



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, September 8, 2020 7:00 p.m.

City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch
Dan Transier

WARD II

Jackie Milschewski
Arden Joe Plocher

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – August 25, 2020
2. Bill Payments for Approval
 - \$ 174,521.45 (vendors)
 - \$ 303,320.05 (payroll period ending 8/21/20)
 - \$ 477,841.50 (total)

Mayor's Report:

1. CC 2020-67 Proclamation for Constitution Week
2. CC 2020-68 Resolution Approving Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)
3. CC 2020-69 Ordinance Pertaining to the Local CURE Program (COVID-19 Expenditure Reimbursements)
4. CC 2020-70 Ordinance Authorizing the First Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2020 and Ending on April 30, 2021 (Old Jail Payout Recommendation)
5. CC 2020-71 Ordinance Approving Settlement and Judgment Order in the Matter of Fox Valley Family YMCA, Inc. vs. United City of Yorkville

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

City Council Report:

1. CC 2020-72 Resolution Recognizing and Affirming Support for the United City of Yorkville Police Department

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

6. CC 2020-73 FY 21 Budget Update

Additional Business:

Citizen Comments:

Executive Session:

1. 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.
2. For the purchase or lease of real property for the use of the public body.
3. 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
Vice-Chairman:	Alderman Transier	Administration
Committee:	Alderman Plocher	
Committee:	Alderman Peterson	

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

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

PUBLIC SAFETY: November 5, 2020 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Tarulis	Police
Vice-Chairman:	Alderman Frieders	School District
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
Vice-Chairman:	Alderman Koch	Engineering
Committee:	Alderman Funkhouser	Parks and Recreation
Committee:	Alderman Tarulis	

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, September 8, 2020
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – August 25, 2020

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

2. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

MAYOR'S REPORT:

1. CC 2020-67 Proclamation for Constitution Week

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

☐ Removed _____

☐ Notes _____

2. CC 2020-68 Resolution Approving Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)

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

☐ Removed _____

☐ Notes _____

3. CC 2020-69 Ordinance Pertaining to the Local CURE Program (COVID-19 Expenditure Reimbursements)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2020-70 Ordinance Authorizing the First Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2020 and Ending on April 30, 2021 (Old Jail Payout Recommendation)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

5. CC 2020-71 Ordinance Approving Settlement and Judgment Order in the Matter of Fox Valley Family YMCA, Inc. vs. United City of Yorkville

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

CITY COUNCIL REPORT:

1. CC 2020-72 Resolution Recognizing and Affirming Support for the United City of Yorkville Police Department

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

6. CC 2020-73 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 25, 2020

Meeting and Date: City Council – September 8, 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 25, 2020

Mayor Purcell called the meeting to order at 7:02 p.m. and led the Council in the Pledge of Allegiance.

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.

ROLL CALL

City Clerk Pickering called the roll.

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

Staff in attendance at city hall: City Administrator Olson, City Clerk Pickering, Chief of Police Jensen, Deputy Chief of Police Mikolasek, Deputy Chief of Police Pfizenmaier, and Attorney Orr.

Staff in attendance electronically: 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/87486402564?pwd=WDk4WDZmQnFXOGdPZk1JU2RPaUhqdz09>. The Zoom meeting ID was 874 8640 2564.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Certificate of Recognition – Yorkville Foxes Softball Team

Mayor Purcell presented a Certificate of Recognition to the Yorkville Foxes Girls Softball Team for placing second in the national tournament that took place in July in Nashville, Tennessee.

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

Chief Jensen stated that at the annual Kendall County Respect for Law banquet, the police department had several officers who were nominated for awards. He recognized Officer Ryan Goldsmith, who serves as the school resource officer at Yorkville High School, for his nomination for Officer of the Year. Chief Jensen said that Officer Goldsmith has done an excellent job in building relationships with the students and staff at the high school.

Deputy Chief Mikolasek recognized Officer Jeff Johnson who received a Life Saving Award for his actions in 2019 in helping a suicidal person. When dispatched, Officer Johnson did not have an exact

location; however, he was able to find the individual who had a significant wound to his neck and a knife nearby. Officer Johnson was able to remove the knife from the area and assist the person with first aid to save his life while waiting for emergency personnel to arrive.

Deputy Chief Pfizenmaier recognized Detective Matt Nelson who received the Investigator of the Year award. In December of 2019, Detective Nelson was assigned five criminal sexual abuse cases that contained different juvenile victims that had been abused by the same relative between the years of 2005 and 2018, but it was not reported to the police department until December of 2019. Detective Nelson was able to obtain a confession from the suspect and he was able to get a 35-count indictment against the suspect for felony charges including Predatory Criminal Sexual Abuse. Earlier in 2019, Detective Nelson worked on an internet-based child pornography investigation and he was able to obtain a confession from the suspect resulting in 21 felony charges for Possession of Child Pornography and Dissemination of Child Pornography. In 2019, he also investigated a residential burglary case in which \$30,000 cash and a pistol were stolen. During the course of Detective Nelson's investigation, the suspect was arrested by the Colorado State Police and was found to be in possession of \$18,000 cash and the firearm. Charges were then approved against the subject for Residential Burglary, Possession of a Firearm by a Felon and Possession of a Stolen Firearm.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Todd Milliron, Kendall County resident, commented on the proposed changes to the Ordinance Regarding City Council Procedures. He stated that he hoped the procedures would be changed to allow comments at the beginning of the meeting on any topic so that people would not have to wait until the end of the meeting to comment on items that were not on the agenda. He also commented on the proposed settlement agreement with Green Organics. He stated that part of the land is located in the city and part is located in Kendall County. He wondered if there was any effort between the city and the county to coordinate the decommissioning of this site.

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 Purcell entertained a motion to approve the consent agenda. So moved by Alderman Peterson; seconded by Alderman Milschewski.

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

REPORTS

MAYOR'S REPORT

Proclamation for National Overdose Awareness Day (CC 2020-60)

Mayor Purcell proclaimed August 31, 2020 as Overdose Awareness Day in the United City of Yorkville (*see attached*).

Appointments to Boards and Commissions (CC 2020-61)

Mayor Purcell entertained a motion to approve the Mayor's appointments of Gene Wilberg to the Park board to a term ending May 2025 and Joseph Gillespie to the Police Pension Fund Board to a term ending May 2022. So moved by Alderman Transier; seconded by Alderman Peterson.

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

Ordinance 2020-40

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

Mayor Purcell entertained a motion to approve an Ordinance Extending Ordinance 2020-30 Approving Outdoor Restaurant Sales and Liquor Service During the Pandemic. So moved by Alderman Koch; seconded by Alderman Peterson.

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

**Microsoft Licensing
(CC 2020-63)**

Mayor Purcell entertained a motion to approve the Microsoft Enterprise Agreement for a 3-year term (\$19,852 annually) for a total of \$59,556.96. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

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

PUBLIC WORKS COMMITTEE REPORT

**Fox Hill SSA – Tree Trimming/Removal
(CC 2020-64)**

Alderman Plocher made a motion to approve a tree trimming/tree removal quote from Cox Landscaping in an amount not to exceed \$14,325 for tree trimming and tree removal in the Fox Hill subdivision SSA area; seconded by Alderman Milschewski.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

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

Alderman Funkhouser said that this has been an ongoing discussion and that he and Attorney Orr would be working to refine the proposed changes based on some of the discussion that has already occurred.

Items brought up for discussion at this meeting included the following:

- Procedures already dictated by state law
- Comments being allowed at the beginning of meeting on any topic
- Time limit on length of comments
- Final documents in packet and options in the case of scrivener's errors
- Procedures on how items are added to agendas
- Committee rosters

It was further questioned as to the reason why the current second section of comments is listed on the agenda after executive session. Attorney Orr responded that in the past the council had experienced individuals who would speak for twenty minutes on topics not related to city business. By putting the comments on items not on the agenda at the end of the meeting, it allowed the council to take care of actionable items first.

Ordinance 2020-41

**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)
(ADM 2020-50)**

Alderman Funkhouser made a motion to approve an 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) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Director Fredrickson explained that this budget amendment is needed to reflect the incentive payouts made to KCJ Restoration for work done on the Old Jail building. It was asked if the roof remediation was finished and Administrator Olson confirmed that yes, the roof remediation has been completed.

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

PARK BOARD

Director Evans reported that the Caledonia Park installation has been completed and the park is now open.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

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

Alderman Frieders reported that the following communities have all recently adopted the proclamation: Village of Westmont, City of Schaumburg, Village of Roscoe, Town of Cicero, Village of Deer Park, Village of LaGrange Park, as well as Huntington, New York and Henderson, Nevada.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

Ordinance 2020-42

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

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

Administrator Olson explained that county and the city portions of the Green Organics operation are almost the same size with the county portion being a little larger than the city portion. He said that the state is the government entity that regulates this type of land application. The local approvals by both the city and the county only have to do with land use. The city granted the property owner a land use to be able to conduct this type of operation. The city's land use is mutually exclusive from what the county approves as a land use for the county portion of the property. The litigation and the land use decisions the city has made are completely separate from any actions that the county may take regarding the county portion of land.

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

**FY 21 Budget Update
(CC 2020-66)**

Mayor Purcell asked Director Fredrickson to give an update on the budget. Director Fredrickson reported that August income taxes were more than double in comparison to last year; however, much of this increase is attributed to the extension of the State's tax filing extension. This \$130,000 increase will help to offset the \$190,000 decrease in income taxes experienced in May. Based on current IML estimates, the city is projecting that FY 21 income taxes will be approximately \$50,000 lower than the budgeted amount. Local use taxes increased 43 percent over last August. MFT proceeds decreased 25 percent in comparison to last August.

ADDITIONAL BUSINESS

Alderman Milschewski asked if the city is responsible for the trees on E. Main Street that came down in the storm. Director Dhuse confirmed that yes, it is the city's responsibility and the city is currently waiting on ComEd to shut the power off to the power lines in order that the trees can be taken down safely. He said there are three trees near the power lines that need to be taken down.

