <hr/> Jackie 2:5 James 2:14 January 7:18 11:5 Jason 2:10 Jensen 2:14 JJ 4:23 Joe 2:6 Joel 2:8 John 2:2 June 11:14 16:17	<hr/> M <hr/> M 16:3,20 maintain 7:23 11:8 12:15 14:8 maintenance 13:15 13:21 March 11:24 13:8 13:17 14:4 materials 14:12 Mayor 2:2 4:4 5:4 5:16,20,23 6:2,4 6:10,16 7:2,7 9:9 9:15 14:19,23 Mayor's 6:7 14:15 meeting 1:8 9:11 14:15,18 15:5 member 4:22 5:1 membership 14:6 merchant 14:2 Milschewski 2:5 7:8 minute 8:7 moment 5:11 6:20 monthly 14:5 mute 5:11,12	<hr/> O <hr/> o0o--- 15:6 offer 6:5 offset 7:12 Oh 5:11 6:10 Okay 5:16 6:11,18 7:6 8:11 Olson 2:13 5:13 6:24 7:4,9 online 14:4 open 7:17,23 11:5 12:24 13:6,22 opened 4:19 9:6 operations 12:5 13:6,10 order 9:10 10:6 orders 13:19 organizers 12:14 original 16:11 overhead 11:3	<hr/> P <hr/> p.m 1:18 packet 8:19 Pages 16:6 pandemic 11:6,16 11:17 12:1,22 Parks 2:22 part-time 11:15 partial 11:8 participation 14:16 patients 11:10 pay 13:19 paying 13:1 14:7 payroll 11:2,13,23 12:8,15,20 13:2,5 13:14 14:1,8
<hr/> H <hr/> hand 16:13,17 head 5:5 healthy 10:5 hear 5:9 hearing 1:9 4:3,5,6 4:19 6:6,8,11,16 7:10 9:6,20,22 10:3 14:11,20,21 14:23,24 15:4 16:5 help 11:8,19 12:3 12:11,14 13:1 hereto 16:11 hereunto 16:16 hi 5:22 HNM 4:16 12:18 12:21 Hola 5:23 hours 12:24 household 10:19 housing 9:19 10:19	<hr/> K <hr/> Kathleen 2:24 Ken 2:3 KENDALL 1:6 key 10:19 KFO 4:24 known 12:18 Koch 2:3 Korea 4:18 13:23 14:2 Krysti 2:17	<hr/> N <hr/> nada 5:24 name 5:11,17 8:23 narrated 10:2 narrative 9:5,16,20	<hr/> Q <hr/> quality 10:6 questions 9:13	

R	S	supporting 10:15 sure 6:17 Surgery 4:13 10:24 sustained 10:15	videoland 5:7 virus 7:13 Vitosh 16:3,20	2005 11:24 2008 12:21 2013 13:7 2014 14:3 2015 12:10 2016 11:14 2017 7:18 2020 1:17 13:8,17 16:17 21st 8:19 25 11:15 25,000 7:15 8:9 11:1,12,22 12:8 12:19 13:4,14,24 26 1:17
read 8:21 record 5:17 Recreation 2:22 region 9:24 remain 7:23 Remember 6:6 remotely 9:12 rent 11:2,23 12:9 12:20 13:2 14:1,7 reopen 13:11 reopening 14:9 report 6:7 14:16 Reporter 16:4 reproduced 16:14 requested 4:10 8:24 11:22 requesting 8:9,14 11:1,12 12:8,19 13:4,13,24 requirement 7:22 requirements 7:21 resident 9:7 residential 10:22 residents 9:7 resolution 14:14 response 5:3 6:9 14:22 responsibility 16:13 rest 7:20 restart 11:20 12:5 Restaurant 4:17 13:13,16 resulted 11:17 resulting 13:8 resume 13:3 retail 10:13,20 retain 11:19 12:4 retaining 10:13 revenue 12:24 revenues 11:18 rewarded 7:24 right 7:4 Road 1:13 Rob 2:19 round 8:5,5	sales 12:2,11 Sanderson 3:1 screen 7:5,21 8:6 8:21 seasonal 12:11 Seaver 2:9 second 7:5 8:5 10:17 section 10:9,17 see 6:17,22 7:6 seeing 14:23 seen 12:23 14:5 services 10:14 14:2 set 7:12 13:18 16:16 share 7:4 shifts 11:8 Shorthand 16:3 show 8:20 signed 14:17 16:12 significantly 12:2 12:12 six 12:22 slide 8:21 slides 8:11,17,20 Small 4:7 7:10 sorry 6:10 Soul 4:15 12:7,9 speak 5:2,7 6:12,14 specifically 10:7 speech 14:18 SS 16:1 Stabilization 4:7 7:11 staff 11:7 start 11:6 12:1 state 5:10,16 9:17 10:1 16:1 state-ran 7:12 states 10:11 summarize 8:22 Sunfield 4:17 13:13 13:16 supplies 12:9,16 13:15,21 support 14:15	Taekwondo 4:18 13:23 14:2 take-out 12:4 tardes 6:2,3 Tarulis 2:9 telecommunicati... 11:3 Thank 5:20 6:19 7:9 14:19,24 15:1 Theaters 13:6 thereof 16:12,16 Thursday 8:19 Tim 2:22 time 6:12 9:10 16:8 today 4:22 total 4:9 8:10 11:14 13:8 training 14:4 transcribed 16:4 transcript 16:8,11 Transier 2:4 Trends 10:10 true 16:7 Tuesday 1:17 turn 6:13,18	W	3
			walking 6:22 want 5:21 6:14 wave 5:8 website 8:18 14:13 welcome 6:1 Willrett 2:20 wish 5:2 working 7:14 8:1 11:1,12,22 12:8 12:19 13:5,14,24 Works 2:16 World's 6:24 worst 6:24 wraps 14:18	360 12:19 38 11:14
			X	4
			Y	43 11:15
			Yeah 5:14 Yep 7:8 Yorkville 1:5,14 4:16 11:13 12:21 13:4,7 YouTuber 6:24 YouTubers 6:23	5 50 7:20
			Z	6 60 7:14,24 11:18
			0	7 7:00 1:18
			1	8 80 12:23 800 1:13
		underserved 10:22 undertaken 9:2 Unintelligible 6:15 UNITED 1:5 unmute 5:13 Update 10:5 urgent 4:10 use 8:1,14 10:10 utilities 11:2,23 12:9,20 13:2,15 13:20 14:1,7	084-002883 16:20	
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		underserved 10:22 undertaken 9:2 Unintelligible 6:15 UNITED 1:5 unmute 5:13 Update 10:5 urgent 4:10 use 8:1,14 10:10 utilities 11:2,23 12:9,20 13:2,15 13:20 14:1,7		
		V		
		verbatim 8:21 verifiable 7:14	2 2 10:9 200,000 4:10 8:10	



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 – June 9, 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: 06/01/20
TIME: 08:48:18
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 20

INVOICES DUE ON/BEFORE 06/02/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001652	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	16204	05/04/20	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		5,420.00
			02	DOWNSTATE STABILIZATION	01-640-54-00-5456		1,310.00
			03	PROGRAM	** COMMENT **		
			04	MEETINGS	01-640-54-00-5456		1,000.00
			05	KENDALL MARKETPLACE SSA	01-640-54-00-5456		390.00
					INVOICE TOTAL:		8,120.00 *
					DIRECT DEPOSIT TOTAL:		8,120.00

TOTAL CHECKS PAID:	0.00
TOTAL DIRECT DEPOSITS PAID:	8,120.00
TOTAL AMOUNT PAID:	8,120.00

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

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

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

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

DATE: 06/03/20
TIME: 10:47:57
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY20

CHECK DATE: 06/09/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
532837	AACVB	AURORA AREA CONVENTION					
	3/20-HAMPTON		05/14/20	01	MAR 2020 HAMPTON INN HOTEL TAX	01-640-54-00-5481	1,707.08
					INVOICE TOTAL:		1,707.08 *
	3/20-SUNSET		05/14/20	01	MAR 2020 SUNSET HOTEL TAX	01-640-54-00-5481	25.20
					INVOICE TOTAL:		25.20 *
	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 *
					CHECK TOTAL:		2,976.76
532838	BKFD	BRISTOL KENDALL FIRE DEPART.					
	04232020YPD		04/23/20	01	GPS PUCKS	01-210-54-00-5495	225.00
					INVOICE TOTAL:		225.00 *
					CHECK TOTAL:		225.00
532839	COMED	COMMONWEALTH EDISON					
	1613010022-0420		05/13/20	01	04/13-05/12 BALLFIELD	79-795-54-00-5480	195.41
					INVOICE TOTAL:		195.41 *
	1977008102-0420		05/12/20	01	04/13-05/12 GALENA PARK LIGHTS	79-795-54-00-5480	88.88
					INVOICE TOTAL:		88.88 *
	6963019021-0420		05/13/20	01	04/13-05/12 RT47 & ROSENWINKLE	23-216-54-00-5482	23.72
					INVOICE TOTAL:		23.72 *
	7090039005-0420		05/08/20	01	04/09-05/08 CANNONBALL TR	23-216-54-00-5482	21.17
					INVOICE TOTAL:		21.17 *
	8344010026-0420		05/20/20	01	03/30-05/19 MISC STREET LIGHTS	23-216-54-00-5482	251.64
					INVOICE TOTAL:		251.64 *
					CHECK TOTAL:		580.82

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95-XXX ESCROW DEPOSIT

DATE: 06/03/20
TIME: 10:47:57
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY20

CHECK DATE: 06/09/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
532840	CONSTELL	CONSTELLATION NEW ENERGY					
	17491608001		05/21/20	01	04/21-05/20 421 POPLAR LITE	23-216-54-00-5482	3,326.60
					INVOICE TOTAL:		3,326.60 *
					CHECK TOTAL:		3,326.60
532841	DYNEGY	DYNEGY ENERGY SERVICES					
	266979320051		05/22/20	01	04/16-05/18 2702 MILL RD	51-510-54-00-5480	8,141.12
					INVOICE TOTAL:		8,141.12 *
					CHECK TOTAL:		8,141.12
532842	FARMFLEE	BLAIN'S FARM & FLEET					
	7708-CONARD		04/24/20	01	T-SHIRT	51-510-56-00-5600	66.58
				02	FLASHLIGHT	51-510-56-00-5620	26.99
					INVOICE TOTAL:		93.57 *
					CHECK TOTAL:		93.57
532843	GLOBWATE	GLOBAL WATER SERVICES, LLC					
	G820111501		05/05/20	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6081	35,145.00
				02	#1 WELLS 8 & 9 CATION EXCHANGE	** COMMENT **	
				03	MEDIA REPLACEMENT	** COMMENT **	
					INVOICE TOTAL:		35,145.00 *
					CHECK TOTAL:		35,145.00
532844	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00007197		04/25/20	01	APR 2020 MYGOVHUB FEES	01-120-54-00-5462	81.56
				02	APR 2020 MYGOVHUB FEES	51-510-54-00-5462	123.08
				03	APR 2020 MYGOVHUB FEES	52-520-54-00-5462	35.52
					INVOICE TOTAL:		240.16 *
					CHECK TOTAL:		240.16

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89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

