



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, August 25, 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:

1. Certificate of Recognition – Yorkville Foxes Softball Team
2. Recognition of Detective Matt Nelson, Officer Jeff Johnson, and Officer Ryan Goldsmith

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – August 11, 2020
2. Bill Payments for Approval
 - \$ 851,021.87 (vendors)
 - \$ 293,194.65 (payroll period ending 8/7/20)
 - \$ 1,144,216.52 (total)

Mayor's Report:

1. CC 2020-60 Proclamation for National Overdose Awareness Day
2. CC 2020-61 Appointments to Boards and Commissions
3. CC 2020-62 Ordinance Extending Ordinance No. 2020-30 Approving Outdoor Restaurant Sales and Liquor Service During the Pandemic
4. CC 2020-63 Microsoft Licensing

Public Works Committee Report:

1. CC 2020-64 Fox Hill SSA – Tree Trimming/Removal

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2020-39 Ordinance Regarding City Council Procedures – Discussion
2. ADM 2020-50 Ordinance Authorizing the Ninth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2019 and Ending April 30, 2020 (Downtown TIF II)

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

5. CC 2020-65 Ordinance Approving a Settlement Agreement by and among the United City of Yorkville, Illinois, Green Organics, Inc., Bristol Ventures, LLC and Midwest Materials Management, LLC
6. CC 2020-66 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.
2. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.
3. For the purchase or lease of real property for the use of the public body.
4. For collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: September 16, 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: September 1, 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: September 3, 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: September 15, 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, August 25, 2020
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Certificate of Recognition – Yorkville Foxes Softball Team

2. Recognition of Detective Matt Nelson, Officer Jeff Johnson, and Officer Ryan Goldsmith

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – August 11, 2020

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

MAYOR'S REPORT:

1. CC 2020-60 Proclamation for National Overdose Awareness Day

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2020-61 Appointments to Boards and Commissions

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

Removed _____

Notes _____

3. CC 2020-62 Ordinance Extending Ordinance No. 2020-30 Approving Outdoor Restaurant Sales and Liquor Service During the Pandemic

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

Removed _____

Notes _____

4. CC 2020-63 Microsoft Licensing

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

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. CC 2020-64 Fox Hill SSA – Tree Trimming/Removal

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2020-39 Ordinance Regarding City Council Procedures – Discussion

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. ADM 2020-50 Ordinance Authorizing the Ninth Amendment to the Annual Budget for the Fiscal Year
Commencing on May 1, 2019 and Ending April 30, 2020 (Downtown TIF II)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

5. CC 2020-65 Ordinance Approving a Settlement Agreement by and among the United City of Yorkville, Illinois, Green Organics, Inc., Bristol Ventures, LLC and Midwest Materials Management, LLC

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

6. CC 2020-66 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 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

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – August 11, 2020

Meeting and Date: City Council – August 25, 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, AUGUST 11, 2020**

Mayor Purcell called the meeting to order at 7:03 p.m.

Mayor Purcell stated that he has determined that under the Governor’s orders the meeting can be held with electronic attendance for the safety of the council members and the public and to help prevent the spread of the coronavirus.

Mayor Purcell led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Pickering called the roll.

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

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

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

Clerk’s Note: Due to COVID-19, in accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Act, the United City of Yorkville encouraged social distancing by allowing remote attendance to the City Council meeting.

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/82478306710?pwd=bGEycklNdUFZV0tzZENZbVJBaUIzUT09>. The Zoom meeting ID was 824 7830 6710.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

1. Rebuild Illinois Regional Economic Development Grant Program – Eldamain Road Infrastructure

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

CITIZEN COMMENTS ON AGENDA ITEMS

Anthony Magliari, candidate for the Kendall County Board District 1 seat, introduced himself to the Mayor and City Council. If elected, he encouraged the council members to contact him if there was anything he could help the city with at the county level.

CONSENT AGENDA

1. Minutes of the Regular City Council – July 28, 2020
2. Bill Payments for Approval
 - \$ 425,180.76 (vendors – FY 21)
 - \$ 11,425.00 (wire payments)
 - \$ 299,507.92 (payroll period ending 7/24/20)
 - \$ 736,113.68 (total)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

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

REPORTS

MAYOR'S REPORT

Storm Report

Mayor Purcell mentioned that parts of the city had substantial storm damage from the storm that came through the previous day. He thanked the staff that were out late the previous evening clearing trees. He also mentioned that brush pickup starts on Monday, August 17th. He asked Director Dhuse to give an update on how brush should be put out for pickup. Director Dhuse reminded residents that brush should be less than 10 feet in length, less than 8 inches in diameter, and all brush should be stacked parallel to the curb or the edge of the street.

**Blackberry Woods – Phase B – Acceptance of Public Improvements
(CC 2020-56)**

Mayor Purcell asked Attorney Orr to update the council on this item. Attorney Orr explained to the council that a settlement agreement was approved by the council on March 26, 2019 which dictated the amount of security that the city would hold on this subdivision. Subsequently, when the acceptance of public improvements came before the council on February 25, 2020, the council approved a maintenance security in a higher amount than what the settlement agreement dictated. Attorney Orr said that the 2019 settlement agreement approved by the City Council contains the correct dollar amount of the maintenance bond for this subdivision and takes precedence over the subsequent motion in 2020 setting the amount for the maintenance bond. This matter is being brought to the City Council as an informational item.

Resolution 2020-62

**Authorizing the Establishment of a Checking Account
with First National Bank (Cable Consortium)
(CC 2020-57)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Establishment of a Checking Account with First National Bank (Cable Consortium). So moved by Alderman Plocher; seconded by Alderman Peterson.

Administrator Olson explained that the existing consortium bank account was created and controlled by the Village of North Aurora, which is no longer part of the cable consortium. Yorkville, Plano, and Sandwich, the three remaining consortium members, decided that Yorkville would open a checking account so that consortium funds can be transferred from the North Aurora checking account to the Yorkville account once a decision is made on future consortium services.

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

PUBLIC WORKS COMMITTEE REPORT

**Rebuild Illinois Grant Program Applications
(PW 2020-46)**

Resolution 2020-63

**in Support of Rebuild Illinois Grant Application for the
East Alley Project**

Alderman Plocher made a motion to approve a Resolution in Support of Rebuild Illinois Grant Application for the East Alley project and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Alderman Frieders asked how likely it was that Yorkville would get either of the grants. Administrator Olson said based on the grant application scoring system, staff felt that it was unlikely that the city would be awarded either grant; however, the grant applications required minimal effort to prepare so staff felt it would be worth it to apply for the grants.

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

Resolution 2020-64 **in Support of Rebuild Illinois Grant Application for the Eldamain Road Watermain Extension Project**

Resolution 2020-65 **Committing Local Funds (Eldamain Road Infrastructure Extension)**

Pursuant to Ordinance 2013-31, Alderman Plocher made a motion 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; seconded by Alderman Funkhouser.

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

Alderman Plocher made a motion to approve a Resolution in Support of Rebuild Illinois Grant Application for the Eldamain Road Watermain Extension project and authorize the Mayor and City Clerk to execute and to approve a Resolution Committing Local Funds (Eldamain Road Infrastructure Extension) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Mayor Purcell stated that this grant is for up to 2 million dollars and this project has a total project cost of approximately 4.3 million dollars.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Mayor Purcell reported that for 2020, so far, the building department has issued 118 new home permits and there are another 60 home permits that are waiting to be processed.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Ordinance Regarding City Council Procedures - Discussion
(ADM 2020-39)

Mayor Purcell said that a few aldermen still had comments that they were going to submit on the proposed changes. He said this item would be on the next City Council agenda.

PARK BOARD

Director Evans reported that construction has started on the new playground located in the Caledonia subdivision.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

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

Alderman Frieders reported that the Village of Westmont would be adopting the National Suicide Prevention + Action Month proclamation at its August 13th board meeting. If anyone is interested in helping their community adopt this proclamation, please contact Alderman Frieders at joel@hftd.org.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR’S REPORT (CON’D)

**FY 21 Budget Update
(CC 2020-58)**

Mayor Purcell reported the city received its’ May sales tax numbers. The non-home rule sales tax is down approximately 20% while the regular sales tax is flat compared to last year.

**Collective Bargaining Agreement between the
Yorkville Patrol Officers and the City
(CC 2020-59)**

Mayor Purcell entertained a motion to approve the collective bargaining agreement between the Yorkville Patrol Officers and the United City of Yorkville. So moved by Alderman Peterson; seconded by Alderman Funkhouser.

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

ADDITIONAL BUSINESS

Yorkville School District and Board of Education

Alderman Peterson said that he wanted to thank the Yorkville School District and the Board of Education. He said they had a rough decision to make about how school would be held this fall. He said they made the decision amicably and they also solicited feedback from the public. Alderman Peterson reminded everyone that school was starting next week, and he asked residents to drive accordingly.

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 Plocher; seconded by Alderman Milschewski.

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

Meeting adjourned at 7:36 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARING

800 Game Farm Road
Yorkville, Illinois

Tuesday, August 11, 2020
7:00 p.m.

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PRESENT:

- Mr. John Purcell, Mayor;
- Mr. Dan Transier, Alderman;
- Ms. Jackie Milschewski, Alderman;
- Mr. Arden Joe Plocher, Alderman;
- Mr. Chris Funkhouser, Alderman;
- Mr. Joel Frieders, Alderman;
- Mr. Seaver Tarulis, Alderman;
- Mr. Jason Peterson, Alderman.

ALSO PRESENT:

- Mr. Bart Olson, City Administrator,
- Mr. James Jensen, Chief of Police,
- Ms. Lisa Pickering, City Clerk,
- Mr. Eric Dhuse, Public Works Director,
- Ms. Krysti Barksdale-Noble, Community
Development Director,
- Mr. Rob Fredrickson, Finance Director,
- Mr. Tim Evans, Parks and Recreation
Director,
- Ms. Erin Willrett, Assistant City
Administrator,
- Ms. Kathleen Field-Orr, City Attorney,
- Mr. Brad Sanderson, City Engineer,

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Ms. Lynn Dubajic, City Economic
Development Consultant.

- - - - -

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

4 MAYOR PURCELL: This is the Rebuild
5 Illinois Regional Economic Development Grant
6 Program, the Eldamain Road infrastructure.

7 I will now open the public hearing.

8 MR. OLSON: Erin has the presentation
9 ready to go.

10 MAYOR PURCELL: Oh, Erin's --

11 MR. OLSON: She is.

12 MAYOR PURCELL: Erin, I thought you were
13 on vacation.

14 MS. WILLRETT: Yes, I do have a
15 presentation to give --

16 MAYOR PURCELL: Okay.

17 MS. WILLRETT: -- with the public
18 hearing.

19 MAYOR PURCELL: Okay. Well, then I'll
20 open the public hearing and we'll -- you know,
21 before I forget, I'll ask if there are any
22 questions beforehand, so at least I open it to
23 the public.

24 Any questions or comments from the

1 public?

2 (No response.)

3 MAYOR PURCELL: I see none and hear
4 none, I will turn it over to Erin. Please, Erin,
5 go ahead.

6 MS. WILLRETT: Thank you, Mr. Mayor. So
7 for this grant we are seeking the full grant
8 amount, which is \$2 million in grant funds, for
9 this project.

10 The project consists of extension of
11 a looped 16-inch water main to Eldamain Road from
12 the existing service at Faxon Road. The grant
13 monies will be used for design/engineering,
14 construction oversight and construction of the
15 water main loop.

16 The additional project activities
17 that will be undertaken with local funding will
18 be the construction of the water main loop and
19 any contingencies that are needed to complete the
20 project.

21 This project aligns with the Chicago
22 Metropolitan Agency for Planning on to 2050
23 regional plan, which identifies the proposed
24 METRA BNSF extension as a regionally significant

1 project.

2 This rail extension, which is
3 immediately adjacent to the project area, would
4 extend commuter service and a potential station
5 to Eldamain Road thereby positioning the area for
6 future industrial development.

7 This project aligns with the
8 regional goals of the Kendall Economic
9 Development Alliance, which focuses on industrial
10 business attraction, expansion and retention.

11 With the proposed extension of water
12 and sewer utilities along Eldamain Road, a key
13 corridor identified for industrial development by
14 Kendall County, the ability to attract large
15 scale development and skilled work forces will
16 develop.

17 Because METRA is currently
18 conducting a feasibility study for the potential
19 extension of the commuter rail service/station on
20 the BNSF rail line to Yorkville, Illinois, this
21 could bring future housing needs to the area near
22 the station, such as a transit-oriented
23 development, where there is a mis of housing,
24 commercial and industry.

1 The total estimated cost of this
2 project is \$4,380,630. The City is requesting
3 the full \$2 million in grant money, which is the
4 cap, and the intent is to bond for the remaining
5 \$2,380,630 if the grant is awarded.

6 The project's impact is amplified by
7 the proximity or the connection of the following
8 assets: The BNSF railroad, which the BNSF
9 railway has identified the 220-acre Lincoln
10 Prairie South property situated east of Eldamain
11 as a certified site.

12 This designation identifies optimal
13 rail-served, shovel-ready sites as part of an
14 in-depth review of ten economic development
15 criteria.

16 The proposed METRA commuter
17 line/station, which was mentioned earlier; the
18 educational institutions which are nearby, which
19 is Waubensee Community College's Plano campus;
20 and the industry clusters which are nearby, which
21 is Menard's Distribution Center, located on
22 Eldamain Road along an identified industrial
23 corridor.

24 There will be an impact on our

1 community finances in that the City is intending
2 to issue bonds and a repayment schedule will be
3 decided on when the bond issuance takes place, if
4 the grant assistance was awarded.

5 If anybody has any questions on the
6 public hearing, we will also be voting on the
7 intent to issue bonds if the grant is awarded
8 later on in the meeting, and we will also be
9 voting on support of this grant application, and
10 I can take questions at that time as well.

11 MAYOR PURCELL: So are there any
12 questions for Erin? I guess we can do those
13 later, too, but since she is talking now.

14 Mr. Funkhouser, do you have one?
15 No?

16 ALDERMAN FUNKHOUSER: No.

17 MAYOR PURCELL: Mr. Plocher?

18 ALDERMAN PLOCHER: No.

19 MAYOR PURCELL: Anyone in Zoom land? I
20 see a hand. Is that Frieders? Mr. Frieders.

21 ALDERMAN FRIEDERS: Yeah, it's me.

22 MAYOR PURCELL: Thank you.

23 ALDERMAN FRIEDERS: Quick question.

24 Erin, do we have the comparison side-by-side how

1 much we bonded out for the Countryside
2 improvements a couple years ago just for
3 comparison's sake?

4 MS. WILLRETT: I would have to lean on
5 Rob or Bart for that information. I don't know
6 off the top of my head.

7 MAYOR PURCELL: Do either of you know?
8 Rob?

9 MR. FREDRICKSON: I would have to say
10 it's around five million. I can get you a more
11 precise number, but I'd say around five.

12 MAYOR PURCELL: Thank you.

13 ALDERMAN FRIEDERS: Just so there is an
14 understanding of what that potential debt looks
15 long-term to the taxpayers to this here city.

16 MS. WILLRETT: Sure. Thank you.

17 MAYOR PURCELL: Other questions or
18 comments for Erin?

19 (No response.)

20 MAYOR PURCELL: Are there any other
21 comments regarding the public hearing in
22 general?

23 (No response.)

24 MAYOR PURCELL: Seeing and/or hearing

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none, I am closing the public hearing.

(Which were all the
proceedings had in the
public hearing portion
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 11, 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 17th day of August, A.D., 2020.

18 
19 _____

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

City Council - Public Hearing - August 11, 2020

<p>\$</p> <p>\$2,380,630 [1] - 7:5 \$4,380,630 [1] - 7:2</p> <p>0</p> <p>084-002883 [1] - 11:20</p> <p>1</p> <p>1 [1] - 11:6 11 [2] - 1:18, 11:6 16-inch [1] - 5:11 17th [1] - 11:17</p>	<p>amplified [1] - 7:6 annexed [1] - 11:10 application [1] - 8:9 applies [1] - 11:11 Arden [1] - 2:5 area [3] - 6:3, 6:5, 6:21 assets [1] - 7:8 assistance [1] - 8:4 Assistant [1] - 2:21 assume [1] - 11:13 Attorney [1] - 2:23 attract [1] - 6:14 attraction [1] - 6:10 August [2] - 1:18, 11:17 awarded [3] - 7:5, 8:4, 8:7</p>	<p>closing [1] - 10:1 clusters [1] - 7:20 College's [1] - 7:19 comments [3] - 4:24, 9:18, 9:21 commercial [1] - 6:24 community [1] - 8:1 Community [2] - 2:16, 7:19 commuter [3] - 6:4, 6:19, 7:16 comparison [1] - 8:24 comparison's [1] - 9:3 complete [2] - 5:19, 11:7 computer [1] - 11:7 computer-generated [1] - 11:7 conducting [1] - 6:18 connection [1] - 7:7 consists [1] - 5:10 construction [3] - 5:14, 5:18 Consultant [1] - 3:2 contingencies [1] - 5:19 control [1] - 11:15 copies [2] - 11:12, 11:14 correct [1] - 11:7 corridor [2] - 6:13, 7:23 cost [1] - 7:1 COUNCIL [1] - 1:9 Countryside [1] - 9:1 COUNTY [2] - 1:7, 11:2 County [1] - 6:14 couple [1] - 9:2 criteria [1] - 7:15 CSR [2] - 11:20, 11:20</p>	<p>Director [4] - 2:15, 2:17, 2:18, 2:20 Distribution [1] - 7:21 Dubajic [1] - 3:1</p> <p>E</p> <p>east [1] - 7:10 Economic [3] - 3:1, 4:5, 6:8 economic [1] - 7:14 educational [1] - 7:18 either [1] - 9:7 Eldamain [6] - 4:6, 5:11, 6:5, 6:12, 7:10, 7:22 Engineer [1] - 2:24 Eric [1] - 2:15 Erin [8] - 2:21, 4:8, 4:12, 5:4, 8:12, 8:24, 9:18 Erin's [1] - 4:10 estimated [1] - 7:1 Evans [1] - 2:19 existing [1] - 5:12 expansion [1] - 6:10 extend [1] - 6:4 extension [5] - 5:10, 5:24, 6:2, 6:11, 6:19</p>	<p>future [2] - 6:6, 6:21</p> <p>G</p> <p>Game [1] - 1:14 general [1] - 9:22 generated [1] - 11:7 goals [1] - 6:8 Grant [1] - 4:5 grant [9] - 5:7, 5:8, 5:12, 7:3, 7:5, 8:4, 8:7, 8:9 guess [1] - 8:12</p>
<p>2</p> <p>2 [2] - 5:8, 7:3 2020 [2] - 1:18, 11:17 2050 [1] - 5:22 220-acre [1] - 7:9</p> <p>7</p> <p>7:00 [1] - 1:19</p> <p>8</p> <p>800 [1] - 1:14</p>	<p>B</p> <p>Barksdale [1] - 2:16 Barksdale-Noble [1] - 2:16 Bart [2] - 2:12, 9:5 beforehand [1] - 4:22 BNSF [4] - 5:24, 6:20, 7:8 bond [2] - 7:4, 8:3 bonded [1] - 9:1 bonds [2] - 8:2, 8:7 Brad [1] - 2:24 bring [1] - 6:21 business [1] - 6:10</p>	<p>D</p> <p>Dan [1] - 2:3 debt [1] - 9:14 decided [1] - 8:3 depth [1] - 7:14 design/engineering [1] - 5:13 designation [1] - 7:12 development [1] - 6:16 Development [4] - 2:17, 3:2, 4:5, 6:9 development [5] - 6:6, 6:13, 6:15, 6:23, 7:14 Dhuse [1] - 2:15 direction [1] - 11:15</p>	<p>F</p> <p>Farm [1] - 1:14 Faxon [1] - 5:12 feasibility [1] - 6:18 Field [1] - 2:23 Field-Orr [1] - 2:23 Finance [1] - 2:18 finances [1] - 8:1 five [2] - 9:10, 9:11 focuses [1] - 6:9 following [2] - 4:1, 7:7 forces [1] - 6:15 foregoing [1] - 11:6 forget [1] - 4:21 FREDRICKSON [1] - 9:9 Fredrickson [1] - 2:18 FRIEDERS [3] - 8:21, 8:23, 9:13 Frieders [3] - 2:7, 8:20 full [2] - 5:7, 7:3 funding [1] - 5:17 funds [1] - 5:8 Funkhouser [2] - 2:6, 8:14 FUNKHOUSER [1] - 8:16</p>	<p>H</p> <p>hand [3] - 8:20, 11:13, 11:17 head [1] - 9:6 hear [1] - 5:3 HEARING [1] - 1:10 hearing [10] - 4:3, 4:7, 4:18, 4:20, 8:6, 9:21, 9:24, 10:1, 10:4, 11:5 hereby [1] - 11:4 hereto [1] - 11:11 hereunto [1] - 11:16 housing [2] - 6:21, 6:23</p>
<p>A</p> <p>A.D [1] - 11:17 ability [1] - 6:14 accuracy [1] - 11:14 activities [1] - 5:16 additional [1] - 5:16 adjacent [1] - 6:3 Administrator [2] - 2:12, 2:22 aforesaid [1] - 11:9 Agency [1] - 5:22 ago [1] - 9:2 ahead [1] - 5:5 Alderman [7] - 2:3, 2:4, 2:5, 2:6, 2:7, 2:8, 2:9 ALDERMAN [5] - 8:16, 8:18, 8:21, 8:23, 9:13 aligns [2] - 5:21, 6:7 Alliance [1] - 6:9 ALSO [1] - 2:11 amount [1] - 5:8</p>	<p>C</p> <p>campus [1] - 7:19 cap [1] - 7:4 Center [1] - 7:21 certificate [1] - 11:10 certification [1] - 11:16 certified [2] - 7:11, 11:12 Certified [1] - 11:3 certify [2] - 11:4, 11:10 Chicago [1] - 5:21 Chief [1] - 2:13 Chris [1] - 2:6 Christine [2] - 11:3, 11:20 CITY [2] - 1:6, 1:9 city [1] - 9:15 City [8] - 2:12, 2:14, 2:21, 2:23, 2:24, 3:1, 7:2, 8:1 Clerk [1] - 2:14</p>	<p>I</p> <p>identified [3] - 6:13, 7:9, 7:22 identifies [2] - 5:23, 7:12 ILLINOIS [2] - 1:7, 11:1 Illinois [4] - 1:15, 4:5, 6:20, 11:20 immediately [1] - 6:3 impact [2] - 7:6, 7:24 improvements [1] - 9:2 in-depth [1] - 7:14 inclusive [1] - 11:6 industrial [4] - 6:6, 6:9, 6:13, 7:22 industry [2] - 6:24, 7:20 information [1] - 9:5 infrastructure [1] - 4:6 institutions [1] - 7:18 intending [1] - 8:1 intent [2] - 7:4, 8:7 issuance [1] - 8:3 issue [2] - 8:2, 8:7</p>		

City Council - Public Hearing - August 11, 2020

<p>J</p> <p>Jackie [1] - 2:4 James [1] - 2:13 Jason [1] - 2:9 Jensen [1] - 2:13 Joe [1] - 2:5 Joel [1] - 2:7 John [1] - 2:2</p> <p>K</p> <p>Kathleen [1] - 2:23 Kendall [2] - 6:8, 6:14 KENDALL [1] - 1:7 key [1] - 6:12 Krysti [1] - 2:16</p>	<p>Milschewski [1] - 2:4 mis [1] - 6:23 money [1] - 7:3 monies [1] - 5:13 MR [3] - 4:8, 4:11, 9:9 MS [5] - 4:14, 4:17, 5:6, 9:4, 9:16</p>	<p>4:15 proceedings [4] - 4:2, 10:3, 11:5, 11:8 Program [1] - 4:6 project [9] - 5:9, 5:10, 5:16, 5:20, 5:21, 6:1, 6:3, 6:7, 7:2 project's [1] - 7:6 property [1] - 7:10 proposed [3] - 5:23, 6:11, 7:16 proximity [1] - 7:7 public [1] - 11:5 PUBLIC [1] - 1:10 public [10] - 4:3, 4:7, 4:17, 4:20, 4:23, 5:1, 8:6, 9:21, 10:1, 10:4 Public [1] - 2:15 PURCELL [15] - 4:4, 4:10, 4:12, 4:16, 4:19, 5:3, 8:11, 8:17, 8:19, 8:22, 9:7, 9:12, 9:17, 9:20, 9:24 Purcell [1] - 2:2</p>	<p>Road [7] - 1:14, 4:6, 5:11, 5:12, 6:5, 6:12, 7:22 Rob [3] - 2:18, 9:5, 9:8</p>	<p>6:22 true [1] - 11:7 Tuesday [1] - 1:18 turn [1] - 5:4</p>
<p>L</p> <p>land [1] - 8:19 large [1] - 6:14 LASALLE [1] - 11:2 lean [1] - 9:4 least [1] - 4:22 Lincoln [1] - 7:9 line [1] - 6:20 line/station [1] - 7:17 Lisa [1] - 2:14 local [1] - 5:17 located [1] - 7:21 long-term [1] - 9:15 looks [1] - 9:14 loop [2] - 5:15, 5:18 looped [1] - 5:11 Lynn [1] - 3:1</p>	<p>N</p> <p>near [1] - 6:21 nearby [2] - 7:18, 7:20 needed [1] - 5:19 needs [1] - 6:21 Noble [1] - 2:16 none [3] - 5:3, 5:4, 10:1 number [1] - 9:11</p> <p>O</p> <p>OF [3] - 1:6, 11:1, 11:2 OLSON [2] - 4:8, 4:11 Olson [1] - 2:12 one [1] - 8:14 open [3] - 4:7, 4:20, 4:22 optimal [1] - 7:12 oriented [1] - 6:22 original [1] - 11:11 Orr [1] - 2:23 oversight [1] - 5:14</p>	<p>Q</p> <p>questions [6] - 4:22, 4:24, 8:5, 8:10, 8:12, 9:17 quick [1] - 8:23</p>	<p>S</p> <p>sake [1] - 9:3 Sanderson [1] - 2:24 scale [1] - 6:15 schedule [1] - 8:2 Seaver [1] - 2:8 see [2] - 5:3, 8:20 seeing [1] - 9:24 seeking [1] - 5:7 served [1] - 7:13 service [2] - 5:12, 6:4 service/station [1] - 6:19 set [1] - 11:16 sewer [1] - 6:12 Shorthand [1] - 11:3 shovel [1] - 7:13 shovel-ready [1] - 7:13 side [2] - 8:24 side-by-side [1] - 8:24 signed [1] - 11:12 significant [1] - 5:24 site [1] - 7:11 sites [1] - 7:13 situated [1] - 7:10 skilled [1] - 6:15 South [1] - 7:10 SS [1] - 11:1 STATE [1] - 11:1 station [2] - 6:4, 6:22 study [1] - 6:18 support [1] - 8:9</p>	<p>U</p> <p>under [2] - 11:12, 11:14 undertaken [1] - 5:17 UNITED [1] - 1:6 utilities [1] - 6:12</p> <p>V</p> <p>vacation [1] - 4:13 Vitosh [2] - 11:3, 11:20 voting [2] - 8:6, 8:9</p> <p>W</p> <p>water [4] - 5:11, 5:15, 5:18, 6:11 Waubonsee [1] - 7:19 WHEREUPON [1] - 4:1 Willrett [1] - 2:21 WILLRETT [5] - 4:14, 4:17, 5:6, 9:4, 9:16 Works [1] - 2:15</p>
<p>M</p> <p>main [3] - 5:11, 5:15, 5:18 MAYOR [15] - 4:4, 4:10, 4:12, 4:16, 4:19, 5:3, 8:11, 8:17, 8:19, 8:22, 9:7, 9:12, 9:17, 9:20, 9:24 Mayor [2] - 2:2, 5:6 meeting [2] - 8:8, 10:5 MEETING [1] - 1:9 Menard's [1] - 7:21 mentioned [1] - 7:17 METRA [3] - 5:24, 6:17, 7:16 Metropolitan [1] - 5:22 million [3] - 5:8, 7:3, 9:10</p>	<p>P</p> <p>p.m [1] - 1:19 Pages [1] - 11:6 Parks [1] - 2:19 part [1] - 7:13 Peterson [1] - 2:9 Pickering [1] - 2:14 place [2] - 8:3, 11:9 plan [1] - 5:23 Planning [1] - 5:22 Plano [1] - 7:19 Plocher [2] - 2:5, 8:17 PLOCHER [1] - 8:18 Police [1] - 2:13 portion [1] - 10:4 positioning [1] - 6:5 potential [3] - 6:4, 6:18, 9:14 Prairie [1] - 7:10 precise [1] - 9:11 PRESENT [2] - 2:1, 2:11 presentation [2] - 4:8,</p>	<p>R</p> <p>rail [4] - 6:2, 6:19, 6:20, 7:13 rail-served [1] - 7:13 railroad [1] - 7:8 railway [1] - 7:9 ready [2] - 4:9, 7:13 Rebuild [1] - 4:4 Recreation [1] - 2:19 regarding [1] - 9:21 Regional [1] - 4:5 regional [2] - 5:23, 6:8 regionally [1] - 5:24 remaining [1] - 7:4 repayment [1] - 8:2 Reporter [1] - 11:4 reproduced [1] - 11:14 requesting [1] - 7:2 response [3] - 5:2, 9:19, 9:23 responsibility [1] - 11:13 retention [1] - 6:10 review [1] - 7:14</p>	<p>T</p> <p>Tarulis [1] - 2:8 taxpayers [1] - 9:15 ten [1] - 7:14 term [1] - 9:15 thereby [1] - 6:5 thereof [2] - 11:12, 11:16 Tim [1] - 2:19 top [1] - 9:6 total [1] - 7:1 transcribed [1] - 11:4 transcript [2] - 11:8, 11:11 Transier [1] - 2:3 transit [1] - 6:22 transit-oriented [1] -</p>	<p>Y</p> <p>years [1] - 9:2 YORKVILLE [1] - 1:6 Yorkville [2] - 1:15, 6:20</p> <p>Z</p> <p>Zoom [1] - 8:19</p>