CITIZEN COMMENTS

Todd Milliron, Kendall County resident, encouraged the council to drive by the Old Jail to see the progress that is being made on the outside of the building. He said that the building is starting to look like a renovated historical building.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for the following:

- 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.
- 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.
- For the purchase or lease of real property for the use of the public body.
- 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.

So moved by Alderman Plocher; seconded by Alderman Peterson.

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

Administrator Olson stated that he would be closing the Zoom meeting due to the council entering executive session and no action would be taken after executive session.

The City Council entered executive session at 8:05 p.m.

The City Council returned to regular session at 9:10 p.m.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:11 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – September 8, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

DATE: 08/30/20
TIME: 11:58:17
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131173	KCR	KENDALL COUNTY RECORDER'S			08/19/20		
	32800	08/19/20	01	RELEASE UTILITY LIEN		51-510-54-00-5448	67.00
			02	ORDINANCE APPROVING FINAL		90-154-00-00-0011	67.00
			03	PLAT OF KENDALL MARKETPLACE		** COMMENT **	
			04	LOT 52 PHASE 1		** COMMENT **	
			05	ORDINANCE APPROVING		01-220-54-00-5462	67.00
			06	AMENDMENTS TO NTHE		** COMMENT **	
			07	COMPREHENSIVE PLAN		** COMMENT **	
						INVOICE TOTAL:	201.00 *
						CHECK TOTAL:	201.00
						TOTAL AMOUNT PAID:	201.00

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

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

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

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

DATE: 09/02/20
TIME: 08:05:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/08/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533308	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	20-3457	08/18/20	01	RESTORING SOFTNER CONTROL	51-510-54-00-5445		230.00
			02	AT WELLS 8 & 9	** COMMENT **		
					INVOICE TOTAL:		230.00 *
					CHECK TOTAL:		230.00
533309	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1083032-IN	07/28/20	01	LOUVERS	23-230-56-00-5642		206.42
					INVOICE TOTAL:		206.42 *
	1083663-IN	07/17/20	01	LIGHTS	51-510-56-00-5638		109.51
					INVOICE TOTAL:		109.51 *
	1086443-IN	08/11/20	01	GROUND RODS, WIRE, ROD	23-230-60-00-6036		1,697.59
			02	CLAMPS, FUSE HLDERS, RUBBER	** COMMENT **		
			03	INSULATING BOOTS, FUSES, VINYL	** COMMENT **		
			04	TAPE, WIRE NUTS	** COMMENT **		
					INVOICE TOTAL:		1,697.59 *
	1087259-IN	08/12/20	01	PHOTO CONTROL, LAMPS, BALLAST	23-230-56-00-5642		444.84
			02	KIT	** COMMENT **		
					INVOICE TOTAL:		444.84 *
					CHECK TOTAL:		2,458.36
533310	ATTINTER	AT&T					
	6317426509	08/10/20	01	8/10-9/9 ROUTER	01-110-54-00-5440		471.16
					INVOICE TOTAL:		471.16 *
					CHECK TOTAL:		471.16
D001760	BROWND	DAVID BROWN					

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

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

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

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

DATE: 09/02/20
TIME: 08:05:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/08/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001760	BROWND	DAVID BROWN					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533311	CALLONE	UNITED COMMUNICATION SYSTEMS					
	309452	08/15/20	01	8/15-9/14 ADMIN LINES	01-110-54-00-5440		514.77
			02	8/15-9/14 CITY HALL NORTEL	01-110-54-00-5440		190.02
			03	8/15-9/14 CITY HALL NORTEL	01-210-54-00-5440		190.02
			04	8/15-9/14 CITY HALL NORTEL	51-510-54-00-5440		190.02
			05	8/15-9/14 PD LINES	01-210-54-00-5440		491.12
			06	8/15-9/14 CITY HALL FIRE	01-210-54-00-5440		724.83
			07	8/15-9/14 CITY HALL FIRE	01-110-54-00-5440		724.83
			08	8/15-9/14 PW LINES	51-510-54-00-5440		2,286.48
			09	8/15-9/14 SEWER DEPT LINES	52-520-54-00-5440		592.68
			10	8/15-9/14 TRAFFIC SIGNAL	01-410-54-00-5435		56.34
			11	MAINTENANCE	** COMMENT **		
			12	8/15-9/14 PARK DEPT LINES	79-790-54-00-5440		77.52
			13	8/15-9/14 REC DEPT LINES	79-795-54-00-5440		349.46
					INVOICE TOTAL:		6,388.09 *
					CHECK TOTAL:		6,388.09
533312	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	41837	07/27/20	01	PAPER TOWEL	79-790-56-00-5620		62.30
					INVOICE TOTAL:		62.30 *
	41863	08/11/20	01	PAPER TOWEL	79-790-56-00-5620		62.30
					INVOICE TOTAL:		62.30 *
	41864	08/11/20	01	PAPER TOWEL	52-520-56-00-5610		62.34
					INVOICE TOTAL:		62.34 *
					CHECK TOTAL:		186.94

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533313	COMED	COMMONWEALTH EDISON					
	8344010026-0720	08/19/20	01	6/25-7/29 KENNEDY RD	23-216-54-00-5482		48.83
					INVOICE TOTAL:		48.83 *
					CHECK TOTAL:		48.83
D001761	CONARDR	RYAN CONARD					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533314	COREMAIN	CORE & MAIN LP					
	M853142	08/18/20	01	WATER METERS	51-510-56-00-5664		8,042.52
					INVOICE TOTAL:		8,042.52 *
					CHECK TOTAL:		8,042.52
533315	COXLAND	COX LANDSCAPING LLC					
	190805	08/13/20	01	STORM CLEAN UP	12-112-54-00-5495		1,132.00
					INVOICE TOTAL:		1,132.00 *
					CHECK TOTAL:		1,132.00
533316	DEKANE	DEKANE EQUIPMENT CORP.					
	IA72395	07/23/20	01	WHEEL	01-410-56-00-5628		84.83
					INVOICE TOTAL:		84.83 *
					CHECK TOTAL:		84.83
533317	DELAGE	DLL FINANCIAL SERVICES INC					

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533317	DELAGE	DLL FINANCIAL SERVICES INC					
	68652466	07/11/20	01	AUG 2020 COPIER LEASE	82-820-54-00-5462		194.48
					INVOICE TOTAL:		194.48 *
	69134621	08/08/20	01	SEPT 2020 COPIER LEASE	82-820-54-00-5462		194.48
					INVOICE TOTAL:		194.48 *
	69174557	08/17/20	01	SEPT 2020 COPIER LEASE	01-110-54-00-5485		113.46
			02	SEPT 2020 COPIER LEASE	01-120-54-00-5485		75.64
			03	SEPT 2020 COPIER LEASE	01-220-54-00-5485		189.10
			04	SEPT 2020 COPIER LEASE	01-210-54-00-5485		299.10
			05	SEPT 2020 COPIER LEASE	01-410-54-00-5485		44.67
			06	SEPT 2020 COPIER LEASE	51-510-54-00-5485		44.67
			07	SEPT 2020 COPIER LEASE	52-520-54-00-5485		44.66
			08	SEPT 2020 COPIER LEASE	79-790-54-00-5485		94.55
			09	SEPT 2020 COPIER LEASE	79-795-54-00-5485		94.55
					INVOICE TOTAL:		1,000.40 *
	69174629	08/17/20	01	OCT 2020 MANAGED PRINT	01-110-54-00-5485		112.33
			02	SERVICES FEE	** COMMENT **		
			03	OCT 2020 MANAGED PRINT	01-120-54-00-5485		37.44
			04	SERVICES FEE	** COMMENT **		
			05	OCT 2020 MANAGED PRINT	01-210-54-00-5485		112.33
			06	SERVICES FEE	** COMMENT **		
			07	OCT 2020 MANAGED PRINT	51-510-54-00-5485		50.18
			08	SERVICES FEE	** COMMENT **		
			09	OCT 2020 MANAGED PRINT	52-520-54-00-5485		12.36
			10	SERVICES FEE	** COMMENT **		
			11	OCT 2020 MANAGED PRINT	01-410-54-00-5485		12.36
			12	SERVICES FEE	** COMMENT **		
					INVOICE TOTAL:		337.00 *
					CHECK TOTAL:		1,726.36
D001762	DHUSEE	DHUSE, ERIC					

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D001762	DHUSEE	DHUSE, ERIC					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	AUG 2020 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
533318	DIRENRGY	DIRECT ENERGY BUSINESS					
	202160042890444	08/03/20	01	6/30-7/28 2921 BRISTOL RIDGE	51-510-54-00-5480		4,474.43
				INVOICE TOTAL:			4,474.43 *
	202240042976134	08/11/20	01	7/9-8/7 CANNONBALL & RT34	23-216-54-00-5482		16.45
				INVOICE TOTAL:			16.45 *
				CHECK TOTAL:			4,490.88
D001763	DLK	DLK, LLC					
	215	08/28/20	01	AUG 2020 ECNOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00
			02	HOURS	** COMMENT **		
				INVOICE TOTAL:			9,425.00 *
				DIRECT DEPOSIT TOTAL:			9,425.00
D001764	EVANST	TIM EVANS					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

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533319	FARMFLEE	BLAIN'S FARM & FLEET					
	7264-L.GARCIA	08/18/20	01	SHIRTS-GARCIA	51-510-56-00-5600		64.78
					INVOICE TOTAL:		64.78 *
					CHECK TOTAL:		64.78
D001765	FREDRICR	ROB FREDRICKSON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001766	GALAUNEJ	JAKE GALAUNER					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001767	GARCIAL	LUIS GARCIA					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533320	GENEVA	GENEVA CONSTRUCTION					
	59199	08/17/20	01	ENGINEER'S PAYMENT ESTIMATE	15-155-60-00-6025		51,584.89
			02	#3 2020 ROAD PROGRAM	** COMMENT **		
					INVOICE TOTAL:		51,584.89 *
					CHECK TOTAL:		51,584.89