CHECK DATE: 06/09/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532845	KENDTREA	KENDALL COUNTY						
	20-7		04/24/20	01	FY20 1ST BI-ANNUAL	01-640-54-00-5473	11,775.00	
				02	CONTRIBUTION	** COMMENT **		
					INVOICE TOTAL:		11,775.00 *	
					CHECK TOTAL:			11,775.00
532846	KIESLERS	KIESLER'S POLICE SUPPLY INC.						
	SI100684		03/23/20	01	AMMUNITION	01-210-56-00-5696	2,627.60	
					INVOICE TOTAL:		2,627.60 *	
					CHECK TOTAL:			2,627.60
532847	LANEMUCH	LANER, MUCHIN, LTD						
	584215		05/01/20	01	APR 2020 ARBITRATION WORK	01-640-54-00-5463	1,750.00	
					INVOICE TOTAL:		1,750.00 *	
					CHECK TOTAL:			1,750.00
532848	MIDAMTEC	MID AMERICAN TECHNOLOGY, INC						
	14079		03/10/20	01	VLOC3-PRO RECEIVER WITH CARRY	51-510-60-00-6060	2,835.00	
				02	BAG, BLUETOOTH MODULE	** COMMENT **		
					INVOICE TOTAL:		2,835.00 *	
					CHECK TOTAL:			2,835.00
532849	MUNCOLLE	MUNICIPAL COLLECTION SERVICES						
	016559		03/31/20	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467	105.02	
					INVOICE TOTAL:		105.02 *	
					CHECK TOTAL:			105.02

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95-XXX ESCROW DEPOSIT

CHECK DATE: 06/09/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532850	NICOR	NICOR GAS						
	16-00-27-3553	4-0420	05/13/20	01	04/12-05/12 1301 CAROLYN CT	01-110-54-00-5480	38.75	
					INVOICE TOTAL:		38.75	*
	31-61-67-2493	1-0420	05/12/20	01	04/11-05/11 276 WINDHAM CR	01-110-54-00-5480	38.48	
					INVOICE TOTAL:		38.48	*
	45-12-25-4081	3-0420	05/14/20	01	04/1-05/11 201 W HYDRAULIC	01-110-54-00-5480	91.72	
					INVOICE TOTAL:		91.72	*
					CHECK TOTAL:			168.95
532851	OHERRONO	RAY O'HERRON COMPANY						
	3022450		03/23/20	01	AMMUNITION	01-210-56-00-5696	7,220.00	
					INVOICE TOTAL:		7,220.00	*
					CHECK TOTAL:			7,220.00
532852	OLSONB	BART OLSON						
	02/07/20		12/23/19	01	ILCMA WINTER CONFERENCE	01-110-54-00-5415	107.53	
				02	MILEAGE AND MEAL PER DIEM	** COMMENT **		
				03	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		107.53	*
					CHECK TOTAL:			107.53
532853	OTTOSEN	OTTOSEN DINOLFO						
	124814		03/31/20	01	DRAFT ORDINANCE APPROVING BNSF	01-640-54-00-5456	220.00	
				02	AGREEMENT	** COMMENT **		
					INVOICE TOTAL:		220.00	*
					CHECK TOTAL:			220.00

01-110 ADMINISTRATION
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89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

CHECK DATE: 06/09/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
532854	R0000727	YORKVILLE BASEBALL						
	178781		05/19/20	01	BRIDGE TOURNAMENT REFUND	79-000-44-00-4402	200.00	
					INVOICE TOTAL:		200.00 *	
					CHECK TOTAL:			200.00
532855	TROTSKY	TROTSKY INVESTIGATIVE						
	YORKVILLE PD 19-04		11/03/19	01	POLICE APPLICANT POLYGRAPH	01-210-54-00-5411	280.00	
				02	EXAMS	** COMMENT **		
					INVOICE TOTAL:		280.00 *	
					CHECK TOTAL:			280.00
532856	WILKINSO	WILKINSON EXCAVATING, INC.						
	13110		05/19/20	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6023	1,282.50	
				02	#6 FOUNTAIN VILLAGE COMPLETION	** COMMENT **		
				03	OF IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		1,282.50 *	
					CHECK TOTAL:			1,282.50
					TOTAL AMOUNT PAID:			79,300.63

01-110 ADMINISTRATION
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89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 05/29/20
TIME: 14:12:55
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 21

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131171	KCR	KENDALL COUNTY RECORDER'S			05/21/20		
	27868	05/21/20	01	RELEASE UTILITY LIEN		51-510-54-00-5448	67.00
			02	RELEASE MOWING LIEN		25-215-54-00-5448	67.00
						INVOICE TOTAL:	134.00 *
						CHECK TOTAL:	134.00
						TOTAL AMOUNT PAID:	134.00

01-110 ADMINISTRATION
01-120 FINANCE
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88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 06/01/20
TIME: 08:59:55
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

INVOICES DUE ON/BEFORE 06/02/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001653	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	16204-B	05/04/20	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0011		800.00
			02	PHASE 1 MATTERS	** COMMENT **		
					INVOICE TOTAL:		800.00 *
					DIRECT DEPOSIT TOTAL:		800.00

TOTAL CHECKS PAID:	0.00
TOTAL DIRECT DEPOSITS PAID:	800.00
TOTAL AMOUNT PAID:	800.00

01-110 ADMINISTRATION
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79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
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87-870 COUNTRYSIDE TIF
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90-XXX DEVELOPER ESCROW
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532857	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1047665-IN	05/08/20	01	3-SPEED FAN	51-510-56-00-5638		217.07
					INVOICE TOTAL:		217.07 *
					CHECK TOTAL:		217.07
532858	ATTINTER	AT&T					
	3186115503	05/10/20	01	05/10-06/09 ROUTER	01-110-54-00-5440		471.16
					INVOICE TOTAL:		471.16 *
					CHECK TOTAL:		471.16
D001654	BROWND	DAVID BROWN					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532859	CONARDR	RYAN CONARD					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
532860	COREMAIN	CORE & MAIN LP					
	M325078	05/11/20	01	METER WIRE	51-510-56-00-5664		216.89
					INVOICE TOTAL:		216.89 *
					CHECK TOTAL:		216.89

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01-410 STREET OPERATIONS
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532861	DELAGE	DLL FINANCIAL SERVICES INC						
	68071577	05/18/20	01	JUN 2020 COPIER LEASE	01-110-54-00-5485		113.46	
			02	JUN 2020 COPIER LEASE	01-120-54-00-5485		75.64	
			03	JUN 2020 COPIER LEASE	01-220-54-00-5485		189.10	
			04	JUN 2020 COPIER LEASE	01-210-54-00-5485		299.10	
			05	JUN 2020 COPIER LEASE	01-410-54-00-5485		44.67	
			06	JUN 2020 COPIER LEASE	51-510-54-00-5485		44.67	
			07	JUN 2020 COPIER LEASE	52-520-54-00-5485		44.67	
			08	JUN 2020 COPIER LEASE	79-790-54-00-5485		94.55	
			09	JUN 2020 COPIER LEASE	79-795-54-00-5485		94.54	
			INVOICE TOTAL:				1,000.40	*
	68071740	05/18/20	01	JUL 2020 MANAGED PRINT	01-110-54-00-5485		112.33	
			02	SERVICES FEE	** COMMENT **			
			03	JUL 2020 MANAGED PRINT	01-120-54-00-5485		37.44	
			04	SERVICES FEE	** COMMENT **			
			05	JUL 2020 MANAGED PRINT	01-210-54-00-5485		112.33	
			06	SERVICES FEE	** COMMENT **			
			07	JUL 2020 MANAGED PRINT	51-510-54-00-5485		50.18	
			08	SERVICES FEE	** COMMENT **			
			09	JUL 2020 MANAGED PRINT	52-520-54-00-5485		12.36	
			10	SERVICES FEE	** COMMENT **			
			11	JUL 2020 MANAGED PRINT	01-410-54-00-5485		12.36	
			12	SERVICES FEE	** COMMENT **			
			INVOICE TOTAL:				337.00	*
			CHECK TOTAL:					1,337.40
D001655	DHUSEE	DHUSE, ERIC						
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	51-510-54-00-5440		15.00	
			02	REIMBURSEMENT	** COMMENT **			
			03	MAY 2020 MOBILE EMAIL	52-520-54-00-5440		15.00	
			04	REIMBURSEMENT	** COMMENT **			
			05	MAY 2020 MOBILE EMAIL	01-410-54-00-5440		15.00	

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D001655	DHUSEE	DHUSE, ERIC					
	060120	06/01/20	06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001656	DLK	DLK, LLC					
	212	05/29/20	01	MAY 2020 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,425.00 *
					DIRECT DEPOSIT TOTAL:		9,425.00
532862	DUTEK	THOMAS & JULIE FLETCHER					
	1010987	05/14/20	01	HOSE ASSEMBLY	01-410-56-00-5628		237.00
					INVOICE TOTAL:		237.00 *
					CHECK TOTAL:		237.00
532863	EJEQUIP	EJ EQUIPMENT					
	P23255	05/20/20	01	QUICK DISCONNECT VACS	52-520-56-00-5628		278.78
					INVOICE TOTAL:		278.78 *
	W02834	05/20/20	01	REPLACED AUX ENGINE, FLEX	52-520-54-00-5490		5,138.80
			02	PLATES, SHAFT & BEARINGS FOR	** COMMENT **		
			03	WATER PUMP	** COMMENT **		
					INVOICE TOTAL:		5,138.80 *
					CHECK TOTAL:		5,417.58
532864	ELINEUP	JEFFREY C DAVIES					
	788	04/06/20	01	SOFTWARE MAINTENANCE RENEWAL	01-210-54-00-5462		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00

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D001657	EVANST	TIM EVANS					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	MAY 2020 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
532865	FARMFLEE	BLAIN'S FARM & FLEET					
	9539-GARCIA	05/16/20	01	STEEL TOE WORK BOOTS	51-510-56-00-5600		170.66
				INVOICE TOTAL:			170.66 *
				CHECK TOTAL:			170.66
532866	FLEEPRID	FLEETPRIDE					
	51061694	05/06/20	01	FILTERS	52-520-56-00-5613		144.29
				INVOICE TOTAL:			144.29 *
				CHECK TOTAL:			144.29
D001658	FREDRICR	ROB FREDRICKSON					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D001659	GALAUNEJ	JAKE GALAUNER					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

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D001660	GARCIAL	LUIS GARCIA					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532867	GENEVA	GENEVA CONSTRUCTION					
	59064	05/18/20	01	ENGINEER'S PAYMENT ESTIMATE	15-155-60-00-6025		61,694.24
			02	#1 2020 ROAD PROGRAM	** COMMENT **		
					INVOICE TOTAL:		61,694.24 *
					CHECK TOTAL:		61,694.24
532868	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	9399119-6	01/30/20	01	LIABILITY INS INSTALL #6	01-640-52-00-5231		9,901.59
			02	LIABILITY INS INSTALL #6-PR	01-640-52-00-5231		1,940.88
			03	LIABILITY INS INSTALL #6	51-510-52-00-5231		1,096.44
			04	LIABILITY INS INSTALL #6	52-520-52-00-5231		531.40
			05	LIABILITY INS INSTALL #6	82-820-52-00-5231		918.69
					INVOICE TOTAL:		14,389.00 *
					CHECK TOTAL:		14,389.00
532869	GROUND	GROUND EFFECTS INC.					
	431185-000	05/18/20	01	GRASS SEED	01-410-56-00-5620		114.11
					INVOICE TOTAL:		114.11 *
					CHECK TOTAL:		114.11
D001661	HARMANR	RHIANNON HARMON					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-795-54-00-5440		45.00

