



## United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

### AGENDA CITY COUNCIL MEETING

**Tuesday, May 9, 2023**

**7:00 p.m.**

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

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#### Call to Order:

#### Pledge of Allegiance:

#### Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

#### WARD II

Arden Joe Plocher

Craig Soling

#### WARD III

Chris Funkhouser

Matt Marek

#### WARD IV

Seaver Tarulis

Rusty Corneils

#### Establishment of Quorum:

#### Comments by Mayor or Aldermen:

#### Adjournment of sine die (session):

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#### Swearing-in of Newly Elected Officials:

Mayor, John Purcell

Ward 1 Alderman, Dan Transier

Ward 2 Alderman, Craig Soling

Ward 3 Alderman, Chris Funkhouser

Ward 4 Alderman, Rusty Corneils

#### Call to Order:

#### Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

#### WARD II

Arden Joe Plocher

Craig Soling

#### WARD III

Chris Funkhouser

Matt Marek

#### WARD IV

Seaver Tarulis

Rusty Corneils

#### Amendments to Agenda:

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#### Recess

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#### Presentations:

#### Public Hearings:

#### Citizen Comments on Agenda Items:

**Consent Agenda:**

1. Minutes of the Regular City Council – April 11, 2023
2. Minutes of the Regular City Council – April 25, 2023
3. Bill Payments for Approval
  - \$ 704,900.88 (vendors – FY 23)
  - \$ 43,058.00 (vendors – FY 24)
  - \$ 148,405.87 (wire payments)
  - \$ 407,316.60 (payroll period ending 04/28/2023)
  - \$ 1,303,681.35 (total)

**Mayor's Report (cont'd):**

1. CC 2023-22 Motorcycle Awareness Proclamation
2. CC 2023-23 United City of Yorkville and Yorkville School District 115 Intergovernmental Agreements
  - a. Resolution Approving an Intergovernmental Agreement for Operation of a Preschool By and Between the United City of Yorkville and Yorkville Community School District 115
  - b. Resolution Approving an Intergovernmental Agreement Between Yorkville Community Unit School District No. 115 and the United City of Yorkville for Pre-closing Possession of 800 Game Farm Road
3. CC 2023-24 Selection of Mayor Pro Tem for Fiscal Year 2024
4. CC 2023-25 Appointment to Boards and Commissions
5. CC 2023-26 Appointments to City Council Committees – Administration, Economic Development, Public Safety and Public Works
6. CC 2023-27 Appointment of Department Heads
7. CC 2023-28 Oath of Office for Department Heads
8. CC 2023-29 City Administrator Employment Contract
9. CC 2023-30 Chief of Police Employment Contract
10. CC 2023-31 Appointment of Deputy Clerk
11. CC 2023-32 2023 Bond – Municipal Advisor and Bond Council Engagement Letters

**Public Works Committee Report:**

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor's Report (cont'd):**

12. CC 2021-04 City Buildings Updates

- a. Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois (Thirteenth Set of Change Orders)

13. CC 2021-38 Water Study 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, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: May 17, 2023 – 6:00 p.m. – East Conference Room #337:**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman	Finance	Library
Vice-Chairman: Alderman	Administration	
Committee: Alderman		
Committee: Alderman		

**ECONOMIC DEVELOPMENT: June 6, 2023 – 6:00 p.m. – East Conference Room #337:**

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

**PUBLIC SAFETY: July 6, 2023 – 6:00 p.m. – East Conference Room #337:**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman	Police	School District
Vice-Chairman:	Alderman		
Committee:	Alderman		
Committee:	Alderman		

COMMITTEES, MEMBERS AND RESPONSIBILITIES (cont'd):

**PUBLIC WORKS: May 16, 2023 – 6:00 p.m. – East Conference Room #337:**

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



UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, May 9, 2023**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**COMMENTS BY MAYOR OR ALDERMAN:**

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**SWEARING-IN OF NEWLY ELECTED OFFICIALS:**

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – April 11, 2023

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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2. Minutes of the Regular City Council – April 25, 2023

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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3. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2023-22 Motorcycle Awareness Proclamation

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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2. CC 2023-23 United City of Yorkville and Yorkville School District 115 Intergovernmental Agreements

a. Resolution Approving an Intergovernmental Agreement for Operation of a Preschool By and Between the United City of Yorkville and Yorkville Community School District 115

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

b. Resolution Approving an Intergovernmental Agreement Between Yorkville Community Unit School District No. 115 and the United City of Yorkville for Pre-closing Possession of 800 Game Farm Road

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_  
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\_\_\_\_\_

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3. CC 2023-24 Selection of Mayor Pro Tem for Fiscal Year 2024