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533321	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	9399119-9	01/30/20	01	LIABILITY INS INSTALLMENT#9	01-640-52-00-5231		9,901.59
			02	LIABILITY INS INSTALLMENT#9-PR	01-640-52-00-5231		1,940.88
			03	LIABILITY INS INSTALLMENT#9	51-510-52-00-5231		1,096.44
			04	LIABILITY INS INSTALLMENT#9	52-520-52-00-5231		531.40
			05	LIABILITY INS INSTALLMENT#9	82-820-52-00-5231		918.69
				INVOICE TOTAL:			14,389.00 *
				CHECK TOTAL:			14,389.00
533322	HACH	HACH COMPANY					
	12074094	08/12/20	01	CHEMICALS	51-510-56-00-5638		424.35
				INVOICE TOTAL:			424.35 *
	12075526	08/13/20	01	CHLORINE	51-510-56-00-5638		194.00
				INVOICE TOTAL:			194.00 *
				CHECK TOTAL:			618.35
D001768	HARMANR	RHIANNON HARMON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D001769	HENNED	DURK HENNE					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

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D001770	HERNANDA	ADAM HERNANDEZ					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533323	HERNANDN	NOAH HERNANDEZ					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D001771	HORNERR	RYAN HORNER					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001772	HOULEA	ANTHONY HOULE					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533324	ILTREASU	STATE OF ILLINOIS TREASURER					
	96	09/01/20	01	RT47 EXPANSION PYMT #96	15-155-60-00-6079		6,148.89
			02	RT47 EXPANSION PYMT #96	51-510-60-00-6079		3,780.98

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533324	ILTREASU	STATE OF ILLINOIS TREASURER					
	96	09/01/20	03	RT47 EXPANSION PYMT #96	52-520-60-00-6079		1,873.48
			04	RT47 EXPANSION PYMT #96	88-880-60-00-6079		624.01
					INVOICE TOTAL:		12,427.36 *
					CHECK TOTAL:		12,427.36
533325	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	8050	07/01/20	01	JUN 2020 ADMIN HEARINGS	01-210-54-00-5467		450.00
					INVOICE TOTAL:		450.00 *
	8141	08/02/20	01	JUL 2020 ADMIN HEARINGS	01-210-54-00-5467		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		750.00
533326	INTERDEV	INTERDEV, LLC					
	CW1027090	07/31/20	01	ADVANCED SECURITY ENGINEERING	01-640-54-00-5450		135.00
					INVOICE TOTAL:		135.00 *
	MSP1026604	06/30/20	01	MONTHLY BILLING FOR JUNE 2020	01-640-54-00-5450		9,711.00
					INVOICE TOTAL:		9,711.00 *
					CHECK TOTAL:		9,846.00
533327	IPRF	ILLINOIS PUBLIC RISK FUND					
	62208	08/13/20	01	OCT 2020 WORKER COMP INS	01-640-52-00-5231		10,695.71
			02	OCT 2020 WORKER COMP INS-PR	01-640-52-00-5231		2,096.53
			03	OCT 2020 WORKER COMP INS	51-510-52-00-5231		1,184.37
			04	OCT 2020 WORKER COMP INS	52-520-52-00-5231		574.02
			05	OCT 2020 WORKER COMP INS	82-820-52-00-5231		992.37
					INVOICE TOTAL:		15,543.00 *
					CHECK TOTAL:		15,543.00

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533328	ITRON	ITRON					
	564752	08/12/20	01	SEPT 2020 HOSTING	51-510-54-00-5462		624.39
					INVOICE TOTAL:		624.39 *
					CHECK TOTAL:		624.39
D001773	JACKSONJ	JAMIE JACKSON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533329	JOHNSONG	GREGORY JOHNSON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	AUG 2020 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	REEBOK-REMB	08/16/20	01	HAT-JOHNSON	51-510-56-00-5600		21.24
					INVOICE TOTAL:		21.24 *
					CHECK TOTAL:		66.24
533330	JUSTSAFE	JUST SAFETY, LTD					
	34911	08/13/20	01	FIRST AID SUPPLIES	52-520-56-00-5610		85.40
					INVOICE TOTAL:		85.40 *
					CHECK TOTAL:		85.40
533331	KANTORG	GARY KANTOR					

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533331	KANTORG	GARY KANTOR					
	081320	08/13/20	01	JUL 2020 MAGIC CLASS	79-795-54-00-5462		10.40
					INVOICE TOTAL:		10.40 *
					CHECK TOTAL:		10.40
533332	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	JUL 2020-KENDALL	08/18/20	01	KENDALL CO. FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
D001774	KLEEFISG	GLENN KLEEFISCH					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533333	LANEMUCH	LANER, MUCHIN, LTD					
	590059	08/01/20	01	ARBITRATION AND SPECIAL	01-640-54-00-5463		5,910.00
			02	COUNSELING MATTERS	** COMMENT **		
					INVOICE TOTAL:		5,910.00 *
					CHECK TOTAL:		5,910.00
533334	MENLAND	MENARDS - YORKVILLE					
	91870	08/10/20	01	WIRE SPLICE KIT	01-410-54-00-5435		8.98
					INVOICE TOTAL:		8.98 *
	91943	08/11/20	01	ENSILAGE FORK, LEAF RAKES	01-410-56-00-5630		102.95
					INVOICE TOTAL:		102.95 *

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533334	MENLAND	MENARDS - YORKVILLE					
	92051	08/12/20	01	BATTERIES	79-795-56-00-5610		14.99
					INVOICE TOTAL:		14.99 *
	92110	08/13/20	01	WASP & HORNET SPRAY	51-510-56-00-5620		19.88
					INVOICE TOTAL:		19.88 *
	92195	08/14/20	01	PVC UNIONS	51-510-56-00-5620		9.28
					INVOICE TOTAL:		9.28 *
	92204	08/14/20	01	DUCT SEALING COMPOUND, SCREWS	51-510-56-00-5620		7.97
					INVOICE TOTAL:		7.97 *
	92213	08/14/20	01	VIRUS PROTECTION AIR FILTERS	79-795-56-00-5640	COVID-19	78.99
					INVOICE TOTAL:		78.99 *
	92672	08/19/20	01	ROPE	01-410-56-00-5620		26.99
					INVOICE TOTAL:		26.99 *
					CHECK TOTAL:		270.03
533335	METLIFE	METLIFE SMALL BUSINESS CENTER					
	081620	08/16/20	01	SEPT 2020 DENTAL INS	01-110-52-00-5223		590.77
			02	SEPT 2020 DENTAL INS	01-120-52-00-5223		383.67
			03	SEPT 2020 DENTAL INS	01-210-52-00-5223		3,273.63
			04	SEPT 2020 DENTAL INS	01-220-52-00-5223		542.10
			05	SEPT 2020 DENTAL INS	01-410-52-00-5223		610.23
			06	SEPT 2020 DENTAL INS	01-640-52-00-5241		1,174.92
			07	SEPT 2020 DENTAL INS	79-790-52-00-5223		809.03
			08	SEPT 2020 DENTAL INS	79-795-52-00-5223		525.67
			09	SEPT 2020 DENTAL INS	51-510-52-00-5223		606.48
			10	SEPT 2020 DENTAL INS	52-520-52-00-5223		418.39
			11	SEPT 2020 DENTAL INS	82-820-52-00-5223		526.83
					INVOICE TOTAL:		9,461.72 *
					CHECK TOTAL:		9,461.72

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533336	MIDWSALT	MIDWEST SALT					
	P452651	08/11/20	01	BULK ROCK SALT	51-510-56-00-5638		2,728.67
					INVOICE TOTAL:		2,728.67 *
	P452774	08/21/20	01	BULK ROCK SALT	51-510-56-00-5638		2,738.19
					INVOICE TOTAL:		2,738.19 *
					CHECK TOTAL:		5,466.86
533337	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	017371	07/31/20	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		246.50
					INVOICE TOTAL:		246.50 *
					CHECK TOTAL:		246.50
D001775	NELCONT	TYLER NELSON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533338	NICOR	NICOR GAS					
	16-00-27-3553 4-0720	08/12/20	01	7/12-8/11 1301 CAROLYN CT	01-110-54-00-5480		39.43
					INVOICE TOTAL:		39.43 *
	31-61-67-2493 1-0720	08/11/20	01	7/11-8/10 276 WINDHAM CR	01-110-54-00-5480		39.43
					INVOICE TOTAL:		39.43 *
	45-12-25-4081 3-0720	08/12/20	01	7/11-8/10 201 W HYDRAULIC	01-110-54-00-5480		44.65
					INVOICE TOTAL:		44.65 *
	46-69-47-6727 1-0720	07/20/08	01	7/7-8/7 1975 N BRIDGE	01-110-54-00-5480		120.78
					INVOICE TOTAL:		120.78 *

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533338	NICOR	NICOR GAS					
	62-37-86-4779	6-0720	08/07/20	01 7/7-8/7 185 WOLF ST	01-110-54-00-5480		19.25
					INVOICE TOTAL:		19.25 *
	66-70-44-6942	9-0720	08/07/20	01 7/7-8/7 1908 RAINTREE RD	01-110-54-00-5480		122.74
					INVOICE TOTAL:		122.74 *
	80-56-05-1157	0-0720	08/07/20	01 7/7-8/7 2512 ROSEMONT	01-110-54-00-5480		40.72
					INVOICE TOTAL:		40.72 *
					CHECK TOTAL:		427.00
533339	PFPETT	P.F. PETTIBONE & CO.					
	179123		08/17/20	01 DIGITAL PHOTO ID	01-210-54-00-5462		17.00
					INVOICE TOTAL:		17.00 *
					CHECK TOTAL:		17.00
D001776	PIAZZA	AMY SIMMONS					
	090120		09/01/20	01 AUG 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
				02 REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533340	PURCELLJ	JOHN PURCELL					
	090120		09/01/20	01 AUG 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
				02 REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
533341	R0002395	HOVANIAN					