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D001661	HARMANR	RHIANNON HARMON					
	060120	06/01/20	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001662	HENNED	DURK HENNE					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532870	HERIAUDE	ELIZABETH J HERIAUD					
	515-0519-209	05/19/20	01	MAY 2020 YOGA ZOOM SESSIONS	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
D001663	HERNANDA	ADAM HERNANDEZ					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532871	HERNANDN	NOAH HERNANDEZ					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

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D001664	HORNERR	RYAN HORNER					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001665	HOULEA	ANTHONY HOULE					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532872	ILTREASU	STATE OF ILLINOIS TREASURER					
	93	06/01/20	01	IL RT47 EXPANSION PYMT #93	15-155-60-00-6079		6,148.89
			02	IL RT47 EXPANSION PYMT #93	51-510-60-00-6079		3,780.98
			03	IL RT47 EXPANSION PYMT #93	52-520-60-00-6079		1,873.48
			04	IL RT47 EXPANSION PYMT #93	88-880-60-00-6079		624.01
					INVOICE TOTAL:		12,427.36 *
					CHECK TOTAL:		12,427.36
532873	IMPERINV	IMPERIAL INVESTMENTS					
	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
532874	IMSA	IMSA					
	38751	05/18/20	01	TRAFFIC SIGNAL INSPECTOR	01-410-54-00-5412		80.00

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532874	IMSA	IMSA					
	38751	05/18/20	02 03	CERTIFICATION RENEWAL FEES FOR SENG	** COMMENT ** ** COMMENT **	INVOICE TOTAL:	80.00 *
	48791	05/14/20	01 03 04	TRAFFIC SIGNAL TECH LEVEL 1 CERTIFICATION RENEWAL FEES FOR SENG	01-410-54-00-5412 ** COMMENT ** ** COMMENT **	INVOICE TOTAL:	130.00 130.00 *
					CHECK TOTAL:		210.00
D001666	JACKSONJ	JAMIE JACKSON					
	060120	06/01/20	01 02	MAY 2020 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **	INVOICE TOTAL:	45.00 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532875	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	181826	05/19/20	01	TRUCK INSPECTION	01-410-54-00-5490	INVOICE TOTAL:	39.00 39.00 *
	181829	05/19/20	01	TRUCK INSPECTION	01-410-54-00-5490	INVOICE TOTAL:	37.00 37.00 *
					CHECK TOTAL:		76.00
D001667	JOHNGEOR	GEORGE JOHNSON					
	060120	06/01/20	01 02 03	MAY 2020 MOBILE EMAIL REIMBURSEMENT MAY 2020 MOBILE EMAIL	51-510-54-00-5440 ** COMMENT ** 52-520-54-00-5440		22.50 22.50

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D001667	JOHNGEOR	GEORGE JOHNSON					
	060120	06/01/20	04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532876	KCEDC	KENDALL COUNTY COLLECTOR					
	2019DDF	05/27/20	01	2019 DRAINAGE DISTRICT FEES	01-640-54-00-5462		522.92
					INVOICE TOTAL:		522.92 *
					CHECK TOTAL:		522.92
532877	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	YOR-DRO20	05/13/20	01	DRONE INSURANCE RENEWAL	01-210-54-00-5460		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
532878	KINDJAM	CYNTHIA ROCHELLE HUERTER					
	KJ1109	05/22/20	01	KINDERJAM CLASS INSTRUCTION	79-795-54-00-5462		56.00
					INVOICE TOTAL:		56.00 *
					CHECK TOTAL:		56.00
D001668	KLEEFISG	GLENN KLEEFISCH					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001669	LARRABER	RACHEL WRIGHT					

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
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11-111 FOX HILL SSA
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23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
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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
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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D001669	LARRABER	RACHEL WRIGHT					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-120-54-00-5440	COVID-19	45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532879	LINCOLNF	LINCOLN FINANCIAL GROUP					
	4088219725	05/20/20	01	JUN 2020 LIFE INS	01-110-52-00-5222		138.58
			02	JUN 2020 LIFE INS-EO	01-110-52-00-5222		6.83
			03	JUN 2020 LIFE INS	01-120-52-00-5222		20.49
			04	JUN 2020 LIFE INS	01-210-52-00-5222		398.73
			05	JUN 2020 LIFE INS	01-220-52-00-5222		34.97
			06	JUN 2020 LIFE INS	01-410-52-00-5222		181.04
			07	JUN 2020 LIFE INS	79-790-52-00-5222		53.77
			08	JUN 2020 LIFE INS	79-795-52-00-5222		78.73
			09	JUN 2020 LIFE INS	51-510-52-00-5222		62.89
			10	JUN 2020 LIFE INS	52-520-52-00-5222		93.37
			11	JUN 2020 LIFE INS	82-820-52-00-5222		28.94
					INVOICE TOTAL:		1,098.34 *
					CHECK TOTAL:		1,098.34
532880	MENLAND	MENARDS - YORKVILLE					
	82919	05/07/20	01	OUTLET PLATES	51-510-56-00-5638		3.87
					INVOICE TOTAL:		3.87 *
	82931-20	05/07/20	01	PVC ELBOW	52-520-56-00-5620		3.99
					INVOICE TOTAL:		3.99 *
	83263	05/11/20	01	SCISSORS, TOOLBOX LINER	52-520-56-00-5630		34.35
					INVOICE TOTAL:		34.35 *
	83497	05/14/20	01	PIPE, CAP, COUPLING	01-410-56-00-5620		13.67
					INVOICE TOTAL:		13.67 *

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532880	MENLAND	MENARDS - YORKVILLE					
	83605	05/15/20	01 02	OUTLETS, COVERS, CONNECTOR, CONDUIT	23-216-56-00-5656 ** COMMENT **		15.60
					INVOICE TOTAL:		15.60 *
	83606	05/15/20	01	OUTLETS, GANG BOX	51-510-56-00-5638		32.12
					INVOICE TOTAL:		32.12 *
	83873	05/18/20	01	BACKPACK SPRAYER	01-410-56-00-5630		69.99
					INVOICE TOTAL:		69.99 *
					CHECK TOTAL:		173.59
532881	MIDWSALT	MIDWEST SALT					
	P451790	05/20/20	01	BULK ROCK SALT	51-510-56-00-5638		2,510.90
					INVOICE TOTAL:		2,510.90 *
					CHECK TOTAL:		2,510.90
D001670	NELCONT	TYLER NELSON					
	060120	06/01/20	01 02	MAY 2020 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001671	PIAZZA	AMY SIMMONS					
	060120	06/01/20	01 02	MAY 2020 MOBILE EMAIL REIMBURSEMENT	01-120-54-00-5440 COVID-19 ** COMMENT **		45.00
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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532882	PURCELLJ	JOHN PURCELL					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
532883	R0001975	RYAN HOMES					
	2006 SQUIRE	05/22/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	2024 SQUIRE	05/22/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	2073 SQUIRE	05/22/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	2082 SQUIRE	05/22/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		20,000.00
532884	R0002366	THOMAS JOSLIN					
	PERMIT 2020-0510	05/26/20	01	PARTIAL PERMIT REFUND DUE TO	01-000-42-00-4210		135.00
			02	CANCELLED PROJECT	** COMMENT **		
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
532885	R0002367	GORDON ADAMS					
	051420	05/14/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		171.84
			02	BILL FOR ACCT#0102863020-01	** COMMENT **		
					INVOICE TOTAL:		171.84 *
					CHECK TOTAL:		171.84

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D001672	RATOSP	PETE RATOS					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001673	REDMONST	STEVE REDMON					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001674	ROSBOROS	SHAY REMUS					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001675	SCODROP	PETER SCODRO					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001676	SCOTTTR	TREVOR SCOTT					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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95-XXX ESCROW DEPOSIT

DATE: 06/03/20
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532886	SECOND	SECOND CHANCE CARDIAC SOLUTION					
	20-005-290	05/27/20	01	CHILD & BABYSITTING SAFETY	79-795-54-00-5462		157.50
			02	COURSE INSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		157.50 *
					CHECK TOTAL:		157.50
D001677	SENGM	MATT SENG					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532887	SENSUS	SENSUS USA, INC					
	ZA20209152	05/08/20	01	SOFTWARE RENEWAL	51-510-54-00-5462		1,949.94
					INVOICE TOTAL:		1,949.94 *
					CHECK TOTAL:		1,949.94
532888	SHI	SHI INTERNATIONAL CORP					
	B11706538	05/05/20	01	ACROBAT PRO FOR TEAMS	01-640-54-00-5450		63.00
					INVOICE TOTAL:		63.00 *
					CHECK TOTAL:		63.00
D001678	SLEEZERJ	JOHN SLEEZER					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	COSTCO REIMB	05/18/20	01	REIMBURSEMENT FOR SHORTS	01-410-56-00-5600		44.97
					INVOICE TOTAL:		44.97 *
					DIRECT DEPOSIT TOTAL:		89.97

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D001679	SLEEZERS	SCOTT SLEEZER					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001680	SMITHD	DOUG SMITH					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001681	SOELKET	TOM SOELKE					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001682	STEFFANG	GEORGE A STEFFENS					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532889	TURFTEAM	THE TURF TEAM, INC.					
	154101	05/11/20	01	WHEEL STUD, LUG NUT	01-410-56-00-5628		25.88
					INVOICE TOTAL:		25.88 *

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532889	TURFTEAM	THE TURF TEAM, INC.					
	154104	05/11/20	01	BLADES	01-410-56-00-5628		22.99
					INVOICE TOTAL:		22.99 *
	154112	05/11/20	01	WHEEL STUD, LUG NUT	01-410-56-00-5628		25.88
					INVOICE TOTAL:		25.88 *
					CHECK TOTAL:		74.75
532890	VITOSH	CHRISTINE M. VITOSH					
	CMV 1980	05/19/20	01	05/12/20 CC MEETING	01-110-54-00-5462	COVID-19	243.14
					INVOICE TOTAL:		243.14 *
					CHECK TOTAL:		243.14
532891	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	36067	05/15/20	01	CHEMICALS	51-510-56-00-5638		3,253.63
					INVOICE TOTAL:		3,253.63 *
					CHECK TOTAL:		3,253.63
D001683	WEBERR	ROBERT WEBER					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
532892	WEX	WEX BANK					
	65767217	05/31/20	01	MAY 2020 GASOLINE	01-210-56-00-5695		4,359.47
			02	MAY 2020 GASOLINE	51-510-56-00-5695		151.80

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532892	WEX	WEX BANK					
	65767217	05/31/20	03	MAY 2020 GASOLINE	52-520-56-00-5695		157.42
			04	MAY 2020 GASOLINE	01-410-56-00-5695		151.80
			05	MAY 2020 GASOLINE	01-220-56-00-5695		319.53
				INVOICE TOTAL:			5,140.02 *
				CHECK TOTAL:			5,140.02
D001684	WILLRETE	ERIN WILLRETT					
	060120	06/01/20	01	MAY 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
532893	YOUNGM	MARLYS J. YOUNG					
	050720	05/17/20	01	05/07/20 PUBLIC SAFETY MEETING	01-110-54-00-5462		58.25
			02	MINUTES	** COMMENT **		
				INVOICE TOTAL:			58.25 *
	051120	05/11/20	01	05/11/20 LIBRARY BOARD MEETING	82-820-54-00-5462		74.50
			02	MINUTES	** COMMENT **		
				INVOICE TOTAL:			74.50 *
	051920	05/28/20	01	05/19/20 PW MEETING MINUTES	01-110-54-00-5462		40.50
				INVOICE TOTAL:			40.50 *
				CHECK TOTAL:			173.25
				TOTAL CHECKS PAID:			135,991.40
				TOTAL DEPOSITS PAID:			10,819.97
				TOTAL AMOUNT PAID:			146,811.37