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

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – August 25, 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:

CHECK DATE: 08/17/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
533221	BCBS	BLUE CROSS BLUE SHIELD					
	080720		07/08/20	01	SEPT 2020 HEALTH INS	01-110-52-00-5216	7,340.05
				02	SEPT 2020 HEALTH INS	01-120-52-00-5216	4,044.14
				03	SEPT 2020 HEALTH INS	01-210-52-00-5216	48,932.74
				04	SEPT 2020 HEALTH INS	01-220-52-00-5216	6,620.22
				05	SEPT 2020 HEALTH INS	01-410-52-00-5216	10,163.44
				06	SEPT 2020 HEALTH INS	01-640-52-00-5240	11,578.70
				07	SEPT 2020 HEALTH INS	79-790-52-00-5216	12,443.25
				08	SEPT 2020 HEALTH INS	79-795-52-00-5216	6,882.74
				09	SEPT 2020 HEALTH INS	51-510-52-00-5216	9,517.75
				10	SEPT 2020 HEALTH INS	52-520-52-00-5216	5,499.77
				11	SEPT 2020 HEALTH INS	82-820-52-00-5216	5,243.87
					INVOICE TOTAL:		128,266.67 *
					CHECK TOTAL:		128,266.67
533222	DEARNATI	DEARBORN LIFE INS. COMPANY					
	080720		08/07/20	01	SEPT 2020 VISION INS	01-110-52-00-5224	94.15
				02	SEPT 2020 VISION INS	01-120-52-00-5224	58.95
				03	SEPT 2020 VISION INS	01-210-52-00-5224	517.80
				04	SEPT 2020 VISION INS	01-220-52-00-5224	90.06
				05	SEPT 2020 VISION INS	01-410-52-00-5224	95.75
				06	SEPT 2020 VISION INS	01-640-52-00-5242	204.67
				07	SEPT 2020 VISION INS	79-790-52-00-5224	128.12
				08	SEPT 2020 VISION INS	79-795-52-00-5224	85.00
				09	SEPT 2020 VISION INS	51-510-52-00-5224	99.02
				10	SEPT 2020 VISION INS	52-520-52-00-5224	66.26
				11	SEPT 2020 VISION INS	82-820-52-00-5224	84.33
					INVOICE TOTAL:		1,524.11 *
					CHECK TOTAL:		1,524.11
533223	FLEX	FLEX BENEFIT SERVICE CORP.					
	628379587422		08/08/20	01	JUL 2020 HRA ADMIN FEES	01-110-52-00-5216	15.00

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

CHECK DATE: 08/17/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
533223	FLEX	FLEX BENEFIT SERVICE CORP.						
	628379587422		08/08/20	02	JUL 2020 HRA ADMIN FEES	01-120-52-00-5216	10.00	
				03	JUL 2020 HRA ADMIN FEES	01-210-52-00-5216	105.00	
				04	JUL 2020 HRA ADMIN FEES	01-220-52-00-5216	20.00	
				05	JUL 2020 HRA ADMIN FEES	01-410-52-00-5216	6.67	
				06	JUL 2020 HRA ADMIN FEES	79-790-52-00-5216	27.50	
				07	JUL 2020 HRA ADMIN FEES	79-795-52-00-5216	22.50	
				08	JUL 2020 HRA ADMIN FEES	51-510-52-00-5216	16.67	
				09	JUL 2020 HRA ADMIN FEES	52-520-52-00-5216	11.66	
				10	JUL 2020 HRA ADMIN FEES	01-640-52-00-5240	30.00	
				11	JUL 2020 HRA ADMIN FEES	82-820-52-00-5216	20.00	
				12	JUL 2020 FSA ADMIN FEES	01-110-52-00-5216	8.00	
				13	JUL 2020 FSA ADMIN FEES	01-120-52-00-5216	4.00	
				14	JUL 2020 FSA ADMIN FEES	01-210-52-00-5216	24.00	
				15	JUL 2020 FSA ADMIN FEES	01-220-52-00-5216	4.00	
				16	JUL 2020 FSA ADMIN FEES	01-410-52-00-5216	8.00	
				17	JUL 2020 FSA ADMIN FEES	51-510-52-00-5216	8.00	
					INVOICE TOTAL:		341.00 *	
					CHECK TOTAL:		341.00	
533224	LINCOLNF	LINCOLN FINANCIAL GROUP						
	4115040351		07/20/20	01	AUG 2020 LIFE INS	01-110-52-00-5222	138.58	
				02	AUG 2020 LIFE INS	01-110-52-00-5222	6.83	
				03	AUG 2020 LIFE INS	01-120-52-00-5222	20.49	
				04	AUG 2020 LIFE INS	01-210-52-00-5222	393.33	
				05	AUG 2020 LIFE INS	01-220-52-00-5222	34.97	
				06	AUG 2020 LIFE INS	01-410-52-00-5222	181.04	
				07	AUG 2020 LIFE INS	79-790-52-00-5222	53.77	
				08	AUG 2020 LIFE INS	79-795-52-00-5222	78.73	
				09	AUG 2020 LIFE INS	51-510-52-00-5222	62.89	
				10	AUG 2020 LIFE INS	52-520-52-00-5222	93.37	
				11	AUG 2020 LIFE INS	82-820-52-00-5222	28.94	
					INVOICE TOTAL:		1,092.94 *	
					CHECK TOTAL:		1,092.94	

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

CHECK DATE: 08/17/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
533225	METLIFE	METLIFE SMALL BUSINESS CENTER						
	071620		07/16/20	01	AUG 2020 DENTAL INS	01-110-52-00-5223	590.77	
				02	AUG 2020 DENTAL INS	01-120-52-00-5223	383.67	
				03	AUG 2020 DENTAL INS	01-210-52-00-5223	3,273.63	
				04	AUG 2020 DENTAL INS	01-220-52-00-5223	542.10	
				05	AUG 2020 DENTAL INS	01-410-52-00-5223	610.23	
				06	AUG 2020 DENTAL INS	01-640-52-00-5241	1,174.92	
				07	AUG 2020 DENTAL INS	79-790-52-00-5223	809.03	
				08	AUG 2020 DENTAL INS	79-795-52-00-5223	525.67	
				09	AUG 2020 DENTAL INS	51-510-52-00-5223	606.48	
				10	AUG 2020 DENTAL INS	52-520-52-00-5223	418.39	
				11	AUG 2020 DENTAL INS	82-820-52-00-5223	526.83	
					INVOICE TOTAL:		9,461.72 *	
					CHECK TOTAL:		9,461.72	
					TOTAL AMOUNT PAID:		140,686.44	

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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-A.SIMMONS	07/31/20	01	AMAZON-ADDING MACHING AND TAPE		01-120-56-00-5610	38.15
			02	COMCAST-JUL 2020 INTERNET &		82-820-54-00-5440	420.38
			03	VOICE		** COMMENT **	
			04	QUADIENT-7/30-10/29 POSTAGE		01-120-54-00-5485	161.97
			05	MACHINE LEASE		** COMMENT **	
			06	VERIZON-JUN 2020 IN CAR UNITS		01-210-54-00-5440	756.23
			07	VERIZON-JUN 2020 HOT SPOT		79-790-54-00-5440	36.01
			08	VERIZON-JUN 2020 MOBILE PHONES		01-220-54-00-5440	189.12
			09	VERIZON-JUN 2020 MOBILE PHONES		01-210-54-00-5440	898.32
			10	VERIZON-JUN 2020 MOBILE PHONES		79-795-54-00-5440	94.56
			11	VERIZON-JUN 2020 MOBILE PHONES		51-510-54-00-5440	181.47
			12	VERIZON-JUN 2020 MOBILE PHONES		52-520-54-00-5440	36.01
				INVOICE TOTAL:			2,812.22 *
	082520-B.OLSEM	07/31/20	01	COVIS-250 LASER MAILERS		01-110-56-00-5610	257.78
			02	BEACON-NEWSPAPER RENEWAL		01-110-56-00-5610	91.00
			03	THROUGH 12/30/20		** COMMENT **	
				INVOICE TOTAL:			348.78 *
	082520-B.OLSON	07/31/20	01	ZOOM-6/23-7/22 MONTHLY FEE		01-110-54-00-5462	154.97
				INVOICE TOTAL:			154.97 *
	082520-B.PFIZENMAIER	07/31/20	01	AMERICAN TIRE#3659-TIRE REPAIR		01-210-54-00-5495	17.94
			02	AMERICAN TIRE#3633-OIL CHANGE		01-210-54-00-5495	48.15
			03	AMERICAN TIRE#3572-OIL CHANGE		01-210-54-00-5495	62.48
			04	AMERICAN TIRE#3546-INSTALLED		01-210-54-00-5495	153.75
			05	BATTERY KILL SWITCH		** COMMENT **	
			06	AMERICAN TIRE#3661-REPLACED		01-210-54-00-5495	895.73
			07	AC COMPRESSOR AND COMPONENTS		** COMMENT **	
			08	AMERICAN TIRE#3715-REPLACED		01-210-54-00-5495	247.26
			09	POWER STEERING COOLER LINES		** COMMENT **	
			10	AMERICAN TIRE#3690-REPLACED		01-210-54-00-5495	461.77
			11	FRONT LOWER CONTROL ARMS AND		** COMMENT **	
			12	ABS SPEED HARNESS		** COMMENT **	
			13	AMERICAN TIRE#3784-REPLACED		01-210-54-00-5495	55.62
			14	AC FILTER		** COMMENT **	
			15	AMERICAN TIRE#3738-INSTALLED		01-210-54-00-5495	117.88
			16	BATTERY KILL SWITCH		** COMMENT **	
			17	AMERICAN TIRE#3806-MOUNT &		01-210-54-00-5495	67.11
			18	BALANCE TIRES		** COMMENT **	
			19	AMERICAN TIRE#3827-REPAIRED		01-210-54-00-5495	171.69
			20	TIRES, INSTALLED BATTERY KILL		** COMMENT **	
			21	SWITCH		** COMMENT **	
			22	AMERICAN TIRE#3804-REPLACED		01-210-54-00-5495	316.79
			23	BRAKE PADS & ROTORS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-B.PFIZENMAIER	07/31/20	24	AMERICAN TIRE#3884-DIAGNOSTIC		01-210-54-00-5495	35.88
			25	TESTING OF COOLING SYSTEM		** COMMENT **	
			26	AMERICAN TIRE#3888-INSTALL		01-210-54-00-5495	307.50
			27	BATTERY KILL SWITCH		** COMMENT **	
			28	AMERICAN TIRE#3868-MOUNT &		01-210-54-00-5495	739.62
			29	BALANCE TIRES, REPLACE BRAKE		** COMMENT **	
			30	PADS & ROTORS		** COMMENT **	
			31	STREICHERS#I1439022-UNIFORM		01-210-56-00-5600	44.99
			32	PANTS		** COMMENT **	
			33	STREICHERS#1440120-UNIFORM		01-210-56-00-5600	58.00
			34	SHIRTS		** COMMENT **	
			35	GALLS#01620253-UNIFORM SHIRTS		01-210-56-00-5600	69.90
			36	STREICHERS#I1439078-UNIFORM		01-210-56-00-5600	89.54
			37	PANTS		** COMMENT **	
				INVOICE TOTAL:			3,961.60 *
	082520-C.PARKER	07/31/20	01	LOGO FACTORY-FACE MASKS		01-110-56-00-5610	209.65
			02	DESIGNER TRENDS-AUTOMATIC		01-110-56-00-5610	1,310.00
			03	SANITIZER DISPENSERS,		** COMMENT **	
			04	SANITIZER		** COMMENT **	
			05	AMAZON-DISPENSER BOTTLES		01-220-56-00-5620	18.98
			06	PENNCARE-GLOVES		01-210-56-00-5620	508.50
			07	AMAZON-FACE MASKS		01-110-56-00-5610	68.50
			08	MENARDS-SPRAY BOTTLES		01-410-56-00-5620	20.57
			09	MENARDS-SPRAY BOTTLES		51-510-56-00-5620	20.57
			10	MENARDS-SPRAY BOTTLES		52-520-56-00-5620	20.56
			11	AMAZON-BATTERIES		01-110-56-00-5610	136.71
				INVOICE TOTAL:			2,314.04 *
	082520-D.BROWN	07/31/20	01	ILLCO-PVC HOSE		51-510-56-00-5638	47.28
				INVOICE TOTAL:			47.28 *
	082520-D.HENNE	07/31/20	01	FLATSOS-TIRES		01-410-56-00-5628	272.71
				INVOICE TOTAL:			272.71 *
	082520-D.SMITH	07/31/20	01	FLATSOS#15697- NEW TIRE		79-790-54-00-5495	111.05
			02	KOHLs-SHORTS		79-790-56-00-5600	86.96
			03	HOME DEPO-TAQPE MEASURE		79-790-56-00-5630	22.97
				INVOICE TOTAL:			220.98 *
	082520-E.DHUSE	07/31/20	01	NSI-SAFETY GLASSES		01-410-56-00-5600	103.08
			02	NSI-SAFETY GLASSES		51-510-56-00-5600	103.08
			03	NSI-SAFETY GLASSES		52-520-56-00-5600	103.08
			04	NAPA#258890-OIL		01-410-56-00-5628	11.58
			05	NAPA#258932-FILTERS		01-410-56-00-5628	67.77

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-E.DHUSE	07/31/20	06	NAPA#258881-FILTERS		01-410-56-00-5628	109.71
			07	NAPA#258998-FILTERS		01-410-56-00-5628	18.20
			08	NAPA#259012-BATTERY TERMINAL,		01-410-56-00-5628	25.56
			09	BATTERY CABLES, LOOM, CAP		** COMMENT **	
			10	NAPA#259164-ANTIFREEZE		01-410-56-00-5628	16.14
			11	NAPA#259657-TRANSFER PUMP		52-520-56-00-5613	65.49
			12	NAPA#260627-OIL		52-520-56-00-5628	7.29
			13	ILRWA-MEMBERSHIP RENEWAL		51-510-54-00-5460	493.00
						INVOICE TOTAL:	1,123.98 *
	082520-E.TOPPER	07/31/20	01	AMAZON-BOOKS, JUMPER CABLES,		82-000-24-00-2480	678.01
			02	UKULELE, HOLE PUNCH, GAMES,		** COMMENT **	
			03	DVD PLAYER, MUSICAL		** COMMENT **	
			04	INSTRUMENTS, CAMERA TRIPOD,		** COMMENT **	
			05	CALCULATOR, LIGHT PAD		** COMMENT **	
			06	AMAZON-MASKING TAPE		82-820-56-00-5610	11.64
			07	AMAZON-CARPET CLEANER		82-820-56-00-5621	17.06
			08	SHAW MEDIA-EMPLOYMENT AD		82-820-54-00-5426	34.68
			09	AMAZON-CARPET CLEANER		82-820-56-00-5621	8.92
			10	AMAZON-SIGN HOLDER		82-820-56-00-5610	22.65
			11	AMAZON-SPRAY PAINT		82-820-56-00-5610	4.49
			12	AMAZON-DISINFECTANT SPRAY,		82-820-56-00-5621	130.07
			13	PAPER TOWEL		** COMMENT **	
			14	AMAZON-POST IT NOTES,		82-820-56-00-5610	28.98
			15	LAMINATING PLASTIC		** COMMENT **	
			16	AMAZON MONTHLY PRIME FEE		82-820-54-00-5460	12.99
			17	TRIBUNE-7/10-9/3 PAPER RENEWAL		82-820-54-00-5460	37.68
			18	SMITHEREEN-JUL 2020 PEST		82-820-54-00-5462	78.00
			19	CONTROL		** COMMENT **	
			20	AMAZON-ALEXA SPEAKER		82-000-24-00-2480	39.99
			21	AMAZON-BOOKS, FOOD STORAGE		82-820-56-00-5610	39.22
			22	BAGS		** COMMENT **	
			23	AMAZON-SCRAPBOOK CASE		82-820-56-00-5610	36.63
			24	AMAZON-SUPPLY CASE		82-000-24-00-2480	22.73
			25	AMAZON-SPEAKER PHONE, VINYL		82-820-54-00-5468	103.98
			26	SPOT MARKERS		** COMMENT **	
			27	AMAZON-FIRE 7 TABLET		82-000-24-00-2480	49.99
						INVOICE TOTAL:	1,357.71 *
	082520-E.WILLRETT	07/31/20	01	ELEMENT FOUR-JUL 2020 CLOUD		01-640-54-00-5450	464.28
			02	CONNECT OFFSITE BACKUPS		** COMMENT **	
						INVOICE TOTAL:	464.28 *
	082520-J.ENGBERG	07/31/20	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	52.99
			02	FEE		** COMMENT **	
						INVOICE TOTAL:	52.99 *

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-J.GALAUNER	07/31/20	01	WALMART-WHISTLES		79-795-56-00-5606	24.80
						INVOICE TOTAL:	24.80 *
	082520-J.JACKSON	07/31/20	01	FLATSOS-TUBE		01-410-56-00-5628	20.00
						INVOICE TOTAL:	20.00 *
	082520-J.JENSEN	07/31/20	01	AMAZON-BOOKS		01-210-54-00-5412	53.16
			02	IACP-2020 ONLINE TRAINING		01-210-54-00-5412	200.00
			03	EVENT-JENSEN		** COMMENT **	
						INVOICE TOTAL:	253.16 *
	082520-J.SLEEZER	07/31/20	01	DOORS BY RUSS-REPLACE CABLES		23-216-56-00-5656	180.00
			02	AND ROLLERS		** COMMENT **	
			03	HOME DEPO-CEMENT		01-410-56-00-5620	17.07
			04	FLATSOS-TIRE MOUNT		01-410-56-00-5628	15.00
			05	HEWITT-SWEEPER SWITCH		01-410-56-00-5620	212.39
						INVOICE TOTAL:	424.46 *
	082520-J.WEISS	07/31/20	01	DOLLAR TREE-SUMMER READING		82-000-24-00-2480	12.50
			02	PRIZES		** COMMENT **	
			03	TARGET-SUMMER READING GIFT		82-000-24-00-2480	25.00
			04	CARDS		** COMMENT **	
						INVOICE TOTAL:	37.50 *
	082520-K.BARKSDALE	07/31/20	01	KONE-JUL 2020 ELEVATOR		23-216-54-00-5446	160.50
			02	MAINTENANCE		** COMMENT **	
			03	WAREHOUSE-DISINFECTANT SPRAY,		01-220-56-00-5620	219.94
			04	HAND SOAP, HANGING FILES		** COMMENT **	
			05	APA-HOUSING FOR DIVERSITY		01-220-54-00-5412	30.00
			06	WEBINAR-BARKSDALE		** COMMENT **	
			07	APA-AICP MEMBERSHIP		01-220-54-00-5412	819.00
			08	RENEWAL-BARKSDALE		** COMMENT **	
						INVOICE TOTAL:	1,229.44 *
	082520-K.GREDORY	07/31/20	01	ARAMARK#1592288680-MATS		52-520-54-00-5485	56.68
			02	ARAMARK#1592296159-MATS		51-510-54-00-5485	56.68
			03	ARAMARK#1592303700-MATS		01-410-54-00-5485	56.68
			04	ARAMARK#1592311421-MATS		51-510-54-00-5485	56.68
			05	ARAMARK#1592273694-MATS		52-520-54-00-5485	56.68
			06	ARAMARK#1592325214-MATS		01-410-54-00-5485	56.68
			07	ARAMARK#1592319694-MATS		01-410-54-00-5485	56.68
			08	AMAZON-FLUORESCENT TAPE,		01-110-56-00-5610	99.43
			09	RETRACTABLE BELT		** COMMENT **	
			10	ARNESON#292752-JUN 2020 GAS		01-410-56-00-5695	474.09
			11	ARNESON#292739-JUN 2020 DIESEL		51-510-56-00-5695	390.48

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-K.GREDORY	07/31/20	12	MINER#10076-AUG 2020 MANAGED		01-410-54-00-5462	366.85
			13	SERVICES RADIO		** COMMENT **	
			14	MINER#10076-AUG 2020 MANAGED		51-510-54-00-5462	430.65
			15	SERVICES RADIO		** COMMENT **	
			16	MINER#10076-AUG 2020 MANAGED		52-520-54-00-5462	287.10
			17	SERVICES RADIO		** COMMENT **	
			18	MINER#10076-AUG 2020 MANAGED		79-790-54-00-5462	510.40
			19	SERVICES RADIO		** COMMENT **	
			20	ARAMARK#1592258895-MATS		01-410-54-00-5485	56.68
						INVOICE TOTAL:	3,012.44 *
	082520-L.PICKERING	07/31/20	01	IIMC-ANNUAL MEMBERSHIP FEE		01-110-54-00-5460	170.00
			02	TRIBUNE-PUBLIC HEARING FOR		01-110-54-00-5426	216.43
			03	DOWNSTATE SMALL BUSINESS		** COMMENT **	
			04	STABILIZATION PROGRAM GRANTS		** COMMENT **	
						INVOICE TOTAL:	386.43 *
	082520-M.SENG	07/31/20	01	FLATSOS-2 TIRES		01-410-56-00-5628	678.54
						INVOICE TOTAL:	678.54 *
	082520-N.DECKER	07/31/20	01	SHRED IT-JUN 2020 ON SITE		01-210-54-00-5462	180.84
			02	SHREDDING		** COMMENT **	
			03	CNA SURETY#62846475N-NOTARY		01-210-54-00-5462	30.00
			04	PREMIUM RENEWAL-JOHNSON		** COMMENT **	
			05	COMCAST-6/15-7/14 INTERNET		01-640-54-00-5449	1,153.27
			06	FOR KENCOM		** COMMENT **	
			07	WAREHOUSE#4697906-0-HAND WASH		01-110-56-00-5610	35.28
			08	AT&T-5/26-6/25 SERVICE		01-210-54-00-5440	287.18
			09	COMCAST-7/8-8/7-CABLE		01-210-54-00-5440	4.22
			10	ACCURINT-JUNE 2020 SEARCHES		01-210-54-00-5462	150.00
			11	SHRED IT-JUL 2020 ON SITE		01-210-54-00-5462	180.84
			12	SHREDDING		** COMMENT **	
						INVOICE TOTAL:	2,021.63 *
	082520-P.MCMAHON	07/31/20	01	AMAZON-FLASH DRIVES		01-210-56-00-5620	47.01
						INVOICE TOTAL:	47.01 *
	082520-R.CONARD	07/31/20	01	HOME DEPO-CUT PIPE		51-510-56-00-5638	85.00
			02	DMV-CDL RENEWAL-CONARD		51-510-54-00-5462	51.13
						INVOICE TOTAL:	136.13 *
	082520-R.FREDRICKSON	07/31/20	01	AURORA UNIVERSITY-CREDIT FOR		01-210-54-00-5412	-50.00
			02	GOLDSMITH TUITION		** COMMENT **	
			03	COMCAST-6/12-7/11 CABLE		01-110-54-00-5440	21.12
			04	COMCAST-6/13-7/12 INTERNET AT		51-510-54-00-5440	108.35

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-R.FREDRICKSON	07/31/20	05	610 TOWER PLANT		** COMMENT **	
			06	PDQ-DEPLOY AND INVENTORY		01-640-54-00-5450	900.00
			07	ENTERPRISE MODE SINGLE USE		** COMMENT **	
			08	LICENSES		** COMMENT **	
			09	COMCAST-6/15-7/14 INTERNET AT		79-795-54-00-5440	118.40
			10	102 E VAN EMMON		** COMMENT **	
			11	COMCAST-6/15-7/14 CABLE AT		79-795-54-00-5440	23.58
			12	102 E VAN EMMON		** COMMENT **	
			13	NEWTEK-INTERNET HOSTING		01-640-54-00-5450	16.59
			14	THROUGH 8/11		** COMMENT **	
			15	COMCAST-6/24-7/23 INTERNET AT		79-790-54-00-5440	84.77
			16	201 W HYDRAULIC		** COMMENT **	
			17	COMCAST-6/24-7/23 INTERNET AT		79-795-54-00-5440	63.58
			18	201 W HYDRAULIC		** COMMENT **	
			19	COMCAST-6/24-7/23 INTERNET AT		01-110-54-00-5440	47.76
			20	800 GAME FARM RD		** COMMENT **	
			21	COMCAST-6/24-7/23 INTERNET AT		01-220-54-00-5440	40.94
			22	800 GAME FARM RD		** COMMENT **	
			23	COMCAST-6/24-7/23 INTERNET AT		01-120-54-00-5440	27.29
			24	800 GAME FARM RD		** COMMENT **	
			25	COMCAST-6/24-7/23 INTERNET AT		01-210-54-00-5440	177.40
			26	800 GAME FARM RD		** COMMENT **	
			27	COMCAST-6/29-7/28 INTERNET AT		79-795-54-00-5440	89.90
			28	185 WOLF ST		** COMMENT **	
			29	COMCAST-6/29-7/28 VOICE & TV		79-790-54-00-5440	115.89
			30	AT 185 WOLF ST		** COMMENT **	
			31	COMCAST-6/30-7/29 INTERNET AT		52-520-54-00-5440	39.48
			32	610 TOWER		** COMMENT **	
			33	COMCAST-6/30-7/29 INTERNET AT		51-510-54-00-5440	118.43
			34	610 TOWER		** COMMENT **	
			35	COMCAST-6/30-7/29 INTERNET AT		01-410-54-00-5440	78.95
			36	610 TOWER		** COMMENT **	
						INVOICE TOTAL:	2,022.43 *
	082520-R.HARMON	07/31/20	01	TPT-LESSON BOOKS		79-795-56-00-5606	7.50
			02	AMAZON-PRESCHOOL TOYS		79-795-56-00-5606	40.97
			04	USPS-PRIORITY MAILINGS		79-795-56-00-5606	45.00
			05	AMAZON-BUTTONS, PAPERCLIPS,		79-795-56-00-5606	83.57
			06	PENDANTS, FOOD STORAGE BAGS,		** COMMENT **	
			07	GLITTERLUCK CLOUD CRYSTALS		** COMMENT **	
			08	PRESCHOOL LESSONS-PLAN BOOKS		79-795-56-00-5606	38.00
			09	STAPLES-CRAYONS, PAPER,COUNTER		79-795-56-00-5606	78.58
						INVOICE TOTAL:	293.62 *
	082520-R.HORNER	07/31/20	01	AMAZON-BLUETOOTH EARBUDS		79-790-56-00-5620	78.19
						INVOICE TOTAL:	78.19 *