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533341	R0002395	HOVANIAN					
	081420	08/14/20	01	REFUND OVER PAYMENT ON BILL	01-000-13-00-1371		314.88
			02	FOR ACCT#0100131856-00	** COMMENT **		
					INVOICE TOTAL:		314.88 *
					CHECK TOTAL:		314.88
533342	R0002396	CHRIS BALDWIN					
	081920	08/19/20	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		258.69
			02	PYMT ON ACCT#0107537530-00	** COMMENT **		
					INVOICE TOTAL:		258.69 *
					CHECK TOTAL:		258.69
533343	R0002397	DODIE HARTMANN					
	082420RFND	08/24/20	01	50/50 PARKWAY TREE REFUND	01-000-24-00-2426		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
533344	R0002398	DAVID HUETTNER					
	2020-1257 RFND	08/24/20	01	FENCE PERMIT FEE REFUND	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
533345	R0002399	RICHARD FOUSEK					
	181440	08/25/20	01	SOFTBALL LEAGUE REFUND	79-000-44-00-4404		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00

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D001777	RATOSP	PETE RATOS					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001778	REDMONST	STEVE REDMON					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001779	ROSBOROS	SHAY REMUS					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001780	SCODROP	PETER SCODRO					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001781	SCOTTTR	TREVOR SCOTT					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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533346	SECSTATE	SECRETARY OF STATE					
	081720-JOHNSON	08/17/20	01	NOTARY RENEWAL-JOHNSON	01-210-54-00-5462		10.00
					INVOICE TOTAL:		10.00 *
	081720-KUEHLEM	08/17/20	01	NOTARY RENEWAL-KUEHLEM	01-210-54-00-5462		10.00
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		20.00
D001782	SENGM	MATT SENG					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533347	SHERWINW	THE SHERWIN-WILLIAMS CO.					
	0102-8	08/05/20	01	CROSSWALK STRIPING PAINT	01-410-56-00-5640		907.60
					INVOICE TOTAL:		907.60 *
					CHECK TOTAL:		907.60
533348	SHI	SHI INTERNATIONAL CORP					
	B12150851	08/18/20	01	2 MONITORS	25-212-56-00-5635 COVID-19		418.00
					INVOICE TOTAL:		418.00 *
					CHECK TOTAL:		418.00
D001783	SLEEZERJ	JOHN SLEEZER					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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D001784	SLEEZERS	SCOTT SLEEZER					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001785	SMITHD	DOUG SMITH					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001786	SOELKET	TOM SOELKE					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001787	STEFFANG	GEORGE A STEFFENS					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533349	STERLING	STERLING CODIFIERS, INC.					
	2048	08/30/20	01	SUPPLEMENTAL EDITING	01-110-54-00-5451		3,174.00
					INVOICE TOTAL:		3,174.00 *
					CHECK TOTAL:		3,174.00

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533350	SUBURLAB	SUBURBAN LABORATORIES INC.					
	175189	03/31/20	01	FLOURIDE	51-510-54-00-5429		387.00
					INVOICE TOTAL:		387.00 *
					CHECK TOTAL:		387.00
533351	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	104852	08/07/20	01	COVERED BLANKS	23-230-56-00-5619		168.05
					INVOICE TOTAL:		168.05 *
					CHECK TOTAL:		168.05
533352	TURFTEAM	THE TURF TEAM, INC.					
	160706	08/10/20	01	WHEEL HUB, WHEEL STUD	01-410-56-00-5628		121.56
					INVOICE TOTAL:		121.56 *
					CHECK TOTAL:		121.56
533353	VITOSH	CHRISTINE M. VITOSH					
	CMV 1989	08/30/20	01	PUBLIC HEARING FOR REBUILD	01-110-54-00-5462	COVID-19	232.02
			02	ILLINOIS REGIONAL ECONOMIC	** COMMENT **		
			03	DEVELOPMENT GRANT PROGRAM	** COMMENT **		
					INVOICE TOTAL:		232.02 *
					CHECK TOTAL:		232.02
533354	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	37942	08/18/20	01	CHEMICALS	51-510-56-00-5638		3,915.00
					INVOICE TOTAL:		3,915.00 *
					CHECK TOTAL:		3,915.00

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

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

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

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

DATE: 09/02/20
TIME: 08:05:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/08/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001788	WEBERR	ROBERT WEBER					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533355	WELDSTAR	WELDSTAR					
	01878973	07/24/20	01	CYLINDER RENTAL	01-410-54-00-5485		34.80
					INVOICE TOTAL:		34.80 *
					CHECK TOTAL:		34.80
D001789	WILLRETE	ERIN WILLRETT					
	090120	09/01/20	01	AUG 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533356	YORKACE	YORKVILLE ACE & RADIO SHACK					
	171661	08/21/20	01	KEYS	79-795-56-00-5640		11.96
					INVOICE TOTAL:		11.96 *
					CHECK TOTAL:		11.96
533357	YOUNGM	MARLYS J. YOUNG					
	071620	08/16/20	01	7/16 PARK BOARD MEETING	79-790-54-00-5462		28.75
			02	MINUTES	** COMMENT **		
			03	7/16 PARK BOARD MEETING	79-795-54-00-5462		28.75
			04	MINUTES	** COMMENT **		
					INVOICE TOTAL:		57.50 *

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

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

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

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

DATE: 09/02/20
TIME: 08:05:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 09/08/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533357	YOUNGM	MARLYS J. YOUNG					
	080420	08/17/20	01	8/4 EDC MEETING MINUTES	01-110-54-00-5462		40.50
						INVOICE TOTAL:	40.50 *
					CHECK TOTAL:		98.00

TOTAL CHECKS PAID:	163,590.45
TOTAL DIRECT DEPOSITS PAID:	10,730.00
TOTAL AMOUNT PAID:	174,320.45

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
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25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

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

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY August 21, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,900.00	-	3,900.00	-	298.35	4,198.35
ADMINISTRATION	19,776.77	-	19,776.77	2,209.06	1,458.44	23,444.27
FINANCE	13,544.17	-	13,544.17	1,214.19	1,006.47	15,764.83
POLICE	110,553.85	2,591.58	113,145.43	618.33	8,252.57	122,016.33
COMMUNITY DEV.	19,119.69	-	19,119.69	2,135.67	1,398.74	22,654.10
STREETS	16,436.57	216.04	16,652.61	1,805.69	1,212.85	19,671.15
WATER	16,277.75	264.97	16,542.72	1,847.82	1,204.19	19,594.73
SEWER	8,903.11	-	8,903.11	994.47	640.68	10,538.26
PARKS	24,542.53	22.08	24,564.61	2,349.24	1,794.44	28,708.29
RECREATION	14,698.53	-	14,698.53	1,511.74	1,082.19	17,292.46
LIBRARY	16,086.22	-	16,086.22	1,176.64	1,196.59	18,459.45
TOTALS	\$ 264,747.53	\$ 3,094.67	\$ 267,842.20	\$ 15,862.85	\$ 19,615.00	\$ 303,320.05

TOTAL PAYROLL

\$ 303,320.05



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, September 8, 2020

ACCOUNTS PAYABLE

Clerk's Check #131173- Kendall County Recorder *(Page 1)*
City Check Register *(Pages 2 - 22)*

DATE

08/19/2020 \$ 201.00
09/08/2020 174,320.45

SUB-TOTAL: \$174,521.45

PAYROLL

Bi - Weekly *(Page 23)*

08/21/2020 \$ 303,320.05

SUB-TOTAL: \$ 303,320.05

TOTAL DISBURSEMENTS: \$ 477,841.50



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 2020-67

Agenda Item Summary Memo

Title: Proclamation for Constitution Week

Meeting and Date: City Council – September 8, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2020, marks the two hundred thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, John Purcell, by virtue of the authority vested in me as Mayor of the United City of Yorkville, do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this 8th day of September, 2020.

John Purcell, Mayor



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

Mayor's Report #2

Tracking Number

CC 2020-68

Agenda Item Summary Memo

Title: IMRF Authorized Agent Resolution

Meeting and Date: City Council – September 8, 2020

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: Mayor & City Council
From: Rob Fredrickson, Finance Director
Date: September 1, 2020
Subject: IMRF Authorized Agent Resolution

The attached resolution appoints David R. “Rob” Fredrickson, Director of Finance, as the City’s Authorized Agent to the Illinois Municipal Retirement Fund (IMRF). The Authorized Agent is responsible for the local administration of IMRF, which includes activities such as enrolling and terminating employees in the Fund and ensuring timely remittance of pension contributions.

Due to the fact that Finance Director Fredrickson is responsible for the City’s payroll function, which encompasses IMRF procedures, staff recommends his appoint as Authorized Agent.

**RESOLUTION APPROVING AUTHORIZED AGENT OF THE
UNITED CITY OF YORKVILLE TO THE ILLINOIS MUNICIPAL RETIREMENT FUND**

WHEREAS, the United City of Yorkville is a participant in the Illinois Municipal Retirement Fund in order to provide a sound and efficient system for the payment of benefits to City officers and employees as provided in the Illinois Pension Code (the “*Pension Code*”); and,

WHEREAS, Section 7-135 of the Pension Code directs all participating municipalities to appoint an “authorized agent” who shall have such powers and duties as provided therein; and,

WHEREAS, the Mayor and the City Council of the United City of Yorkville deem it in the best interest of the United City of Yorkville to appoint David R. Fredrickson as the United City of Yorkville Illinois Municipal Retirement Fund Authorized Agent.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that David R. Fredrickson be appointed as the United City of Yorkville Illinois Municipal Retirement Fund Authorized Agent and that the Mayor and City Clerk are hereby authorized to execute any and all documentation required by the Illinois Municipal Retirement Fund to certify said appointment.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

JASON PETERSON _____

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

MAYOR

Attest:

CITY CLERK



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 #3

Tracking Number

CC 2020-69

Agenda Item Summary Memo

Title: Local CURE Program Participation Agreement

Meeting and Date: City Council – September 8, 2020

Synopsis: 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: Carri Parker, Purchasing Manager

Administration

Name

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Date: September 8, 2020
Subject: Local CURE Program Participation

Summary

Approval of an Ordinance to participate in the Local CURE Program.