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UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 29, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 19,610.10	\$ -	19,610.10	\$ 2,190.44	\$ 1,485.36	\$ 23,285.90
FINANCE	10,703.46	-	10,703.46	1,195.57	813.09	\$ 12,712.12
POLICE	114,016.50	2,729.69	116,746.19	723.73	8,867.82	\$ 126,337.74
COMMUNITY DEV.	16,080.90	-	16,080.90	1,796.24	1,207.10	\$ 19,084.24
STREETS	15,930.15	-	15,930.15	1,779.41	1,211.27	\$ 18,920.83
WATER	16,277.75	88.32	16,366.07	1,828.09	1,240.97	\$ 19,435.13
SEWER	8,903.11	-	8,903.11	994.47	681.09	\$ 10,578.67
PARKS	23,009.63	-	23,009.63	2,570.17	1,760.24	\$ 27,340.04
RECREATION	13,893.90	-	13,893.90	1,511.74	1,062.89	\$ 16,468.53
LIBRARY	17,175.95	-	17,175.95	1,176.64	1,313.93	\$ 19,666.52
TOTALS	\$ 255,601.45	\$ 2,818.01	\$ 258,419.46	\$ 15,766.50	\$ 19,643.76	\$ 293,829.72
TOTAL PAYROLL						\$ 293,829.72



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, June 9, 2020

ACCOUNTS PAYABLE

DATE

FY 20

Manual City Check Register - FY 20 (Page 1)

06/02/2020 \$ 8,120.00

City Check Register - FY 20 (Pages 2 - 6)

06/09/2020 79,300.63

SUB-TOTAL: \$ 87,420.63

FY 21

Clerk's Check #131171- Kendall County Recorder - FY 21 (Page 7)

05/21/2020 \$ 134.00

Manual City Check Register - FY 21 (Page 8)

06/02/2020 800.00

City Check Register - FY 21 (Pages 9 - 25)

06/09/2020 146,811.37

SUB-TOTAL: \$ 147,745.37

PAYROLL

Bi - Weekly (Page 26)

05/29/2020 \$ 293,829.72

SUB-TOTAL: \$ 293,829.72

TOTAL DISBURSEMENTS: \$ 528,995.72



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 2020-48

Agenda Item Summary Memo

Title: Downstate Small Business Stabilization Program Grant

Meeting and Date: City Council – June 9, 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: June 4, 2020
Subject: Downstate Small Business Stabilization Program

Summary

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

Background

This item was last discussed by the City Council at the May 26th special meeting, when the City Council approved downstate grant resolutions for eight Yorkville businesses.

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. 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. Two businesses were able to get their materials into the City before publication of a third public notice on June 2nd. Those two businesses and their grant requests are:

1) The IdeaPros Inc DBA Logo Factory	\$25,000
2) <u>Treasure Breads, Inc.</u>	<u>\$25,000</u>
TOTAL	\$50,000

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 not changed since the May 26th City Council meeting and the batch two grant applicants.

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 and second round of businesses (\$636,644) and this third round of businesses (\$50,000) 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 \$50,000 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. The City does not expect to receive any more grant applications. 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 both 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 June 9th 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 IdeaPros Inc D/B/A Logo Factory, 910 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 Treasure Breads, Inc., 305 W. Main 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



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 #2

Tracking Number

CC 2020-49

Agenda Item Summary Memo

Title: Ordinance Amending Title 4 of the Yorkville City Code Adding Chapter 5: Civil Emergencies

Meeting and Date: City Council – June 9, 2020

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: 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: June 4, 2020
Subject: Ordinance amending title 4

Summary

Consideration of an ordinance granting the Mayor authority to declare an emergency and exercise powers.

Background

During the discussion on the initial emergency declaration by the Mayor and the subsequent City Council emergency ordinances, the City Attorney identified some shortcomings of the base level authority granted to the Mayor and City Council under the state statutes. Namely, the initial declaration that can be unilaterally issued by the Mayor is limited to a 7 day period and is supposed to be directed towards “implementation of an emergency operations plan”.

The first issue on timing – is anytime the Mayor issues an emergency declaration more than 7 days prior to a City Council meeting, you potentially have a gap in authority between the end of the Mayor’s 7 day declaration and the City Council meeting. Attorney Orr’s proposal, based on what she’s seeing in other communities, is that most are closing this gap by authorizing the Mayor to declare an emergency up to the next City Council meeting. At that next City Council meeting, the emergency powers would still have to be re-authorized by the City Council.

The second issue is on authority. The City’s emergency operations plan discusses policies and procedures for response to a disaster, but it does not specifically talk about emergency authority like issuing a curfew, closing businesses, rationing supplies by restricting sales, etc. Although these topics (like gasoline and gun sales) have been points of discussion here and in other towns, they are a normal component of a blanket emergency order and are raised for purposes of discussion here. Attorney Orr has opined that these components are on strongest legal footing when they are included in a City Council approved ordinance for when they have to be authorized unilaterally by the Mayor for the first time in an emergency.

Recommendation

Staff requests feedback and direction on the proposed ordinance. The Mayor has reviewed the concept and the content within and agrees with the concept under discussion but has not yet agreed with the content within the ordinance in full, based on the previous discussions of the entire City Council. Because of the events occurring in the region, he agreed with the need to bring this to City Council prior to his final review.

LAW OFFICE
KATHLEEN FIELD ORR
2024 Hickory Road
Suite 205
Homewood, Illinois 60430
312 382 2113

KATHLEEN FIELD ORR
kfo@kfoassoc.com

M E M O R A N D U M

To: Mayor and City Council of the United City of Yorkville
cc: Bart Olson, City Administrator and Lisa Pickering, City Clerk

From: Kathleen Field Orr, City Attorney

Date: June 4, 2020

Subject: Emergency Powers

Under state law, the chief executive officer of a municipality is granted emergency powers pursuant to the Illinois Emergency Management Agency Act (20 ILCS 3305/1 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1.01 *et seq.*).

I. Illinois Emergency Management Agency Act (the “EMA”).

- a. The EMA creates the Illinois Emergency Management Agency authorized to preserve the public peace, health and safety in the event of a disaster. At the State level of government, it is within the executive branch and headed by a Director appointed by the Governor. The agency is charged with the development of an “Emergency Operations Plan” to establish the organization, mission and services for responding and recovering from disasters, taking into account the needs of individuals and household pets.
- b. Section 11 (20 ILCS 3305/11) of the EMA authorizes the principal executive officer of a political subdivision to declare a local disaster. The statute provides that “a declaration of a local disaster is to activate the emergency operations plan of that political subdivision”. The declaration may not be continued or renewed for a period on excess of seven (7) days except by or with the consent of the governing board.

II. Illinois Municipal Code (“IMC”).

Section 11-1-6 of the IMA (65 ILCS 5/11-1-6) authorizes the corporate authorities to grant the mayor extraordinary power and authority, during a state of emergency, as deemed necessary to the respond to the emergency. The statute requires an ordinance to establish standards for an emergency and a statement from the Mayor that the standards have been met, setting forth the nature of the emergency and declaring that a state of emergency exists. A state of emergency shall not expire later than the adjournment of the first regular meeting of the corporate authorities after a state of emergency is declared, unless renewed by the corporate authorities.

III. Local Ordinance.

Reviewing both statutes, it is apparent that the authority granted to the Mayor pursuant to the IMC is preferred as it does not require the preparation of an emergency plan. Several municipalities have codified an emergency grant of the authority to declare a state of emergency as part of City Code in order to permit the Mayor to act without further action by the City Council. In any event, the authority may only be exercised by the Mayor until the next meeting of the City Council. It is my recommendation that the City consider the ordinance adding a Chapter 4 to Title 5 of the Yorkville City Code, as attached hereto.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 4 OF THE YORKVILLE CITY CODE**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home rule municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the laws of the State; and,

WHEREAS, it is the responsibility and goal of the Mayor and City Council (the “Corporate Authorities”) to preserve the health and welfare of its residents, visitors and businesses and to respond as necessary in instances of disasters and emergencies; and,

WHEREAS, in furtherance thereof, the Corporate Authorities have determined it to be in the best interests of the City to amend the Yorkville City Code to include specific procedures to be employed by the Mayor in the event of a local disaster or emergency as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Yorkville City Code is hereby amended to add the following new Chapter 5 to Title 4 thereof:

“CHAPTER 5. CIVIL EMERGENCIES

Sec. 4-5-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Civil emergency means:

- (1) A riot or unlawful assembly characterized by the use of actual force or violence or any threat to use force or violence, if accompanied by immediate power to execute such threat by two or more persons acting together without authority of law; or,

- (2) Any natural disaster or manmade calamity, including flood, conflagration, cyclone, tornado, earthquake or explosion within the corporate limits of the City, resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

Curfew means:

A prohibition against any person walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City, excepting officials of any governmental unit, law enforcement personnel, firefighters, paramedics, medical personnel, elected officials performing official duties, essential workers going to and from place of employment, National Guard or persons officially designated to duty with reference to the civil emergency.

Sec. 4-5-2. Declaration of emergency.

Whenever an emergency exists, the Mayor shall declare that existence by means of a written declaration setting forth the facts which constitute the emergency.

Sec. 4-5-3. Ordering of general curfew; application.

After proclamation of a civil emergency by the Mayor, the Mayor may order a general curfew applicable to such geographical areas of the City or to the City as a whole, as he deems advisable, and applicable during such hours of the day or night as the Mayor deems necessary in the interest of the public safety and welfare.

Sec. 4-5-4. Additional orders.

After the proclamation of a civil emergency, the Mayor may also, in the interest of public safety and welfare, make any or all of the following orders:

1. Order the closing of all retail stores, retail districts, retail liquor stores, including taverns and private clubs or portions of same wherein the consumption of intoxicating liquor and beer is permitted.

2. Order the discontinuance of the sale of all firearms, explosives, alcoholic liquor by any wholesaler or retailer.
3. Order the discontinuance of selling, distributing or giving away gasoline or other liquid flammable or combustible products in any container other than a gasoline tank property affixed to a motor vehicle.”

This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, 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 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 2020-50

Agenda Item Summary Memo

Title: Pedestrian and Vehicular Traffic on Commercial Properties

Meeting and Date: City Council – June 9, 2020

Synopsis: _____

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/320/City-Council>



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 4, 2020
Subject: Commercial property enforcement ordinance

Summary

Consideration of an ordinance granting the Mayor the ability to enter into agreements for public enforcement of pedestrian and traffic codes on private, commercial properties.

Background

During the past few weeks, the City staff have had several discussions with neighboring municipalities and private property owners about various issues with policing on private property. These conversations usually are about enforcement of stop sign, speed limit, or fire lane violations, but have more recently included discussions about parking violations including overnight parking and other loitering type issues. As a point of reference, the City Council did approve the form of a traffic enforcement agreement in 2009 (materials from the committee meeting are included). Even though the form of the agreement was approved in 2009, the authority to enter into the agreements was never codified, and unrelatedly, no agreements were ever entered into between the City and any private property owners.

Attorney Orr and Chief Jensen have requested that we clearly authorize the Mayor to sign these types of enforcement agreements and that we update the form of the agreement. Attorney Orr has drafted an ordinance and the form of the agreement and both are attached to this memo. In general, the agreement will allow the police department to enforce traffic and pedestrian movement on private property related to: stop signs, speed limits, loading zones, fire lanes, parking time restrictions, parking location restrictions, and where and when pedestrian traffic is allowed (i.e. no crossing zones, or overnight pedestrian restrictions).