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

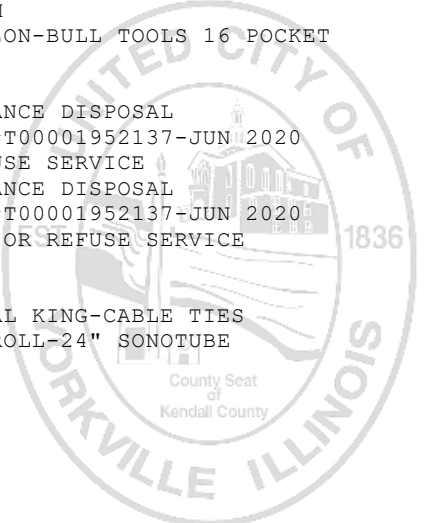
UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-R.MIKOLASEK	07/31/20	01	ILEAS 2020 DUES-MIKOLASEK		01-210-54-00-5460	120.00
						INVOICE TOTAL:	120.00 *
	082520-R.WRIGHT	07/31/20	01	PHYSICIANS CARE-DRUG TEST		79-795-54-00-5462	43.00
						INVOICE TOTAL:	43.00 *
	082520-S.IWANSKI	07/31/20	01	YORKVILLE POST-BOOK POSTAGE		82-820-54-00-5452	5.32
						INVOICE TOTAL:	5.32 *
	082520-S.REDMON	07/31/20	01	SERVICE PRINTING		79-795-54-00-5426	972.00
			02	CORP#30212-BALANCE FOR SUMMER		** COMMENT **	
			03	CATALOGS		** COMMENT **	
			04	AIRLINE MEDIA		79-795-56-00-5606	400.00
			05	PRODUCTIONS-PUBLIC VIEWING		** COMMENT **	
			06	RIGHTS FOR SANDLOT		** COMMENT **	
			07	AT&T-7/24-8/23 INTERNET FOR		79-795-54-00-5440	78.53
			08	TOWN SQAURE SIGN		** COMMENT **	
			09	JOTFORM-MONTHLY SUBSCRIPTION		79-795-56-00-5606	29.00
			10	RUNCO#794056-0-DISINFECTANT		79-795-56-00-5606	494.95
			11	PLU&PAY-JUN 2020 USAGE FEES		79-795-54-00-5462	41.17
			12	RUNCO#794263-0-PAPER TOWELS,		79-795-56-00-5640	79.98
			13	GARBAGE BAGS		** COMMENT **	
			14	PETITE PALETTE-AT HOME		79-795-56-00-5606	288.00
			15	PAINTING KIT SUPPLIES AND		** COMMENT **	
			16	INSTRUCTION		** COMMENT **	
			17	RUNCO-HAND SANITIZER		79-795-56-00-5606	767.52
			18	YORKVILLE POST-POSTAGE TO		79-795-54-00-5452	12.85
			19	MAIL BINGO PRIZES		** COMMENT **	
			20	AMAZON-RESTROOM SIGN FOR		79-795-56-00-5640	26.00
			21	BEECHER CONCESSION		** COMMENT **	
			22	RUNCO#795122-0-PACKING TAPE		79-795-56-00-5606	35.99
			23	CULVERS-BINGO PRIZE GIFT CARDS		79-795-56-00-5606	5.00
			24	ROSATIS-BINGO PRIZE GIFT CARDS		79-795-56-00-5606	10.00
			25	BURNT BARREL-BINGO PRIZE GIFT		79-795-56-00-5606	10.00
			26	CARDS		** COMMENT **	
			27	SMITHEREEN-JUN 2020 PEST		79-795-54-00-5495	67.00
			28	CONTROL		** COMMENT **	
			29	GRACE-BINGO PRIZE GIFT CARD		79-795-56-00-5606	5.16
						INVOICE TOTAL:	3,323.15 *
	082520-S.REMUS	07/31/20	01	PWI-MONTHLY RENTAL ON HAND		79-795-56-00-5620	700.00
			02	SANTIZING STANDS WITH		** COMMENT **	
			03	SANITIZER		** COMMENT **	
						INVOICE TOTAL:	700.00 *
	082520-S.SLEEZER	07/31/20	01	WINDING CREEK-TREES		25-225-60-00-6010	3,090.00

DATE: 08/19/20
 TIME: 12:48:31
 ID: AP225000.WOW

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900093	FNBO	FIRST NATIONAL BANK OMAHA			08/25/20		
	082520-S.SLEEZER	07/31/20	02	SPORTSFIELDS-INFIELD MIX		79-790-56-00-5640	2,378.02
			03	RURAL KING-ROUNDUP, SANITIZER		79-790-56-00-5620	424.93
						INVOICE TOTAL:	5,892.95 *
	082520-T.NELSON	07/31/20	01	LAKESHORE-PORT-O-LET UPKEEP		79-795-56-00-5620	360.34
			02	PESOLA-8 FIELD BANNERS		79-795-56-00-5606	960.00
						INVOICE TOTAL:	1,320.34 *
	082520-T.SOELKE	07/31/20	01	DICKS SPORTING-SHIRTS-SOELKE		52-520-56-00-5600	97.96
			02	TCC-CAR CHARGER		52-520-56-00-5630	39.99
			03	ZIRCON-FLOATING LIFT STATION		52-520-56-00-5613	853.80
			04	DRUM		** COMMENT **	
			05	AMAZON-BULL TOOLS 16" POCKET		52-520-56-00-5620	35.20
						INVOICE TOTAL:	1,026.95 *
	082520-UCOY	07/31/20	01	ADVANCE DISPOSAL		01-540-54-00-5442	107,983.09
			02	INV#T00001952137-JUN 2020		** COMMENT **	
			03	REFUSE SERVICE		** COMMENT **	
			04	ADVANCE DISPOSAL		01-540-54-00-5441	3,439.15
			05	INV#T00001952137-JUN 2020		** COMMENT **	
			06	SENIOR REFUSE SERVICE		** COMMENT **	
						INVOICE TOTAL:	111,422.24 *
	082520-t.houle	07/31/20	01	RURAL KING-CABLE TIES		79-790-56-00-5620	168.87
			02	CARROLL-24" SONOTUBE		79-790-56-00-5640	39.35
						INVOICE TOTAL:	208.22 *
						CHECK TOTAL:	147,859.49
						TOTAL AMOUNT PAID:	147,859.49



INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533227	AACVB	AURORA AREA CONVENTION						
	1/20-HOLIDAY	08/06/20	01	JAN 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		1,344.43	
						INVOICE TOTAL:	1,344.43 *	
	12/19-HOLIDAY	08/06/20	01	DEC 2019 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		942.29	
						INVOICE TOTAL:	942.29 *	
	2/20-HOLIDAY	08/06/20	01	FEB 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		1,550.60	
						INVOICE TOTAL:	1,550.60 *	
	3/20-HOLIDAY	08/06/20	01	MAR 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		1,547.64	
						INVOICE TOTAL:	1,547.64 *	
	4/20-HOLIDAY	08/06/20	01	APR 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		446.92	
						INVOICE TOTAL:	446.92 *	
	5/20-HOLIDAY	08/06/20	01	MAY 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		781.84	
						INVOICE TOTAL:	781.84 *	
	6/20-HOLIDAY	08/06/20	01	JUN 2020 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		1,585.99	
						INVOICE TOTAL:	1,585.99 *	
						CHECK TOTAL:	8,199.71	
533228	AMALGAMA	AMALGAMATED BANK OF CHICAGO						
	1855427001-080120	08/01/20	01	2014A BOND REGISTER ADMIN FEE	23-230-54-00-5498		475.00	
						INVOICE TOTAL:	475.00 *	
	1855428000-080120	08/01/20	01	2014B BOND REGISTER ADMIN FEE	42-420-54-00-5498		475.00	
						INVOICE TOTAL:	475.00 *	
	1855429009-080120	08/01/20	01	2014C BOND REGISTER ADMIN FEE	51-510-54-00-5498		475.00	
						INVOICE TOTAL:	475.00 *	
						CHECK TOTAL:	1,425.00	

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

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 12-112 SUNFLOWER ESTATES
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 51-510 WATER OPERATIONS
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 72-720 LAND CASH
 79-790 PARKS DEPARTMENT
 79-795 RECREATION DEPARTMENT

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 84-840 LIBRARY CAPITAL
 87-870 COUNTRYSIDE TIF
 88-880 DOWNTOWN TIF
 89-890 DOWNTOWN TIF II
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533229	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1079469-CM	07/28/20	01	RETURNED LAMP & BATTERY CREDIT	51-510-56-00-5638		-46.70
						INVOICE TOTAL:	-46.70 *
	1080010-IN	07/28/20	01	BATTERY	01-410-56-00-5620		21.30
						INVOICE TOTAL:	21.30 *
	1080117-IN	07/28/20	01	SPLICE KIT	01-410-56-00-5620		80.70
						INVOICE TOTAL:	80.70 *
	1081451-IN	07/30/20	01	LIGHT HEAD	23-230-60-00-6036		8,915.67
						INVOICE TOTAL:	8,915.67 *
						CHECK TOTAL:	8,970.97
D001757	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	SEPT 2020	08/13/20	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		769.00
			02	ASSISTANCE PROGRAM	** COMMENT **		
			03	REIMBURSEMENT FOR SEPTEMBER	** COMMENT **		
			04	2020	** COMMENT **		
						INVOICE TOTAL:	769.00 *
						DIRECT DEPOSIT TOTAL:	769.00
533230	ATT	AT&T					
	6305536805-0720	07/25/20	01	07/25-08/24 SERVICE	51-510-54-00-5440		392.88
						INVOICE TOTAL:	392.88 *
						CHECK TOTAL:	392.88
533231	BATTERY'S	BATTERY SERVICE CORPORATION					
	0064676	07/21/20	01	DIESEL BATTERY	01-410-56-00-5628		199.70
						INVOICE TOTAL:	199.70 *

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
 01-410 STREET OPERATIONS
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INVOICES DUE ON/BEFORE 08/25/2020

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533231	BATTERY'S	BATTERY SERVICE CORPORATION						
	0065354	08/07/20	01	BATTERIES	01-410-56-00-5628		299.85	
						INVOICE TOTAL:	299.85 *	
					CHECK TOTAL:		499.55	
533232	BNSF	BNSF RAILWAY COMPANY						
	GRNT ESMNT	08/04/20	01	BNSF GRANT OF EASEMENT	23-230-60-00-6012		6,250.00	
						INVOICE TOTAL:	6,250.00 *	
					CHECK TOTAL:		6,250.00	
533233	BNSF	BNSF RAILWAY COMPANY						
	GRNT PRCSS FEE	07/04/20	01	BNSF EASEMENT AGREEMENT	23-230-60-00-6012		2,000.00	
			02	PROCESSING FEE	** COMMENT **			
						INVOICE TOTAL:	2,000.00 *	
					CHECK TOTAL:		2,000.00	
533234	BOB SHARP	BOB'S SHARPENING & REPAIR INC						
	080220	08/02/20	01	BLADE SHARPENING	52-520-54-00-5490		24.00	
						INVOICE TOTAL:	24.00 *	
	080720	08/07/20	01	BLADE SHARPENING	52-520-54-00-5490		60.00	
						INVOICE TOTAL:	60.00 *	
					CHECK TOTAL:		84.00	
533235	CAMBRIA	CAMBRIA SALES COMPANY INC.						
	41800	07/16/20	01	PAPER TOWELS	79-790-56-00-5620		62.30	
						INVOICE TOTAL:	62.30 *	

01-110 ADMINISTRATION
 01-120 FINANCE
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 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533235	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	41816	07/23/20	01	HAND SOAP	01-110-56-00-5610		99.82
						INVOICE TOTAL:	99.82 *
	41839	07/27/20	01	PAPER TOWEL	52-520-56-00-5610		62.34
						INVOICE TOTAL:	62.34 *
	41854	08/05/20	01	TOILET TISSUE, GARBAGE BAGS	01-110-56-00-5610		233.03
						INVOICE TOTAL:	233.03 *
						CHECK TOTAL:	457.49
533236	CHS	CHS ELBURN					
	IB7640	07/31/20	01	ROUNDUP	01-410-56-00-5640		342.20
						INVOICE TOTAL:	342.20 *
						CHECK TOTAL:	342.20
533237	COMED	COMMONWEALTH EDISON					
	0091033126-0720	07/29/20	01	6/29-7/29 AUTMN CRK & RT34	23-216-54-00-5482		50.01
						INVOICE TOTAL:	50.01 *
	0903040077-0720	07/28/20	01	6/26-7/28 MISC STREET LIGHTS	23-216-54-00-5482		3,122.39
						INVOICE TOTAL:	3,122.39 *
	164065335-0720	07/29/20	01	6/29-7/29 SARAVANOS PUMP	51-510-54-00-5480		48.99
						INVOICE TOTAL:	48.99 *
	2947052031-0720	07/28/20	01	6/26-7/28 RIVER & RT47	23-216-54-00-5482		271.00
						INVOICE TOTAL:	271.00 *
	3119142025-0720	07/27/20	01	6/25-7/27 VAN EMMON LOT	23-216-54-00-5482		21.07
						INVOICE TOTAL:	21.07 *

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

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INVOICES DUE ON/BEFORE 08/25/2020

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533237	COMED	COMMONWEALTH EDISON					
	6819027011-0720	08/03/20	01	6/25-7/28 MISC PR BUILDINGS	79-795-54-00-5480		125.81
						INVOICE TOTAL:	125.81 *
	7110074020-0720	07/27/20	01	6/25-7/27 104 E VAN EMMON	01-110-54-00-5480		484.24
						INVOICE TOTAL:	484.24 *
	7982120022-0720	07/28/20	01	6/26-7/28 609 N BRIDGE	01-110-54-00-5480		10.11
						INVOICE TOTAL:	10.11 *
					CHECK TOTAL:		4,133.62
533238	COMMTIRE	COMMERCIAL TIRE SERVICE					
	3330026626	07/24/20	01	NEW TIRES	01-210-54-00-5495		877.82
						INVOICE TOTAL:	877.82 *
					CHECK TOTAL:		877.82
533239	CONFORCE	CONTROLLED F.O.R.C.E. INC					
	9257	07/27/20	01	24 HOUR COMBINED INSTRUCTOR	01-210-54-00-5412		1,340.00
			02	CERTIFICATION FOR BOROWSKI &	** COMMENT **		
			03	HART	** COMMENT **		
						INVOICE TOTAL:	1,340.00 *
					CHECK TOTAL:		1,340.00
533240	COXLAND	COX LANDSCAPING LLC					
	190743	08/03/20	01	FOX HILL JULY 2020	11-111-54-00-5495		423.20
			02	LANDSCAPING	** COMMENT **		
						INVOICE TOTAL:	423.20 *
	190781	08/03/20	01	SUNFLOWER ESTATES JULY 2020	12-112-54-00-5495		400.00

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533240	COXLAND	COX LANDSCAPING LLC					
	190781	08/03/20	02	LANDSCAPING	** COMMENT **		
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		823.20
533241	CROWNTRO	CROWN TROPHY					
	16935	08/06/20	01	SUMMER LEAGUE BASEBALL MEDALS	79-795-56-00-5606		619.35
					INVOICE TOTAL:		619.35 *
					CHECK TOTAL:		619.35
533242	DCONST	D. CONSTRUCTION, INC.					
	1900072.3	08/14/20	01	ENGINEER'S PAYMENT ESTIMATE 3	15-155-60-00-6025		27,673.99
			02	AND FINAL 2019 MFT STREET	** COMMENT **		
			03	MAINTENENACE PROGRAM	** COMMENT **		
					INVOICE TOTAL:		27,673.99 *
					CHECK TOTAL:		27,673.99
533243	DIRENRGY	DIRECT ENERGY BUSINESS					
	202100042838394	07/28/20	01	6/16-7/15 3299 LEHMAN CR	51-510-54-00-5480		5,219.62
					INVOICE TOTAL:		5,219.62 *
	202120042863366	07/30/20	01	6/25-7/26 2224 TREMONT	51-510-54-00-5480		5,249.01
					INVOICE TOTAL:		5,249.01 *
	202130042875781	07/31/20	01	6/30-7/27 1850 MARKETVIEW	23-216-54-00-5482		39.21
					INVOICE TOTAL:		39.21 *
	202130042875782	07/31/20	01	6/30-7/27 7 CNTRYSD PKWY	23-216-54-00-5482		106.23
					INVOICE TOTAL:		106.23 *

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533243	DIRENRGY	DIRECT ENERGY BUSINESS						
	202130042875783	07/31/20	01	6/30-7/27 MCHUGH RD LIGHTS	23-216-54-00-5482		87.56	
						INVOICE TOTAL:	87.56 *	
	202130042875784	07/31/20	01	6/30-7/28 1 CNTRYSD PKWY	23-216-54-00-5482		138.39	
						INVOICE TOTAL:	138.39 *	
	202130042875785	07/31/20	01	6/26-7/27 610 TOWER WELLS	51-510-54-00-5480		8,272.98	
						INVOICE TOTAL:	8,272.98 *	
	202170042905493	08/04/20	01	7/2-7/29 BEECHER & RT34	23-216-54-00-5482		89.12	
						INVOICE TOTAL:	89.12 *	
					CHECK TOTAL:		19,202.12	
533244	DYNEGY	DYNEGY ENERGY SERVICES						
	386643520071	07/30/20	01	5/28-6/25 420 FAIRHAVEN	52-520-54-00-5480		103.58	
			02	5/29-6/28 6780 RT47	51-510-54-00-5480		55.32	
			03	6/25-7/26 456 KENNEDY RD	51-510-54-00-5480		38.06	
			04	6/11-7/12 BRIDGE ST TANK	51-510-54-00-5480		33.41	
			05	6/24-7/23 1107 PRAIRIE CR	52-520-54-00-5480		73.88	
			06	6/25-7/26 301 E HYDRAULIC	79-795-54-00-5480		39.27	
			07	6/1-6/29 FOXHILL 7 LIFT	52-520-54-00-5480		45.33	
			08	6/24-7/23 PRAIRIE CR	79-795-54-00-5480		49.85	
			09	6/11-7/12 GALENA RD PARK	79-795-54-00-5480		59.60	
			10	5/28-6/25 101 BRUELL ST	52-520-54-00-5480		278.94	
			11	6/24-7/23 1908 RAINTREE RD	51-510-54-00-5480		191.58	
			12	6/25-7/26 PRESTWICK LIFT	52-520-54-00-5480		87.93	
			13	6/25-7/26 1991 CANNONBALL TR	51-510-54-00-5480		140.07	
			14	5/28-6/25 610 TOWER	51-510-54-00-5480		122.11	
			15	6/25-7/26 276 WINDHAM LIFT	52-520-54-00-5480		143.27	
			16	6/25-7/26 133 E HYDRAULIC	79-795-54-00-5480		87.02	
			17	5/28-6/25 1975 N BRIDGE ST	52-520-54-00-5480		281.83	
						INVOICE TOTAL:	1,831.05 *	
					CHECK TOTAL:		1,831.05	

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

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

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

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

INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533245	EEI	ENGINEERING ENTERPRISES, INC.						
	69481	07/27/20	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		98.50	
						INVOICE TOTAL:	98.50 *	
	69482	07/27/20	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		111.75	
						INVOICE TOTAL:	111.75 *	
	69483	07/27/20	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465		410.50	
						INVOICE TOTAL:	410.50 *	
	69484	07/27/20	01	PRESTWICK	01-640-54-00-5465		481.75	
						INVOICE TOTAL:	481.75 *	
	69485	07/27/20	01	HEARTLAND MEADOWS	90-064-64-00-0111		104.00	
						INVOICE TOTAL:	104.00 *	
	69486	07/27/20	01	METRONET	90-132-00-00-0111		76.50	
						INVOICE TOTAL:	76.50 *	
	69487	07/27/20	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465		252.00	
						INVOICE TOTAL:	252.00 *	
	69488	07/27/20	01	SUB-REGIONAL WATER	51-510-54-00-5465		1,786.75	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,786.75 *	
	69489	07/27/20	01	GRANDE RESERVE-UNIT 23	01-640-54-00-5465		1,390.50	
						INVOICE TOTAL:	1,390.50 *	
	69490	07/27/20	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		3,676.75	
						INVOICE TOTAL:	3,676.75 *	
	69491	07/27/20	01	GRANDE RESERVE-UNIT 1	01-640-54-00-5465		1,018.00	
						INVOICE TOTAL:	1,018.00 *	
						CHECK TOTAL:	9,407.00	

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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 23-230 CITY-WIDE CAPITAL
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 72-720 LAND CASH
 79-790 PARKS DEPARTMENT
 79-795 RECREATION DEPARTMENT

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 88-880 DOWNTOWN TIF
 89-890 DOWNTOWN TIF II
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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533246	EEI	ENGINEERING ENTERPRISES, INC.						
	69492	07/27/20	01	FOUNTAIN VILLAGE COMPLETION	23-230-60-00-6023		128.75	
			02	OF IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		128.75 *	
					CHECK TOTAL:		128.75	
533247	EEI	ENGINEERING ENTERPRISES, INC.						
	69493	07/27/20	01	EAST ORANGE ST WATERMAIN	51-510-60-00-6025		114.75	
			02	REPLACEMENT	** COMMENT **			
					INVOICE TOTAL:		114.75 *	
	69494	07/27/20	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		7,171.50	
					INVOICE TOTAL:		7,171.50 *	
					CHECK TOTAL:		7,286.25	
533248	EEI	ENGINEERING ENTERPRISES, INC.						
	69495	07/27/20	01	RAINTREE VILLAGE LENNAR	01-640-54-00-5465		447.50	
					INVOICE TOTAL:		447.50 *	
					CHECK TOTAL:		447.50	
533249	EEI	ENGINEERING ENTERPRISES, INC.						
	69496	07/27/20	01	WELL #8 & 9 WATER TREATMENT	51-510-60-00-6081		2,880.75	
			02	PLANT CATTION EXCHANGE MEDIA	** COMMENT **			
			03	REPLACEMENT	** COMMENT **			
					INVOICE TOTAL:		2,880.75 *	
	69497	07/27/20	01	2019 ROAD PROGRAM	23-230-60-00-6025		82.00	
					INVOICE TOTAL:		82.00 *	
	69498	07/27/20	01	GRANDE RESERVE UNIT 23-ENG	01-640-54-00-5465		1,100.00	

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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INVOICES DUE ON/BEFORE 08/25/2020

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533249	EEI	ENGINEERING ENTERPRISES, INC.						
	69498	07/27/20	02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		1,100.00 *	
	69499	07/27/20	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465		800.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		800.00 *	
	69500	07/27/20	01	CALEDONIA PHASE 1-ENG	01-640-54-00-5465		300.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		300.00 *	
	69501	07/27/20	01	HEARTLAND MEADOWS-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		100.00 *	
	69502	07/27/20	01	KENDALL MARKETPLACE-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00 *	
	69503	07/27/20	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		1,000.00	
					INVOICE TOTAL:		1,000.00 *	
	69504	07/27/20	01	GRANDE RESERVE UNIT 3-ENG	01-640-54-00-5465		200.00	
			02	INSPECTION	** COMMENT **			
					INVOICE TOTAL:		200.00 *	
	69505	07/27/20	01	GAS-N-WASH	90-144-00-00-0111		649.25	
					INVOICE TOTAL:		649.25 *	
	69506	07/27/20	01	2020 ROAD PROGRAM	23-230-60-00-6025		15,411.50	
					INVOICE TOTAL:		15,411.50 *	
	69507	07/27/20	01	LOT 1 KENDALL MARKETPLACE	90-150-00-00-0111		312.00	
					INVOICE TOTAL:		312.00 *	

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

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 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533249	EEI	ENGINEERING ENTERPRISES, INC.						
	69508	07/27/20	01	RAGING WAVES PARKING LOT	90-117-00-00-0111		169.75	
			02	EXPANSIONS	** COMMENT **			
					INVOICE TOTAL:		169.75 *	
	69509	07/27/20	01	LOT 103 KENDALL MARKETPLACE	90-153-00-00-0111		1,174.00	
					INVOICE TOTAL:		1,174.00 *	
	69510	07/27/20	01	CITY OF YORKVILLE GENERAL	01-640-54-00-5465		853.25	
					INVOICE TOTAL:		853.25 *	
	69511	07/27/20	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00 *	
	69512	07/27/20	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		2,136.47	
					INVOICE TOTAL:		2,136.47 *	
	69513	07/27/20	01	POPEYES	90-156-00-00-0111		449.00	
					INVOICE TOTAL:		449.00 *	
	69514	07/27/20	01	2020 NPDES MS4 INSPECTION AND	01-640-54-00-5465		934.50	
			02	ANNUAL REPORT	** COMMENT **			
					INVOICE TOTAL:		934.50 *	
	69515	07/27/20	01	KENDALL MARKETPLACE LOT 104	90-158-00-00-0111		909.00	
					INVOICE TOTAL:		909.00 *	
	69516	07/27/20	01	RAINTREE VILLAGE UNIT 5	01-640-54-00-5465		600.00	
					INVOICE TOTAL:		600.00 *	
	69517	07/27/20	01	DCEO GRANT APPLICATIONS	01-640-54-00-5465		1,415.00	
					INVOICE TOTAL:		1,415.00 *	
	69518	07/27/20	01	GRANDE RESERVE UNIT 6-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		100.00 *	

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

11-111 FOX HILL SSA
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 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 08/25/2020

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533249	EEI	ENGINEERING ENTERPRISES, INC.						
	69519	07/27/20	01	RAINTREE VILLAGE UNIT 2-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		100.00 *	
					CHECK TOTAL:		33,776.47	
533250	ENCAP	ENCAP, INC.						
	6424	07/31/20	01	BLACKBERRY WOODS ANNUAL	23-230-60-00-6014		2,383.00	
			02	MANAGEMENT OF PLANTED AREAS	** COMMENT **			
					INVOICE TOTAL:		2,383.00 *	
					CHECK TOTAL:		2,383.00	
533251	FARMFLEE	BLAIN'S FARM & FLEET						
	105-A.HERNANDEZ	07/27/20	01	WORK BOOTS	79-790-56-00-5600		80.99	
			02	SUNGLASSES, TEES, SHORTS,	79-790-56-00-5600		206.93	
			03	GLOVES, SOCKS, PANTS	** COMMENT **			
					INVOICE TOTAL:		287.92 *	
	555-STEFFENS	08/08/20	01	SHORTS, PANTS	52-520-56-00-5600		71.98	
					INVOICE TOTAL:		71.98 *	
	5693-R.HORNER	07/27/20	01	SOCKS	79-790-56-00-5600		14.39	
			02	WORK BOOTS	79-790-56-00-5600		143.99	
					INVOICE TOTAL:		158.38 *	
	5700-D.SMITH	07/27/20	01	WORK BOOTS	79-790-56-00-5600		188.99	
			02	JEANS, PANTS	79-790-56-00-5600		80.98	
					INVOICE TOTAL:		269.97 *	
					CHECK TOTAL:		788.25	
533252	FORDG	GARY R FORD JR						

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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 79-790 PARKS DEPARTMENT
 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 08/25/2020

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533252	FORDG AUG 3-AUG 18	GARY R FORD JR 08/13/20	01	UMPIRE	79-795-54-00-5462		55.00
						INVOICE TOTAL:	55.00 *
					CHECK TOTAL:		55.00
533253	GARDKOCH H-2364C-148708	GARDINER KOCH & WEISBERG 08/03/20	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		28.60
						INVOICE TOTAL:	28.60 *
	H-3586C-148709	08/03/20	01	NICHOLSON MATTERS	01-640-54-00-5461		286.00
						INVOICE TOTAL:	286.00 *
	H-3995C-148710	08/03/20	01	YMCA MATTERS	01-640-54-00-5461		176.00
						INVOICE TOTAL:	176.00 *
	H-4412C-148707	08/03/20	01	GREEN ORGANICS MATTER	01-640-54-00-5461		1,012.00
						INVOICE TOTAL:	1,012.00 *
					CHECK TOTAL:		1,502.60
533254	GLATFELT 195444120	GLATFELTER UNDERWRITING SRVS. 07/15/20	01	2019 PETERBILT ADDED TO POLICY	01-640-52-00-5231		406.00
						INVOICE TOTAL:	406.00 *
					CHECK TOTAL:		406.00
533255	GLATFELT 8	GLATFELTER UNDERWRITING SRVS. 08/13/20	01	LIABILITY INS INSTALLMENT#8	01-640-52-00-5231		9,901.59
			02	LIABILITY INS INSTALLMENT#8-PR	01-640-52-00-5231		1,940.88
			03	LIABILITY INS INSTALLMENT#8	51-510-52-00-5231		1,096.44
			04	LIABILITY INS INSTALLMENT#8	52-520-52-00-5231		531.40

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533255	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	8	08/13/20	05	LIABILITY INS INSTALLMENT#8	82-820-52-00-5231		918.69
						INVOICE TOTAL:	14,389.00 *
					CHECK TOTAL:		14,389.00
533256	GOVIT	GOVERNMENT IT CONSORTIUM					
	2020-006	08/07/20	01	SOLARWINDS ANNUAL MAINTENANCE	01-640-54-00-5450		476.91
						INVOICE TOTAL:	476.91 *
					CHECK TOTAL:		476.91
533257	GPMAINT	G.P. MAINTENANCE SERVICES, INC					
	081320	08/13/20	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6081		28,000.00
			02	1-WELL #8 & #9 WATER TREATMENT	** COMMENT **		
			03	PLANT CATION EXCHANGE VESSEL	** COMMENT **		
			04	INTERIOR COATING REPAIRS	** COMMENT **		
						INVOICE TOTAL:	28,000.00 *
					CHECK TOTAL:		28,000.00
533258	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00007253	07/31/20	01	MYGOVHUB MONTHLY FEE-JUL 2020	01-120-54-00-5462		200.97
			02	MYGOVHUB MONTHLY FEE-JUL 2020	51-510-54-00-5462		303.29
			03	MYGOVHUB MONTHLY FEE-JUL 2020	52-520-54-00-5462		87.52
						INVOICE TOTAL:	591.78 *
					CHECK TOTAL:		591.78
533259	HILLSDRN	HILLS CRANE INSPECTION SERVICE					
	16688	06/30/20	01	AUTO CRANE REPAIR	52-520-54-00-5490		440.00
						INVOICE TOTAL:	440.00 *
					CHECK TOTAL:		440.00