Background

The COVID-19 pandemic has had global implications, including right here in Yorkville both across the community and within the City organization. The City continues to provide services to the people and businesses in our community, while experiencing a decline in revenues and watching our COVID-related expenses increase.

Staff has stretched City resources to support the needs of our community by adjusting to different work schedules, locations, and even different responsibilities to ensure that we were able to serve our community and local businesses. Multiple staff members pivoted fully to managing and responding to the impacts of COVID, including supporting local businesses, managing operational changes, technology implications, daily cleaning and disinfecting, procurement of personal protective equipment, and so much more. All of this is added to the ongoing responsibility of providing services to the community.

The federal government has provided two programs for reimbursement of COVID-19 expenses. These programs will assist in reimbursing the City for expenses related to the COVID-19 pandemic.

1. Local CURE Program: The Local CURE program is an assistance program that applies to all units of local government (as defined by the Illinois Constitution) outside of Cook, Lake, Will, Kane, & DuPage counties. This funding is federally funded from the Coronavirus Relief Fund using dollars allocated to Illinois through the CARES Act. CURE funding is administered by DCEO.

The City of Yorkville has been allocated \$784,715 for COVID-related reimbursements through the Local CURE Program. As a reimbursement program, the City must submit evidence of expenditures prior to receiving the funds. The following expenditures qualify for reimbursement under CURE:

- Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment

- capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
- Public health expenses, including but not limited to:
 - expenses for communication and enforcement by local governments of public health orders related to COVID-19, including the purchase of media for public health messages related to mask-wearing and social distancing,
 - expenses for establishing public health programs like one to reimburse businesses for public health measures such as PPE, installation of plexiglass barriers, touchless hand sanitizer stations in public places, and other such expenses;
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19; or
- Expenses for actions taken to facilitate compliance with COVID-19 related public health measures.

The timeline of the Local CURE Program is as follows:

Date	Action Item	Status
August 3	DCEO begins sending certification forms to Local Governments	Received
August 19	The Local CURE Support Program Portal will open for registration	Done
August 26	The Local CURE Support Program Portal will begin accepting reimbursement requests	
On or about November 1	Local Governments will receive spending status request from the Department of Commerce & Economic Opportunity	
December 1	Spending status report due to the Department of Commerce & Economic Opportunity. Reported lapse of allotments will be reallocated within the program, pursuant to the administrative rules.	
December 30	Final day that costs can be incurred	
January 31	Final day to submit reimbursement request (request can be in February if funding is received in later allocation)	

2. The second program that the Federal Government has provided for reimbursement of COVID-19 expenses is the Federal Emergency Management Agency (FEMA) – Public Assistance (PA) Program: FEMA assistance will provide a 75 percent federal cost-share of eligible expenditures. The amount of funding is based on the amount of funds remaining that were allocated to the program as a whole. Local CURE funding can be

used as the 25 percent local match for FEMA funding. At this time, FEMA does not have a timeline of when expenses need to be submitted.

Staff has been tracking COVID-related expenditures since the pandemic began. This includes staff time responding to and researching COVID-related issues and policies; cleaning and disinfecting workstations, vehicles, and public buildings; procuring supplies and materials for staff; participating in COVID related webinars that directly affect our residents, local businesses, and staff; and assisting the public and local businesses with the impacts of COVID.

Most supply expenditures are reimbursable through FEMA. Staff time and contractual service reimbursements are limited to CURE. There is a possibility that more costs could be associated with COVID at a later date should the program criteria change (i.e., Economic Development awards, Utility Bill discounts, or Revenue shortfalls).

Prior to submitting expenditures, the City Council must adopt by ordinance a certificate permitting the City to participate in the program. The Mayor previously signed the agreement as it was not until recently that IML recommended that the agreement be approved through an ordinance.

Staff will continue to track and submit expenditures throughout the term of the program, as well as monitor state and federal legislation for further COVID reimbursement opportunities.

Recommendation

Staff recommends the City Council approve an ordinance authorizing the City to participate in the Local CURE Program.

Attachments

- Ordinance
- Local CURE Program Certification Form

**AN ORDINANCE PERTAINING TO THE LOCAL CURE PROGRAM
(COVID-19 EXPENDITURE REIMBURSEMENTS)**

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

WHEREAS, the City has in full force and effect a codified set of those ordinances of the City which are of a general and permanent nature, which said codified set is known and designated as the City Code of the United City of Yorkville, as amended; and

WHEREAS, the City is an Illinois municipality, eligible for reimbursement of funds through the Local Coronavirus Urgent Remediation Emergency Support Program (Local CURE Program), 20 ILCS 605/605-1045; and

WHEREAS, the Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury’s Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 (“CARES Act”); and

WHEREAS, as a Local Government recipient of financial support through the Local CURE Program, the City is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the “Department”) for the specific purposes and in compliance with the terms and certifications of the Local CURE Program; and

WHEREAS, the corporate authorities of the City have determined that it is advisable, necessary and in the best interest of the City to enter into the attached Local CURE Program

Financial Support Conditions and Certification in order to participate in and receive the funding pursuant to the Local CURE Program.

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

Section 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2: The Financial Support Conditions and Certification in substantially the form of the exhibit attached hereto is hereby incorporated herein by reference, authorized and approved.

Section 3: The City Mayor is hereby authorized to execute and deliver and the City Clerk is hereby authorized to attest to said execution of said certification in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the City.

Section 4: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 5: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, 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

LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY SUPPORT PROGRAM
("Local CURE Program")

FINANCIAL SUPPORT CONDITIONS AND CERTIFICATION

United City of Yorkville ("Local Government"), with its principal office at **800 Game Farm Rd, Yorkville, IL 60560**, is eligible to receive an amount not to exceed **\$784,715** ("allotment") as financial support pursuant to the Local CURE Program.

The Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act").

As a Local Government recipient of financial support through the Local CURE program, the Local Government is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes as set forth below. To participate in the Local CURE Program, the Local Government must remain in compliance with the terms and certifications stated herein. Please review the items below carefully, as the Local Government and its representative shall warrant that all material facts presented are accurate. If the Local Government is unable to provide this assurance, it is ineligible to receive financial support under the Local CURE Program.

The Department may enter into an agreement with one or more third parties to assist in the administration of the Local CURE Program. The Local Government shall adhere to all instructions or guidance issued by the Department's third party vendors in addition to those of the Department.

The allowable uses of program funds and eligible expenditures set forth in this certification will be modified by the Department, in accordance with the Illinois Administrative Procedure Act, if the CARES Act or the U.S. Department of the Treasury guidance is amended to authorize different categories of eligible uses or eligible expenses.

The Local Government should return this signed Financial Support Conditions and Certification by **October 1, 2020**.

FINANCIAL SUPPORT CONDITIONS

As the authorized representative of the Local Government, I agree and certify that the Local Government:

General Information

1. Provided true and accurate information on the following documents, as applicable: the application and the IRS Form W-9.
2. Will have, by the time Local Government submits its first request for reimbursement, an active registration on the federal System for Award Management (“SAM”) and will maintain an active SAM registration throughout the duration of the Local Government’s participation in the Local CURE Program.
3. Is a “unit of local government” as defined by the Illinois Constitution, Article VII, Section 1 and has the legal authority to apply for and receive financial support under the Local CURE Program.
4. Is not located completely within one or more of the five Illinois counties that received direct allotments from the CARES Act fund (Cook, DuPage, Kane, Lake, or Will).

Local CURE Program Requirements

5. Has incurred or will incur eligible costs, as defined by 14 Ill. Admin. Code Part 700, for which it will seek reimbursement from the Department under the Local CURE Program. Specifically, the costs incurred by the Local Government:
 - a. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - b. are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the unit of local government; and
 - c. were or will be incurred during the period that begins on March 1, 2020 and ends December 30, 2020.
6. Understands that pursuant to the Local CURE Program, the Local Government will only be permitted to seek reimbursement from the Department for costs that have already been expended for services performed or goods received. No advance payments will be permitted.
7. Shall seek reimbursement from one or more of the following five categories of eligible incurred expenses:
 - a. Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
 - b. Public health expenses, including but not limited to: expenses for communication and enforcement by local governments of public health orders related to COVID-19;
 - c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19;
 - d. Expenses for actions taken to facilitate compliance with COVID-19 related public health measures; and
 - e. Any other COVID-19 related expenses reasonably necessary to the function of government, or for other uses approved by the Department, that satisfy the Local CURE Program eligibility criteria. The Local Government must document how expenses are related to COVID-19.