In order to enforce anything on any private property, the property owner would have to enter into the agreement. Based on our early conversations with commercial property owners, most of them were interested in participating. The staff would offer this agreement to any commercial property owner, but we would not expect or demand that every commercial property owner participate. Per the agreement, the cost of enforcement is borne by the City, except for towing. The private property owners would still be able to tow cars off of their own property, but the agreement would allow the police to tow a vehicle that was violating a signed restriction, such as overnight parking. In this scenario, the police would authorize the tow and then send the private property owner the bill. We do not envision that to be a frequent occurrence, but it is helpful to have on the books for any unusual circumstances.

Recommendation

Staff recommends approval of the ordinance and the form of the agreement.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS TO REGULATE
PEDESTRIAN AND VEHICULAR TRAFFIC ON COMMERCIAL PROPERTIES**

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

WHEREAS, Section 11-209 the Illinois Motor Vehicle Code (625 ILCS 5/1-100 *et. seq.*) empowers the corporate authorities of any municipality to enter into agreements with the owners of any commercial and industrial facility or shopping center, within the limits of the municipality or outside the limits of the municipality, to regulate the parking of automobiles and pedestrian traffic within the parking area of such properties; and,

WHEREAS, it has been determined that it would be in the best interests of the commercial and industrial property owners, by written agreement, to authorize the Yorkville Police Department to enforce all regulations, restrictions and limitations on the use of the parking area serving such commercial or industrial facility in order to provide for the convenience and safety of the public and the protection of the businesses operating within the City as herein after provided.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that Title 5 of the Yorkville City Code is hereby amended by adding the following:

“CHAPTER 7.
REGULATION OF PARKING AREAS

Section 5-7-1. Authority.

Pursuant to Section 11-209 of the Illinois Motor Vehicle Code, the Mayor or his or her designee is hereby authorized to enter into a written agreement with the owners of any commercial property, industrial property or shopping center authorizing the Yorkville Police Department to enforce regulations regarding parking, safety zones, stop signs, speed limits, time limits, pedestrian traffic, roadway crossings, designated ingress and egress routes, loading zones, disability parking, fire lanes, reservation of use by certain classes and all other regulations and limitations as legally imposed by the owner upon parking areas serving such properties.

Section 5-7-2. Owner's Responsibility.

- A. The owner of the parking area subject to the agreement shall post all parking regulations, restrictions, limitations, including pavement markings and regulations pertaining to pedestrian traffic, as necessary, to give notice to all users of the parking area.
- B. The owner of the parking area to be protected shall be responsible for the cost of any and all signage and pavement markings required to give the public sufficient notice of all regulations restrictions and limitations to be enforced at the parking area serving the commercial property, industrial property or shopping center.

Section 5-7-3. Term.

The agreement shall not be for a term in excess of three (3) years and shall be subject to termination by either party at any time during the term thereof.

Section 5-7-4. Agreement on File with City Clerk.

A copy of any executed agreement shall be filed with the City Clerk.”

This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

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

AGREEMENT

AUTHORIZING THE UNITED CITY OF YORKVILLE POLICE DEPARTMENT TO REGULATE PARKING ON PRIVATE PROPERTY

THIS AGREEMENT (“*Agreement*”), by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (“*City*”), and _____ (the “*Owner*”) of the commercial property commonly known as _____, Yorkville, Illinois (the “*Property*”), dated this _____ day of _____, 2020.

WITNESSETH:

WHEREAS, the Owner owns and controls the Property and desires to enter into this Agreement authorizing the Yorkville Police Department to regulate and enforce the parking of motor vehicles; the regulation of pedestrian and motor vehicle traffic; and, the use of the parking area at the Property; and,

WHEREAS, the City is authorized to enter into this Agreement pursuant to 625 ILCS 5/11-209 and agrees to enter into this Agreement to assist owners of industrial property, commercial property and shopping centers with the use of the parking area serving the property, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement is intended to cover and regulate the private roadways and parking area serving the Property as depicted on *Exhibit A* attached hereto.
2. The Owner authorizes the Yorkville Police Department to enforce regulations regarding parking, safety zones, stop signs, speed limits, time limits, pedestrian traffic, roadway crossings, designated ingress and egress routes, loading zones, disability parking, fire lanes, reservation of parking spaces for use by certain classes and all other regulations and limitations as legally imposed by the Owner upon parking areas serving the Property, as approved by the Yorkville Police Department.
3. The Yorkville Police Department agrees to enforce all such posted regulations, restrictions and limitations without expense to the Owner, except that towing of vehicles shall be at the Owner’s expense. The Owner consents to the issuance of citations for violations of all approved regulations, restrictions and limitations occurring on the parking area serving the Property.
4. The Owner agrees to erect, post and maintain all necessary signs, and provide for all necessary pavement markings, at its own cost and expense, for regulating the use of the parking area and private roadway serving the Property, as is necessary to inform the public of such regulations, restrictions and limitations in the parking area.

5. It shall be the responsibility of Owner to notify the Yorkville Police Department of any changes in ownership of or the managing agent for the Property. Said notice shall be given to the Yorkville Police Department within ten (10) days of any such change.

6. This Agreement shall commence on the date hereof and terminate on the third anniversary, unless cancelled at any time upon thirty (30) days' written notice by either party, in which case the Agreement shall terminate on the thirtieth (30th) day after the notice has been given. This Agreement may be renewed or extended upon the mutual consent of the parties.

7. Owner agrees to indemnify, defend and hold harmless the Yorkville Police Department, the City, its elected officials, officers, employees, and agents from all loss, claim, judgment or liability of any kind, including court costs and attorney's fees, which arise out of or due to the performance of this Agreement by the Yorkville Police Department.

8. Notices sent under this Agreement shall be sent by certified or registered mail, postage prepaid, or delivered in person and shall be addressed:

If to the City: United City of Yorkville
 City Administrator
 800 Game Farm Road
 Yorkville, Illinois 60560

With a copy to: Yorkville Police Department
 Chief of Police
 804 Game Farm Road
 Yorkville, Illinois 60560

Kathleen Field Orr
City Attorney
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

If to Owner: _____

9. After execution of this Agreement, a copy shall be recorded with the City Clerk.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2020.

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

By: _____
Mayor

Attest:

City Clerk

[Owner Name]

By: _____
Owner

Attest:

Secretary



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Consultant	<input type="checkbox"/>
_____	<input type="checkbox"/>

Agenda Item Number

NB #6

Tracking Number

PS 2009-11

Agenda Item Summary Memo

Title: Traffic Enforcement Agreement for Private Property

Meeting and Date: Public Safety – March 26, 2009

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Harold O. Martin III Police
Name Department

Agenda Item Notes:

The attached agreement was drafted by City Attorney Orr's office.

AGREEMENT

by and between

THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

and

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the United City of Yorkville, Illinois, a non-home rule municipality (the "City"), and _____ (the "Owner or Tenant");

PREAMBLES

WHEREAS, pursuant to the Section 1-1-7 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the corporate authorities of any municipality are authorized to contract with school boards, hospitals, commercial and industrial facilities, and owners of shopping centers or apartment complexes within and without the municipal limits in such manner as is provided by Section 11-209 of "The Illinois Vehicle Code" (625 ILCS 5/1-100, *et seq.*) (the "*Vehicle Code*"); and,

WHEREAS, Section 11-209 of the Vehicle Code states that the corporate authorities of any municipality and a school board, hospital, church, condominium complex unit owners' association, or owner of any commercial and industrial facility, shopping center, or apartment complex which controls a parking area located within the limits of the municipality, or outside the limits of the municipality and within the boundaries of the county, may by contract, empower the municipality or county to regulate the parking of automobiles and the traffic at such parking area; and,

WHEREAS, the Owner or Tenant has control of a parking area(s) located at _____ (the "*Parking Area(s)*"); and,

WHEREAS, the City and Owner or Tenant desire to enter into an Agreement whereby the City shall have the authority to regulate the parking of automobiles and the traffic at the Parking Area(s).

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals. The parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

Section 2. Municipal Authority. The City shall have the authority to regulate and enforce the parking of automobiles and the traffic at the Parking Area(s) controlled by the Owner or Tenant, including the following:

1. The erection of stop signs, flashing signals, person with disabilities parking area and the adoption of appropriate regulations thereto pertaining, or the designation of any intersection in the parking area as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances too such intersection, subject to the provisions of Chapter 11 of the Vehicle Code.
2. The prohibition or regulation of the turning of vehicles or specified types of vehicles at intersections or other designated locations in the Parking Area(s).
3. The regulation of a crossing of any roadway in the Parking Area(s) by pedestrians.
4. The designation of any separate roadway in the Parking Area(s) for one-way traffic.
5. The prohibition, regulation, restriction or limitation of the stopping, standing or parking of vehicles in specified areas of the Parking Area(s).
6. The designation of safety zones in the Parking Area(s) and fire lanes.
7. Providing for the removal and storage of vehicles parked or abandoned in the Parking Area(s) during snowstorms, floods, fires, or other public emergencies, or found unattended in the Parking Area(s), (a) where they constitute an obstruction to traffic, or (b) where stopping, standing or parking is prohibited, and for the payment of reasonable charges for such removal and storage by the owner or operator or any such vehicle.
8. Issuance of notices of violation of any of the forgoing or any other City traffic regulation to the owner or the vehicle.

Section 3. Liability of City. Nothing in this Agreement shall obligate the City to undertake any of the actions set forth in Section 2(a) of this Agreement. Nothing in this Agreement shall obligate the City Police Department to monitor or regulate traffic rules in the Parking Area(s), or impose fines for the violation of traffic rules.

Section 4. Owner or Tenant Indemnification. The Owner or Tenant shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the implementation of this Agreement. The

Owner or Tenant shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Owner or Tenant shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 5. Memorandum. This Agreement shall be recorded in the office of the recorder in the county in which the Parking Area(s) is/are located, and no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
President

Attest:

City Clerk

Owner or Tenant

Authorized Officer

UNITED CITY OF YORKVILLE
800 Game Farm Road
Yorkville, IL 60560

PUBLIC SAFETY COMMITTEE MEETING
City Hall, Conference Room
Thursday, March 26, 2009 – 6:00 P.M.

PRESENT:

Chairperson Spears, Committeemen Plocher and Sutcliff

ABSENT:

Committeeman Werderich

ALSO PRESENT:

Lieutenant Don Schwartzkopf, Lieutenant Rich Hart, Molly Batterson, Officer Jon Helland, and Tony Scott of The Record

Chairperson Spears called the meeting to order at 6:01 pm.

MINUTES:

The minutes of January 22, 2009 were approved as corrected.

OLD BUSINESS:

2. PS 2008-55 – Truancy Ordinance – Discussion

Officer Helland explained that he drafted this policy as a way to enforce truancy through the Police Department. It is a tool that could be used to keep kids in school and put them on the right track. He stated that by the time Mary Gozner from the Regional Superintendent's Office learns of truancy issues, the child has had 15-20 absences and beyond the point of help. This is a nice intervention tool to help the child. Furthermore, he wished to stress the purpose is not as a revenue generator, it is to help lead the children in the right direction.

Officer Helland will be working with the School District to get the policy included in the school handbook for next year.

Officer Helland advised that it cannot be limited to 'within School District boundaries' or to 'Yorkville residents' as Parkview and Opportunity School would be excluded, also residents outside the city limits who attend school in within Yorkville would be excluded.

Molly added that if the ordinance is adopted, the officers can make a procedural decision regarding how to handle each situation on a case-by-case basis. For example, a child who is truant for the first time could receive a

written warning for the first offense, then an adjudication ticket for any future offenses.