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533260	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN						
	029001	07/28/20	01	CHARGED AC	01-410-54-00-5490		68.49	
						INVOICE TOTAL:	68.49 *	
	029011	07/29/20	01	REPLACE REAR SUSPENSION	01-410-54-00-5490		3,634.62	
			02	CUSHIONS	** COMMENT **			
						INVOICE TOTAL:	3,634.62 *	
					CHECK TOTAL:		3,703.11	
533261	IMPACT	IMPACT NETWORKING, LLC						
	1854526	07/31/20	01	5/1-7/31 COPIER CHARGES	01-210-54-00-5430		1.14	
			02	5/1-7/31 COPIER CHARGES	01-110-54-00-5430		15.43	
			03	5/1-7/31 COPIER CHARGES	01-120-54-00-5430		21.86	
			04	5/1-7/31 COPIER CHARGES	79-790-54-00-5430		0.41	
			05	5/1-7/31 COPIER CHARGES	01-120-54-00-5430		11.94	
			06	5/1-7/31 COPIER CHARGES	51-510-54-00-5430		16.00	
			07	5/1-7/31 COPIER CHARGES	52-520-54-00-5430		7.49	
						INVOICE TOTAL:	74.27 *	
					CHECK TOTAL:		74.27	
533262	IMPERINV	IMPERIAL INVESTMENTS						
	JUNE 2020-REBATE	08/10/20	01	JUN 2020 BUSINESS TAX REBATE	01-000-24-00-2488		2,382.84	
						INVOICE TOTAL:	2,382.84 *	
					CHECK TOTAL:		2,382.84	
533263	IPRF	ILLINOIS PUBLIC RISK FUND						
	62207	07/13/20	01	SEPT 2020 WORK COMP INS	01-640-52-00-5231		10,695.71	
			02	SEPT 2020 WORK COMP INS-PR	01-640-52-00-5231		2,096.53	
			03	SEPT 2020 WORK COMP INS	51-510-52-00-5231		1,184.37	

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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 25-215 PUBLIC WORKS CAPITAL

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 42-420 DEBT SERVICE
 51-510 WATER OPERATIONS
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 72-720 LAND CASH
 79-790 PARKS DEPARTMENT
 79-795 RECREATION DEPARTMENT

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

INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533263	IPRF	ILLINOIS PUBLIC RISK FUND						
	62207	07/13/20	04	SEPT 2020 WORK COMP INS	52-520-52-00-5231		574.02	
			05	SEPT 2020 WORK COMP INS	82-820-52-00-5231		992.37	
						INVOICE TOTAL:	15,543.00 *	
						CHECK TOTAL:	15,543.00	
533264	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	182852	08/06/20	01	TRUCK INSPECTION	52-520-54-00-5490		35.00	
						INVOICE TOTAL:	35.00 *	
						CHECK TOTAL:	35.00	
533265	JOJOCON	JOJO COUTURE LLC						
	3185	08/09/20	01	DISPOSABLE MASKS	79-790-56-00-5620	COVID-19	200.00	
			02	DISPOSABLE MASKS	79-795-56-00-5620		200.00	
						INVOICE TOTAL:	400.00 *	
						CHECK TOTAL:	400.00	
533266	KENDCPA	KENDALL COUNTY CHIEFS OF						
	696	08/05/20	01	MONTHLY LUNCH MEETING FOR 13	01-210-54-00-5415		390.00	
			02	STAFF	** COMMENT **			
						INVOICE TOTAL:	390.00 *	
						CHECK TOTAL:	390.00	
533267	KENDCROS	KENDALL CROSSING, LLC						
	AMU REBATE 06/20	08/06/20	01	NCG AMUSEMENT TAX REBATE	01-640-54-00-5439		62.70	
			02	JUNE 2020	** COMMENT **			
						INVOICE TOTAL:	62.70 *	

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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 79-790 PARKS DEPARTMENT
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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533267	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 06/20	08/10/20	01	JUN 2020 BUSINESS TAX REBATE	01-000-24-00-2487		1,335.23
						INVOICE TOTAL:	1,335.23 *
					CHECK TOTAL:		1,397.93
533268	LANEMUCH	LANER, MUCHIN, LTD					
	589257	07/01/20	01	ARBITRATION AND GENERAL	01-640-54-00-5463		7,420.00
			02	COUNSELING	** COMMENT **		
						INVOICE TOTAL:	7,420.00 *
					CHECK TOTAL:		7,420.00
533269	LAPINSKA	ANDREW LAPINSKAS					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		80.00
						INVOICE TOTAL:	80.00 *
					CHECK TOTAL:		80.00
533270	LEONM	MIKE LEON					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		320.00
						INVOICE TOTAL:	320.00 *
					CHECK TOTAL:		320.00
533271	LINDCO	LINDCO EQUIPMENT SALES INC					
	200491R	08/03/20	01	REPLACE CRANE CABLE	52-520-54-00-5490		304.00
						INVOICE TOTAL:	304.00 *
					CHECK TOTAL:		304.00
533272	MCCURDYK	KYLE DEAN MCCURDY					

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
 01-410 STREET OPERATIONS
 01-540 HEALTH & SANITATION
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INVOICES DUE ON/BEFORE 08/25/2020

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533272	MCCURDYK KYLE DEAN MCCURDY						
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
					CHECK TOTAL:		85.00
533273	MENLAND MENARDS - YORKVILLE						
	89328	07/13/20	01	SANITIZER, SWITCH PLATES	79-790-56-00-5640		5.67
						INVOICE TOTAL:	5.67 *
	89358-20	07/13/20	01	WASP & HORNET SPRAY	79-790-56-00-5620		7.98
						INVOICE TOTAL:	7.98 *
	89512	07/15/20	01	ROPE, SPRING SNAPS	79-790-56-00-5640		31.72
						INVOICE TOTAL:	31.72 *
	89543	07/15/20	01	ADHESIVE, WASHERS, NUTS, CLAMP	79-790-56-00-5640		33.03
						INVOICE TOTAL:	33.03 *
	90062	07/21/20	01	ANT TRAPS, HOSE BARB, EPOXY,	79-790-56-00-5640		33.74
			02	BUG SPRAY, HOSE CLAMP,ADHESIVE	** COMMENT **		
						INVOICE TOTAL:	33.74 *
	90101-20	07/21/20	01	FLEX TAPE, BUTYL TAPE, ROOF	79-790-56-00-5640		42.43
			02	VENT	** COMMENT **		
						INVOICE TOTAL:	42.43 *
	90582	07/27/20	01	GARBAGE BAGS, BRAKE CLEANER,	52-520-56-00-5620		36.29
			02	BUG SPRAY	** COMMENT **		
						INVOICE TOTAL:	36.29 *
	90656	07/28/20	01	CRIMPED BRUSH, DETAIL BRUSH	51-510-56-00-5640		37.44
			02	SET, WHEEL BRUSH	** COMMENT **		
						INVOICE TOTAL:	37.44 *

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
 01-410 STREET OPERATIONS
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INVOICES DUE ON/BEFORE 08/25/2020

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533273	MENLAND	MENARDS - YORKVILLE						
	90694	07/28/20	01	CRIMPED BRUSHES	51-510-56-00-5640		56.91	
						INVOICE TOTAL:	56.91 *	
	90696	07/28/20	01	BUG SPRAY	23-216-56-00-5656		9.94	
						INVOICE TOTAL:	9.94 *	
	90758	07/29/20	01	FLAT HOOK TIEDOWN	01-410-56-00-5620		39.84	
						INVOICE TOTAL:	39.84 *	
	90885	07/30/20	01	TARP	52-520-56-00-5620		9.49	
						INVOICE TOTAL:	9.49 *	
	91023	08/01/20	01	SHOP LIGHT, SURGE PROTECTOR	01-210-56-00-5620		33.98	
						INVOICE TOTAL:	33.98 *	
	91203	08/03/20	01	HEX NUTS	01-410-56-00-5620		0.39	
						INVOICE TOTAL:	0.39 *	
	91216-20	08/03/20	01	CRIMPED BRUSH	51-510-56-00-5640		18.97	
						INVOICE TOTAL:	18.97 *	
	91298	08/04/20	01	HEX BOLTS, HEX NUTS	01-410-56-00-5620		19.97	
						INVOICE TOTAL:	19.97 *	
	91445	08/05/20	01	BAG STRAINER	01-410-56-00-5640		8.94	
						INVOICE TOTAL:	8.94 *	
	91501	08/06/20	01	CUP, SAFETY PAINT	51-510-56-00-5640		87.93	
						INVOICE TOTAL:	87.93 *	
						CHECK TOTAL:	514.66	
533274	MIDWSALT	MIDWEST SALT						
	P452641	08/10/20	01	BULK ROCK SALT	51-510-56-00-5638		2,742.95	
						INVOICE TOTAL:	2,742.95 *	
						CHECK TOTAL:	2,742.95	

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

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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
533275	MONTRK	MONROE TRUCK EQUIPMENT						
	77625-2	07/31/20	01	REMAINING AMOUNT OWED FOR	52-520-60-00-6070		100.00	
			02	LIFTGATE	** COMMENT **			
					INVOICE TOTAL:		100.00 *	
					CHECK TOTAL:		100.00	
533276	NARVICK	NARVICK BROS. LUMBER CO, INC						
	66801	07/17/20	01	4,000 PSI	23-230-56-00-5637		474.00	
					INVOICE TOTAL:		474.00 *	
	67091	07/30/20	01	3,000 AE	23-230-56-00-5637		705.00	
					INVOICE TOTAL:		705.00 *	
	67121	07/31/20	01	3,000 AE	23-230-56-00-5637		881.00	
					INVOICE TOTAL:		881.00 *	
					CHECK TOTAL:		2,060.00	
533277	NEOPOST	QUADIENT FINANCE USA, INC						
	081320	08/13/20	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		500.00	
					INVOICE TOTAL:		500.00 *	
					CHECK TOTAL:		500.00	
533278	NICOR	NICOR GAS						
	00-41-22-8748 4-0720	08/03/20	01	7/2-8/1 1107 PRAIRIE LN	01-110-54-00-5480		40.18	
					INVOICE TOTAL:		40.18 *	
	12-43-53-5625 3-0720	08/04/20	01	7/4-8/2 607 N BRIDGE	01-110-54-00-5480		22.70	
					INVOICE TOTAL:		22.70 *	
	15-41-050-1000 6-072	08/04/20	01	7/2-8/1 804 GAME FARM RD	01-110-54-00-5480		170.81	
					INVOICE TOTAL:		170.81 *	

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

11-111 FOX HILL SSA
 12-112 SUNFLOWER ESTATES
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 79-790 PARKS DEPARTMENT
 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533278	NICOR NICOR GAS						
	15-64-61-3532 5-0720	08/03/20	01	7/2-8/1 1991 CANNONBALL TR	01-110-54-00-5480		41.46
						INVOICE TOTAL:	41.46 *
	20-52-56-2042 1-0720	07/30/20	01	6/29-7/28 420 FAIRHAVEN	01-110-54-00-5480		121.07
						INVOICE TOTAL:	121.07 *
	23-45-91-4862 5-0720	08/04/20	01	7/4-8/2 101 BRUELL ST	01-110-54-00-5480		124.19
						INVOICE TOTAL:	124.19 *
	40-52-64-8356 1-0720	08/06/20	01	7/7-8/5 102 E VAN EMMON	01-110-54-00-5480		120.27
						INVOICE TOTAL:	120.27 *
	61-60-41-1000 9-0720	08/05/20	01	7/4-8/2 610 TOWER LN	01-110-54-00-5480		52.29
						INVOICE TOTAL:	52.29 *
	83-80-00-1000 7-0720	08/05/20	01	7/4-8/2 610 TOWER UNIT B	01-110-54-00-5480		45.38
						INVOICE TOTAL:	45.38 *
	91-85-68-4012 8-0720	08/04/20	01	7/2-8/1 902 GAME FARM RD	82-820-54-00-5480		570.19
						INVOICE TOTAL:	570.19 *
	95-16-10-1000 4-0720	08/05/02	01	7/6-8/4 1 RT47	01-110-54-00-5480		38.24
						INVOICE TOTAL:	38.24 *
						CHECK TOTAL:	1,346.78
D001758	ORRK KATHLEEN FIELD ORR & ASSOC.						
	16256	08/02/20	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		4,090.00
			02	SMOOTHIE KING MATTERS	90-158-00-00-0011		50.00
			03	MEETINGS	01-640-54-00-5456		1,000.00
						INVOICE TOTAL:	5,140.00 *
						DIRECT DEPOSIT TOTAL:	5,140.00

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

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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533279	OTTOSEN	OTTOSEN DINOLFO					
	127182	06/30/20	01	REVIEW OF AUDIT OPINION LETTER	01-640-54-00-5456		286.00
			02	PERTAINING TO AUDIT OF	** COMMENT **		
			03	FINANCIAL RECORDS	** COMMENT **		
					INVOICE TOTAL:		286.00 *
					CHECK TOTAL:		286.00
533280	PARADISE	PARADISE CAR WASH					
	224153	08/03/20	01	JULY 2020 CAR WASHES	01-210-54-00-5495		29.00
					INVOICE TOTAL:		29.00 *
					CHECK TOTAL:		29.00
533281	PAVLIKB	ROBERT J. PAVLIK					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
533282	POWERDMS	POWER DMS INC					
	38005	08/06/20	01	POWER DMS PROBASE SET UP, ONE	01-210-54-00-5462		4,997.55
			02	YEAR LECENSE FEE & TRAINING	** COMMENT **		
					INVOICE TOTAL:		4,997.55 *
					CHECK TOTAL:		4,997.55
533283	R0002380	K HOVNANIAN HOMES					
	1607 SHETLAND LN	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	1611 SHETLAND LN	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

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533283	R0002380	K HOVNIANIAN HOMES					
	1627 SHETLAND LN	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	2011 WREN RD	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	2021 WREN RD	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	2031 WREN RD	08/07/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
						CHECK TOTAL:	30,000.00
533284	R0002391	OLYMPIK SIGN COMPANY					
	PRMT 2020-1030RFND	08/12/20	01	CANCELLED PERMIT REFUND	01-000-42-00-4210		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
533285	R0002392	JENNIFER KOKES					
	181110	08/11/20	01	REFUND FALL BASEBALL FEE	79-000-44-00-4404		80.00
						INVOICE TOTAL:	80.00 *
						CHECK TOTAL:	80.00
533286	R0002393	MICHELLE NEVAREZ					
	181066	08/07/20	01	REFUND FALL SOCCER FEE	79-000-44-00-4404		85.00
						INVOICE TOTAL:	85.00 *
						CHECK TOTAL:	85.00

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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533287	R0002394	HILLARY NEIBERT					
	181036	08/06/20	01	REFUND FALL SOCCER FEE	79-000-44-00-4404		90.00
						INVOICE TOTAL:	90.00 *
						CHECK TOTAL:	90.00
533288	RIETZR	ROBERT L. RIETZ JR.					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		320.00
						INVOICE TOTAL:	320.00 *
						CHECK TOTAL:	320.00
533289	RIVRVIEW	RIVERVIEW FORD					
	136270	08/03/20	01	LAMP ASSEMBLY	01-410-56-00-5628		34.58
						INVOICE TOTAL:	34.58 *
						CHECK TOTAL:	34.58
533290	RUNYONM	MARK RUNYON					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		120.00
						INVOICE TOTAL:	120.00 *
						CHECK TOTAL:	120.00
533291	SCOTT	THOMAS R SCOTT					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		80.00
						INVOICE TOTAL:	80.00 *
						CHECK TOTAL:	80.00
533292	SERIOK	KEVIN SERIO JR					

01-110 ADMINISTRATION
 01-120 FINANCE
 01-210 POLICE
 01-220 COMMUNITY DEVELOPMENT
 01-410 STREET OPERATIONS
 01-540 HEALTH & SANITATION
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11-111 FOX HILL SSA
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25-225 PARKS & REC CAPITAL
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 79-795 RECREATION DEPARTMENT

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

INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533292	SERIOK AUG 3-AUG 18	KEVIN SERIO JR 08/13/20	01	UMPIRE	79-795-54-00-5462		120.00
						INVOICE TOTAL:	120.00 *
					CHECK TOTAL:		120.00
533293	STRIKEZ AUG 3-AUG 18	ZANE STRIKE 08/13/20	01	UMPIRE	79-795-54-00-5462		40.00
						INVOICE TOTAL:	40.00 *
					CHECK TOTAL:		40.00
533294	SUBURLAB 178547	SUBURBAN LABORATORIES INC. 07/30/20	01	COLIFORM SAMPLES	51-510-54-00-5429		793.00
						INVOICE TOTAL:	793.00 *
					CHECK TOTAL:		793.00
533295	TAGGARTN AUG 3-AUG 18	NATHANIEL TAGGART 08/13/20	01	UMPIRE	79-795-54-00-5462		55.00
						INVOICE TOTAL:	55.00 *
					CHECK TOTAL:		55.00
533296	TIETZJ AUG 3-AUG 18	JAMES A. TIETZ 08/13/20	01	UMPIRE	79-795-54-00-5462		55.00
						INVOICE TOTAL:	55.00 *
					CHECK TOTAL:		55.00
533297	TRICO AUG 3-AUG 18	TRICO MECHANICAL , INC 08/13/20	01	UMPIRE	79-795-54-00-5462		55.00
						INVOICE TOTAL:	55.00 *
					CHECK TOTAL:		55.00

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 01-220 COMMUNITY DEVELOPMENT
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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533297	TRICO	TRICO MECHANICAL , INC					
	5467	08/07/20	01	HVAC REPAIR ST RAINTREE PLANT	51-510-54-00-5445		1,251.00
						INVOICE TOTAL:	1,251.00 *
	5481	08/10/20	01	PD HVAC BOOSTER FAN INSTALL	23-216-54-00-5446		8,654.00
						INVOICE TOTAL:	8,654.00 *
						CHECK TOTAL:	9,905.00
533298	TUTTLEC	CHRISTOPHER D. TUTTLE					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
						CHECK TOTAL:	70.00
533299	VAUGHNJ	JAEDON VAUGHN					
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		90.00
						INVOICE TOTAL:	90.00 *
						CHECK TOTAL:	90.00
533300	VITOSH	CHRISTINE M. VITOSH					
	CMV 1987	08/04/20	01	07/28 CITY COUNCIL MEETING	01-110-54-00-5462	COVID-19	224.38
			02	PUBLIC HEARING FOR REBUILD	** COMMENT **		
			03	ILLINOIS-SHOVEL READY SITE	** COMMENT **		
			04	GRANT PROGRAM-EAST ALLEY	** COMMENT **		
			05	UTILITY WORK	** COMMENT **		
						INVOICE TOTAL:	224.38 *
						CHECK TOTAL:	224.38
533301	WEX	WEX BANK					

01-110 ADMINISTRATION
 01-120 FINANCE
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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533301	WEX WEX BANK						
	66829765	07/31/20	01	JULY 2020 GASOLINE	01-210-56-00-5695		4,334.86
			02	JULY 2020 GASOLINE	01-220-56-00-5695		408.50
			03	JULY 2020 GASOLINE	01-410-56-00-5695		48.11
			04	JULY 2020 GASOLINE	51-510-56-00-5695		48.11
			05	JULY 2020 GASOLINE	52-520-56-00-5695		53.05
					INVOICE TOTAL:		4,892.63 *
					CHECK TOTAL:		4,892.63
533302	WILLALEX ALEXANDER VINCENZO WILLIAMS						
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
533303	WOOLFOLR ROYAL WOOLFOLK						
	AUG 3-AUG 18	08/13/20	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
533304	WTRPRD WATER PRODUCTS, INC.						
	0296968	07/24/20	01	CURB STOP, OPERATING NUTS,	51-510-56-00-5640		1,079.04
			02	CLEVIS PINS, ROD ASSEMBLY,	** COMMENT **		
			03	COUPLING SLEEVE	** COMMENT **		
					INVOICE TOTAL:		1,079.04 *
	0297105	07/30/20	01	STOP NUTS	51-510-56-00-5640		30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		1,109.04

01-110 ADMINISTRATION
 01-120 FINANCE
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INVOICES DUE ON/BEFORE 08/25/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001759	YBSD	YORKVILLE BRISTOL					
	080620	08/06/20	01	JULY 2020 SANITARY FEES	95-000-24-00-2450		262,020.50
						INVOICE TOTAL:	262,020.50 *
	2020.010	08/10/20	01	AUG 2020 LANDFILL EXPENSE	51-510-54-00-5445		12,884.56
						INVOICE TOTAL:	12,884.56 *
	JUL-20	08/10/20	01	JULY 2020 PERMIT FEES	95-000-24-00-2454		2,800.00
						INVOICE TOTAL:	2,800.00 *
						DIRECT DEPOSIT TOTAL:	277,705.06
533305	YORKACE	YORKVILLE ACE & RADIO SHACK					
	171546	08/05/20	01	KEY STOCK	52-520-56-00-5620		2.20
						INVOICE TOTAL:	2.20 *
						CHECK TOTAL:	2.20
533306	YOUNGM	MARLYS J. YOUNG					
	071520	07/07/20	01	07/15 ADMIN MEETING MINUTES	01-110-54-00-5462		47.00
						INVOICE TOTAL:	47.00 *
	072120	08/03/20	01	07/21/20 PW MEETING MINUTES	01-110-54-00-5462		50.50
						INVOICE TOTAL:	50.50 *
						CHECK TOTAL:	97.50
TOTAL CHECKS PAID:							278,861.88
TOTAL DIRECT DEPOSITS PAID:							283,614.06
TOTAL AMOUNT PAID:							562,475.94

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UNITED CITY OF YORKVILLE PAYROLL SUMMARY August 7, 2020

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	\$ 19,610.10	\$ -	19,610.10	\$ 2,198.82	\$ 1,451.43	\$ 23,260.35
FINANCE	10,703.47	-	10,703.47	1,212.32	800.64	\$ 12,716.43
POLICE	112,137.37	1,293.41	113,430.78	723.73	8,297.35	\$ 122,451.86
COMMUNITY DEV.	19,119.69	-	19,119.69	2,169.17	1,421.70	\$ 22,710.56
STREETS	15,949.38	-	15,949.38	1,781.56	1,159.54	\$ 18,890.48
WATER	17,873.90	-	17,873.90	2,013.26	1,317.01	\$ 21,204.17
SEWER	8,903.11	-	8,903.11	994.47	640.68	\$ 10,538.26
PARKS	21,009.63	63.51	21,073.14	2,365.04	1,534.98	\$ 24,973.16
RECREATION	15,348.09	-	15,348.09	1,603.89	1,137.62	\$ 18,089.60
LIBRARY	15,967.38	-	15,967.38	1,193.40	1,199.00	\$ 18,359.78
TOTALS	\$ 256,622.12	\$ 1,356.92	\$ 257,979.04	\$ 16,255.66	\$ 18,959.95	\$ 293,194.65

TOTAL PAYROLL \$ 293,194.65



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, August 25, 2020

ACCOUNTS PAYABLE

DATE

Manual City Check Register <i>(Pages 1 - 3)</i>	08/17/2020	140,686.44
City MasterCard Bill Register <i>(Pages 4 - 11)</i>	08/25/2020	147,859.49
City Check Register <i>(Pages 12 - 39)</i>	08/25/2020	562,475.94

SUB-TOTAL: \$851,021.87

PAYROLL

Bi - Weekly <i>(Page 40)</i>	08/07/2020	\$ 293,194.65
------------------------------	------------	---------------

SUB-TOTAL: \$ 293,194.65

TOTAL DISBURSEMENTS: \$ 1,144,216.52



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2020-60

Agenda Item Summary Memo

Title: Proclamation for National Overdose Awareness Day

Meeting and Date: City Council – August 25, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

UNITED CITY OF YORKVILLE

National Overdose Awareness Day Proclamation

WHEREAS, the United City of Yorkville does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of more than 2,722 Illinois residents in 2018 together with countless more affected forever; and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support;

THEREFORE, I, John Purcell, Mayor, do hereby proclaim August 31st, 2020 as Overdose Awareness Day in the United City of Yorkville.

Dated this 25th day of August 2020, A.D.

John Purcell, Mayor



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2020-61

Agenda Item Summary Memo

Title: Appointments to Boards and Commissions

Meeting and Date: City Council – August 25, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

*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>*

2020 Board and Commission Appointments

BOARD/ COMMISSION	NAME	TERM	
Park Board	Gene Wilberg	5 years	May 2020 – May 2025
Police Pension Fund Board	Joseph Gillespie	2 years	May 2020 – May 2022



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 2020-62

Agenda Item Summary Memo

Title: Outdoor Restaurant Sales and Liquor Service During the Pandemic

Meeting and Date: City Council – August 25, 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:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 20, 2020
Subject: Outdoor dining and liquor consumption

Summary

Approval of an ordinance granting staff and the Mayor authority to authorize outdoor dining and liquor consumption through Phase 5 of the Restore Illinois plan.

Background

This item was last discussed by the City Council on May 26, 2020, when the City Council approved an ordinance allowing outdoor dining and liquor consumption on publicly owned and privately owned property throughout the City. That ordinance is set to sunset in December 2020, even though the pandemic has yet to subside in the region. Several restaurant owners have told the Mayor that they would like to see outdoor liquor consumption be authorized in Summer 2021, and have indicated they are ready to invest in equipment like picnic tables and barriers/dividers. In order to give the business some security for those purchases, we have drafted an ordinance allowing the current rules of outdoor dining and liquor consumption to be extended until 90 days after entering phase 5 of the Restore Illinois plan. This phase 5 will begin when there is an effective treatment or a vaccine for the coronavirus.

Between now and the end date of this ordinance, we anticipate drafting some more thorough rules and regulations for permanent outdoor dining and liquor consumption. Things like insurance requirements, noise complaint handling, license and permit repeal, and parking and zoning review should be added to the code at some point before making the regulations permanent.

Recommendation

Staff recommends approval of the attached ordinance.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
EXTENDING ORDINANCE NO. 2020-30 APPROVING OUTDOOR RESTAURANT SALES
AND LIQUOR SERVICE DURING THE PANDEMIC**

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

WHEREAS, the Governor thereafter issued a five-phase plan to reopen the state (“*Restore Illinois*”), guided by health metrics to permit manufacturing, offices, retail, barbershops and salons to be reopened to the public with capacity limits and other safety precautions dependent on the completion of each phase of the Restore Illinois; and,

WHEREAS, in response to the Governor’s Restore Illinois plan, the Mayor and City Council of the City (the “*Corporate Authorities*”) passed Ordinance No. 2020-30 on May 26, 2020, to permit outdoor service to all liquor license holders currently licensed for “on premise” consumption pursuant to the Yorkville Municipal Code with specific limitations and within specified areas through December 31, 2020; and,

WHEREAS, it is now apparent that the disaster declaration by the Governor shall be in effect for some time to come and the Corporate Authorities deem it to be in the best interests of the City to extend the ordinance expanding the authorization to provide outdoor food and liquor

service with the same limitations and safety precautions as mandated by Ordinance 2020-30 until the State has completed phase 5 of the Restore Illinois plan as hereinafter provided.

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

Section 1. That the provisions set forth in Section 1 of Ordinance 2020-30 permitting certain holders of liquor licenses to provide outdoor service but only with specific conditions and limitations is hereby restated as if fully set forth herein.

Section 2. The Mayor's authority to grant licenses for the use of any City owned property but only to the extent such public property is not required for its use or the use of the public is hereby restated as if fully set forth herein.

Section 3. Section 3 of Ordinance No. 2020-16 passed March 24, 2020, is hereby amended by extending the sunset of Ordinance No. 2020-16 within ninety (90) days after the completion of phase 5 of Restore Illinois or until such time as repealed by the Mayor and City Council or restricted by the Illinois Liquor Commission.

Section 4. This Ordinance shall be in full force upon its passage, approval and publication as provided by law and shall sunset within ninety (90) days after the completion of phase 5 of Restore Illinois or until such time as this Ordinance is repealed by the Mayor and City Council.

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

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

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

Mayor

Attest:

City Clerk

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2020-30

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

**Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 26th day of May, 2020**

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on June 19, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 26th day of May, 2020.

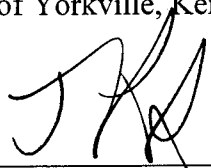


City Clerk

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

8th day of JUNE, 2020.



Mayor



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2020-63

Agenda Item Summary Memo

Title: Microsoft Office 365 Licensing

Meeting and Date: City Council – August 25, 2020

Synopsis: Consideration of a Request a 3-year Enterprise Agreement with Dell for the
Continuation for licensing for Microsoft Office 365.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: August 25, 2020
Subject: Microsoft Office 365 Licensing

Summary

Approval of a 3-year Enterprise Agreement with Dell for the continuation for licensing for Microsoft Office 365.

Background

In October 2019, the City Council approved an updated datacenter license along with a client access licenses with Microsoft. This license also included software assurance which includes 24/7 customer service from Microsoft for issues which cannot be resolved by the onsite technician. The data center license was a one-time purchase to go along with the server upgrades, but the client access license and the software assurance needs to be renewed.

When looking into pricing for another term for the licenses, a 3-year option was presented to staff. Dell has the state contract for these licenses, and the City is able to receive the same pricing, similar to 2019. The 3-year pricing was cheaper than purchasing a 1-year renewal.

The following pricing/options was presented to staff:

- The Microsoft Enterprise Agreement (EA) would cost \$19,852 annually for 3 years (August 28, 2020 – August 27, 2023), for a 3-year total of \$59,556.96.
- The Microsoft Products Service Agreement (MPSA) would cost \$20,513 for 1 year (August 28, 2020 – August 27, 2021).
- The Dell 0365 Cloud Solution Provider (CSP) would cost \$20,736.31 for 1 year (August 28, 2020 – August 27, 2021).