8. Understands that to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
9. Understands that it is Local Government's responsibility to communicate with and report to the Department Local Government's needs regarding the allotment on a regular basis, as directed by the Department. This includes the requirement that Local Government report as soon as practicable if it believes that a portion of the allotment will not be utilized by the Local Government, OR if Local Government is in need of additional funds in excess of the allotment, for costs which will be incurred by December 30, 2020 and which will comply with all the Local CURE Program requirements.
10. Understands that on or around **November 1, 2020**, the Department will send a notice to Local Government indicating that it must report in detail: (a) how Local Government intends to spend the remainder of the initial allotment, and (b) any anticipated eligible expenses through December 30, 2020 in excess of the local government's initial allotment. If, by **December 1, 2020**, Local Government does not submit a report to the Department, or the detailed report submitted by Local Government reveals that some or all of the allotment will not be utilized by the Local Government, the Department will redirect, in accordance with 14 Ill. Admin. Code Part 700, the projected unspent balance to other local governments eligible for the Local CURE Program, which have reported a need for funds.
11. Understands that all requests for reimbursement for any Local CURE Program allotment received by Local Government before February 1, 2021 must be received by the Department or its third party administrator by **January 31, 2021**.
12. Understands that if Local Government's allotment has a remaining balance of funds for which Local Government has not sought reimbursement by January 31, 2021, on **February 1, 2021**, the remaining balance will be redirected to one or more local governments eligible for the Local CURE Program, which have a need for funds.
13. Understands that if the Local Government receives an allotment on or after **February 1, 2021**, the Local Government must submit all requests for reimbursement for this allotment to the Department or its third party administrator by **February 28, 2021**.
14. Understands that for any allotment received by Local Government on or after December 1, 2020, to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
15. Understands that the Local Government will submit to the Department or its third party administrator requests for reimbursement on forms provided by the Department or its third party administrator, including all required supporting documentation and in the manner requested by the Department or third party administrator, that the third party administrator will review the information received for eligibility, and if approved, the payment(s) will be released by the Department to the Local Government.
16. Understands that funds received through the Local CURE Program may not be used to fill shortfalls in the Local Government's revenue to cover expenditures that would not otherwise qualify under the program unless the Department authorizes such expenditures, in accordance with the Illinois Administrative Procedure Act, after a modification to the CARES Act or subsequent guidance issued by the U.S. Department of the Treasury.

17. Shall not seek reimbursement for incurred expenses under the Local CURE Program for which the Local Government has received or will receive a duplicate benefit through another State or federal funding opportunity.
18. Understands that any funding provided through the Local CURE Program is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Local Government shall follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.
19. Shall use the funds received from the Department in accordance with the requirements of the Local CURE Program, including the statute (20 ILCS 605/605-1045), rules (14 Ill. Admin. Code Part 700), including any amendments thereto, and all written guidance and manuals issued by the Department and/or its third party administrator. The Department, as the administrator of the Local CURE Program, has the authority to take any action necessary to bring Local Government into compliance with the program requirements.
20. Understands that the Department reserves the right to seek a refund from the Local Government if the Department, another State agency or the federal government finds that the Local Government: (a) made a false or fraudulent statement to the Department or its third party administrator; (b) made a false or fraudulent claim for funds; or (c) spent the Local CURE Program funds on ineligible expenses or for duplicate costs that were reimbursed through another federal or State program.

Local CURE Program Administrative Requirements

21. Shall provide all necessary forms, documentation and information as required or requested by the Department or its third party administrator(s) to operate the Local CURE Program.
22. Shall submit all required reports and information requested by the Department or the third party administrator including, but not limited to, information demonstrating funds received under the Local CURE Program were deposited in an account held by the Local Government.
23. When requesting a reimbursement, shall submit a report certifying the costs, as required by 2 CFR 200.415, and provide all documentation and information required by 14 Ill. Admin. Code Part 700, and any other information requested by the Department or its third party administrator.
24. Shall include Local CURE funding in the applicable financial statement and/or audit of the Local Government, including a Single Audit pursuant to the Single Audit Act (31 U.S.C. §§7501-7507).
25. Shall not seek reimbursement for costs paid to an entity on the federal or State debarred and suspended list.
26. Shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200): 2 CFR 200.303 regarding internal controls; 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.

General Administrative Requirements

27. Is complying with all relevant State and federal laws and regulations.
28. And its affiliate(s), is/are not barred from receiving the Local CURE Program funds because the Local Government, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Local Government, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Local Government acknowledges the Department may terminate and/or seek a refund of the Local Government's Local CURE Program allotment if this certification is false (30 ILCS 500/50-11).
29. Shall continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
30. Shall comply with all relevant laws and regulations concerning non-discrimination.
31. Shall pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
32. Shall prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
33. Has no action, lawsuit or proceeding pending or, to the knowledge of the Local Government, threatened which questions the legality or propriety of the transactions contemplated by the receipt of funds through the Local CURE Program or which will have a material adverse effect on the performance required by the Local Government.
34. Has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Local Government or its principals and key personnel that will be involved in the use of the Local CURE Program funds received.
35. Has not received any notice that any of its principals or key personnel that will be involved in the use of the Local CURE Program funds are the subject of any criminal investigations or charges.
36. Understands that neither the Department nor the Local Government shall be liable for actions chargeable to the other party related to the Department's provision of funds to the Local Government including, but not limited to, the negligent acts and omissions of a party's agents, employees or subcontractors in the performance of their duties, unless such liability is imposed by law.
37. Understands that receiving funds pursuant to the Local CURE Program is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend the Local Government's allotment, in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated or otherwise made available to the Department by the State or the federal funding source, (ii) the Governor or the Department

reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Local Government of any such funding failure and its election to terminate or suspend Local Government's allotment as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

Accessibility of Records and Retention

38. Shall make books, records, related papers, supporting documentation, financial records and personnel relevant to the Local CURE Program available to authorized Department representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, federal authorities, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Local Government shall cooperate fully in any such audit or inquiry. Failure by the Local Government to maintain books, records, financial records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Local CURE Program for which adequate books, records, financial records and supporting documentation are not available to support disbursement.
39. Understands that the Department or its third party administrator will conduct monitoring of the Local CURE Program to ensure funds were spent in accordance with the Local CURE Program statute and the administrative rules.
40. Shall provide to any agent authorized by the Department, upon presentation of credentials, full access to, and the right to examine, any document, papers and records either in hard copy or electronic format, of the Local Government involving transactions related to the Local CURE Program.
41. Shall maintain for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records and all other records pertinent to the Local CURE Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

Other Expenditures Prohibited by the CARES Act

42. Shall not seek reimbursement under the Local CURE Program for expenditures prohibited by section 5001(b) of the CARES Act, including, but not limited to:
 - a. advocacy for the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act;
 - b. dissemination of deliberately false or misleading scientific information;
 - c. lobbying; or
 - d. expenses for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition

caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Please Answer the Following Questions:

1. Does the Local Government intend to use the full allotment of funds set forth in the first paragraph, above? ☒ Yes ☐ No
 - a. If yes, the Local Government agrees that it shall notify the Department as soon as practicable if the Local Government determines that it will not use its full allotment.
 - b. If no, approximately, how much of the allotment does the Local Government plan to use? \$ _____
2. Does the Local Government have or estimate it will have additional Local CURE Program eligible expenses greater than the allotment set forth in the first paragraph, above?
☐ Yes ☒ No
 - a. If yes, please provide an estimate of the additional funds needed and the types of expenses generally. _____

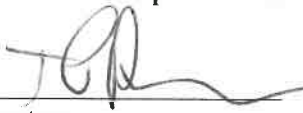
3. Does the Local Government plan to use any of the funds received through the Local CURE program from the Department as a required match component for another State or federal program? ☒ Yes ☐ No
 - a. If yes, please describe the program(s). FEMA Public Assistance Program

CERTIFICATION

The individual below, acting in the capacity to represent the Local Government in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief.

I declare under penalty of perjury that the above statements are true and correct.

Authorized Representative



Signature

John Purcell, Mayor

Name & Title

8/20/2020

Date

jpurcell@yorkville.il.us

E-mail

36-6006169

Local Government FEIN

112382973

Local Government DUNS Number

Primary Local Government Contact for Local CURE Program

Name: Carri Parker

Title: Purchasing Manager

Address: 800 Game Farm Road, Yorkville, IL 60560

Phone: 630-746-0871

E-mail: cparker@yorkville.il.us



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2020-70

Agenda Item Summary Memo

Title: Old Jail – Payout Recommendation and Budget Amendment

Meeting and Date: City Council – September 8, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 3, 2020
Subject: Old Jail sewer, water, and electrical services

Summary

Consideration of a budget amendment that will allow the City to payout rather than complete the obligation to provide water, sewer, and electrical services to the old jail project.

Background

This item was last discussed by the City Council in August 2019, when the City Council approved Ordinance 2019-42 (attached), which initiated the sale and redevelopment of the jail to KCJ Restoration. Section 3.5 and 3.6 of the agreement obligated the City to provide water, sewer, and electrical services in the building, or pay the developer for the cost of installing said services, up to \$20,000.

This City obligation was originally thought to provide a way to limit the City's cash outlay on the project, but the City's workload has been greatly upended by the August tornado, the pandemic, the pandemic related budget cuts of part-time help in both the Public Works and Parks Department, and an unexpected dramatic increase in new housing starts and inspections. Eric Dhuse has drafted a memo showing the in-house costs and workload required to complete the services, the impacts to other services provided, and the recommendation to payout the obligation rather than complete it. Accordingly, I have asked Rob Fredrickson to draft a budget amendment to facilitate the payout of the obligation.

Recommendation

Staff recommends approval of the budget amendment allowing the City to payout the equivalent cost to complete the water, sewer, and service lines for the old jail project.



Memorandum

To: Bart Olson, Administrator
From: Eric Dhuse, Director of Public Works
CC:
Date: August 26, 2020
Subject: 111 Madison Water/Sewer/Electrical Service Cost Estimate

Bart,

Below, please find the cost estimate to install two new water services, one sanitary sewer service, and 5 residential electric services to the old jail.

Pavement removal and excavation - \$1100

Tipping fees to dispose of pavement and spoils

Sewer and Water material - \$1200

pipe, fittings and b boxes.

Trench backfill - \$1800

Stone for the roadway to avoid settling.

Pavement patching - \$750

4" thick patch to match existing roadway

Landscaping - \$500

Black dirt, seed, fertilizer, straw blanket.