This item was moved to the City Council meeting of April 14, 2009 for 1st reading.

NEW BUSINESS:

1. PS 2009-06 Police Reports for January / February, 2009

Chairperson Spears noted that the list of calls has increased significantly.

This item was moved to the Consent Agenda.

2. PS 2009-07 Disposal of Police Vehicles (Surplus)

Chairperson Spears asked if the vehicles were scheduled for replacement. Lt. Hart responded that they are and that one replacement has already been received, the other will be ordered later this month.

3. PS 2009-08 BASSET Training Requirement – Discussion

Chairperson Spears noted that this item was to return to the agenda for discussion with the Mayor and Officer Groesch.

As they were not in attendance, this item was moved to the April Agenda.

4. PS 2009-09 Draft Ordinance Amending the Code of Ordinances Regarding Hours of Liquor Sales

Discussion took place regarding the reason that this item was returned. Molly explained that packaged liquor sales (from the grocery store, liquor store, etc.) begin at 10:00 am, this ordinance pertains to liquor sales at bars, restaurants, etc. There have been requests to change the time due to early sporting events, etc.

This item was moved to the Consent Agenda.

5. PS 2009-10 Amended Fine Schedule for Pre-Payment of Citations Pending Under Administrative Adjudication

Molly stated that Chief Martin asked her to explain that this list gets updated regularly as new offenses get added, it is a reference tool for the officers and when changes are made such as the animal ordinance that resulted in section number changes, the list needs to be updated. She advised that the list would probably be updated on a fairly regular basis.

This item was moved to the Consent Agenda.

6. PS 2009-11 Traffic Enforcement Agreement for Private Property

Molly stated that the Police Department is unable to enforce violations on private property such as stop signs in the Target parking lot, etc. She stated that this item would allow property owners to sign an agreement with the Police Department giving them authority to enforce all laws. Lt. Schwartzkopf explained that currently the Police Department can enforce DUI, Reckless Driving and Parking in Handicapped Parking Spots, anything outside of that is not enforceable. He also noted that most of the property owners are in favor of such a policy.

Discussion took place regarding the fact that this would allow the Police Department to issue tickets for drivers at fault in a private property accident. Discussion also took place regarding the stop signs on the private on Countryside. It was noted that the developer would be contacted, but they would probably not change the signs until the property is developed.

Molly explained that the Police Department would ask the property owners to sign the agreement, executed agreements would be brought forth to City Council on a case-by-case basis.

Chairperson Spears noted that page 2, section 3 refers to Section 2A, however, there isn't a section 2A. Additionally, the signature line states 'President'. Molly noted that the corrections would be made.

This item was moved to the Consent Agenda.

OLD BUSINESS:

1. PS 2008-46 Ordinance Amending the Code of Ordinances Providing for the Regulation of Fireworks

Lt. Hart explained that the ordinance has been simplified and it mimics state law. Additionally, a starter gun used for races is now listed as acceptable. Molly stated that there are very complex federal and state guidelines which make this a difficult ordinance, however, it has been simplified and the officers will probably receive addendums to the ordinance with more specific information.

This item was moved to the Consent Agenda

3. PS 2009-03 Mobile Food Vendors - Discussion

Chairperson Spears noted that this item returned to the Committee for clarification of what the City could and could not regulate. It was noted that if the ice cream vendor is restricted, then the hot dog vendor would have to be restricted as well.

Molly explained that the Police Department needs to have complainants who are willing to make written statements as they have a difficult time in court with offenses that were reported anonymously. When asked about the amount of complaints received against mobile food vendors, Lt. Hart responded that he recalls last year being called out because an unlicensed vendor was soliciting in the park and the licensed vendor approached him and began an argument.

Molly was asked to submit information regarding the identification badges and the ordinance to Chairperson Spears. Lt. Hart felt it would be a good idea to include this information in an upcoming newsletter. Molly reminded the group that the information is also located on the City's website.

The item was for discussion only.

ADDITIONAL DISCUSSION:

Molly: She will be updating the Police Department website with information regarding the Adjudication Process. She will move the ordinances to a more conspicuous location and include information regarding the procedure.

Chairperson Spears: She had forwarded information to the Police Department regarding a complaint for a parking ticket during a snow fall. The resident stated that he attended an Adjudication Hearing on February 22, 2009 and that everyone was rude, including the hearing officer. Molly noted that the hearing officer advised Public Works to post more signs regarding the snow parking restrictions. Lt. Hart added that the City is only required to post the signs at the major entrances throughout the City. Lt. Schwartzkopf stated that officers have been advised to measure the snow and take a photo of the measurement. Molly added that the hearing officer was very nice to the resident and Lt. Schwartzkopf added that the hearing officer went above and beyond what was expected of her. Chairperson Spears thanked the Police Department and Chief Martin for their assistance.

ADJOURNMENT OF THE PUBLIC SAFETY COMMITTEE MEETING:

With no further business to discuss, the meeting adjourned at 6:43 p.m.

Minutes respectfully submitted by Margaret M. Hartigan.



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

Public Works Committee #1

Tracking Number

PW 2020-34

Agenda Item Summary Memo

Title: Rebuild Illinois Grants Program Potential Applications

Meeting and Date: City Council – June 9, 2020

Synopsis: See attached memo.

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?

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 4, 2020
Subject: Potential DCEO Grant Applications

Summary

Review of the staff analysis for the DCEO grant applications discussed at the May 19th PW Committee meeting.

Background

This item was last discussed by the Public Works Committee at the May 19th meeting. At that meeting, the committee reviewed the attached materials from Brad Sanderson. In general, the committee recommended one grant application for each of the three grant categories of public infrastructure, regional economic development, and shovel ready sites, and directed staff to perform a preliminary analysis of grant application ratings for the following projects:

- 1) Public Infrastructure grant category
 - a. Water tower painting OR
 - b. Elizabeth St Watermain
- 2) Regional Economic Development
 - a. Eldamain Road corridor infrastructure extension
- 3) Shovel Ready Sites
 - a. East Alley Watermain and environmental remediation

EEI is currently doing work for a few communities that have already completed grant applications for these categories, and they have a few employees who have spent a considerable amount of time analyzing the grant criteria and speaking with DCEO employees to ask questions and gain insight on the grant program. The grant materials and the insights from these employees make it clear that grant awards are likely to go to communities with projects that score above 80 points out of the 100 point scale. In the event that some of the categories have less applications than the DCEO expects, they have communicated that they could see the score threshold to possibly be around 70 or 75. EEI's most generous scoring of the four projects we had discussed above resulted in scores in the mid-to-high 50s for the Eldamain and East Alley Watermain project, and in the 40s for the water tower painting and Elizabeth St watermain.

The cost of proceeding with an application on the hopes that competitor grant applications also score very low, is around \$5,000 to \$10,000 in engineering costs per application. For a project like the Eldamain Road corridor infrastructure extension, the upside for a \$5,000 to \$10,000 is \$5,000,000 in state funding. For the east alley watermain, the upside could be anywhere from a couple hundred thousand dollars to a million dollars.

Recommendation

Given the probable low scores and moderate cost to apply for the grants, staff requests feedback and direction on whether to apply for the Eldamain Road corridor infrastructure extension and the East Alley infrastructure projects.

Memorandum



To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk
Erin Willrett, Assistant City Administrator

Date: May 12, 2020
Subject: Potential DCEO Grant Applications

The purpose of this memo is to provide an overview of the DCEO grants that have been released and to provide staff recommendations for applications. The grants are as follows:

Rebuild Illinois Grants Program - The Department of Commerce and Economic Development (DCEO) is administering three (3) new Rebuild Illinois Programs. Each program is summarized below:

- 1. Public Infrastructure:** Grants for public infrastructure improvements that can provide an improved foundation for economic growth in Illinois communities.

Estimated Total Funding / Single Award	\$50,000,000 / \$250,000 - \$5,000,000
Cost Sharing or Matching Required	No
Application Date Range	03/10/2020 - 06/30/2020: 5:00pm

ELIGIBLE USES

- Waste Disposal Systems
- Water and Sewer line extensions
- Water distribution and purification facilities
- Flood and Drainage, dredging of waterways
- Water tower maintenance and painting
- Rail or air or water port improvements
- Gas and electric utility extensions
- Publicly owned industrial & commercial sites
- Other public infrastructure capital improvement

- 2. Regional Economic Development:** Grants to strengthen local economies and encourage the development of regional industry clusters.

Estimated Total Funding / Single Award	\$16,500,00 / \$250,000 - \$5,000,000
Cost Sharing or Matching Required	No
Application Date Range	No specific due dates for applications.

ELIGIBLE USES

- Engineering design and Architectural planning Land and building acquisition
- Demolition (in prep. for additional work)
- Costs related to site selection, preparation and improvement
- Utility work
- New construction: buildings and structures
- Reconstruction or improvement of existing buildings or structure
- Original furnishings / durable equipment;
- Replacement of currently utilized assets by a better asset
- Expansion of existing buildings or facilities

3. **Shovel Ready Sites:** grants for site preparation for underutilized properties that can transform into economic development opportunities across Illinois.

Estimated Total Funding / Single Award	\$13,000,000 / \$250,000 - \$2,000,000
Cost Sharing or Matching Required	No
Application Date Range	No specific due dates for applications.

ELIGIBLE USES

- Site acquisition
- Environmental site assessment
- Engineering design and Architectural planning
- Site preparation and improvement
- Clearance
- Demolition and removal of buildings
- Rehabilitation, reconstruction or improvement of existing buildings
- Utility work
- Other bondable activities that ready the site for reuse that are not specifically disallowed

Project Evaluation and Review Criteria

Please refer to the attached eight-page detailed summary.

Potential Projects

Staff has identified two (2) potential projects for consideration. The projects are as follows:

1. Water main and sanitary sewer extensions to the Eldamain Road Corridor.
2. Water main and sanitary sewer replacement/extensions for FS Property Development.

See attached location maps for the potential improvements.

Note that terms of the grant award will not be made until the project is selected. The City does have the ability to not accept the grant.

Rebuild Illinois Grants Program Summary

Table of Contents

Page 1: General Information and Summary Table

Pages 2 – 6: Uses and Restriction for each of the three (3) types of grants.

Page 5 – 9: Grant Application Scoring

<https://www2.illinois.gov/dceo/CommunityServices/CommunityInfrastructure/Pages/RebuildIllinoisPrograms.aspx>

There are three (3) Rebuild Illinois Programs. The objective of each program is listed below and a table of general information follows.

1. **Public Infrastructure:** The objective of the Rebuild Illinois Public Infrastructure (RIPI) component of the Rebuild Illinois plan is to provide grants funding public infrastructure improvements that can provide an improved foundation for economic growth in Illinois communities.
2. **Regional Economic Development:** The objective of this program, in keeping with the Governor's 5-year Economic Development plan, is to provide grants to strengthen local economies and encourage the development of regional industry clusters.
3. **Shovel Ready Sites:** The Governor's Five-Year Economic Development Plan recognizes there are sites across Illinois with great economic development potential that require additional investment in order to become "shovel-ready." Redevelopment in infill locations can use vacant buildings, parking lots, empty schools, or other underused sites for new amenities and businesses near existing neighborhoods. The purpose is to provide funding for site preparation for underutilized properties that can transform into economic development opportunities across Illinois.