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_  
☐ Removed \_\_\_\_\_  
☐ Notes \_\_\_\_\_  
\_\_\_\_\_  
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4. CC 2023-25 Appointment to Boards and Commissions

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_  
☐ Removed \_\_\_\_\_  
☐ Notes \_\_\_\_\_  
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5. CC 2023-26 Appointments to City Council Committees – Administration, Economic Development,  
Public Safety and Public Works

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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6. CC 2023-27 Appointment of Department Heads

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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7. CC 2023-28 Oath of Office for Department Heads

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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8. CC 2023-29 City Administrator Employment Contract

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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9. CC 2023-30 Chief of Police Employment Contract

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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10. CC 2023-31 Appointment of Deputy Clerk

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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11. CC 2023-32 2023 Bond – Municipal Advisor and Bond Council Engagement Letters

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MAYOR’S REPORT (CONT’D):**

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12. CC 2021-04 City Buildings Updates

a. Resolution Approving Change Orders relating to 651 Prairie Point Drive, Yorkville, Illinois  
(Thirteenth Set of Change Orders)

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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13. CC 2021-38 Water Study Update

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 – April 11, 2023

**Meeting and Date:** City Council – May 9, 2023

**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:** Jori Behland Administration  
Name Department

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
800 GAME FARM ROAD ON  
TUESDAY, APRIL 11, 2023**

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

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present – sworn in at 7:05 p.m.

Staff in attendance at City Hall: City Clerk Behland, City Administrator Olson, Chief of Police Jensen, Attorney Orr, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, and Assistant City Administrator Willrett.

Staff in attendance electronically: Parks and Recreation Director Evans

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/82218331111?pwd=cTVuMG9mRjlVRi8waDcrMmM3Z1M4UT09>.

The Zoom meeting ID was 822 1833 1111.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Mayor Purcell entertained a motion to move Mayor’s Report #1 to the top of the meeting. So moved by Alderman Koch; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Soling-aye, Marek-aye

**MAYOR’S REPORT**

**Ward IV Alderman Appointment and Swearing-In  
(CC 2023-13)**

Mayor Purcell entertained a motion to approve the Mayor’s appointment of Rusty Corneils as Alderman of Ward IV for a term ending April 30, 2023. So moved by Alderman Funkhouser; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,  
Soling-aye, Marek-aye, Koch-aye

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – March 14, 2023
2. Minutes of the Regular City Council – March 28, 2023
3. Bill Payments for Approval
  - \$ 963,129.60 (vendors)
  - \$ 148,025.50 (wire payments)
  - \$ 338,905.31 (payroll period ending 03/31/23)
  - \$ 1,450,060.41 (total)
4. Aurora Area Convention & Visitors Bureau (AACVB) 2023 Marketing Plan – *approve the 2023 marketing plan as presented* (ADM 2023-20)

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

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

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**REPORTS**

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**MAYOR'S REPORT**

**Countryside Subdivision Playground Park Site Proposal**  
(CC 2023-14)

City Administrator Olson reported that the Parks Department has been in contact with the Yorkville Congregational Church located in Countryside Subdivision. The church is willing to donate a portion of its land to the City for the purpose of the City installing a public playground and shelter. This playground is already budgeted for \$130,000. Parks and Recreation Director Evans stated there are three to four homes next to the park site that are ok with the playground if the City landscapes the area to show the property lines. The Countryside subdivision is one of the largest subdivisions without a playground. The church will have to vote on it first then we should have more of an update closer to June.

**PUBLIC WORKS COMMITTEE REPORT**

**Seal Coat Machine Purchase**  
(PW 2023-28)

Alderman Marek made a motion to approve the purchase of a SealMaster SP 300 Dual Spray Squeegee Machine with a 28-gallon water system from SealMaster Pavement Products and Equipment of Streamwood, IL, in the amount not to exceed \$72,265.00; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

No report.

**Ordinance 2023-08**

## Ordinance 2023-09

# Ordinance 2023-10

Alderman Koch made a motion to approve an Ordinance Annexing Certain Territory Generally Located at North and South of the Burlington Northern Santa Fe Railroad Line, East of Beecher Road to the United City of Yorkville, an Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located at North and South of the Burlington Northern Santa Fe Railroad Line, East of Beecher Road, and an Ordinance Approving a Special Use for Solar Farm with Freestanding Solar Energy Systems and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

Alderman Funkhouser shared he still has reservations about this project. He mentioned he wanted to know how they came up with 40% for the one-time cash payment in lieu of construction proportionate and not higher. Community Development Director Barksdale Noble explained this was a discussion between staff and the developers on what would be needed to advance the project and what was feasible for their schedule. Alderman Funkhouser also brought up the 3% annual inflation rate over 25 years. Community Development Director Barksdale Noble stated their original request was 2%. Alderman Funkhouser stated he believes it seems a little low in the case if something were ever to happen. Alderman Soling asked if this could impact the possibilities of a future Metra project. Community Development Director Barksdale Noble said no.