Recommendation

Staff is recommending the approval of the Microsoft Enterprise Agreement (EA) for a 3-year term (\$19,852 annually) for a total of \$59,556.96.

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and stepping-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



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

Agenda Item Number

Public Works Committee #1

Tracking Number

CC 2020-64

Agenda Item Summary Memo

Title: Fox Hill SSA area tree trimming budget analysis

Meeting and Date: City Council – August 25, 2020

Synopsis: Updated budget analysis to account for tree trimming proposal.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational item

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: August 3, 2020
Subject: Fox Hill SSA tree trimming budget analysis

Summary

Staff is proposing approving a tree trimming/removal quote of \$14,325 for tree trimming and tree removal in the Fox Hill SSA area. Before proceeding, staff has performed a budget analysis for council review and approval of this expenditure.

Background

The Fox Hill SSA area consists of just over 5 acres of land that contain a multi-use path that traverses the subdivision. Along this path are many areas where there are trees and shrubs that were planted as part of the development. Through the years, we have had these trees and shrubs trimmed and removed when they died, but we have never had a comprehensive maintenance plan in place to complete a thorough trimming/removal on a yearly basis.

It is now necessary to implement such a plan since many of the trees have matured to a point that they are overhanging the trail at a height that interferes with any activity on the trail. In addition to trimming, I noticed on our annual walkthrough that many trees and shrubs are dead or dying and need to be removed. Among the dead trees and shrubs are many pines that were affected by gypsy moths or a blight. There were also ash trees, ornamental trees, many rose of Sharon bushes, and maple trees with dead limbs.

Currently, we have approved \$5,000 per annum starting in FY21 for tree trimming through the approved budget. This is \$9,325 under the quoted price for the work this year.

Finance Director Fredrickson has determined that we do not have to increase the levy any more than what has been proposed until FY 24, when we would have to increase it by 2% (from 18% to ~21% year over year increase). This would let us leave the FY25 levy essentially the same to be back at break even as was proposed originally.

Below is a breakdown of the differences in cost to each residential unit as it is approved currently, and as it would be if this expense is approved.

Current Schedule					
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Proposed	Projected	Projected	Projected	Projected
Per Unit \$ Amount	\$72.55	\$90.55	\$110.55	\$130.55	\$150.55

Proposed Schedule					
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Projected	Projected	Projected	Projected	Projected
Per Unit \$ Amount	\$72.55	\$90.55	\$110.55	\$133.48	\$153.85

As you can see, the difference in the increase is \$2.93 per unit In FY 2024. I have also attached the full pages from the approved budget and a proposed sheet for your full review.

- Attachment 1 shows the budget as it was proposed and approved at the beginning of the fiscal year.
- Attachment 2 shows the proposed changes highlighted in yellow.

Recommendation

I recommend that we approve the quote from Cox Landscaping LLC in the amount not to exceed \$14,325, and to implement Finance Director Fredrickson’s plan which will increase the proposed levy in FY 24 by ~2%.

I would ask that this be placed on the August 18, 2020 Public Works Committee agenda for discussion and direction.

	FY 2018	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Actual	Actual	Adopted	Projected	Proposed	Projected	Projected	Projected	Projected
Percentage Increase	28.95%	42.87%	0.00%	0.00%	19.82%	24.81%	22.09%	18.09%	15.32%
Per Unit \$ Amount	\$ 42.38	\$ 60.55	\$ 60.55	\$ 60.55	\$ 72.55	\$ 90.55	\$ 110.55	\$ 130.55	\$ 150.55
Change in \$ Per Unit	\$ 9.52	\$ 18.17	\$ -	\$ -	\$ 12.00	\$ 18.00	\$ 20.00	\$ 20.00	\$ 20.00

Fox Hill SSA - 11

Account Number	Description	FY 2018	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
11-000-40-00-4000	PROPERTY TAXES	9,366	13,381	13,381	13,381	16,033	20,011	24,431	28,851	33,271
	Revenue	9,366	13,381	13,381	13,381	16,033	20,011	24,431	28,851	33,271
11-111-54-00-5462	PROFESSIONAL SERVICES	2,138	2,835	2,977	3,275	3,126	3,282	3,446	3,618	3,799
11-111-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	15,414	6,618	28,000	14,914	34,200	37,200	12,200	13,640	13,640
	Expenditures	17,552	9,453	30,977	18,189	37,326	40,482	15,646	17,258	17,439
	Surplus(Deficit)	(8,186)	3,928	(17,596)	(4,808)	(21,293)	(20,471)	8,785	11,593	15,832
	Fund Balance	6,556	10,485	9,954	5,677	(15,616)	(36,087)	(27,302)	(15,709)	123
		37.35%	110.92%	32.13%	31.21%	-41.84%	-89.14%	-174.50%	-91.02%	0.71%

	FY 2018	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Actual	Actual	Adopted	Projected	Proposed	Projected	Projected	Projected	Projected
Percentage Increase	-34.10%	16.02%	15.99%	15.99%	12.25%	10.92%	10.36%	9.39%	8.58%
Per Unit \$ Amount	\$ 115.21	\$ 133.67	\$ 155.04	\$ 155.04	\$ 174.04	\$ 193.04	\$ 213.04	\$ 233.04	\$ 253.04
Change in \$ Per Unit	\$ (59.62)	\$ 18.45	\$ 21.38	\$ 21.38	\$ 19.00	\$ 19.00	\$ 20.00	\$ 20.00	\$ 20.00

Sunflower SSA - 12

Account Number	Description	FY 2018	FY 2019	FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
12-000-40-00-4000	PROPERTY TAXES	13,480	15,639	18,140	18,140	20,363	22,586	24,926	27,266	29,606
	Revenue	13,480	15,639	18,140	18,140	20,363	22,586	24,926	27,266	29,606
12-112-54-00-5416	POND MAINTENANCE	5,095	1,525	5,000	5,000	5,000	5,000	5,000	5,000	5,000
12-112-54-00-5462	PROFESSIONAL SERVICES	2,138	2,835	2,977	2,977	3,126	3,282	3,446	3,618	3,799
12-112-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	11,724	12,653	6,000	6,000	12,200	12,200	12,200	13,640	13,640
	Expenditures	18,957	17,013	13,977	13,977	20,326	20,482	20,646	22,258	22,439
	Surplus(Deficit)	(5,477)	(1,374)	4,163	4,163	37	2,104	4,280	5,008	7,167
	Fund Balance	(21,251)	(22,626)	(28,236)	(18,463)	(18,426)	(16,322)	(12,042)	(7,034)	133
		-112.10%	-132.99%	-202.02%	-132.10%	-90.65%	-79.69%	-58.33%	-31.60%	0.59%

Account Number	Description	FY 2019 Actual	FY 2020 Projected	FY 2021 Adopted	FY 2021 Projected	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
	updated 7/21/20									
	Percentage Increase	84.24%	0.01%	19.82%	19.82%	24.81%	22.09%	20.74%	15.25%	-35.00%
Fox Hill SSA	Per Unit \$ Amount	\$ 60.55	\$ 60.55	\$ 72.55	\$ 72.55	\$ 90.55	\$ 110.55	\$ 133.48	\$ 153.85	\$ 100.00
	Change in \$ Per Unit	\$ 27.68	\$ 0.00	\$ 12.00	\$ 12.00	\$ 18.00	\$ 20.00	\$ 22.93	\$ 20.36	\$ (53.85)
Fox Hill SSA - 11										
11-000-40-00-4000	PROPERTY TAXES	13,381	13,382	F 16,034	16,034	I 20,012	24,432	29,500	34,000	22,100
	Revenue	13,381	13,382	16,034	16,034	20,012	24,432	29,500	34,000	22,100
11-111-54-00-5462	PROFESSIONAL SERVICES	2,835	3,274	I 3,126	3,126	I 3,282	3,446	3,618	3,799	3,989
11-111-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	6,618	7,022	I 34,200	43,525	I 37,200	12,200	13,640	13,640	13,640
	Expenditures	9,453	10,296	37,326	46,651	40,482	15,646	17,258	17,439	17,629
	Surplus(Deficit)	3,928	3,086	(21,292)	(30,617)	(20,470)	8,786	12,242	16,561	4,471
	Fund Balance	10,485	13,571	(15,614)	(17,046)	(37,516)	(28,730)	(16,488)	73	4,544
		110.92%	131.81%	-41.83%	-36.54%	-92.67%	-183.63%	-95.54%	0.42%	25.78%

Account Number	Description		FY 2019 Actual	FY 2020 Projected		FY 2021 Adopted	FY 2021 Projected		FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
	updated 11/15/19	Percentage Increase	-23.55%	15.99%		12.25%	12.25%		10.92%	9.84%	9.43%	8.62%	-10.73%
Sunflower SSA	as presented at Nov 2019 Admin Comm	Per Unit \$ Amount	\$ 133.67	\$ 155.04		\$ 174.04	\$ 174.04		\$ 193.04	\$ 212.04	\$ 232.04	\$ 252.04	\$ 225.00
		Change in \$ Per Unit	\$ (41.17)	\$ 21.38		\$ 19.00	\$ 19.00		\$ 19.00	\$ 19.00	\$ 20.00	\$ 20.00	\$ (27.04)
Sunflower SSA - 12													
12-000-40-00-4000	PROPERTY TAXES		15,639	18,140	F	20,363	20,363	I	22,586	24,809	27,149	29,489	26,325
	Revenue		15,639	18,140		20,363	20,363		22,586	24,809	27,149	29,489	26,325
12-112-54-00-5416	POND MAINTENANCE		1,525	-	F	5,000	5,000	3	5,000	5,000	5,000	5,000	5,000
12-112-54-00-5462	PROFESSIONAL SERVICES		2,835	3,181	2	3,126	3,126	3	3,126	3,282	3,446	3,618	3,799
12-112-54-00-5495	OUTSIDE REPAIR & MAINTENANCE		12,653	8,455	1	12,200	12,200	3	12,200	12,200	13,640	13,640	13,640
	Expenditures		17,013	11,636		20,326	20,326		20,326	20,482	22,086	22,258	22,439
	Surplus(Deficit)		(1,374)	6,504		37	37		2,260	4,327	5,063	7,231	3,886
	Fund Balance		(22,626)	(16,122)		(18,630)	(16,085)		(13,825)	(9,498)	(4,435)	2,796	6,682
			-132.99%	-138.55%		-91.66%	-79.14%		-68.02%	-46.37%	-20.08%	12.56%	29.78%



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

Administration Committee #1

Tracking Number

ADM 2020-39

Agenda Item Summary Memo

Title: Ordinance Regarding City Council Procedures - Discussion

Meeting and Date: City Council – August 25, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC 08-11-20 Action Taken: Discussion

Item Number: ADM 2020-39

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 22, 2020
Subject: Procedural Ordinance Amendments

Summary

Summary of changes to City's procedural ordinance as proposed by Alderman Funkhouser and discussed at the July Administration Committee meeting.

Background

This item was last discussed by the Administration Committee at the July meeting. The attached redlined version of the Procedural Ordinance was drafted by Alderman Funkhouser and reviewed in concept at the Administration Committee meeting. The Committee agreed to moving the proposal to the City Council for further discussion, because the Committee did not have a written summary of the changes and felt it would be easier to discuss the changes as a group.

Since the Administration Committee meeting, I have reviewed the proposed changes and have the following comments and summary:

- 1) Page 1 – all changes are non-substantive
- 2) Page 2 – Section 1b - adds a section that summarizes/mimics the state law issue of the creation of a special City Council agenda, specifically that it may be called by the Mayor or any three aldermen. If this section were not added, the authority to call a special City Council meeting would still exist for the Mayor or any three aldermen.
- 3) Page 2 - Section 1c – adds a section that summarizes/mimics the state law on meeting notices and locations. If this section were not added, the guidelines would still exist under state law.
- 4) Page 2 – Section 1d – moves a previously-existing section of the City's procedural ordinance that summarizes/mimics the state law issue of who controls a meeting. The last sentence fragment in the section “should the Mayor and Pro Tem be unavailable” is not covered under the existing procedural ordinance or state law and would need to either be discussed/completed or stricken from the ordinance.
- 5) Page 2 – Section 1e – this is the City's current Mayor Pro Tem policy and the existing language in the Procedural Ordinance, and it has simply been moved within the ordinance.
- 6) Page 2 – Section 1f – adds a section clarifying that the City Attorney is the parliamentarian of the City Council for questions during the City Council meeting regarding the state statutes, Robert's Rules of Order, or other related topics. In the City's 2010 Governing Ordinance (the predecessor of the 2013 Procedural Ordinance), the City Attorney was declared as parliamentarian and the Mayor was required to appoint the City Attorney as parliamentarian. The City Attorney has been

recognized as parliamentarian during meetings since 2013, even without this section in the City's current Procedural Ordinance. This section is not required by the Illinois Municipal Code, but it does aid in confirming the role should a question about Robert's Rules of Order come up during the meeting.

- 7) Page 2 - Section 1g – the track changes version of the text appears to:
 - a. Change the section near the beginning of City Council agendas which currently allow Citizen Comments on agenda items only to allow Citizen Comments on any matter.
 - b. Limits individual citizens to a maximum of five minutes for their comments.
 - c. Limits the aggregate time for citizen comments to one hour, unless authorized by the City Council.

- 8) Page 2 - Section 1h – adds a phrase that makes it clear that the second citizen comments section towards the end of each agenda will occur prior to executive session, rather than adjournment.

- 9) Page 2 – Section 1i – adds a new section that allows the Chairman or any two aldermen to recognize an individual in the audience to address the Council during any part of the meeting. This section is not in the City's 2013 Procedural Ordinance but was included in the City's 2010 Governing Ordinance. Attorney Orr's opinion is that this concept is contrary to state law, which dictates that the Mayor presides over City Council meetings.

- 10) Page 2 – Section 1j – clarifies language that the supermajority vote required is defined as (6 out of 9)

- 11) Page 2 and 3 – Section 1k – adds a new section that requires the final documents to be present in the City Council packet when it is published prior to City Council vote, unless there is a scrivener's error or the City Council makes an in-meeting amendment by motion. This language was included in the City's 2010 Governing Ordinance.

- 12) Page 3 – Section 1l – adds language to an existing section that changes how items are added to the City Council agenda:
 - a. Changes the authority of the Mayor to add things to the agenda from unilateral to requiring concurrence of a committee chairman
 - i. This was briefly discussed in detail at the meeting, because it is incongruent with state law which would allow the Mayor to unilaterally call a special meeting and to set that special meeting agenda. While the City Council as a whole can agree to whatever procedures they wish, this is one that would likely be overturned in the courts. Additionally, as mentioned in the Administration Committee meeting, a previous version of City Council procedure prevented aldermen from adding things to City Council agendas (i.e. Mayor had unilateral authority to set the City Council agenda) even though under state law any three aldermen can call a Special City Council meeting and set that special meeting agenda. This aldermanic-related incongruence was the source of previous conflict and would have likely been overturned in the courts.
 - b. Changes the authority of the aldermen to add things to the agenda from four aldermen to three aldermen. As mentioned above, any three aldermen can call a special meeting and set the special meeting agenda.

- 13) Page 3 – Section 1m – adds a section that requires the meetings to be generally conducted according to the City Council agenda template attached. This control of the agenda template was included in the 2010 Governing Ordinance as a way to make sure the format of the agenda for each meeting did not change without City Council approval. This strict control on agenda templates was abandoned in the 2013 Procedural Ordinance.
- 14) Page 3 – Section 2e – adds a section that requires that committees be rostered with at least one alderman from each ward. This requirement was in the 2010 Governing Ordinance but was abandoned in the 2013 Procedural Ordinance. My recollection around this time was that there were mutually agreeable committee switches between aldermen and the Mayor that resulted in an imbalance of wards and so the concept of even representation was abandoned in favor of flexibility.
- 15) Page 3 – Section 2f – adds a section that requires committee to consist of at least 4 aldermen, which would allow committees to consist of 5, 6, 7, or 8 aldermen. Committees have been set at 4 seats since the original Governing Ordinance in the late 2000s.
- 16) Page 3 – Section 2h – adds a section that gives the authority over vice-chairmen selections to the committees. Under the 2013 Procedural Ordinance, the vice-chairmen are currently selected by the Mayor.
- 17) Page 3 – Section 2l – adds a section that defines what each committee will have oversight of. This section and list of committee oversight authority was not included in any prior version of the City’s ordinances.
- 18) Page 4 – Section 2o – adds language to an existing section that:
 - a. Restates but rearranges language on the existing authority of the committee to recommend an item for the consent agenda, the committee report on City Council agenda, or first reading.
 - b. Makes it clear that items can not move out of committee without a positive recommendation, except as items are added to City Council agendas in accordance with the authority described above in Section 1l. This concept was included in the 2010 Governing Ordinance but was frequently circumvented by the Council and committees in practice. As a result of past use and Attorney Orr’s opinion that the concept is contrary to law (in theory, allows a minority of the City Council to decide an outcome), the concept was abandoned in the 2013 Procedural Ordinance.
- 19) Page 4 – Section 2p – adds a section that directs all regular monthly committee reports to be placed on City Council agendas in the event a committee meeting is cancelled.

Recommendation

The City Attorney has not reviewed the actual form of the ordinance and did not draft the ordinance. To the extent that the City Council wishes to adopt the changes as proposed in Alderman Funkhouser’s draft ordinance, we recommend that the City Council direct Attorney Orr to draft an ordinance for approval the next City Council meeting. After review of these materials and the Committee discussion by the Mayor, he directed this item to be listed as “first reading” on the City Council agenda.

Ordinance No. 2020-_____

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

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

WHEREAS, the City Council of the United City of Yorkville first passed a Procedural Ordinance on November 8, 2011 as Ordinance 2011-65, and revised said ordinance on April 24, 2012 as Ordinance 2012-09 and again on October 9, 2012 as Ordinance 2012-33 and again on May 16, 2013 as Ordinance 2013-31; and,

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

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

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

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

Section 1. Procedures for City Council Meetings:

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

- b. The Mayor, or any 3 Aldermen, may call a special meeting by submitting the request in the form of a Notice, and an Agenda for the meeting to the City Clerk.
- c. The Council may hold additional meetings or special meetings at other locations and times, or may change the location and time of a regularly scheduled meeting as it deems appropriate. Notice of additional meetings or changes to the location or time of a regularly scheduled meeting will be provided to the public and press as required by the Open Meetings Act 5 ILCS 120 (OMA).
- d. The Mayor, "Presiding Officer" shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside. Should both the Mayor and Pro Tem be unavailable, the
- e. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.
- f. The City Attorney shall serve as the Parliamentarian for the purposes of interpreting these Meeting Procedure, and the Illinois Compiled Statutes, and Robert's Rules of Order, as may be directed by the presiding officer, or as required as a result of a point of order raised by one or more Councilmen.
- g. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council ~~on any agenda item~~ prior to the Council's ~~consideration of the Consentactionable items Agenda~~ in order to permit the work of the City Council to proceed. Citizens shall have 5 minutes to address the Council. The aggregate of citizens comments shall not exceed one hour however may be extended by consensus of the City Council.
- h. Citizens shall be entitled to address the City Council on any matter immediately prior to entering executive session or adjournment.
- a.i. The Chairman or by consent of two alderman present shall at their discretion allow an individual to be recognized to address the council outside of the regular agenda citizen's comments.
- j. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority (6 out of 9) of the ~~City Council~~corporate authorities.
- k. No ordinance or resolution shall be voted on at a City Council meeting unless the item to be voted on has been presented in its final form to the Corporate

Authorities at the time of packet publication with the exception to scribes errors or City Council amendments made at time of consideration.

- l. City Council meeting agenda items may be added by the Mayor with consent of respective committee chairman of which the item is relevant, consent of ~~four~~ three (43) aldermen, or direction from a committee.
- ~~b.~~ ~~The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.~~
- ~~e.m.~~ The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations. City Council Meetings shall be generally conducted according to the agenda template attached hereto.

Section 2. Procedures for Committee Meetings:

- a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.
- b. The Mayor shall be a non-voting member of all standing committees.
- ~~a.c.~~ The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).
- d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.
- e. Each committee shall be represented by at least one alderman from each ward.
- b.f. Committees shall consist of at least 4 aldermen.
- g. The Mayor shall select committee chairmen.
- h. and Committees shall select vice-chairmen at the first committee meeting following first City Council meeting in May following a municipal consolidated election (i.e. every two years).

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

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

k. The four committees shall be:

- i. Administration
- ii. Economic Development
- iii. Public Safety
- iv. Public Works

l. Committee purview and oversight shall be defined as follows:

i. Administration: Shall review all Bills for Payment, Cash Statements, Budget Reports & review, Budget Amendments, Treasurer's Report, Sales Tax Analysis, RFPs & RFQs, all City contracts, convention and visitor's bureau matters, insurance, Website Reports and other administration related proposals and tasks.

ii. Economic Development: Shall review all monthly Building Permit Reports, Building Inspection Reports, Property Maintenance Reports, Economic Development Reports and economic development related plans, proposals and tasks.

iii. Public Safety: Adjudication Reports, Police Reports, relevant Licensing Requirements, Liquor Code considerations, Police Department Staffing, motor vehicle issues, traffic safety, and other public safety related proposals and tasks.

iv. Public Works: Bond and Letter of Credit Reduction Summaries, Capital Improvement projects and updates, water reports, snow operations reports, vehicles updates, MFT projects, roads, walks and trails; storm and sanitary sewers, water infrastructure, and other pertinent public works related proposals and tasks.

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

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

o. When moving items from the committee agenda to a City Council agenda, ~~the committee shall make a recommendation whether that item should be on consent agenda or the committee's report. If on the committee's report,~~ the committee shall make a recommendation whether the item is up for first reading, ~~or~~ is on the City Council agenda for action or placed on consent agenda. No item shall move out of committee without a positive recommendation. This shall in no way preclude alderman from using Section 1.d. to add an item to the City Council agenda report.

p. If a committee meeting is cancelled, all standing monthly reports shall be placed on the City Council agenda report for review and vote for approval if required.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ Day of _____, A.D. ~~2013~~2020.

CITY CLERK

DANIEL TRANSIER _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

JASON PETERSON _____

SEAVER TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ Day of _____, A.D. ~~2013~~2020.

MAYOR

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2013-31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

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

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

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

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

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

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

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

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

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

Section 1. Procedures for City Council Meetings:

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

- b. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council on any agenda item prior to the Council's consideration of the Consent Agenda in order to permit the work of the City Council to proceed. Citizens shall be entitled to address the City Council on any matter immediately prior to adjournment.
- c. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority of the City Council.
- d. City Council meeting agenda items may be added by the Mayor, consent of four (4) aldermen, or direction from a committee.
- e. The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.
- f. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.

Section 2. Procedures for Committee Meetings:

- a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.
- b. The Mayor shall be a non-voting member of all standing committees.
- c. The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).
- d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.
- e. The Mayor shall select committee chairmen and vice-chairmen.
- f. Any alderman may add any agenda item to any committee agenda.
- g. Chairmen shall select liaisons to other organizations and boards by any means they deem necessary, provided that the other organizations by-laws may govern the selection of the liaison.
- h. The four committees shall be:
 - i. Administration
 - ii. Economic Development
 - iii. Public Safety
 - iv. Public Works
- i. Each committee shall be presided over by its chairman, or in the absence of the chairman, the vice-chairman.
- j. Committee meetings may be cancelled by the Chairman of the committee if there is a not a quorum of the members present, or there are no agenda items which require action by a committee.

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

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

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

Beth Wanen
CITY CLERK

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

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

Nancy J. Golinski
MAYOR

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2010-36

**AN ORDINANCE AMENDING AND RESTATING THE
GOVERNING ORDINANCE OF THE MAYOR AND CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, the City Council of the United City of Yorkville first passed a Governing Ordinance, on June 27, 2006 as Ordinance 2006-58, subsequently passed amendments to the Governing Ordinance, on November 14, 2006 as Ordinance 2006-133, on June 26, 2007 as Ordinance 2007-49, July 10, 2007 as Ordinance 2007-50, July 24, 2007 as Ordinance 2007-53, on January 22, 2008 as Ordinance 2008-02, on April 22, 2008 as Ordinance 2008-27, on June 24, 2008, as Ordinance 2008-58A, on September 23, 2008, as Ordinance 2008-84, on March 24, 2009 as Ordinance 2009-16, on May 12, 2009 as Ordinance 2009-27, and on January 12, 2010 as Ordinance 2010-06, and intends to amend said Ordinance and restate it in its entirety, by this Ordinance rendering this as the full text of the Governing Ordinance of the United City of Yorkville; and,

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

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

WHEREAS, the Council has determined that, to further ensure the orderly flow of information presented at its meetings and to protect the integrity of all in attendance at such meetings, it requires an additional written policy to clarify and amend Roberts Rules; and

WHEREAS, the Council has undertaken to compile a list of ethical standards for City elected officials which the Council wishes to be included in its written policy; and,

WHEREAS, the Council also has determined that it is in the best interests of all members of the City Council and the residents of the United City of Yorkville that said policy should include guidelines that clarify the duties and rights of aldermen and the mayor as elected officials of the United City of Yorkville; and,

WHEREAS, the Council also requires said policy to officially establish standing committees of the Council and to outline procedures for the organization of said committees, including the selection of membership and chairmen of said committees, so that membership and chairmanship shall be unbiased and non-partisan, and offer all aldermen an equal opportunity to understand City business.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the following shall constitute the Governing Ordinance for the United City of Yorkville:

Governing Ordinance, United City of Yorkville
Addressing:
**Ethical Standards – Elected Officials’ Duties and Responsibilities,
Meeting Standards and Committee Structure**

I.

Ethical Standards – Elected Officials of the United City of Yorkville:

- A. Shall obey the Constitution and laws of the United States, of the State of Illinois, and the United City of Yorkville.
- B. Shall be dedicated to the concepts of effective and democratic local government.
- C. Shall strive to be trustworthy and to act with integrity and moral courage on behalf of one’s constituents, so as to maintain public confidence in City government and in the performance of the public trust.
- D. Shall make impartial decisions, free of bribes, unlawful gifts, narrow special interests, or financial or other personal interests.
- E. Shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with official duties.
- F. Shall extend equal opportunities and due process to all parties in matters under consideration.
- G. Shall recognize that the chief function of local government is at all times to serve the best interests of the residents of the United City of Yorkville.
- H. Shall work to keep the community informed on municipal affairs, encourage communication between residents and municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
- I. Shall work to assure that government is conducted openly, efficiently, equitably, and honorably in a manner that permits residents to make informed judgments and hold City officials accountable.
- J. Shall show respect for persons, confidences and information designated as “confidential”.
- K. Shall, when representing the City, act and dress in a manner appropriate for the function.
- L. Shall refrain from using city computers, the city server, etc. for political purposes. Elected officials are subject to the same rules of behavior that apply to Council

meetings, including refraining from making personal attacks against their fellow Council members, or defaming them in any way. The server and computers are to be used to disseminate information, not political propaganda.

II.

Duties and Rights of Elected Officials:

Aldermen

- A. Shall, through their council votes, create the public policy that governs the United City of Yorkville, and provide oversight for the executive branch.
- B. Shall have the right to expect that the mayor and city's staff will provide them with clear and unbiased information to help them in their decision-making process.
- C. May, at their discretion, hold ward meetings in their ward, or devise other ways to better understand the wishes of their constituents. This is not meant to preclude aldermen from taking a city-wide view of the impact of an item under discussion, but to underline that aldermen are empowered to act on behalf of their constituents, and should be apprised of all items that are brought to the City that in any way pertain to their Ward. It is recommended that as a courtesy the Alderman holding the meeting should contact the other alderman in the ward, in advance, about the meeting.
- D. Shall refrain from giving direction to any city employee. Policy is created by the entire City Council. If any alderman wishes to address any problems he or she sees occurring in the city, this problem may be brought to the attention of the mayor, the city administrator, department directors, or taken to the council as a whole for action. Requests for information are not to be considered as "giving direction."

Mayor

- A. Shall perform all the duties which are prescribed by law, including ordinances, and shall take care that the laws and ordinances are faithfully executed. Shall from time to time and annually, give the corporate authorities information concerning the affairs of the municipality and may recommend for their consideration measures that the mayor believes expedient. (65 ILCS 5/3.1-35-10)
- B. Shall be a non-voting member of all standing committees.
- C. Shall make appointments to fill vacancies, with the advice and consent of the Council.

III.