Awarding Agency Name	Commerce And Econ Opp	Commerce And Econ Opp	Commerce And Econ Opp
Type of Assistance Instrument	Grant	Grant	Grant
Agency Funding Program	Rebuild Illinois Competitive Public Infrastructure Grant Program (92-1)	Rebuild Illinois Regional Economic Development Grant Program	Rebuild Illinois Shovel Ready Sites Grant Program
Estimated Total Funding Available	\$50,000,000	\$16,500,000	\$13,000,000
Single Award Range	\$250,000 - \$5,000,000	\$250,000 - \$2,000,000	\$250,000 - \$2,000,000
Funding Source	State	State	State
Cost Sharing or Matching Requirements	No	No	No
Indirect Cost Allowed	Yes	Yes	Yes
Restrictions on Indirect Costs	No	No	NA
Posted Date	3/9/2020	3/9/2020	3/9/2020
Application Date Range	03/10/2020 - 06/30/2020 : 5:00pm	General announcement open for a period of time with no specific due dates for applications.	General announcement open for a period of time with no specific due dates for applications.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Competitive Public Infrastructure Grant Program

Uses and Restrictions:

ELIGIBLE USES

Waste Disposal Systems,
Water and Sewer line extensions,
Water distribution and purification facilities,
Flood and Drainage
Dredging of waterways
Water tower maintenance and painting
Rail or air or water port improvements,
Gas and electric utility extensions,
Publicly owned industrial and commercial sites,
Other public infrastructure capital improvements

INELIGIBLE ACTIVITIES

The following are specifically identified as ineligible for grant funding:

1. Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
2. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
3. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
4. General government expenses.
5. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).
6. Servicing or refinancing of existing debt.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Regional Economic Development Grant Program

Uses and Restrictions

A project that qualifies for a Rebuild Illinois Regional Economic Development grant will foster economic development, increase employment, and the wellbeing of Illinois citizens through community development. Eligible project expenses are:

- not reoccurring;
- can be characterized as durable or not readily consumed in use;
- reflect an extended useful life or longevity which effect confers long-term (non-transitory) benefits to the citizens of the State of Illinois;
- are not subject to inherent risk of failure, rapid technological obsolescence, or primarily intended to fulfill temporary requirements or needs;
- appreciably increases, improves, or enhances the equitable interests of the State of Illinois in capital facilities, land, permanent improvements, and related assets;
- are considered as internal components of a project, which if considered separately may not reflect extended useful life, but will be bondable provided that such components are initially required and appreciably contribute to effective functioning, or are otherwise incapable of separation from a more complex unit which in itself is bondable.
- Examples:
 - architectural planning and engineering design;
 - land and building acquisition;
 - demolition (in preparation for additional work);
 - costs related to site selection, preparation and improvement;
 - utility work;
 - new construction of buildings and structures; reconstruction or improvement of existing buildings or structure; original furnishings and durable equipment;
 - replacement of currently utilized assets by a better asset; expansion of existing buildings or facilities.

INELIGIBLE ACTIVITIES

The following are specifically identified as ineligible for grant funding:

1. 1.Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
2. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
3. Planning only projects (e.g., creation of regional economic development plans, downtown revitalization strategies, market studies, etc.)
4. Demolition only projects
5. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
6. General government expenses.
7. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).

Rebuild Illinois Grants Program Summary

8. Servicing or refinancing of existing debt.
9. Operational expenses.
10. Lease payments for rental of equipment or facilities.
11. Costs of staff or resident labor and material outside of project construction.
12. Expenditures to acquire or construct temporary facilities.
13. Purchase of automobiles, trucks, farm equipment, boats or rolling stock.
14. Livestock or laboratory animals.
15. Unpredictable or unusual legal expenses.
16. Costs for archaeological digs, research or exploration.

Rebuild Illinois Grants Program Summary

Rebuild Illinois Shovel Ready Sites Grant Program

Uses and Restrictions

A project that qualifies for a Rebuild Illinois Shovel Ready Sites grant will implement strategies to revitalize a specific area, setting the stage for future economic growth and development.

- Site acquisition
- Environmental site assessment (identification of potential remediation needs)
- Architectural planning and engineering design
- Site preparation and improvement (if not part of Remediation)
- Clearance
- Demolition and removal of buildings (as part of larger project and not part of Remediation)
- Rehabilitation, reconstruction or improvement of existing buildings
- Utility work
- Other bondable activities that ready the site for reuse that are not specifically disallowed.

The following are specifically identified as ineligible for grant funding:

1. Environmental remediation and clean-up activities.
2. Administration or Activity Delivery costs associated with the management of grant activities. However, reasonable Administration costs may be included as leverage/match to the grant funds.
3. Indirect costs, as this grant is funded through the Illinois Capital bill which excludes indirect costs.
4. Planning only projects (e.g., creation of regional economic development plans, downtown revitalization strategies, market studies, etc.)
5. Demolition only projects
6. Construction of buildings, or portions thereof, used predominantly for the general conduct of government (e.g., city halls, courthouses, jails, police stations).
7. General government expenses.
8. Costs of operating and maintaining public infrastructure and services (e.g., mowing parks, replacing street light bulbs).
9. Servicing or refinancing of existing debt.
10. Operational expenses.
11. Lease payments for rental of equipment or facilities.
12. Costs of staff or resident labor and material outside of project construction.
13. Expenditures to acquire or construct temporary facilities.
14. Purchase of automobiles, trucks, farm equipment, boats or rolling stock.
15. Livestock or laboratory animals.
16. Unpredictable or unusual legal expenses.
17. Costs for archaeological digs, research or exploration.

Rebuild Illinois Grants Program Summary

Grant Application Scoring

Projects will be evaluated according to the criteria noted below.

Project Impact – **Total Possible = 25**

- Narrative Establishing linkage to Governor's Five-Year Economic Plan (5 pts.)
- Narrative demonstrating connections to other capital investments in the region (5 pts)
- Narrative on amplification of the impact by proximity or connection to other assets (5 pts)
- Strength of applicant's plan to include minority- and women-owned businesses in the project (5 pts.)
- Impact Per-Capita – Total grant amount divided by the number of residents in the unit of local government (5 pts.)

Creation of Jobs – **Total Possible = 25**

- Construction Phase – what jobs will be utilized during the construction phase of the project?
1-10 = 1 pts; 11-25 = 2 pts; 26-50 = 4 pts; 51-75 = 6 pts; 75+ = 8 pts.
- Anticipated Permanent Jobs as a result of the Project
1-10 = 4 pts; 11-25 = 6 pts; 26-50 = 8 pts; 51-75 = 10 pts; 75+ = 12 pts.
- Jobs to Dollars Ratio comparison of the total number of jobs created during and post construction phase compared to the amount of the grant. Total of 5 points possible.

Community Need – Why is this project necessary; and what is the benefit to the community?

Total Possible = 15

- Financial Need of local governments – evaluation of the capability for the local government to complete the project without the grant; based on most recent financial audit (maximum 5 pts.)
 - Local Government's Surplus Cash zero or a negative value (5 points)
 - Local Government's Surplus Cash is less than 20% of the grant request (4 points)
 - Local Government's Surplus Cash is less than 40% of the grant request (3 points)
 - Local Government's Surplus Cash is less than 60% of the grant request (2 points)
 - Local Government's Surplus Cash is less than 80% of the grant request (1 points)
 - Local Government's Surplus Cash is equal to or greater than grant request (0 points)
- Threat to Health and Safety – The degree to which present conditions affect public health and safety, and the severity and immediacy of the problem must be demonstrated in the Project Summary along with additional documentation. A serious threat to health and safety is defined as a deficiency in the community public facility; the community lacks the facility entirely; problems clearly attributable to the deficiency have occurred, such as serious illness, disease outbreak, or serious environmental pollution; and the problem is present, continual, and chronic as opposed to occasional, sporadic, or probable. Points received will be allocated on the following criteria (maximum 5 points):
 - Imminent threat of entire system failure (5 points)
 - Imminent failure in a targeted area (4 points)
 - Project should be completed as soon as possible (3 points)
 - Community Infrastructure with critical improvements to health & safety
 - Project is not urgent, but needs to be completed in short term (2 points)
 - Community infrastructure with limited improvements to health & safety
 - Project can be completed in the next few years (1 points)
 - Not critical community infrastructure but should be completed

Rebuild Illinois Grants Program Summary

- Inclusion in an identified DCEO Underserved area = 2.5 points
- Opportunity Zone – inclusion in an Opportunity Zone = 2.5 points

Community Support – In what ways will the community support this project? **Total Possible = 15**

- Demonstration of support of local governments, regional economic development organizations, and other stakeholders and connection to regional economic plans. Total Possible = 2.5
Documentation: Letters of Support (.5 point each; maximum 2.5 points)

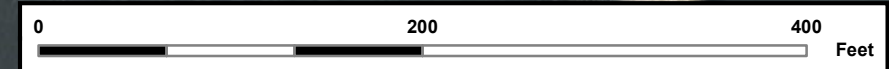
- Financial Support of the Project from Public Funds (funds provided by a governmental body)
 - 75% or more of project cost matched – 5 points
 - 50 – 74.9% of project cost matched – 4 points
 - 25 – 49.9% of project cost matched – 3 points
 - 0.9 (minimum of \$10,000 – 24.9% of project cost matched – 2 points
 - Less than 0.9% (minimum \$10,000) of project cost matched – 0 points
- Financial Support of the Project from Non-Public Funds (funds provided by a foundation, endowment, corporation, not-for-profit or other non-governmental group or organization)
 - 75% or more of project cost matched – 7.5 points
 - 50 – 74.9% of project cost matched – 6 points
 - 25 – 49.9% of project cost matched – 4.5 points
 - 0.9 (minimum of \$10,000 – 24.9% of project cost matched – 3 points
 - Less than 0.9% (minimum \$10,000) of project cost matched – 0 points

Project Readiness – Each application must demonstrate that the proposed project is appropriate and achievable and that all actions required have been completed to ensure timely implementation of the project. If the application is funded, any action not completed at the time of application will be included in the Notice of State Award Finalist (NOSAF) as a special grant condition. **All applicants will start with the maximum 20 points.** If not completed, deductions will be made on the following requirements:

- A copy of a current (dated within five years) construction permit from the appropriate state and/or federal regulatory agencies. must be submitted. If not submitted, or more than 5 years old, If not submitted, -15 points.
- Proof of Land Ownership/Lease (if applicable) – Full control of property must be documented through deed, mortgage or lease. If not met, -10 points.
- Control of Right-of-Way (if applicable) – Full control of right-of-way must be documented either by having 100 percent of the necessary private property easements signed (see Application Forms) or by the submission of a right-of-way docket. If the Private Property Easements form, indicating 100% signed, or a Right-of-Way Docket is not submitted, or if the necessity of easements is not addressed, If not met, -10 points.
- If applicable, a copy of an executed agreement for the purchase of water or wastewater treatment, signed and dated by all parties, must be in place. If not met, -10 points.
- If applicable, a copy of an option to purchase land. (Option must include price, date option expires and seller's signature). If not submitted; not addressed; or unclear, -10 points.
- Copy of Project Location Map. If not submitted, -5 points.