Machinery rental - \$2750

We would need to rent an excavator for a week to perform the work. The sanitary sewer is too deep for our machine, and the excavator is much more maneuverable up near the building where it will be tight quarters.

Trench Box Rental - \$1000

This is a conservative estimate. We may need 2 trench boxes to get as deep as the sewer service.

Labor - \$8000

This would be a 5-person crew for approximately 40 each hours of work at \$40/hr with benefits average. I believe we could complete the actual water service in a week, the landscaping and pavement patching may put us a couple days into the next week. This would increase the cost if that were to happen.

Total Estimated Cost - \$17,100

Items of concern

- I would need to verify is how thick the limestone foundation is on that building. If it is as thick as I heard (2') I don't know how we would drill through it, or at what cost.
- With this estimate, we do not know the exact placement of the service locations. If they are looking to have these brought up through the floor, under the footings, this estimate is not accurate. The cost will be much higher if that is the case.
- If they are looking to get the services installed yet this year, we would have a very hard time losing 5 employees for a week. Our workload has not slowed down this year, in fact, it has increased with the loss of seasonal help. Some of the major projects left are hydrant flushing, brush pick up, leaf pick up, truck prep for plowing, mowing, install street lights at Raintree, sidewalk replacement, wet well cleaning, and jetting.

Electrical Service Cost

Residential Electric Service Parts - \$575.00 X 5 services = \$2875

Includes meter socket, bushings, wire, main circuit breaker, etc.

Labor - \$1500

30 hours of work at \$50/hr for our electrician.

Total Estimated Cost - \$4375

Items of Concern

- This assumes that the meter socket and panel will be within 6' of each other as is typical in a residential home. If this is not the case due to the location of the units, the price will increase.
- To echo the concern from the water services, I would have to verify the thickness of the foundation or area that they would like to penetrate with the electric services. If they are in a location where the limestone foundation is very thick, the price could increase quite dramatically.
- Without knowing the exact electrical plan for the building, I am not 100% confident in my estimate. What is shown above is a estimate based on the known conditions at the site.

Ordinance No. 2020-____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2020 AND ENDING ON APRIL 30, 2021

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. 2020-26 on April 14, 2020 adopting an annual budget for the fiscal year commencing on May 1, 2020 and ending on April 30, 2021; 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 2020-2021 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 _____, A.D. 2020.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

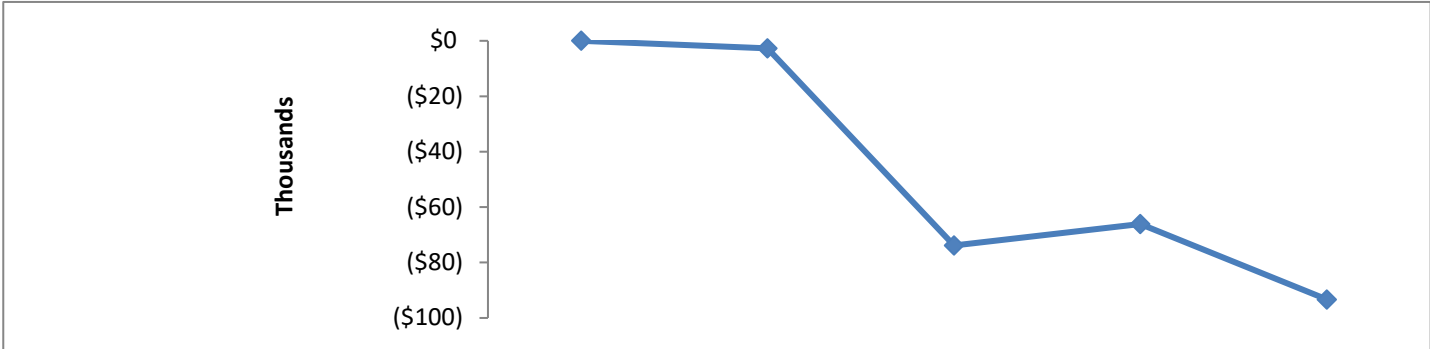
APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2020.

MAYOR

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 2018 Actual	FY 2019 Actual	Unaudited FY 2020 Actual	FY 2021 Adopted Budget	FY 2021 Amended Budget
Revenue					
Taxes	-	-	24,171	25,000	25,000
Other Financing Sources	-	-	1,000	-	-
Total Revenue	-	-	25,171	25,000	25,000
Expenditures					
Contractual Services	-	2,736	96,235	22,500	44,500
Total Expenditures	-	2,736	96,235	22,500	44,500
Surplus (Deficit)	-	(2,736)	(71,064)	2,500	(19,500)
Ending Fund Balance	0	(2,736)	(73,800)	(66,065)	(93,300)



United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND REVENUE

DOWNTOWN TIF II FUND REVENUE				Unaudited	FY 2021	FY 2021
Account	Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	Adopted Budget	Amended Budget
Taxes						
89-000-40-00-4000	PROPERTY TAXES	-	-	24,171	25,000	25,000
	Total: Taxes	\$0	\$0	\$24,171	\$25,000	\$25,000
Other Financing Sources						
89-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	1,000	-	-
	Total: Other Financing Sources	\$0	\$0	\$1,000	\$0	\$0
	Total: DOWNTOWN TIF II REVENUE	\$0	\$0	\$25,171	\$25,000	\$25,000

United City of Yorkville
Downtown TIF II Fund

890

DOWNTOWN TIF II FUND EXPENDITURES

DOWNTOWN TIF II FUND EXPENDITURES				Unaudited	FY 2021	FY 2021
Account	Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	Adopted Budget	Amended Budget
Contractual Services						
89-890-54-00-5425	TIF INCENTIVE PAYOUT <i>KCJ Restoration Incentive</i>	-	-	80,000	17,500	39,500
89-890-54-00-5462	PROFESSIONAL SERVICES	-	2,736	16,235	5,000	5,000
89-890-54-00-5470	FACADE REHAB PROGRAM	-	-	-	-	-
Total:	Contractual Services	\$0	\$2,736	\$96,235	\$22,500	\$44,500
Total: DOWNTOWN TIF II EXPENDITURES		\$0	\$2,736	\$96,235	\$22,500	\$44,500

**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 a the terms of the Redevelopment Agreement attached hereto.

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

Section 1. All of the Preambles 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 AYE

DAN TRANSIER AYE

JACKIE MILSCHEWSKI AYE

ARDEN JOE PLOCHER AYE

CHRIS FUNKHOUSER AYE

JOEL FRIEDERS AYE

SEAVER TARULIS AYE

JASON PETERSON AYE

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

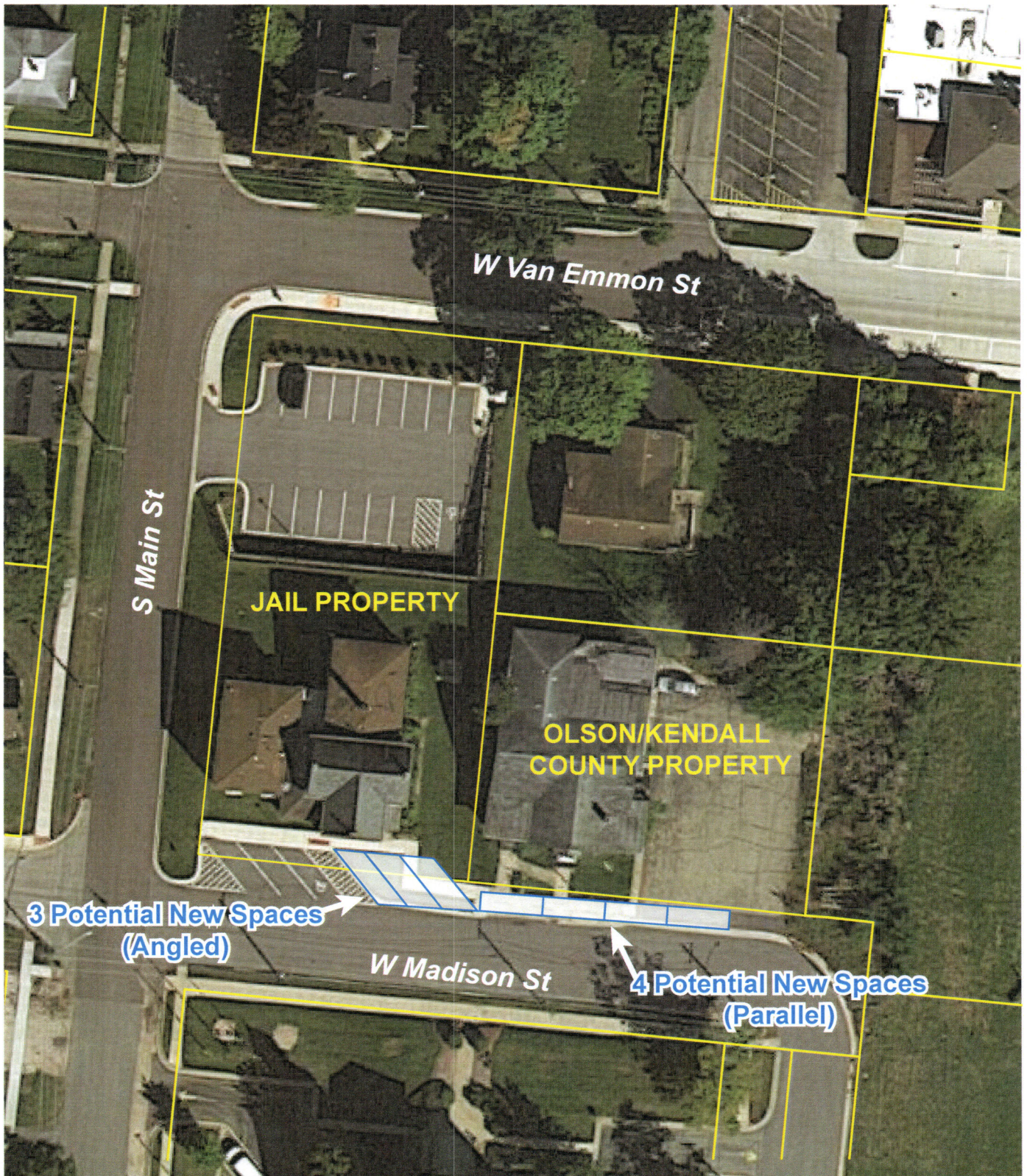
LOTS 1 AND 2 IN BLOCK 28, IN THE ORIGINAL VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

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: _____



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 #5

Tracking Number

CC 2020-71

Agenda Item Summary Memo

Title: Settlement and Judgment Order – Fox Valley Family YMCA, Inc.