Meeting Standards Applicable to City Council Meetings

Generally

- A. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday's of each month at 7:00 p.m. in the City Hall Council Chambers.
- B. City Council Meetings shall be generally conducted according to the agenda template attached hereto.
- C. The Mayor, or any 3 Aldermen, may call a special meeting by submitting the request in the form of a Notice, and an Agenda for the meeting, in writing to the City Clerk. The Clerk shall as soon as possible 1) deliver a copy of the Notice and Agenda to each Elected Official, 2) post the Notice and Agenda at City Hall, and 3) send a copy of the Notice and Agenda to all registered news media. No special meeting shall be called for a date less than 48 hours after the Notice and agenda have been submitted to the City Clerk. The Clerk shall submit a Certification of Notice as evidence of providing the notices set out above, including all Copies of Publication to the City Council, and said Certification of Notice shall be inserted into the record of the Special Meeting. (5 ILCS 120/2.02)
- D. Except during the time allotted for public discussion and comment, no person, other than a member of the council, or an officer, employee, independent contractor, or other person recognized by the presiding officer, shall address the Council, except with the consent of two of the members present.
- E. No ordinance or resolution shall be voted on at a City Council meeting unless the item to be voted on has been presented in its final form to the Corporate Authorities at least four days prior to the vote.
- F. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held.
- G. All attendees at every city council meeting shall put their cell phones, pagers, PDA's or similar devices on silent mode prior to all such meetings, and shall not communicate on such devices during any such meetings. Elected officials, and department heads may excuse themselves from a meeting in order to communicate on such devices.
- H. The standards concerning order of speaking and time limits set by this Governing Ordinance shall apply to all items, including motions, resolutions, ordinances or action items wherein a vote may be taken.

Aldermen

- A. Shall have the right to place an item on any committee meeting agenda for discussion. Shall have the right to place an item on any Council meeting agenda with the consent of three (3) aldermen. Shall have the right to vote to suspend the rules of order (regarding the order of discussion) to provide for an open discussion.
- B. Shall, before speaking at a meeting, first be recognized by the presiding officer, and shall address all remarks to the presiding officer, without a response from the presiding officer.
- C. May not move to end debate before every alderman who wishes to speak to an agenda item has had the opportunity to do so. A motion to end debate, or "call the question" shall require a two-thirds vote. (Roberts Rules (RONR (10th Edition) page 189, Section 16)
- D. May appeal a ruling by the Mayor to the Council as a whole. A majority vote can overturn the Mayor's ruling. (Roberts Rules (RONR (10th Edition) page 247, Section 24)
- E. May, by a two-thirds majority vote, expel a fellow alderman from a meeting for cause, but may not do so for the same cause a second time. (65 ILCS 3.1-40-15)
- F. May, upon the request of any two aldermen present, defer a report of a committee to the next regular meeting of the Council.
- G. Shall, during a meeting, have the option to be the first and last speaker on an item if he or she has placed the item on the Council agenda.
- H. Shall, after being appointed as a liaison to another city organization, be responsible for keeping all Council members informed of that organization's significant activities.
- I. Shall limit their remarks to the question under debate. To this end, aldermen must never attack or make any allusion to the motives of aldermen. (RONR (10th Edition) page 41, line 31)
- J. May, before voting, participate in a special meeting to review nominees that the mayor appoints when the appointment is either to fill a vacancy in an elective or appointed office that requires the advice and consent of the City Council.

- K. Shall elect from one of the Aldermen as Mayor Pro Tem pursuant to the Mayor Pro Tem Policy of the United City of Yorkville, attached hereto.

Mayor

- A. Shall preside at every regular Council meeting fulfilling the normal and customary functions of the chairman of the meeting; in his absence the elected mayor-pro-tem shall preside. At ad hoc committee meetings of the Council, the chairman of the committee shall preside.
- B. Shall preserve order and decorum, may speak to points of order in preference to aldermen, and shall decide all questions of order, subject to appeal. In the case of disorderly conduct, the mayor shall have the power to request that the Council Chambers be cleared.
- C. Shall appoint the City Attorney to be parliamentarian of the Council.
- D. May, without relinquishing the chair, voice his opinion on items before the City Council. The mayor shall, immediately after stating the item under discussion, ask the alderman who has requested an item to be placed on the agenda if he or she wishes to introduce the item or the applicable Committee Chairman if no particular alderman has requested that the item be placed upon the agenda. The mayor shall recognize this alderman as the last one to speak to the item if the alderman requests to do so.
- E. Shall recognize each alderman wishing to speak to an agenda item in turn, rotating different sides of the question, pro and con, as much as possible. He shall give preference first to an alderman who has placed the item under discussion on the Council's agenda.
- F. Shall insure that any information he makes available to aldermen on an agenda item is given to all aldermen in the same timely fashion, so that all aldermen can make informed decisions. It is the mayor's responsibility to insure that any item brought to the mayor's attention that pertains to a project or problem in a City Ward should be brought immediately to the attention of that Ward's two aldermen.
- G. Shall not vote on any ordinance, resolution or motion except: i. When the vote of the alderman has resulted in a tie; ii. When one-half of the aldermen elected have voted in favor of an ordinance, resolution or motion even though there is not tie; and iii. When a vote greater than a majority of the corporate authorities is required.

(65 ILCS 5/3.1-40-30)

IV.

The Standing Committees of the City Council:

- I. Shall include the Public Works, Public Safety, Administration, and Economic Development Committees.
- II. The Public Works, Public Safety, Administration, and Economic Development Committees shall include four members (one from each ward) of the City Council, including the Mayor. The Mayor is a non-voting member of each committee.
- III. Shall be presided over by its chairman, who will conduct the business of the meeting. In the absence of the chairman, the vice-chairman shall conduct the business of the meeting. Chairman and vice-chairman shall serve two year appointments. Chairs, vice-chairs, and committee rosters shall be filled through the following process:
 - A. For the Public Works, Public Safety, Administration, and Economic Development committees: after each election, the four committee chairmanships shall be vacated. The four vice-chairmen shall each select a committee to chair, with the most senior alderman having the first selection and progressing to the next most senior alderman, and so on. After the chairmanships have been selected, the four non-chaired aldermen shall each select a committee to vice-chair, with the most senior alderman having the first selection, and progressing to the next most senior alderman, and so on. In the same order in which chairmanships and vice-chairmanships are selected, the committee rosters shall be filled (committee chairs pick second committee first, vice chairman pick second committee after the chairman pick their committee).
 - i. Should an incumbent alderman be defeated in an election, the incoming alderman shall be placed in the group of four "non-chaired" alderman that will select a vice-chair role in a committee. Subsequently, the most senior alderman of the "non-chaired" group shall be allowed to retain a committee chair for a consecutive year, but will select last in the group of aldermen who are selecting the committee chairs for the upcoming term. In the event there is more than one incumbent alderman allowed to serve consecutive committee chairs, those aldermen shall select committee chairs in order according to seniority, but after the group of alderman who have not served-consecutive committee chairs have selected.
 - ii. Should there be a vacancy in the office of an alderperson, the alderperson appointed to such vacancy shall take the committee position held by his or her predecessor; provided, however, if the

position of said predecessor was that of committee chair, the vice chair of the committee shall assume the office of "acting chair" and the new alderperson shall become the vice-chair. The acting chair shall complete the term of the chair which was vacated and retain eligibility for a committee chairmanship for the next succeeding term.

IV. Shall control the movement of items from committee agendas to City Council agendas. Items may not move out of committee but for a vote of approval by a majority of the quorum present. When passing items out of committee, where the committee reasonably believes that if the items are approved by the City Council, the impacts of that approval could significantly impact many residents, the item should first be listed on the City Council agenda under the committee report section and listed as being for first reading. The City Council at its discretion may waive a first reading if they deem it desirable. Items for first reading are intended to give notice to the public that a substantial change is being contemplated and the City Council will be taking input and considering the item at their next scheduled City Council meeting. For items forwarded to the City Council which are not expected to have as significant an impact should be recommended for placement on the consent agenda. Items for first reading do not literally have to be read into the record at the city council meeting, placement on agenda is sufficient. When an item is listed for first reading the chairman should explain the item being proposed and that the City Council is seeking input from the public to aid them in the decision making process.

V. Shall have the sole power to assign liaisons to those city organizations that fall under that committee's specific area of business listed in the City Council agenda as follows:

Public Works: Park Board, YBSD

Economic Development: Kendall County Plan Commission, Plan Commission, Yorkville Econ. Dev. Corp.

Public Safety: Human Resources Commission, School District

Administration: Library

V.

Cancellation of a Meeting:

A. Regularly scheduled City Council Meetings or Special Meetings called by the Mayor may be cancelled by the Mayor if advised that a quorum shall not be in

attendance or there is not a quorum of the members present at the regularly scheduled meeting.

- B. Special Meetings called by three (3) aldermen may be cancelled by two (2) of the three (3) aldermen that called the meeting if there is not a quorum of the members present or for any other reason.
- C. Committee Meetings may be cancelled by the Chairman of the committee if there is not a quorum of the members present.
- D. Cancellation of any of the meetings referenced in this Section requires notice by the person canceling the meeting to the City Clerk, all scheduled attendees, and all news media that has filed an annual request with the City Clerk.
- E. Lack of a quorum for any meeting prohibits proceeding with the meeting, but permits discussion solely of agenda items so long as no prior notice of cancellation has been issued.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 13 day of July 2010.

ROBYN SUTCLIFF	<u>[Signature]</u>	DIANE TEELING	<u>[Signature]</u>
GARY GOLINSKI	<u>[Signature]</u>	ARDEN JOE PLOCHER	<u>[Signature]</u>
WALLY WERDERICH	<u>[Signature]</u>	MARTY MUNNS	<u>[Signature]</u>
ROSE SPEARS	<u>[Signature]</u>	GEORGE GILSON, JR.	<u>[Signature]</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 19 day of JULY 2010.

Valerie Burd
Mayor

Attest:
[Signature]
City Clerk



United City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

AGENDA
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
7:00 p.m.
Date

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I

Wally Werderich
George Gilson, Jr.

WARD II

Gary Golinski
Arden Joe Plocher

WARD III

Marty Munns
Robyn Sutcliff

WARD IV

Rose Ann Spears
Diane Teeling

Establishment of Quorum:

Introduction of Guests:

Amendments to Agenda:

Committee Meeting Dates:

Public Works Committee Meeting:

Economic Development Committee:

Administration Committee Meeting:

Public Safety Committee Meeting:

Presentations:

Public Hearings:

Citizen Comments:

Consent Agenda:

Plan Commission / Zoning Board of Appeals:

Minutes for Approval (Corrections and Additions):

Minutes of City Council –

Bill payments for approval from the current Bill List (Corrections and Additions):

Checks total these amounts:

\$ (vendors)
\$ (payroll period ending)
\$ (total)

Reports:

Mayor's Report:

City Council Report:

City Attorney's Report:

City Clerk's Report:

City Treasurer's Report:

City Administrator's Report:

Finance Director's Report:

City Engineer's Report:

Director of Public Works Report:

Chief of Police Report:

Director of Parks & Recreation Report:

Community Development Director Report:

Community Relations Officer:

Community & Liaison Report:

Committee Reports:

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Additional Business:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

PUBLIC WORKS

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Plocher	Public Works	Park Board
Vice-Chairman: Alderman Gilson	Engineering	YBSD
Committee: Alderman Munns	Parks and Recreation	
Committee: Alderman Teeling		

ECONOMIC DEVELOPMENT

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Golinski	Community Development	Plan Commission
Vice-Chairman: Alderman Spears	Building Safety and Zoning	Yorkville Econ. Dev. Corp.
Committee: Alderman Werderich		Kendall Co. Plan Commission
Committee: Alderman Sutcliff		

PUBLIC SAFETY

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Werderich	Police	Human Resource Comm.
Vice-Chairman: Alderman Munns		School District
Committee: Alderman Spears		
Committee: Alderman Plocher		

COMMITTEES, MEMBERS AND RESPONSIBILITIES (con't)

ADMINISTRATION

Committee

Chairman: Alderman Sutcliff

Vice-Chairman: Alderman Teeling

Committee: Alderman Gilson

Committee: Alderman Golinski

Departments

Finance

Administration

Liaisons

Library



United City of Yorkville Mayor Pro Tem Policy – Approved 2/22/05

MAYOR PRO TEM.

(A) There is created the office of Mayor Pro Tem for the City.

(B) In the event of a temporary absence, or a disability causing the Mayor of the City to be incapacitated from the performance of his duties, but which by law does not create a vacancy in the office of Mayor, the Council of Alderpersons shall elect one of its members to act as Mayor Pro Tem. The Mayor Pro Tem, during the absence or disability of the Mayor, shall perform the duties and possess all the rights and powers of the Mayor.

(C) The selection of a Mayor Pro Tem shall be made on an annual basis at the first City Council meeting in May. The Council of Alderpersons shall vote to elect one of its members Mayor Pro Tem. No member may be elected as Mayor Pro Tem for two consecutive years. However, the Mayor Pro Tem shall not act as Mayor Pro Tem unless and until the Mayor is temporarily absent or is disabled to an extent so as to incapacitate him from the performance of his duties.

(D) In the event the Mayor fails to attend a meeting of the City Council, the Mayor Pro Tem shall act as a temporary chairman for the meeting of the City Council, and while so serving as temporary chairman, shall have only the power of a presiding officer and a right to vote in his capacity as Alderperson on any ordinance, resolution, or motion.

Statutory reference:

Mayor pro tem, see ILCS Ch. 65, Act 5 § 3.1-35-35



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

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2020-50

Agenda Item Summary Memo

Title: FY 2020 Budget Amendment – Downtown TIF II

Meeting and Date: City Council – August 25, 2020

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: August 18, 2020
Subject: Fiscal Year 2020 Proposed Budget Amendment

For Fiscal Year Ended 2020, all City Funds, less one, are expected to come in under budget for expenditures, including all major operating funds (General, Water, Sewer, Library, Parks & Recreation, etc.).

The lone exception is the (89) Downtown TIF II Fund, which is anticipated to go over budget by ~\$61,000, due to TIF Incentive Payouts (89-890-54-00-5425) totaling \$80,000. These payouts were made pursuant to a redevelopment agreement (Exhibit 1 – approved by City Council on August 27, 2019) with KCJ Restoration, LLC regarding the Old Jail building located at 111 W. Madison Street. Additional adjustments have also been made to better reflect the actual activity of the Fund over the course of FY 2020 including: zeroing out the Facade Rehab Program line item (89-890-54-00-5470); and increasing the Property Tax (89-000-40-00-4000) line item in the revenue budget by \$24,171.

The original Downtown TIF II budget amendment (Schedule B), present at the July Administration Committee meeting, omitted ~\$14,500 in Professional Service expenditures (89-890-54-00-5462) related to legal fees and closing costs associated with the KCJ incentive agreement. This has been corrected in the revised budget amendment (Schedule A), resulting in total budgeted expenditures increasing from \$82,000 to \$96,500. This revised figure will put total budgeted expenditures just above the actual expenditure amount for FY 2020 of \$96,234 (unaudited).

As has been the City's past practice, Funds that exceed their budgetary amounts due to explanatory circumstance have been amended, per the recommendation of the City's auditors, to better reflect the changing plans of management/City Council and to avoid auditor comment. Although this may seem a bit "after the fact" to amend the 2020 budget after the fiscal year has ended, not doing so will result in the same audit comment that we received in the 2012 CAFR (included in the attached packet as Exhibit 2).

Since this redevelopment agreement was not conceived until several months after the FY 2020 Budget was approved, it is the recommendation of staff that the Downtown TIF II Budget be amended as prescribed above. A budget worksheet has been attached for the (89) Downtown TIF II Fund (Schedule A), showing the Fiscal Year 2020 original and proposed budgetary changes (highlighted in yellow), in addition to a budget ordinance, for your review and consideration.

Ordinance No. 2020-____

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

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2019-24 on April 9, 2019 adopting an annual budget for the fiscal year commencing on May 1, 2019 and ending on April 30, 2020; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF II fund with respect to the United City of Yorkville’s 2019-2020 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

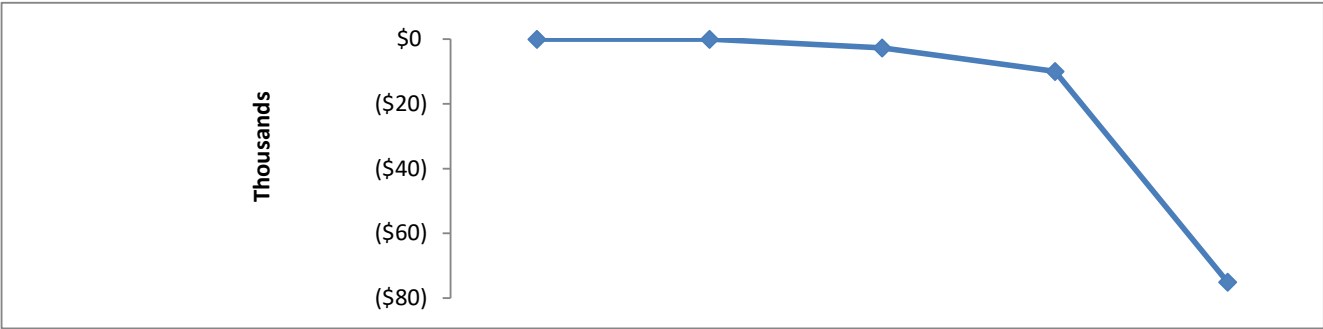
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

MAYOR

DOWNTOWN TIF II FUND (89)

The Downtown TIF II was created in 2018, in order to help promote downtown redevelopment and support the existing Downtown TIF.

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue					
Taxes	-	-	-	-	24,171
Investment Earnings	-	-	-	-	-
Total Revenue	-	-	-	-	24,171
Expenditures					
Contractual Services	-	-	2,736	35,000	96,500
Total Expenditures	-	-	2,736	35,000	96,500
Surplus (Deficit)	-	-	(2,736)	(35,000)	(72,329)
Ending Fund Balance	0	0	(2,736)	(10,000)	(75,065)



United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND REVENUE

Account	Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020	FY 2020
					Adopted Budget	Amended Budget
Taxes						
89-000-40-00-4000	PROPERTY TAXES	-	-	-	-	24,171
	Total: Taxes	\$0	\$0	\$0	\$0	\$24,171
Investment Earnings						
89-000-45-00-4500	INVESTMENT EARNINGS	-	-	-	-	-
	Total: Investment Earnings	\$0	\$0	\$0	\$0	\$0
	Total: DOWNTOWN TIF II REVENUE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$24,171</u>

United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND EXPENDITURES

Account	Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Contractual Services						
89-890-54-00-5425	TIF INCENTIVE PAYOUT	-	-	-	-	80,000
89-890-54-00-5462	PROFESSIONAL SERVICES	-	-	2,736	10,000	16,500
89-890-54-00-5470	FACADE REHAB PROGRAM	-	-	-	25,000	-
	Total: Contractual Services	\$0	\$0	\$2,736	\$35,000	\$96,500
	Total: DOWNTOWN TIF II EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$2,736</u>	<u>\$35,000</u>	<u>\$96,500</u>

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2019-42

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A REDEVELOPMENT AGREEMENT FOR THE OLD JAIL
(111 W. Madison Street)

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 27th day of August, 2019

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on September 12, 2019.

**A ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
APPROVING A REDVELOPMENT AGREEMENT FOR THE OLD JAIL**

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

WHEREAS, the City is engaged in the revitalization of its downtown commercial district which includes the property owned by the City commonly known as 111 West Madison which property is improved with a two-story building constructed in 1892 and used as the County Jail and Sheriff’s residence until 1992 (the “*Old Jail*”) and now remains as an important historic landmark in the City; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act; and,

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on April 10, 2018, pursuant to Ordinance Nos. 2018-23, 2018-4 and 2018-25, approved a Redevelopment Plan (the “*Redevelopment Plan*”) for an area designated as the Downtown Redevelopment Project Area #2 (the “*Project Area*”), which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of “Redevelopment

Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and,

WHEREAS, on July 9, 2019, the City authorized the issuance of a Request for Proposal (the “*RFP*”) from all parties interested in rehabilitating the Subject Property (with a preference for office or retail use and a secondary preference for multi-family residential use) in a manner respecting the historical significance of the Old Jail; and,

WHEREAS, in response to the RFP, the City received a proposal from the Developer to substantially renovate the Subject Property into five (5) residential units and 2,000 to 4,200 square feet of commercial/office retail space while preserving and retaining the historic elements of the Subject Property (“*Project*”); and,

WHEREAS, the Developer has advised the City that it is not economically feasible for the Developer to undertake the Project to improve the Subject Property due to the extraordinary costs required for its redevelopment without financial assistance because of the existence of asbestos and lead base paint and the deteriorating condition of the Old Jail; and,

WHEREAS, the City desires to have the Subject Property redeveloped in order to preserve its historic value to the City and to eliminate the blight factors found at the Subject Property while increasing the tax base of the City and affected taxing districts; providing job opportunities for its residents; and, improving the general welfare of the community; and, therefore, is prepared to convey the Subject Property to the Developer and to reimburse the Developer for certain costs associated with the Project, pursuant to the terms of the Redevelopment Agreement attached hereto.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. That the Redevelopment Agreement by and between the United City of Yorkville and KCJ Restoration, LLC and in the form attached hereto and presented to this meeting is hereby approved and the Mayor is hereby authorized to execute same.

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

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this 27th day of August, 2019.

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

APPROVED:



Mayor

Attest:



City Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND KCJ RESTORATION, LLC**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the 10th day of SEPTEMBER, 2019 (“*Effective Date*”) by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (“*City*”), and KCJ RESTORATION, LLC, an Illinois limited liability company (the “*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The City is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 The City is engaged in the revitalization of its downtown commercial district which includes the property commonly known as 111 West Madison (exclusive of the adjacent parking lot), which property is identified by parcel index number 05-32-287-001 and legally described on *Exhibit A* (the “*Subject Property*”).

1.3 The City has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (collectively, the Corporate Authorities”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act.

1.5 To stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on April 10, 2018, pursuant to Ordinance Nos. 2018-23, 2018-4 and 2018-25, approved a Redevelopment Plan (the “*Redevelopment Plan*”) for an area designated as the Downtown Redevelopment Project Area #2 (the “*Project Area*”), which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of “Redevelopment Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 The Subject Property is improved with a two-story building constructed in 1892 and used as the County Jail and Sheriff’s residence until 1992 (the “*Old Jail*”) and now remains as an important historic landmark in the City.

1.7 On July 9, 2019, the City authorized the issuance of a Request for Proposal (the “RFP”) from all parties interested in rehabilitating the Subject Property (with a preference for office or retail use and a secondary preference for multi-family residential use) in a manner respecting the historical significance of the Old Jail.

1.8 In response to the RFP, the City received a proposal from the Developer to substantially renovate the Subject Property into five (5) residential units and 2,000 to 4,200 square feet of commercial/office retail space while preserving and retaining the historic elements of the Subject Property (“Project”).

1.9 The Developer has advised the City that it is not economically feasible for the Developer to undertake the Project to improve the Subject Property due to the extraordinary costs required for its redevelopment without financial assistance due to the existence of asbestos and lead base paint and the deteriorating condition of the Old Jail.

1.10 The City desires to have the Subject Property redeveloped in order to preserve its historic value to the City and to eliminate the blight factors found within the Subject Property while also increasing the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; providing job opportunities for its residents; and, improving the general welfare of the community; and, therefore, is prepared to convey the Subject Property to the Developer and to reimburse the Developer for certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

ARTICLE 2: CONVEYANCE OF THE SUBJECT PROPERTY

2.1 The City and the Developer agree that upon approval of the proposed Downtown Overlay Zoning District, no rezoning shall be required for the Subject Property. In the event the Downtown Overlay Zoning District is not approved within six months from the Effective Date, the City agrees to complete the required process to approve a text amendment to the City’s zoning code to provide for two (2) residential units on the first floor in a B-1 zoning district to be a Special Use; and, the Developer agrees to submit a petition to the City for a Special Use at the Subject Property. A list of permitted uses in a B-1 zoning district (as would pertain to the commercial portion of the Subject Property) are attached hereto as *Exhibit B*.

2.2 Within thirty (30) days of the Effective Date the City shall convey the Subject Property to the Developer for a purchase price of \$1,000.00 subject to the following conditions:

- (a) The deed of conveyance shall provide that the City shall have a right of first refusal in the event of any conveyance, sale, transfer, gift or exchange of the Subject Property by the Developer as “grantee” until such time as the Project has been completed and certificates of occupancy have been issued by the City for both the residential and commercial units constructed within the Subject Property;
- (b) The deed of conveyance shall provide that title to the Subject Property shall be subject to a covenant running with the land that the historic portion of the Old Jail (as depicted on Exhibit D attached hereto) may not be demolished without the written consent of the City Council;

- (c) The City shall have received and approved final plans for the development of the Subject Property which plans shall conform to the zoning as to be in effect; and,
- (d) The City has received and accepted an estimated budget for the Project demonstrating a total investment of no less than \$800,000 in the Project.

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

ARTICLE 3: CITY OBLIGATIONS

3.1 The City shall grant the Developer a right of first refusal for a period of twenty (20) years from the Effective Date in the event of its conveyance, sale, transfer or exchange of Lots 3 and 4 of Block 28 currently used by the City as a public parking lot.

3.2 Upon satisfaction of the conditions set forth in Sections 2.2(c) and (d) above and the Developer has received any and all permits required to proceed with the Project, the City shall reimburse the Developer for "Redevelopment Project Costs" (as hereinafter defined) subject to the limitations of the TIF Act, Article 4 and 5 of this Agreement, the following amounts:

- (a) Thirty thousand dollars (\$30,000) within thirty (30) days of completion of a new roof in accordance with all applicable code requirements (excluding downspouts and gutters if unavailable) on the condition that said completion of the roof occurs on or before December 1, 2019 or within ninety (90) days of the issuance of the required permit;
- (b) Fifty thousand dollars (\$50,000) within 30 days of completion in accordance with all applicable codes for reimbursement of the cost of abatement of asbestos and remediation of lead-based paint upon completion in accordance with all applicable codes;
- (c) Seventeen thousand five hundred dollars (\$17,500) upon completion of four residential units constructed in that portion of the Old Jail not within the historic part (see Exhibit D) to the extent the four units have met all of the building code requirements to receive a certificate of occupancy but for the final approval of the rezoning of the Subject Property as included in the Downtown Overlay Zoning District or approval of the text amendment to the B-1 Zoning District to permit more than 2 residential units to be constructed on the first floor as a Special Use for the Subject Property;
- (d) Seventeen thousand five hundred dollars (\$17,500) after substantial completion of unleased tenant space for all commercial units, to be defined as roughed -in utilities and drywall (or other code approved wall surfaces) at the Subject Property;

- (e) As to the obligations of the City to pay the amounts due under paragraphs 3.2(a) thru 3.2(d) hereinabove, such obligation to pay is an absolute payment obligation of the City and is exclusive of the maximum incremental reimbursements from TIF Funds provided hereinafter in this Agreement.
- (f) One hundred percent (100%) of the “Incremental Taxes” (as hereinafter defined) generated by the Subject Property and distributed to the City in calendar years 2020, 2021, 2022, 2023, and 2024 so long as substantial completion of the Project has occurred on or before December 31, 2023 and no code violations are found at the Subject Property and no students enrolled in Yorkville school districts reside at the Subject Property.

In the event students attending Yorkville school districts reside at the property, the amount due to the school districts pursuant to the TIF Act shall be deducted from the amount of Incremental Taxes due to the Developer as stated in 3.3 below

3.3 So long as no notice of default has been issued and remains outstanding pursuant to Article 7 of this Agreement, following the payment of amounts due to the Developer pursuant to 3.2 above and subject to the procedures set forth in Article 5 hereof, the City shall reimburse the Developer for Redevelopment Project Costs a maximum of \$150,000 from Incremental Taxes generated from the Subject Property so long as no students attending Yorkville school districts reside at the Subject Property, payments to be made as follows:

- (i) Ninety percent (90%) of the Incremental Taxes distributed to the City in calendar years 2025, 2026, 2027, and 2028;
- (ii) Eighty-five percent (85%) of the Incremental Taxes distributed to the City in calendar years 2029, 2030, and 2031, if necessary; and,
- (i) Eighty percent (80%) of the Incremental Taxes distributed to the City in calendar years 2032, 2033 and 2034; if necessary.

It is understood and agreed that the amounts hereinabove stated to be distributed to the Developer for reimbursement of Redevelopment Project Costs shall be reduced by the amounts due to the Yorkville school districts as required by the TIF Act in the event students attending Yorkville Schools residing at the Subject Property.

As used in this Agreement, “Incremental Taxes” shall mean the amount equal to the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located therein over the initial equalized assessed value of said parcel. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act.

3.4 The City agrees to waive all rezoning costs, building permit fees (including plan review fees), water meter fees, water connection fees, and sewer connection fees for any component of the Project commenced within 5 years from the Effective Date, and for any

additional projects on the historic portion of the Old Jail commenced within 10 years from the Effective Date.

3.5 On or before March 1, 2020, the City shall determine (in its sole discretion) if it intends to construct the water and sewer service line extensions into the Old Jail with the construction of two 1” water service lines and a 6” sanitary service line; or, pay the Developer the sum of fifteen thousand dollars (\$15,000). In the event the City determines not to construct said water and sewer service line into the Old Jail, the Developer shall obtain no less than three (3) written quotes for such work and submit the quotes to the City. Within 21 days of review of such written quotes, the City shall pay the Developer the lesser of the lowest written quote or \$15,000.

3.6 On or before March 1, 2020, the City shall determine (in its sole discretion) if it intends to construct five residential electrical services into the Old Jail. In the event the City determines not to construct said electrical services into the Old Jail, the Developer shall obtain no less than three (3) written quotes for such work and submit the quotes to the City. Within 21 days of review of such written quotes the City shall pay the Developer the lesser of the lowest written quote or five thousand dollars (\$5,000).