Rebuild Illinois Grants Program Summary

- Copy of Floodplain Map indicating project location. If not submitted, or project area not drawn, -5 points.
- Budget must add correctly. If not met or unclear, -5 points.
- A Fair Housing Resolution must be adopted/in place. If not met -5 points.
- The percentage goal for minority contractors must meet or exceed the percentage of minorities residing in the project's community or target area; whichever is greatest. (Information to be provided on the Minority Benefit/Affirmative Housing Statement contained in Application Forms section). If not met, -5 points.
- Additional Funding
 - o If source is a Financial Institution, the application must include a copy of the letter from the financial lending institution indicating approval of the loan, loan conditions, dollar amount, term (not to exceed 10 years, and no balloon or adjustable rate language), and rate of the loan. If not submitted or fully met, -10 points.
 - o If source is a Revenue Bond or General Obligation Bond, the application must include an executed Bond Inducement Resolution. If not submitted, -10 points.
 - o If source is the Illinois Environmental Protection Agency, the application must include a copy of the EPA letter approving the community's Facilities Plan for a wastewater system project or Project Plan for a public water system project. If not submitted, -10 points.
 - o If source is the United States Department of Agriculture-Rural Development (USDA-RD), the application must include all pages of an approved copy of Form 1940-1. If not submitted, -10 points.
 - o If source is the Illinois Finance Authority, the application must include a Preliminary Resolution from IFA (to indicate approval of its funding request). If not submitted, -10 points.
 - o If source is Local Cash on Hand, the application must include a Resolution Committing Local Funds. It must indicate the name of fund/account in which cash is located. If not submitted, or not fully met, -10 points.
 - o If source is In-Kind Labor, the application must include a schedule detailing the employees' activities and costs. If not submitted, or not fully met, -10 points.
 - o If source is State of Illinois Legislation for Capital Projects. There must be an Executed Grant Agreement on file; all grant conditions cleared; final Business Enterprise Program (BEP) clearance obtained (if applicable); and the initial sanctioned-percentage of funds disbursed. If not fully met, -10 points. Verification of project status will be handled internally.
 - o If multiple sources are used, all requirements for all sources must be included. Failure to do so will result in a deduction of 10 points.
- Additional consideration will be given to ensure representation for each of DCEO' economic development regions.
- Failure to provide complete application information will result in a determination of "Do Not Fund"



- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER

SANITARY SEWER TO
BE REHABILITATED

PROPOSED DEVELOPMENT



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

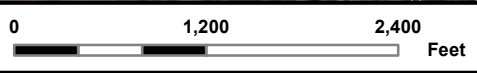
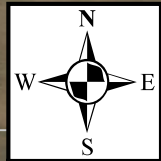
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	MAY 2020
PROJECT NO.:	YO2020
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020- PROPOSED SANITARY SEWER DOWNTOWN.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

SANITARY SEWER

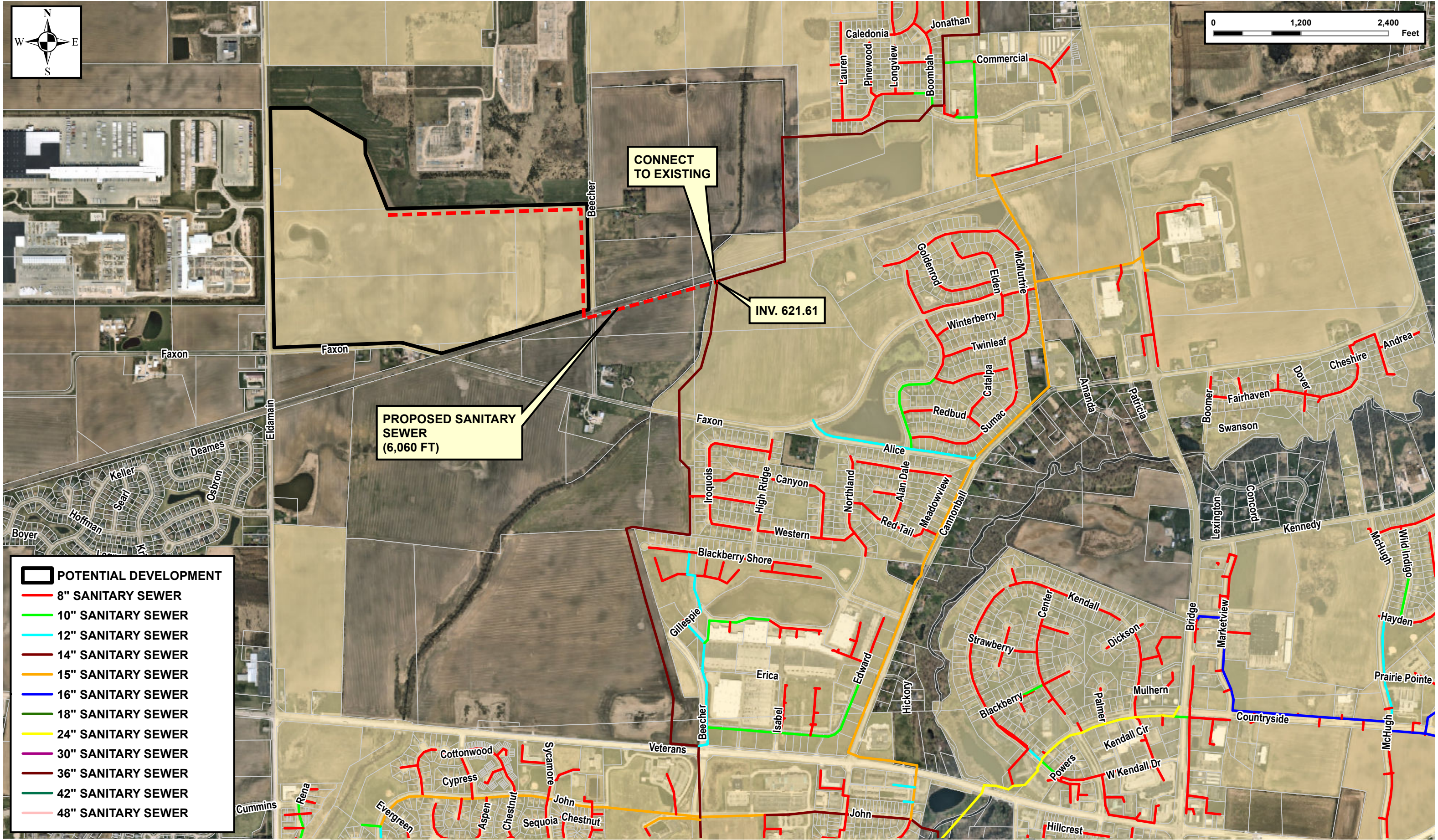


- POTENTIAL DEVELOPMENT
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER

PROPOSED SANITARY
SEWER
(6,060 FT)

CONNECT
TO EXISTING

INV. 621.61



Engineering Enterprises, Inc.
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United City of Yorkville
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(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS			

DATE:	MAY 2020
PROJECT NO.:	YO2020
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020- SANITARY SEWER.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROPOSED SANITARY SEWER
EXTENSION



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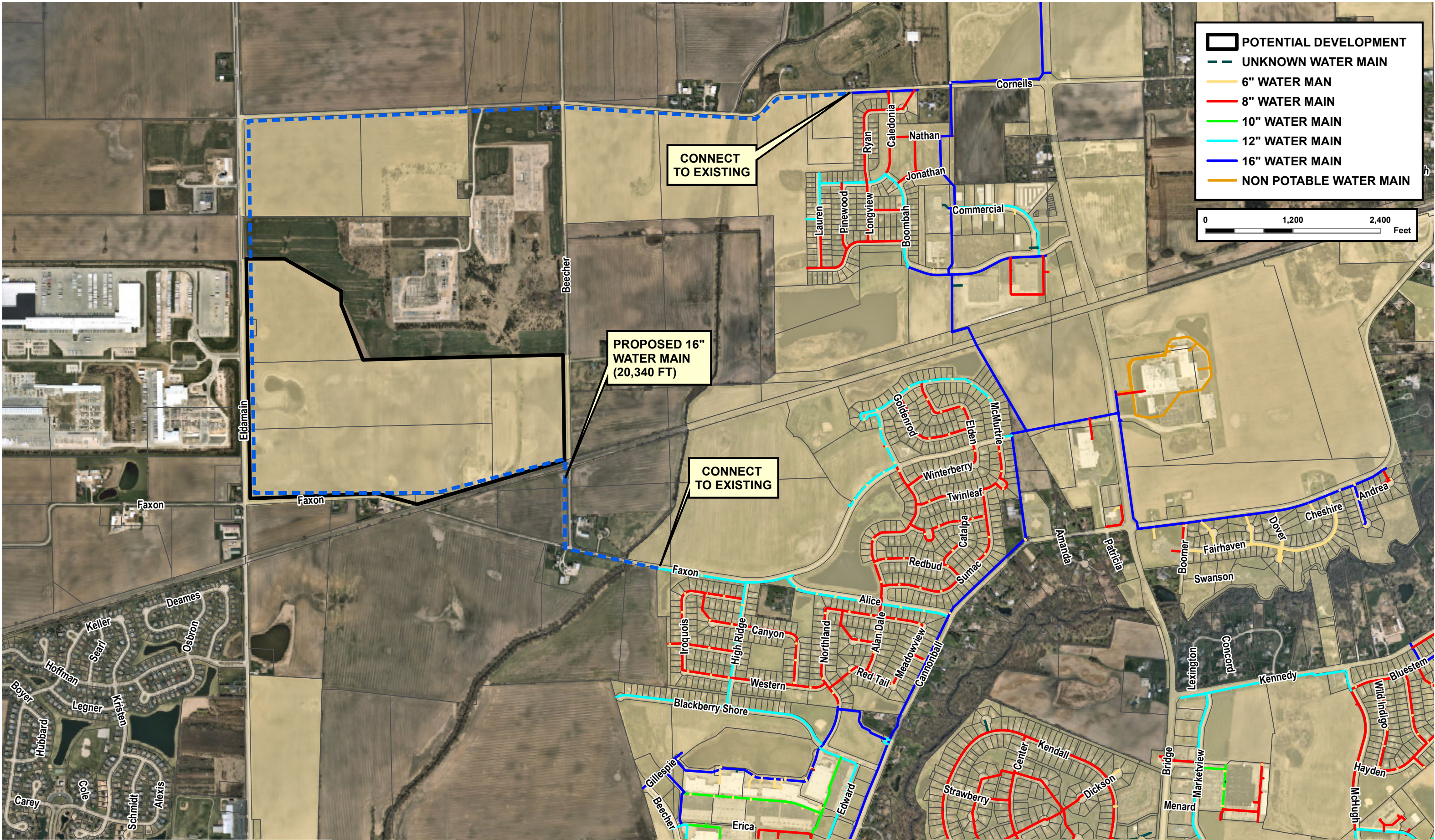
United City of Yorkville
800 Game Farm Road
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(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS	

DATE:	MAY 2020
PROJECT NO.:	YO2020
PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
FILE:	YO2020- PROPOSED WATER MAIN DOWNTOWN.MXD

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

WATER MAIN





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 #4

Tracking Number

CC 2020-51

Agenda Item Summary Memo

Title: FY 21 Budget Update

Meeting and Date: City Council – June 9, 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?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 4, 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

The City Council last discussed the FY 21 budget memo at the May 26th 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.
 - b. **June 4, 2020 Update** – In late May the City received its first of six Rebuild Illinois allotments, which is a new program administered by IDOT and funded by State bond proceeds. This first distribution totaled \$208,937, with another distribution expected later on this fiscal year. Subsequent distributions are expected in FY 22 and FY 23, for a grand total of \$1,253,625. Due to the uncertainty surrounding the distribution of payments during the FY 21 budget process, a nominal amount of \$5,000 in revenue was included in the budget for the Rebuild Illinois program. Assuming the anticipated payment streams come to fruition, it will help to offset any potential MFT revenue

declines; thus, allowing the City to maintain relatively stable funding for RTBR and other MFT related capital programs.

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 (all old text, no updates)

- 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.