Meeting and Date: City Council – September 8, 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 13, 2020
Subject: YMCA Settlement Agreement

Summary

Consideration of a settlement agreement between the City and the Fox Valley YMCA, allowing for de-annexation of the YMCA property.

Background

This item has never been discussed publicly by the City Council. The YMCA purchased vacant property of roughly 27 acres over two acquisitions in 2014 and 2016, for purposes of construction of a future facility. After acquisition, the YMCA decided it would rather develop in the County than the City, and sought to de-annex from the City through court petition. The matter has been in litigation since, and the attached document is a settlement agreement negotiated by the parties for the past several months.

The summary of the settlement agreement is as follows:

- 1) The property may be de-annexed from the City immediately, and may remain de-annexed as long as it is owned or operated by the YMCA as a YMCA facility.
- 2) If the use of the property changes or the YMCA wishes to sell the property to a buyer who will not run a YMCA-type facility, the property will be petitioned for annexation back into the City.
 - a. The annexation into the City limits will be a simple annexation ordinance, with no conditions or development entitlements other than zoning. The City will zone the property B-3 at time of annexation.
 - b. If the buyer backs out of the sale anytime before annexation vote, the petition to annexation may be withdrawn/canceled. If the buyer backs out of the sale after the annexation vote but before closing, the City will de-annex the property.

Recommendation

Staff recommends approval of the settlement agreement.

**AN ORDINANCE APPROVING SETTLEMENT AND JUDGMENT ORDER
IN THE MATTER OF FOX VALLEY FAMILY YMCA, INC. vs. UNITED CITY OF YORKVILLE**

WHEREAS, in 2001, the United City of Yorkville, Kendall County, Illinois (the “City”) annexed approximately 633 acres of territory, 27.15 acres of which was acquired by the Fox Valley Family YMCA, Inc. in 2014 and 2015 (the “*Plaintiff*”); and,

WHEREAS, the Plaintiff petitioned the City to de-annex the 27.15 acres from the City on the basis that the de-annexation of this area would not disrupt any municipal services, result in the isolation of any properties within the City’s boundaries, disrupt growth prospects or result in a loss of revenue; and,

WHEREAS, the City maintained that it was not in the best interest to permit the de-annexation and the Plaintiff commenced legal proceedings before the Circuit Court of Kendall County, Illinois; and,

WHEREAS, after many discussions regarding the future use of this acreage, the Plaintiff and the City have agreed on terms to settle the matter of de-annexation as proposed in the Settlement and Judgment Order attached hereto and made a part hereof; and,

WHEREAS, the Mayor and City Council have reviewed the proposed Settlement and Judgment Order 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 therein.

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 and Judgment Order by and between the Fox Valley Family YMCA, Inc., an Illinois not-for-profit corporation, Plaintiff, and The United City of

Yorkville, an Illinois corporation 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

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Above Space for Recorder Use Only

IN THE CIRCUIT COURT FOR THE TWENTY THIRD JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

FOX VALLEY FAMILY YMCA, Inc., an)
Illinois not-for-profit corporation,)

Plaintiff,)

v.)

THE UNITED CITY OF YORKVILLE, an)
Illinois municipal corporation,)

Defendant.)

Case No. 2016 MR 162

SETTLEMENT AND JUDGMENT ORDER

THIS CAUSE having come on to be heard by this Honorable Court by and through Plaintiff's Attorney, Law Offices of Daniel J. Kramer and Defendant having been represented by Michelle LaGrotta; and the Court having considered the positions of the parties in various Pre-trials; and the parties arriving at a settlement of all issues in this cause, hereby agree to enter into this Settlement Agreement and Judgment Order by Consent:

SETTLEMENT AGREEMENT

In total settlement of the issues between the parties hereby agree as follows:

A. Plaintiff and Defendant agree that the subject real property owned by the Fox Valley Family YMCA, Inc., as described in the attached *Exhibit A*, and located within the United City of Yorkville, Bristol Township, Kendall County, Illinois (the “*Subject Property*”), shall be de-annexed from the City limits of the United City of Yorkville, subject to the following conditions:

1. Unless one of the exemptions as hereinafter stated in paragraph 3 shall apply, the Plaintiff agrees that in the event the Plaintiff sells, conveys, leases, gifts or transfers title to the Subject Property or at any time hereafter sells, conveys, leases, gifts or transfers any portion of the Subject Property, the Plaintiff shall, prior to any such sale, conveyance, lease, gift or transfer, join with the grantee or lessee (as the case may be) to petition the United City of Yorkville to annex the Subject Property to the United City of Yorkville or prior to the sale, conveyance, lease, gift or transfer of any portion of the Subject Property, Plaintiff shall join with the grantee or lessee to petition the United City of Yorkville to annex such portion of the Subject Property to the United City of Yorkville without any conditions, it being understood that the Plaintiff, its successors and assigns and the grantee or the lessee shall not withdraw any petition to annex the Subject Property or any portion thereof. In the event the transfer of title to the Subject Property, or any portion thereof, does not occur, for any reason, the Subject Property shall be de-annexed once again.

2 Upon annexation, the Subject Property or any portion thereof shall be zoned B-3 under the Yorkville Municipal Code.

3. The following transactions shall be exempt from the provisions in paragraph 1 above:

- (i) any lease of a room or rooms within a structure owned by the Plaintiff or the lease of a structure owned by the Plaintiff to an organization rendering services in furtherance of the Plaintiff's mission ;
- (ii) any sale, conveyance, lease, gift or transfer to a not-for-profit organization providing services as provided by the Plaintiff, it being understood that such not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer; or,
- (iii) any conveyance resulting from a merger of the Plaintiff with another not-for-profit organization which new entity shall provide the services as provided by the Plaintiff, it being understood that the new not-for-profit organization shall be bound by this Settlement and Judgment Order regarding any future sale, conveyance, lease, gift or transfer.

2. Plaintiff and Defendant shall each be responsible for payment of their respective Attorney's fees and costs incurred in this action.

B. This Settlement Agreement shall run with the land and be binding upon the successors and assigns of each party hereto.

Fox Valley YMCA, Inc.

Authorized Representative

Daniel J. Kramer, Law Offices of
Daniel J. Kramer, Attorney for
Plaintiff

United City of Yorkville, an Illinois
municipal corporation

Mayor

Attest:

City Clerk

Michelle LaGrotta, Attorney for the
United City of Yorkville

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

This instrument was acknowledged before me this ____ day of _____, 2020, by

Notary Public

My Commission Expires:

*This instrument was prepared by and
after recording, mail this instrument:*

Law Offices of
Daniel J. Kramer
1107A South Bridge Street
Yorkville, Illinois 60560
630.553.9500
dkramer@dankramerlaw.com



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

City Council Report #1

Tracking Number

CC 2020-72

Agenda Item Summary Memo

Title: Res. Recognizing and Affirming Support for the United City of Yorkville Police Dept.

Meeting and Date: City Council – September 8, 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:

This item was added to the agenda at the request of Alderman Funkhouser, Alderman Transier,

Alderman Milschewski, and Alderman Peterson.

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>

**A RESOLUTION IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS RECOGNIZING AND AFFIRMING SUPPORT FOR THE UNITED CITY OF
YORKVILLE POLICE DEPARTMENT**

WHEREAS, the United City of Yorkville has a rich history of collaboration and coming together as demonstrated by the union of the Villages of Yorkville and Bristol in 1957;

WHEREAS, law and order exists within a community based upon collaboration between the residents and its law enforcement men and women sworn to serve the community;

WHEREAS, the Yorkville Police Department employs sworn and civilian staff comprised of educated and highly trained individuals that are committed to the standards of the law enforcement profession, the highest ethics and expectations of the community;

WHEREAS, in service to the community, the officers of the Yorkville Police Department strive to create relationships with residents and connect to the community through the interactions of our school resource officer, participating in neighborhood activities, and being part of the community they serve.

WHEREAS, recently three officers of the Yorkville Police Department were recognized at the 35th annual Respect for Law banquet for investigator of the year, a life-saving award and nomination for officer of the year;

WHEREAS, the Yorkville Police Department regularly reviews, updates and implements policies, procedures and training in accordance with Local, State and Federal laws and best practices of law enforcement;

WHEREAS, the United City of Yorkville City Council and the Yorkville Police department will uphold the right of the people to peaceably assembly to express their freedom of speech as has happened several times this summer without incident;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, remain steadfast in our support of and for the men and women sworn to protect our community, reducing crime all the while not placing the public in danger;

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and City Council of the United City of Yorkville are unwavering in our appreciation for and stand behind our officers who in their civic service risk their lives and risk bodily harm in order to protect and maintain order for our Community. To not publicly acknowledge support for our police department would be akin to supporting movements against our dedicated and professional men and women in blue.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

JASON PETERSON _____

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

MAYOR

Attest:

CITY CLERK



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2020-73

Agenda Item Summary Memo

Title: FY 21 Budget Update

Meeting and Date: City Council – September 8, 2020

Synopsis: A verbal update will be given at the meeting.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: N/A

Council Action Requested: Discussion

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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