ARTICLE 4. MUTUAL UNDERSTANDINGS REGARDING PARKING

4.1 The City and the Developer hereby agree to the following:

- (a) Based upon the mixed use proposal for the development of the Subject Property as the final approved Project, under the current zoning ordinance an estimated maximum twenty-three (23) parking spaces ten (10) stalls for residential and thirteen (13) for all non-residential uses would be required and are available at the site of the Subject Property.
- (b) Pursuant to the City's Zoning Ordinance, all required parking spaces are to be located within 1,000 feet of the use served, which are currently available unless the Subject property is used for residential or hotel use which should then be located within 300 feet.
- (c) The adjacent off-street parking lot to the north of the Old Jail can be utilized to fulfill the site's residential parking needs (ten (10) spaces). The non-residential parking needs may be fulfilled by other identified off-street and on-street parking spaces within 200 feet of the property.
- (d) City acknowledges that the above number of parking spaces set forth in paragraphs 4.2 and 4.3 above complies with all City ordinances and building codes and shall at all times be treated as in compliance with City ordinances and codes, so long as the Subject Property retains its current zoning.

4.2 Current available parking on the area of the Subject Property includes the following:

Seventeen (17) off-street public parking spaces are located north of the Old Jail, plus an additional (3) on-street public parking spaces to the south (Madison Street) are immediately available to the Subject Property. An additional seven (7) striped on-street public parking stalls northeast of the Subject Property on W. Van Emmon Street are available, as well as a County-owned off-street public parking lot east of the Subject Property on W. Madison Street holding approximately thirteen (13) stalls are available. Total available public parking stalls within 200 feet of the Subject Property are forty (40) stalls.

Minimum required parking spaces for the commercial and office uses is three (3) spaces per 1,000 of floor area; one (1) space per lodging unit for the hotel/hospitality use; and two (2) spaces per dwelling unit. Developer and City agree that the handicapped designated spaces shall be in the area for which new parking spaces are provided.

4.3 The City hereby agrees to use its best efforts to construct new parking spaces as depicted on *Exhibit C* attached hereto it being understood that the construction of such the additional parking spaces shall require cooperation from the Developer and Kendall County in order to proceed. In the event additional parking spaces are constructed, the Developer hereby

agrees that the reimbursement of \$150,000 to the Developer for Redevelopment Project Costs pursuant to Section 3.3 shall be reduced by two thousand dollars (\$2,000) up to a maximum of ten thousand dollars (\$10,000) for all parking spaces constructed by the City. The Developer shall have the right to lease the parking spaces, either in-place and those for which a deduction was made from the total reimbursement of \$150,000 portions of which are located within the lot line of the subject property, for the term of this Agreement but only upon approval of $\frac{3}{4}$ (6 members) of the City Council.

ARTICLE 5. PROCEDURES TO REIMBURSE THE DEVELOPER

5.1 The City has established a special tax allocation fund solely for the Project Area (the “*STAF*”) into which the City shall deposit the Incremental Taxes generated from the Project Area. On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes (the “*STAF Allocation Date*”), the portion of Incremental Taxes generated from the Subject Property hereof during the period from the immediately preceding STAF Allocation Date to but not including, the current STAF Allocation Date shall be transferred and deposited into the Old Jail Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used to reimburse the Developer for Project Costs which qualify as Redevelopment Project Costs under the TIF Act pursuant to Sections 3.2 and 3.3, in an amount not to exceed \$150,000.

5.2 THE CITY’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER ARTICLE 3.3 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE OLD JAIL SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

5.3 To establish a right of reimbursement for Redevelopment Project Costs in the amount and for the time periods set forth in Article 3.3, the Developer shall submit to the City a written statement in the form attached to this Agreement as *Exhibit E* (a “*Request for Reimbursement*”) with such paid bills, paid invoices, lien waivers, or other evidence as the City shall reasonably require to evidence the right of the Developer to reimbursement under Article 3.2 and 3.3 of this Agreement an amount not to exceed \$150,000. The City shall have twenty (20) days after receipt of the Request for Reimbursement from the Developer to approve or disapprove the Request for Reimbursement and, if disapproved, to provide the Developer in writing and in detail with an explanation as to why it is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible “Redevelopment Project Costs” under the TIF Act or that it was not incurred and the construction was not completed by the Developer in accordance with all applicable City Code requirements and the provisions of this Agreement. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act, before and after the date of this Agreement, and judicial interpretations of the TIF Act rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify such judicial interpretations but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Developer's Representations Warranties and Covenants. To induce the City to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and understanding as set forth in Article 1 are true, complete, and accurate in all respects.
- (b) Organization and Authorization. Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing. Any claim of Conflict or Breach made by either party in this Agreement shall be subject to all enforcement and cure provisions provided in Article 7 in this Agreement.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against Developer that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction and development of the Subject Properties;
 - (ii) Developer's financial condition;
 - (iii) The level or condition of Developer's assets as of the date of this Agreement; or
 - (i) Developer's reputation

6.2 City's Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the City represents, covenants, warrants and agrees as follows:

- (a) Recitals. All representations and agreements made by the City in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction of the Development.
 - (ii) The ability of the City to perform its obligations under this Agreement.

ARTICLE 7: ENFORCEMENT AND REMEDIES

7.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Subject to the cure provisions provided to each party in paragraph 7.2 hereof.

7.2 Notice: Cure: Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 7, 30 days after notice of any breach delivered in accordance with Section 9.10 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 7.4 and 7.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 7.2, then, except as specifically provided otherwise in the following sections of this Article 7 and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default

shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

7.3 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- (c) Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, insolvency, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

7.4 Remedies for Default By Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City, pursuant to Section 7.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this

Agreement. Subject to the cure provisions in paragraph 7.2 of this Agreement.

- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken. Subject to the cure provisions in paragraph 7.2 of this Agreement.

7.5 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Properties; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in connection with or as a result of: (i) the performance of the City's representations, warranties and covenants under Article 6 of this Agreement; (ii) the City's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. If Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, in the event the City is determined to be the prevailing party.

7.6 Events of Default by City. Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be

considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

7.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, pursuant to Section 7.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. In the event any action is maintained by the City against Developer, and the City is found to be the non-prevailing party, the City shall reimburse Developer for any costs and reasonable Attorneys fees incurred in enforcing claim under this Agreement as the prevailing party.

ARTICLE 8: GENERAL PROVISIONS

8.1 Maintain Improvements in Good and Clean Condition: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Properties by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

8.2 Liability and Indemnity of City.

- (a) No liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Properties or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement,

claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 5 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

- (c) Defense Expenses. Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

The City agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing the financial assurances required herein, the liability of Developer shall be released to the extent of the transferee's assumption of such liability.

8.6 No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.

8.7 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 9. TERM

Term. This Agreement shall be in full force and effect upon its execution by the parties and terminate December 31, 2041.

ARTICLE 10. NOTICES

10.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth

below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

KCJ Restoration, LLC
c/o 805 Milwaukee Ave, Suite 400
Chicago, IL 60642

Daniel Kramer
1107 South Bridge Street, Suite A
Yorkville, Illinois 60560

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

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

Kathleen Field Orr
Kathleen Field Orr & Associates
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 11. IN GENERAL

11.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

11.2 No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.

11.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

11.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: J PR
Mayor

By: Lisa Pickering
City Clerk

Date: SEPTEMBER 10, 2019

KCJ Restoration, LLC

By: [Signature]
Manager

By: _____
Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

Attest:

By: _____
Mayor

By: _____
City Clerk

Date: _____, 2019

KCJ Restoration, LLC

By: _____
Manager


By:  _____
Manager

Exhibit A
Legal Description

LEGAL DESCRIPTION

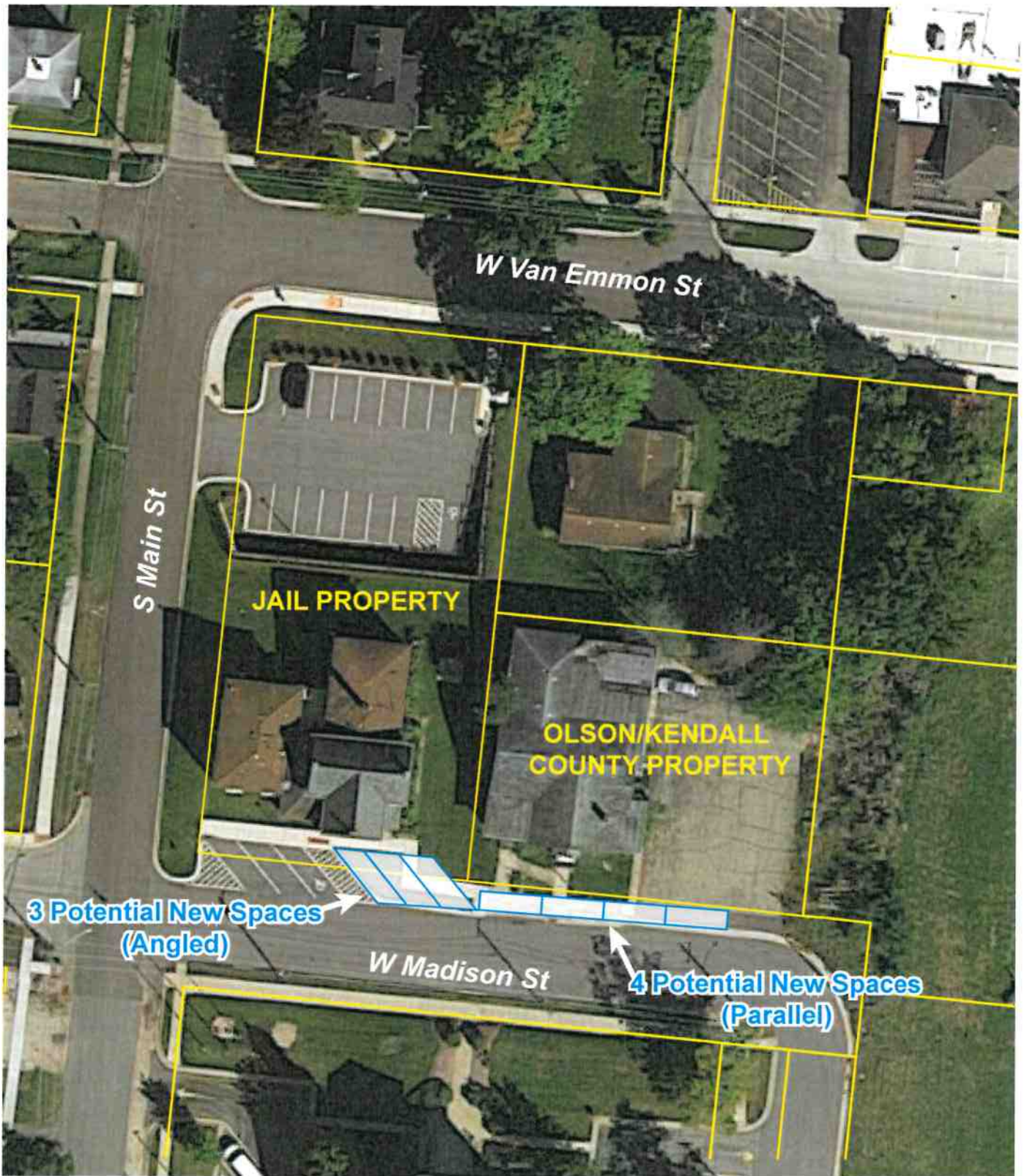
LOTS 1 AND 2 IN BLOCK 28, IN THE ORIGINAL VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Exhibit B

List of permitted uses within the B-1 zoning district

- Multi-family dwelling above first for business or live work space with maximum of two apartments
- College, junior college
- Library
- Religious institution
- Advertising Agency
- Antique Sales
- Bakery
- Bank
- Beauty/Barber Shop
- Bookkeeping Services
- Boat Sales
- Bookstore
- Clothes-Pressing and Repair
- Private Club
- Coffee Shop
- Commercial Laboratory
- Trade school
- Detective Agency
- Dressmaker
- Dry Cleaning
- Employment Office
- Funeral Home
- Grocery Store
- Liquor Store
- Massage Establishment
- Medical Clinic
- Microbrewery
- Pawnbrokers
- Photography
- Post Office
- Professional Services
- Radio and Television Studio
- Recreation Center
- Resale Dealers
- Restaurant
- Retail Store
- Shoe Repair
- Tattoo Establishment
- Treatment Center

Exhibit C
Potential new parking spaces



	COUNTY JAIL ADDITIONAL POTENTIAL PARKING UNITED CITY OF YORKVILLE, ILLINOIS	
	ADDRESS: 800 Game Farm Road, Yorkville Illinois	DATE: August 6, 2019
	DATA: All permit data and geographic data are property of the United City of Yorkville	
	LOCATION: (I:)//Community Development/Jail Map.pdf	

Exhibit D

Boundaries of historic portion of building

OLD COUNTY JAIL | Approximate Distances and Building Footprint Areas



Exhibit E
Request for Reimbursement

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

To: KCJ Restoration
c/o 805 Milwaukee Ave, Suite 400
Chicago, IL 60642

Re: Redevelopment Agreement, dated _____, by and between the United City of Yorkville, Kendall County, Illinois, and KCJ Restoration, LLC (“Developer”)

Dear Sir:

You are requested to disburse funds from the Old Jail Sub-Account pursuant to the Redevelopment Agreement described above in the amount(s), and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Amount to be Disbursed: \$ _____
2. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for eligible Redevelopment Project Costs.
3. The undersigned certifies that:
 - (i) the amounts included in 1 above were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (iv) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$150,000.00.
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
4. Attached to this Request for Reimbursement are copies of invoices or bills of sale and Mechanic’s Lien Waivers for the Project.

Date: _____

By: KCJ Restoration, LLC

Manager

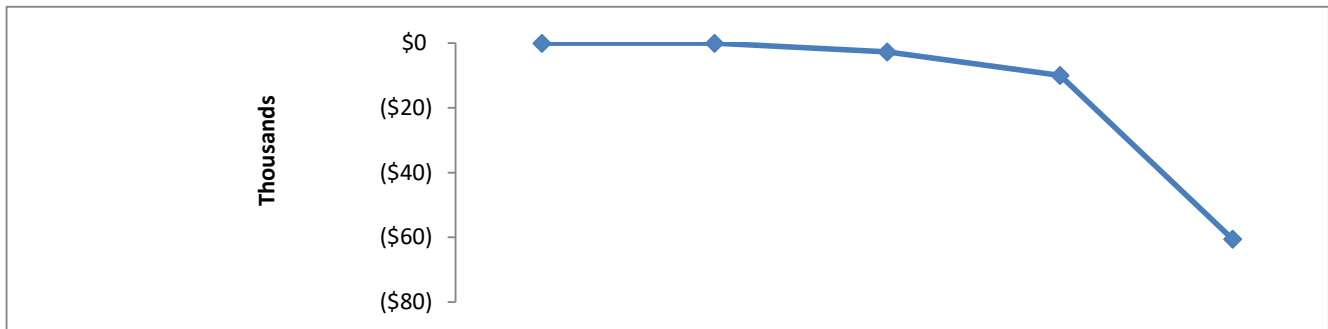
APPROVED: United City of Yorkville, an Illinois municipal corporation

Date: _____

DOWNTOWN TIF II FUND (89)

The Downtown TIF II was created in 2018, in order to help promote downtown redevelopment and support the existing Downtown TIF.

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue					
Taxes	-	-	-	-	24,171
Investment Earnings	-	-	-	-	-
Total Revenue	-	-	-	-	24,171
Expenditures					
Contractual Services	-	-	2,736	35,000	82,000
Total Expenditures	-	-	2,736	35,000	82,000
Surplus (Deficit)	-	-	(2,736)	(35,000)	(57,829)
Ending Fund Balance	0	0	(2,736)	(10,000)	(60,565)



United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND REVENUE

Account	Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020	FY 2020
					Adopted Budget	Amended Budget
Taxes						
89-000-40-00-4000	PROPERTY TAXES	-	-	-	-	24,171
	Total: Taxes	\$0	\$0	\$0	\$0	\$24,171
Investment Earnings						
89-000-45-00-4500	INVESTMENT EARNINGS	-	-	-	-	-
	Total: Investment Earnings	\$0	\$0	\$0	\$0	\$0
	Total: DOWNTOWN TIF II REVENUE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$24,171</u>

United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND EXPENDITURES

Account	Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Contractual Services						
89-890-54-00-5425	TIF INCENTIVE PAYOUT	-	-	-	-	80,000
89-890-54-00-5462	PROFESSIONAL SERVICES	-	-	2,736	10,000	2,000
89-890-54-00-5470	FACADE REHAB PROGRAM	-	-	-	25,000	-
	Total: Contractual Services	\$0	\$0	\$2,736	\$35,000	\$82,000
	Total: DOWNTOWN TIF II EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$2,736</u>	<u>\$35,000</u>	<u>\$82,000</u>

UNITED CITY OF YORKVILLE, ILLINOIS

Notes to the Financial Statements
April 30, 2012

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued

BUDGETARY INFORMATION – Continued

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior the May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.
- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

EXCESS OF ACTUAL EXPENDITURES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures over budget as of the date of this report:

Fund	Excess
Fox Hill Special Service Area	\$ 860
Land Cash	35,836
Countryside TIF	42
Municipal Building	750

DEFICIT FUND EQUITY

The following funds had deficit fund equity as of the date of this report:

Fund	Deficit
Land Cash	\$ 294,778
Municipal Building	579,374
Recreation Center	220,001



Reviewed By:	
Legal	<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 #5

Tracking Number

CC 2020-65

Agenda Item Summary Memo

Title: Green Organics Settlement Agreement

Meeting and Date: City Council – August 25, 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:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 6, 2020
Subject: Green Organics Settlement Agreement

Summary

Consideration of a settlement agreement between the City, Green Organics, Bristol Ventures, and Midwest Materials Management to allow operation of a yardwaste composting facility in the Westbury Village subdivision within City limits until 2023/2024.

Background

This item was last discussed by the City Council in Spring 2014, when the City Council approved an amendment to the annexation agreement for the Westbury Village subdivision which allowed Green Organics to operate a composting facility on a portion of the property (map attached) until January 2019. As January 2019 approached, Green Organics renegotiated their land lease and notified the City they intended to continue operating on the property until 2023. The City disputed that the annexation agreement allowed that, and Green Organics filed suit against the City shortly thereafter. The attached document is a settlement agreement negotiated by the parties since 2019.

The summary of the settlement agreement is as follows:

- 1) The property may continue to be used as a composting facility until March 2023, at which point decommissioning must begin. All decommissioning must be complete by March 2024.
- 2) The decommissioning process will be done under the standards of, and controlled by, the IEPA.
- 3) At the end of the decommissioning process, the City will be given the opportunity to review the property and verify that the project is fully decommissioned. In a scenario where the City believes the property is not decommissioned, the City must provide notice and the two entities will try to resolve the matter.
- 4) The City agrees to investigate odor complaints as soon as they are received and provide prompt notice of the complaint to the operator.
- 5) The City agrees to run a test of the area around the property when an odor complaint is received, and the City agrees to give the operator a copy of the test outcome.
- 6) The operator agrees to respond to the City after receipt of a notice of a violation, resulting from the odor test.
- 7) The operator agrees to immediately address and provide a written response within a period of time, for any non-odor related complaints (i.e. property maintenance issues).

- 8) The operator agrees to pay the City a tipping fee of \$0.25 per ton (roughly \$1,000 to \$2,000 annually).
- 9) Annexation agreement sections remain in place, generally. The section related to the 1/8 mile development of the adjacent property resulting in closure of the property within 3 years is rendered moot because the term of the agreement is less than three years.
- 10) The operator agreed to pay attorney fees if the City is the prevailing party in a further action to enforce the agreement.

Recommendation

Staff recommends approval of the settlement agreement.

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A SETTLEMENT AGREEMENT BY AND AMONG THE UNITED CITY OF YORKVILLE, ILLINOIS, GREEN ORGANICS, INC., BRISTOL VENTURES, LLC AND MIDWEST MATERIALS MANAGEMENT, LLC

WHEREAS, on September 9, 2004, the United City of Yorkville, Kendall County, Illinois (the “City”) entered into an Amendment to a certain Annexation Agreement (the “*First Amendment*”) with the owners of approximately 300 acres of land generally located south of Galena Road and west of Illinois Route 47 and known as the Westbury Village Subdivision (“*Westbury*”); and,

WHEREAS, as of September 9, 2004, 14.62 acres of Westbury has been utilized by Green Organics, an Illinois corporation, as a composting facility for landscape waste and food waste which Green Organics, operated by Midwest Materials, LLC; and,

WHEREAS, on March 11, 2014, Green Organics requested a reconfiguration of its operation to approximately 13.73 acres of land in the City of which 9.5 acres are located within the Westbury in order to add taller wind rows and increase the capacity of its operation and, as a result of this request, the City entered into a Second Amendment to the original Annexation Agreement; and,

WHEREAS, the City and the owner have disputed the length of the term of the uses, permits and approvals as provided under the Second Amendment which dispute resulted in litigation; and,

WHEREAS, the parties are now prepared to settle and dispose of all issues and claims asserted against each other as set forth in the Settlement Agreement attached hereto; and,

WHEREAS, the Mayor and City Council have reviewed the proposed Settlement Agreement and believe it to be in the best interests of the City to proceed with the settlement of this matter in accordance with the terms set forth in the Settlement Agreement.

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

Section 1. That the Settlement Agreement by and between the United City of Yorkville, Illinois, Green Organics, Inc., Bristol Ventures, LLC and Midwest Materials Management, LLC and in the form attached hereto and presented to this meeting is hereby approved and the Mayor is hereby authorized to execute said Agreement.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

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

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and among the United City of Yorkville, Illinois (the “City”), Green Organics, Inc. (identified as “Green Organics” herein and as the “Composter” in the Second Amendment), Bristol Ventures, LLC (identified as “Bristol Ventures” herein and as the “New Owner” in the Second Amendment), and Midwest Materials Management, LLC (“Midwest”) (collectively, the “Parties”) on this 25th day of August 2020 (the “Effective Date”).

RECITALS

A. WHEREAS, on September 9, 2004, the City entered into an Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (the "First Amendment") with all of the owners of approximately 300 acres of land generally located south of Galena Road and west of Illinois Route 47 and known as the Westbury Village Subdivision ("Westbury").

B. WHEREAS, as of the date of the First Amendment, 14.62 acres of Westbury was utilized by Green Organics, an Illinois corporation, as a composting facility for landscape waste and food waste which Green Organics, through Midwest, continues to use for said purposes as of the date hereof.

C. WHEREAS, Bristol Ventures, the successor to the Estate of Henrietta Undesser, deceased, and the Estate of Richard J. Undesser, Sr., deceased (the “Prior Owners”), on behalf of Green Organics, approached the City with a proposal to eliminate 10.5 of the original 14.62 acres in the City and reconfigure its operation to approximately 13.73 acres of land in the City of which 9.5 acres are located within Westbury in order to add taller wind rows and increase the capacity of its operation.

{00366990}

Initials:

The City: _____ Green Organics: gm Bristol Ventures: _____ Midwest: _____

D. WHEREAS, as a result of that request, Bristol Ventures and the City entered into the Second Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (the "Second Amendment") on March 11, 2014.

E. WHEREAS, the Second Amendment amended the Amendment to Annexation Agreement, Annexation Agreement and Planned Unit Development Agreement (the "First Amendment"), pursuant to Section 32F of the First Amendment, to authorize the use of the aforementioned approximately nine and one-half (9.5) acres of land in Westbury as depicted on *Exhibit A* attached to the Second Amendment (the "subject property") as a composting facility.

F. WHEREAS, the Parties are now in dispute regarding the length of the term of the uses, permits and approvals allowed under the Second Amendment.

G. WHEREAS, as a result of said dispute, Green Organics and Bristol Ventures initiated litigation in the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois, in the case entitled *Green Organics, Inc. & Bristol Venture, LLC v. United City of Yorkville*, Case No. 2019MR000027 (the "Lawsuits"). The Lawsuits involve and include the following:

1. Green Organics and Bristol Ventures filed their Complaint for Declaratory Judgment against the City seeking a declaratory judgment that Green Organics and Bristol Ventures were allowed to continue composting operations on the subject property;
2. The City filed an Answer and Affirmative Defense to Complaint for Declaratory Judgment and Counterclaim against Green Organics and Bristol Ventures seeking a declaratory judgment that the uses, permits and approvals allowed under the Second Amendment terminated on January 14, 2019 and seeking to enjoin Green Organics and Bristol Ventures from allowing Midwest to operate the composting facility on the subject property; and
3. The City filed a Third-Party Complaint for Injunctive Relief against Midwest seeking to enjoin Midwest from operating the composting facility on the subject property.

H. WHEREAS, the Parties desire to settle and dispose of all of the claims that the Parties have against each other (excluding any potential claims stemming from or pursuant to the August 31, 2016 Agreement entered into between Green Organics and Midwest) and avoid the expense and inconvenience of litigation.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, covenants, and terms contained in this Agreement, the Parties agree as follows:

1. The foregoing Recitals are incorporated into and made a part of this Agreement.
2. The Parties agree that the uses, permits and approvals allowed under the Second Amendment shall continue until March 4, 2023, subject to all of the same conditions and provisions set forth in the Second Amendment and as modified by the terms of this Agreement.
3. A temporary special use, as set forth under Section 2 of the Second Amendment, to continue operation of the compost facility will be permitted until March 4, 2023, (said temporary special use is subject to the modified *Section 4(h)(i)-(vi)* of the Second Amendment as set forth under Paragraph 8 of this Agreement).
4. The Parties acknowledge and agree that the March 4, 2023 termination date may be extended to a later date if and only if all of the Parties agree. Any such agreement must be in writing and signed by all of the Parties and will be subject to all of the same conditions and provisions set forth in this Agreement and in the Second Amendment.
5. The City approves Midwest as a New User of the subject property and the composting facility on the subject property.

6. No expansion or reconfiguration of the composting operations located on the subject property is permitted during the term of the Second Amendment as modified by this Agreement, unless otherwise approved by the City.

7. Section 4(g) of the Second Amendment is null and void.

8. Section 4(h) of the Second Amendment is null and void, and replaced with the following modified Section 4(h)(i)-(vi):

Section 4.

[...]

- h. Green Organics and Midwest must complete the full decommissioning and site restoration process in accordance with the closure plan and in accordance with Section 830.213 Standards for Compost Facilities of the IEPA (the "Closure Process"), no later than one (1) year after the agreed termination date or by March 4, 2024.
 - i. On or before March 4, 2023, Green Organics and Midwest must submit to the City a written closure plan for the subject property in compliance with Section 830.213 Standards for Compost Facilities of the Illinois Environmental Protection Act ("IEPA").
 - ii. Upon full completion of the Closure Process, Midwest shall issue to the City a "Certificate of Completion" consisting of an affidavit stating that the subject property has been fully decommissioned and restored in accordance with the closure plan and in accordance with Section 830.213 Standards for Compost Facilities of the IEPA.
 - iii. Completion of the Closure Process will be subject to the United City of Yorkville's city engineer certification that decommissioning and site restoration has been fully completed in accordance with the closure plan and in compliance with IEPA Section 830.213 Standards for Compost Facilities.
 - iv. Within seven (7) business days of receiving Midwest's Certificate of Completion, the City shall issue to Green Organics and Midwest either:
 - 1. A written notice of the City's approval of Midwest's Certificate of Completion and confirmation that a city engineer has certified that the Closure Process has been fully completed in accordance with the

closure plan and in compliance with IEPA Section 830.213 Standards for Compost Facilities; or

2. A written notice of the City's denial of Midwest's Certificate of Completion and of its findings suggesting that the subject property has not been fully decommissioned and restored in accordance with the closure plan and in accordance with IEPA Section 830.213 Standards for Compost Facilities, advising with specificity what requirements under the closure plan and/or IEPA Section 830.213 Standards for Compost Facilities the City is claiming were not fully met/completed.

Any such written notice by the City shall be sent via email to:

Joe Mazza
President
Green Organics, Inc.
jmazza@mcminc.net

and

Veronica Berglund
Partner
Midwest Materials Management, LLC
veronica@mwcompanies.com

- v. In the event that the City issues to Green Organics and Midwest a written notice of its denial of Midwest's Certificate of Completion (pursuant to subparagraph 4(h)(iv)(2) above), Midwest will have fourteen (14) days from the date of receiving such written notice during which to complete, correct, remedy, or otherwise address the reportedly incomplete requirements indicated by the City and to respond to the City by submitting a revised Certificate of Completion in accordance with subparagraph 4(h)(ii) above.
- vi. The Parties acknowledge and agree that, pursuant to IEPA §830.604 and §830.605, Midwest previously established and continues to maintain a cash reserve account with Byline Bank containing financial assurance funds (hereinafter the "Byline Bank Account").

The Parties acknowledge and agree that, pursuant to IEPA §830.604 and §830.605, the financial assurance funds maintained in the Byline Bank Account must be used by Midwest to cover the cost of closure (decommissioning and site restoration), and that Midwest must maintain full funding in the Byline Bank Account (in an amount equal or greater than

the amount previously provided as a written cost estimate in the financial assurance plan) pending the expenditure of such funds to cover the costs of closure (decommissioning and site restoration).

Furthermore, Midwest agrees and understands that, pursuant to IEPA §830.604, any financial assurance funds remaining in the Byline Bank Account after completion of full decommissioning and site restoration of the subject property cannot and will not be released to Midwest for unrestricted use until Midwest receives written notice from the City, in accordance with subparagraph 4(h)(iv)(1) above, approving Midwest's Certificate of Completion and confirming that a city engineer has certified that decommissioning and site restoration has been fully completed in accordance with the closure plan and in compliance with IEPA Section 830.213 Standards for Compost Facilities. Upon receiving such written notice from the City (pursuant to subparagraph 4(h)(iv)(1) above), any and all financial assurance funds remaining in the Byline Bank Account will be released to Midwest for unrestricted use (pursuant to IEPA §830.604(c)). The City agrees that it will not unnecessarily delay providing its written notice.

9. The City will timely investigate any and all complaints received by it regarding violations of any City Ordinance as they pertain to Green Organics and/or Midwest's operations that are located within the City of Yorkville.

a. No later than two (2) business days after receiving any such complaint or upon the City's own investigation into any potential City Ordinance violation, the City will provide written notice of the complaint or City Ordinance violation to Green Organics and Midwest via email to:

Joe Mazza
President
Green Organics, Inc.
jmazza@mcminc.net

and

Veronica Berglund
Partner
Midwest Materials Management, LLC
veronica@mwcompanies.com

b. In the event that any City Ordinance violation or any such complaint received by the City is related to odor, the City will investigate the complaint/potential City Ordinance violation and perform odor testing in the area/location within the City of Yorkville that the complaint/potential City Ordinance violation stems from as soon as practicable. For complaints received during the City's hours of operation (except for a complaint received during the last two hours before closing), the City will perform said odor testing on the date the complaint is made and as close to the time of the complaint as reasonably possible. For complaints received outside of the City's hours of operation (or less than two hours before closing), the City will perform said odor testing on the next business day. The method used by the City to perform any such odor testing will be by measuring and quantifying the odor in the ambient air in the area/location within the City of Yorkville that the complaint stems from using an ASTM certified portable odor detecting and measuring device known as a field olfactometer.

i. No later than two (2) business days after performing any such odor testing, the City will send Green Organics and Midwest written notice of its findings including the following information: the date and time the complaint was made; the area/location within the City of Yorkville that the complaint stems from; the outdoor temperature, wind condition, and ambient air reading from an ASTM certified field olfactometer device measured in said area/location within the City on the date the complaint was made and as close to the time of the complaint as reasonably possible; and all such other information that is relevant to the complaint and the

City's investigation of the same. Such written notice shall be sent via email to:

Joe Mazza
President
Green Organics, Inc.
jmazza@mcmine.net

and

Veronica Berglund
Partner
Midwest Materials Management, LLC
veronica@mwcompanies.com

- ii. In the event that the field olfactometer device measurement from any such odor testing exceeds that threshold set forth in the ASTM Standard of Practice E679-91, Green Organics and/or Midwest shall take steps to immediately correct the conditions that are causing the odor. Additionally, within five (5) business days of receiving written notice of the City's findings, Midwest shall send the City a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of, via email to:

Peter Ratos
Building Code Official
pratos@yorkville.il.us

- c. In the event that any City Ordinance violation or any such complaint received by the City is related to conditions other than odor, Green Organics and/or Midwest shall take steps to immediately correct any such conditions that are determined reasonably to be a violation of the City's ordinances;

- i. Within seven (7) days of receiving any such complaint/potential City Ordinance violation, Midwest shall send the City a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of, via email to:

Peter Ratos
Building Code Official
pratos@yorkville.il.us

10. Green Organics agrees to pay to the City an annual fee for tipping in the amount of twenty-five cents (\$0.25) per ton of composting material received at the composting facility. All fees due to the City shall be paid by Green Organics to the City on or before January 31st of each year for the prior calendar year. Green Organics shall submit documentation of the annual amount of composting material received at the composting facility with the payment. Failure by Green Organics to pay any amounts due under this paragraph when due shall cause interest at 1.5% per month to be paid by Green Organics.

- a. Any and all amounts due to the City pursuant to Paragraph 10, including any potential interest, shall be borne by and remain the sole responsibility of Green Organics. These costs will not be passed on to Midwest in any way or form.
- b. Midwest is required to cooperate with Green Organics and the City to provide documentation showing only the total annual amount of composting material received at the composting facility to the extent such information is in the exclusive control of Midwest.

11. Any and all complaints received by the City regarding violations of any Kendall County ordinance as they pertain to Green Organics and/or Midwest's operations that are located within Kendall County shall be forwarded to Kendall County and to Green Organics and Midwest

in writing. No later than two (2) business days after receiving any such complaint, the City will provide written notice of the complaint received by it to Green Organics and Midwest via email to:

Joe Mazza
President
Green Organics, Inc.
jmazza@mcminc.net

and
Veronica Berglund
Partner
Midwest Materials Management, LLC
veronica@mwcompanies.com

12. Within fourteen (14) days after the execution of this Agreement by all Parties, counsel for the Parties shall execute a joint stipulation of dismissal of the Lawsuits with prejudice and without costs. The fully executed stipulation shall be filed with the Court and the Parties shall submit to the Court at the earliest practicable time a dismissal order based on the stipulation, which shall contain a provision that to the extent permitted by law, the Court shall retain jurisdiction to enforce this Agreement.

13. The Parties agree that each of the Parties shall bear its own costs, attorneys' fees and other expenses incurred in connection with the Lawsuits and the negotiation and preparation of this Agreement. However, nothing in this Agreement, and specifically in this Paragraph 13, shall be interpreted or construed as a waiver of any potential claims stemming from or pursuant to the August 31, 2016 Agreement entered into between Green Organics and Midwest.

14. Should any of the Parties, after the Agreement is deemed to be fully executed pursuant to Paragraph 19 below, institute further legal proceedings, or employ an attorney to institute further legal proceedings, in any way related to this Agreement and/or seeking to enforce

any of the provisions in this Agreement, or to protect its interest in any matter arising under this Agreement, or seeking to collect damages for any breach of this Agreement, or to cause any party to complete, correct, remedy, or otherwise address the reportedly incomplete requirements, in order to fully complete the Closure Process in accordance with the closure plan and in accordance with IEPA Section 830.213 Standards for Compost Facilities, modified *Section 4(h)(i)-(vi)* of the Second Amendment as set forth under Paragraph 8 of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred therein, including such party's reasonable attorneys' fees and expenses. "Prevailing party" shall mean a party that is successful on any significant issue in the action and achieves some benefit in bringing suit, when it receives a judgment or court order in its favor, or when it achieves an affirmative recovery. A Prevailing party need not win on all claims.

15. This Agreement, including any other writings incorporated by reference herein, contains the entire understandings and agreements of the Parties with respect to the subject matter hereof. All oral or written agreements between the Parties prior to the Effective Date of this Agreement and which relate to this Agreement and the matters set forth herein are declared null and void, except for any and all agreements, documents, leases, and other writings incorporated by reference herein. Specifically, the August 31, 2016 Agreement entered into between Green Organics and Midwest is incorporated by reference herein and, as such, is still valid and binding.

16. Any modification and/or amendment to this Agreement shall be made in writing and executed by all Parties.

17. This Agreement is the compromise of disputed claims and is intended to amicably resolve disputes and to avoid extensive and uncertain litigation. Nothing contained in this

Agreement shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein.

18. It is understood and agreed by the Parties that this Agreement shall be construed without regard to any presumption or other rule requiring construction or interpretation against the drafting party.

19. This Agreement may be executed in counterparts, each of which shall be deemed to be an original as against any Parties whose signatures appear thereon, and all of which together shall constitute one and the same Agreement. The Agreement shall be deemed to be fully executed when one or more counterparts, individually or taken together, shall bear the signatures of each of the persons reflected as signatories. Signatures that are photocopied, scanned, emailed, faxed, or otherwise electronically reproduced or transmitted shall be deemed to be originals.

20. The Parties agree that no third party shall have any rights under this Agreement.

21. Each of the Parties represents and warrants that it has full, complete, and valid authority to execute this Agreement, to settle and release all claims covered by this Agreement, and to effect any and all actions contemplated in this Agreement. The signatories to this Agreement further represent that they have the necessary authority to bind their respective Parties.

22. If any provision in this Agreement is adjudicated invalid or unenforceable by a judicial body of competent jurisdiction, but said judicial body determines that such provision would be valid and enforceable if its scope was limited, then the Parties hereby authorize and direct such judicial body to limit the scope of such provision in the minimum amount it deems necessary to make such provision valid and enforceable to the fullest extent permissible under the laws and public policies of that jurisdiction. If any provision of this Agreement is adjudicated invalid or unenforceable by a judicial body of competent jurisdiction, and the judicial body making such

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Initials:

The City: _____ Green Organics: gm Bristol Ventures: _____ Midwest: _____

determination, also, determines that it could not be made valid and enforceable by a limitation thereon, then such provision shall be deleted, and all other provisions of this Agreement shall, in all other respects, remain unmodified and continue in full force and effect, and their validity shall not be affected, provided that the remaining parts, terms, and provisions of the Agreement can be construed in substance to constitute the agreement the Parties intended to enter. This provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

23. This Agreement shall be governed by the law of the state of Illinois.

24. This Agreement may not be assigned by any party without the advance written consent of the other Parties. Any assignment in violation of this provision shall be void.

25. This Agreement is subject to and conditioned upon approval by the Yorkville City Council.

Remainder of Page Intentionally Left Blank; Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date appearing hereafter.

UNITED CITY OF YORKVILLE

BRISTOL VENTURES, LLC

By: _____

By: _____

Its: Mayor _____

Its: _____

Print name: _____

Print name: _____

Dated: _____

Dated: _____

GREEN ORGANICS, INC.

MIDWEST MATERIALS MANAGEMENT, LLC

By: Joseph Mazza _____

By: _____

Its: President _____

Its: _____

Print name: JOSEPH MAZZA _____

Print name: _____

Dated: AUG 13 2020 _____

Dated: _____



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2020-66

Agenda Item Summary Memo

Title: FY 21 Budget Update

Meeting and Date: City Council – August 25, 2020

Synopsis: Please see attached.

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:



Memorandum

To: Administration Committee
From: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: August 20, 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 August 11th 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%.
 - c. June 10, 2020 Update – Originally the BLS reported that after declining by 20.7 million in April, non-farm payrolls increased by 2.5 million in May, causing unemployment to fall from 14.7% to 13.3%. Initially this report was viewed positively, as most economists had forecasted the national unemployment rate to rise to 19% by the end of May. However, the BLS later disclosed that the jobs report contained a misclassification error, that not only affected May, but April and March as well. Revised projections put April unemployment at 19.7%,

falling to around 16% in May. Moreover, the Federal Reserve continues to anticipate a slow economic recovery, predicting unemployment to be at 9.3% at the end of 2020, followed by a further decline to 6.5% by the end of 2021 (unemployment was 3.5% at the end of 2019).

- d. July 23, 2020 Update – After adding 2.7 million jobs in May, employers added a record 4.8 million jobs in June, as the national unemployment rate dipped to 11.1%. Closer to home, the state unemployment rate continues to track above the national rate at 14.6%; down from its peak of 17.2% in April.
 - e. **August 20, 2020 Update** – The unemployment rate continued to decline in July, finishing at 10.2%, as employers added 1.8 million jobs to their payrolls. Supplemental weekly unemployment benefits in the amount of \$600, funded by the Federal government’s CARES program, expired at the end of July; as Congress continues to debate the possibility of a second stimulus program.
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 Update – 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.
 - d. June 10, 2020 Update – June’s allotment of income tax came in at \$118,791, which is essentially even with last June’s allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in

comparison to last year; but \$34,000 better than what was projected last month. The City had been estimating a per capita income tax revenue of \$85, based on GOMB estimates and early IML income tax narratives for FY 21, but these most recent figures have caused IML to issue a FY 21 per capita estimate of \$97. If \$97 per capita comes to fruition in FY 21, that would match the FY 20 actual figures (i.e. revenues are flat). Finally, it appears that the income tax payment extensions have had minimal impact on income tax revenues.

- e. **July 23, 2020 Update** – July’s income tax proceeds totaled \$188,635, which is about 6% higher than the prior year’s allotment of \$178,400. Thus far income tax proceeds have continued to defy earlier GOMB estimates, which were anticipating a ~7% decline for FY 21. As mentioned last month, the IML currently has income tax pegged at \$97 per capita. Assuming this prediction holds, the City’s income tax would total around \$1.85M for FY 21, which would be similar to FY 20 totals, but approximately \$50,000 under FY 21 budget amounts.
 - f. **August 20, 2020 Update** – August income tax proceeds, which totaled \$257,905, more than double in comparison to the amount received in the prior year (\$127,883 - August 2019); ostensibly due to the extension of the State tax filing deadline to July 15th. This year-over-year increase of ~\$130,000 helps offset the sharp decrease experienced in May, when income tax proceeds declined by ~\$190,000. The IML estimate remains at \$97 per capita for FY 21 – which would equate to an annualized amount of \$1.85M for the City. Assuming the IML estimate comes to fruition, FY 21 income taxes would be ~\$50,000 below the budgeted amount of \$1.897M; but \$100,000 better than our current projection for FY 21 of \$1.75M (this worse case figure assumes that the referendum this November authorizing a graduated State income tax rate fails and results in a further cuts to the LGDF, which would result in a year-over-year decrease of 6.5%).
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.
 - b. **June 10, 2020 Update** - The April state sales tax report was released on June 4, 2020. This April report covered March consumer sales, which was the first month impacted by the pandemic, as the Governor’s shelter in place order went into effect on March 20th. Despite the temporary closure of all businesses deemed “non-essential” and the suspension of dining room service for restaurants, sales

tax proceeds came in slightly higher than last year (\$255,881 for June 2020 vs. \$254,112 in June 2019). Sales tax is expected to finish at ~\$3.22M for FY 20, which is better than the approved budget and better than our own internal estimates. It appears that the option to defer payments has not impacted our sales tax figures.

- c. July 9, 2020 Update - The May state sales tax report was released on July 9, 2020. This May report covered April consumer sales, which was the first full month impacted by the pandemic, as the Governor's shelter in place order, which initially went into effect on March 20th, was extended through April 30th. Despite the continued closure of all businesses deemed "non-essential" and the suspension of dining room service for restaurants, sales tax proceeds came in only marginally lower (0.77%) than last year (\$257,366 for July 2020 vs. \$259,358 in July 2019). Based on sales tax trends over the last two months, management has revised its FY 21 sales tax projections to around \$3 million, which is about a 7% decline from the FY 20 actual amount of ~\$3.22M (unaudited). As stated last month, it appears that the option to defer payments has not had any material impact on our sales tax figures. Despite the resilience of municipal sales taxes, Non-Home Rule (NHR) taxes have not fared nearly as well. After declining year-over-year by 6% last month, July's allotment for NHR sales taxes came in at 87% of last year's amount. Ostensibly the reason for this decline is that most consumers are purchasing items that are exempt from NHR sales taxes (i.e. food, drug, medical appliances, etc.). Current FY 21 projections put NHR Sales at ~\$2.08M, which is a decline of approximately 14% in comparison to the FY 20 amount of \$2.41M (unaudited).
 - d. August 6, 2020 Update – The June state sales tax report was released on August 6th. This June report covered May consumer sales, which was the second full month impacted by the pandemic, as the Governor's orders were extended through the end of May and the state spent all of the month in phase 2 of the Restore Illinois plan. Despite the continued closure of all businesses deemed non-essential and the suspension of indoor dining service, sales tax proceeds came in flat (0.12% growth) compared to last year. As mentioned in the July 9th update above, we have revised our FY 21 regular sales tax estimate to \$3 million, and this June state sales tax report amount is slightly better than our model would expect (i.e. evidence supporting that FY 21 regular sales tax could be higher than \$3 million). However, non-home rule sales taxes are down 20% year over year, which indicates non-essential purchases are being delayed by consumers. Further, this phenomenon is being observed in municipalities across the region. We will be monitoring these figures going forward for further changes to the FY 21 non-home rule sales tax figures.
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.
 - c. July 23, 2020 Update – MFT proceeds declined by ~25% in comparison to July of 2019, as presumably fewer people are traveling, for both work and leisure, due to the ongoing pandemic. July MFT was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds (which are tracked as a percentage of regular MFT amounts) came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
 - d. **August 20, 2020 Update** – Once again MFT proceeds declined by 25% in comparison to last August (\$43,968), coming in at \$32,706. After a slight year-over-year increase of 2% in April, MFT proceeds have declined by an average of ~25% over the last four months; presumably as large segments of the workforce continue to work remotely. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.
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.
 - b. June 10, 2020 Update – The June 5th due date for the April utility bills was within normal expectations. Direct deposit amounts for City utility bills have remained steady at around \$250,000 per billing cycle.
 - c. August 6, 2020 Update – The August 5th due date for the June utility bills was within normal expectations. We do not have more late payments than normal, but we have a small group of accounts with higher balances than normal since shutoffs have not been conducted. We are working with these households proactively.

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.
 - a. August 6, 2020 Update – New housing starts in 2020 stand at 118 as of today, which is a 17% increase over the 2019 year-to-date figure of 101. This year-over-year increase is driven primarily by the construction of new townhomes in the Raintree Village subdivision, as single family housing is only up 92 in 2020 compared to 91 in 2019. However, the City currently has an additional 59 new housing starts applied for that will be issued in the next few weeks, which will drive that year-over-year increase much higher.

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.
 - b. June 10, 2020 Update – Beginning on June 1st the State entered phase three of the Governor’s reopening plan. “Non-essential businesses” have been allowed to reopen (with certain safety restrictions) and restaurants have been allowed to expand their services beyond delivery, pick-up and drive-thru, to include open outdoor seating. Our region is currently on track to move to Phase 4 of the plan on June 26th, which will allow all outdoor recreation, indoor dining with capacity limits, and other expanded measures.
 - c. July 23, 2020 Update – On July 15th the Governor announced a new mitigation plan that modifies the existing “Restore Illinois” plan aimed at preventing another COVID-19 surge in Illinois. Initially the State was divided into four regions, that would each progress through five stages of reopening, each with fewer restrictions as COVID-19 cases subsided. Under the Governor’s revised plan the State has been divided into 11 smaller regions, which will enable the state to act in a more decisive, targeted way in addressing COVID-19 hotspots without reacting more broadly than circumstances require by imposing blanket restrictions across large geographic areas or moving entire regions back to an earlier phase. Kendall County has now been moved out of the Chicagoland region, and is in a region with the counties to our south and west – all the way to the Iowa border.
 - d. August 6, 2020 – Kendall County’s positive test rate has been on the rise in the past few days and sat at 6.8% on July 31, with the Governor specifically calling out our region and multiple counties within our health region. The Governor’s planned action for regions and counties that are seeing poor testing data (i.e. days of above 8% positive tests) includes closure of indoor dining, non-essential businesses, and other similar actions.
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.
 - b. June 10, 2020 Update - The impact from sales tax reporting deferrals on the actual amount of sales taxes received remains negligible. Since the sales tax deferral went into effect last month, less than 1% of the average monthly totals have been deferred.

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.
 - a. June 10, 2020 Update – As noted in section 3(b) above, sales tax will end FY 20 right around \$3.22M, which is \$70,000 higher than initially budgeted and a 5% increase in comparison with the previous fiscal year. June’s allotment for Non-Home Rule (NHR) sales taxes came in at 94% of last year’s amount. FY 20 totals for NHR Sales will be ~2.41M, which is 2% higher than FY 19 amounts.
14. Early July 2020 – when the sales tax monthly report for April consumer sales will be released from the state
 - a. July 9, 2020 Update – As noted in section 3(c) above, sales tax proceeds, representing April consumer sales, only marginally declined from the previous July. July’s allotment for Non-Home Rule (NHR) sales taxes came in at 87% of last year’s amount, which seems to be indicative of consumer buying habits during the pandemic.
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
 - a. July 9, 2020 Update – The full impact of the extended income tax deadline will not be known until September/October, due to the three-month lag between taxes being remitted and received from the state.
 - b. As noted above in Section 2(f), August income tax proceeds increased two-fold over the prior year, presumable due to the timing of payments related to the extension of the State income tax filing deadline.
17. September 2020 – when the first sales tax monthly report will be released that could possibly be 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.
 - a. Despite the County not assessing a penalty until after August 15th (for those individuals approved for a COVID-19 waiver), City corporate property tax proceeds remain in line with 2019 amounts, totaling \$1.74 M through July.
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)

The primary concerns of the ongoing situation are explained in greater detail below; but for the most part, can be summarized as follows:

- the State cutting or delaying various tax remittances
- the County delaying property tax distributions and the impact of a potential recession on the local real estate market
- delays and non-payments of various utility billing charges
- limited investment opportunities in a low interest rate environment
- the impact on the building and development community should a prolonged recession occur
- the duration of social distancing, as many revenue streams are dependent upon people freely engaging in various activities in a public setting

Revenues - Highest concern (new text only where update is noted)

24. Municipal and NHR Sales Tax – account for approximately one-third of all General Fund revenues and can be highly volatile. Restaurants and bars generate ~14% of all municipal sales tax receipts. Could see potential losses from proposed FY 21 amounts of over \$750,000, based on current anecdotal sales information and the stay-at-home order being issued through the end of April.

- a. April 23, 2020 Update – While the stay at home order has not been extended past April 30th, recent comments by the Governor and Mayor of Chicago, as well as modeling for the COVID-19 case count, seems to indicate that widespread impacts to public gatherings will occur for several weeks, if not months. The staff has updated the FY 21 sales tax estimates, and now expects to see a decrease of more than \$1,000,000 in regular and non-home rule sales taxes.
- b. May 7, 2020 Update – The stay at home order has been extended through May, and the Governor’s reopening plan makes it seem that widespread retail and restaurant impacts will occur through the Summer. As noted above, the February consumer sales tax / March state receipts report was released on May 7, 2020 and the 2020 figures were 9% higher than the 2019 figures for the same month. At least in the run up to the pandemic, no sales tax downturn was observed.
- c. June 10, 2020 Update – The stay at home order has been lifted as of June 1st, as the State enters phase 3 of the reopening plan. As noted above, the March consumer sales tax / April state receipts report, which is the first month impacted by the Governor’s Shelter in Place order was released on June 4, 2020 and the 2020 figures were nominally higher than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from “non-essential businesses” and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods.
- d. July 9, 2020 Update – On Friday, June 26th the State entered phase 4 of the reopening plan, which now allows “non-essential” business to open and restaurants to resume indoor dining, albeit with restrictions. As noted above, the April consumer sales tax / May state receipts report, which is the first full month

impacted by the Governor's Shelter in Place order, showed that the 2020 figures were nominally lower than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from "non-essential businesses" and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods. Conversely, NHR sales are beginning to lag, presumably because the items consumers are buying are exempt.

- e. August 6, 2020 Update – As mentioned in the July 9th update and further above in this memo, the non-home rule sales tax for the June state report is down 20% year-over-year, giving further evidence to the observation of consumers spending more on essential goods than non-essential goods.

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.
 - b. June 10, 2020 Update – As mentioned above, June's allotment of income tax came in at \$118,791, which is essentially even with last June's allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year. IML has revised its FY 21 per capita estimate to \$97. If \$97 per capita comes to fruition, it would match the FY 20 actual figures (i.e. revenues are flat).
 - c. July 23, 2020 Update – As mentioned previously July's income tax proceeds totaled \$188,635, which is about 6% higher than the prior year's allotment of \$178,400. The IML currently has income tax pegged at \$97 per capita, which would put the City's total income tax around \$1.85M for FY 21.
 - d. **August 20, 2020 Update** – As referenced above, August's income tax proceeds totaled \$257,905, which is more than twice the amount of the prior year's allotment of \$127,883.

- 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.

- c. June 10, 2020 Update – June's allotment of local use tax came in 15% higher than the previous year, ostensibly due to the pandemic and corresponding shelter in place order from the Governor. Local use tax is expected to finish FY 20 at \$665,000, which is a 15% increase over FY 19 amounts.
 - d. July 23, 2020 Update – Local use tax continues to remain robust, ostensibly due to the continued popularity of on-line shopping, especially during the pandemic. Local use proceeds are up 29% from July of last year, coming in at \$63,676 (the July 2019 amount was \$49,432). The IML currently predicts FY 21 local use at \$35.50 per capita, which would yield an annualized amount of ~\$675,000. Assuming this comes to fruition, FY 21 local use would increase by 1.5% over the prior year (FY 20).
 - e. **August 20, 2020 Update** – Local use tax continues to remain strong, with August proceeds coming in at \$70,816, which is a 43% increase over the prior year (\$49,646 – August 2019).
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.
 - b. June 10, 2020 Update – As mentioned above, the IML has revised its FY 21 MFT and TRF projections this week. Per capita MFT was reduced by almost 20%, from \$24.85 to \$20; whereas TRF projections were reduced by 11%, from \$16.87 to \$15. This puts the City's share at \$380,000 (MFT) and \$285,000 (TRF), respectively – which combined is \$128,000 less than FY 21 budgeted amounts. Fortunately, this projected loss is more than offset by proceeds from the REBUILD Illinois program, mentioned above
 - c. July 23, 2020 Update – As mentioned earlier in the memo, MFT proceeds declined by ~25% and was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
 - d. **August 20, 2020 Update** – As referenced above, once again MFT proceeds declined by 25% in comparison to the prior year, which is consistent with its performance over the last four months. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.

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.
 - a. June 10, 2020 Update – Staff expects there to be a significant decrease in revenue and profit margin due to the Restore Illinois Plan restrictions on in-person programming and the willingness of residents to reengage in public activities. For example, about two-thirds of the spring youth sports league participants have requested refunds. We expect that this trend will continue throughout the year or until we reach Phase 5 of the Restore Illinois Plan. Nevertheless, as the State updates in-person programming guidelines we potentially could see an increase in in-person programming opportunities, revenue and profit margins.
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.
 - b. June 10, 2020 Update – The first allotment of property tax was received in early June. It was a week later than normal, but the amounts were in-line with expectations, thus far.
 - c. **August 20, 2020 Update** – As mentioned above, corporate property tax proceeds remain consist with prior year amount through July, despite the County not assessing a penalty until after August 15th (for those individuals approved for a COVID-19 waiver).

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.
- a. June 10, 2020 Update – Total permits issued thus far in FY 21 total 217, which is significantly higher than last May’s amount of 128. Single family and commercial permits total 20 thus far in FY 21, in comparison to 31 permits issued last May.
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.
- a. June 10, 2020 Update – Limited opportunities for investment earnings seem likely for the City for at least the next two fiscal years, as the Fed recently announced that it will continue to track interest rates near zero through at least 2022, in an effort to support the national economic recovery.
 - b. **August 20, 2020 Update** - As expected, interest rates have declined precipitously over the last several months. As an example, Illinois Funds, which is typically one of the higher yielding investment vehicles for the City, was yielding an annualized rate of 2.2% in August of 2019. Currently, its offering an annualized rate of 0.15%, a decline of over 90%.
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 (new text only where update is noted)

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.
 - b. August 6, 2020 – The City is in the process of hiring a Police Records Clerk, due to staffing needs within the department.

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.
 - ii. August 6, 2020 Update – The City moved forward with a \$25,000 striping bid in July 2020.

 - 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.
 - ii. July 23, 2020 Update – There are two police SUVs budgeted in FY 21 and both were authorized by City Council in March 2020. Staff is in the process of ordering the first SUV, and the second SUV will be held off as mentioned above.
 - iii. August 6, 2020 – The first police SUV has been ordered. The second SUV is held off as discussed.
- 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.
 - ii. August 6, 2020 Update – Waubensee Community College has exited the consortium as of July 31, and the consortium expenditures should be minimal for the next several weeks while the Consortium discusses its service delivery model. FY 21 expenditures should be \$0, but for future City Council action.

Expenditures - Medium difficulty to implement (new text only where update is noted)

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.
 - ii. August 6, 2020 Update – The Police Officers union contract is on the City Council agenda for approval with a 2% COLA for August 2020 implementation. Non-union salaries are being readdressed depending on successful completion of the Public Works union contract and the Sergeants union contract.
- 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.
 - ii. July 23, 2020 Update – A new wing mower is proposed to be purchased for \$53,000.
 - iii. August 6, 2020 Update – The new wing mower was authorized by City Council at the July 28th meeting.
- n. Sanitary sewer crawler camera - \$65,000 in FY 21
 - i. April 23, 2020 Update – Cut until things stabilize.
- o. Hot water unit for vector 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.
 - ii. July 23, 2020 Update – A medium-sized mower is being purchased for \$11,000.
 - iii. August 6, 2020 Update – The medium sized mower has been ordered.
- 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 (new text only where update is noted)

- 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.
 - ii. August 6, 2020 Update – The Police Officers union contract is on the City Council agenda for approval, with a 2% COLA effective August 2020.
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.