Motion approved by a roll call vote. Ayes-5 Nays-3  
Tarulis-nay, Transier-aye, Soling-nay, Marek-aye,  
Corneils-present, Koch-aye, Plocher-aye, Funkhouser-nay

## CITY COUNCIL REPORT

No report.

## CITY CLERK'S REPORT

No report.

## COMMUNITY & LIAISON REPORT

Alderman Soling shared that the Yorkville Public Library is discussing waiving fees for non-resident children under 18.

## STAFF REPORT

City Administrator Olson reported staff has started actively packing and notifying vendors of the move. Both City Hall locations will be closed on April 21<sup>st</sup>, and we will be open for business at 651 Prairie Pointe on Monday, April 24<sup>th</sup>.

## MAYOR'S REPORT (cont'd)

## City Building Updates

**a. Resolution 2023-09**

**Approving Change Orders Relating  
to 651 Prairie Pointe Drive, Yorkville, Illinois  
(Eleventh Set of Change Orders)  
(CC 2021-04)**

Mayor Purcell entertained a motion to approve a Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois (Eleventh Set of Change Orders) and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

**b. Purchase of City Servers Replacement**

Mayor Purcell entertained a motion to approve the quote from Paragon for the purchase of a network server replacement as itemized in the amount of \$56,979.95 and the Interdev scope of work in the amount of \$10,470 and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,  
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

**Water Study Update**

(CC 2021-38)

No update.

**Ordinance Approving the 2023-2024 Fiscal  
Budget for the United City of Yorkville**

(CC 2023-15)

Alderman Funkhouser asked if the Council needed to vote on the policy decision with the budget. Mayor Purcell stated the Council does not have to vote on the policy decision with the budget. City Administrator Olson then walked through all fifteen budget amendments explained in the packet memo.

Alderman Koch made a motion to table the Ordinance Approving the 2023-2024 Fiscal Budget for the United City of Yorkville to the next City Council meeting; seconded by Alderman Soling.

Motion approved to table by a roll call vote. Ayes-8 Nays-0  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

Barb, a resident of Plano, asked the Council to make a decision with a moral component.

**EXECUTIVE SESSION**

Mayor Purcell entertained a motion to go into executive session for the setting of a price for sale or lease of property owned by the public body. So moved by Alderman Koch; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,  
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

The City Council entered executive session at 7:56 p.m.

The City Council returned to regular session at 8:07 p.m.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:08 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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:** Minutes of the Regular City Council – April 25, 2023

**Meeting and Date:** City Council – May 9, 2023

**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:** Jori Behland Administration  
Name Department

### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.**  
**HELD IN THE CITY COUNCIL CHAMBERS,**  
**800 GAME FARM ROAD ON**  
**TUESDAY, APRIL 25, 2023**

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

Staff in attendance at City Hall: City Clerk Behland, City Administrator Olson, Chief of Police Jensen , Attorney Lamb, 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/86895763110?pwd=MVhiVWdPZUkwTzVqYjhQVXJkTTdrdz09>.  
The Zoom meeting ID was 868 9576 3110.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Mayor Purcell entertained a motion to move Mayor’s Report #1 after Presentation #1. So moved by Alderman Plocher; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

**PRESENTATIONS**

**Recognition of Yorkville Public Library Staff Member Dixie DeBord**

Mayor Purcell and Library Director Shelly Augustine shared a certificate of recognition for Dixie DeBord and thanked her for her years of service with the Yorkville Public Library.

**MAYOR’S REPORT**

**Poppy Days Proclamation  
(CC 2023-16)**

Mayor Purcell proclaimed May 8 - 14, 2023, may serve as Poppy Awareness Days in the United City of Yorkville (*see attached*).

**PRESENTATIONS (cont’d)**

**Green Door Introduction**

Matt Gilbert, with Green Door Capital, shared with the Council that Green Door Capital is currently under contract to purchase 279 acres of land in Yorkville, known as the Lincoln Prairie site. This site will soon be rebranded as “Green Door Nexus”. This property needs utility services and to be annexed into the

Yorkville Bristol Sanitary District. The cost of delivering utilities to the site is anticipated to be over \$12 million, which Green Door Capital and its partners will fund. They are currently working with the City to negotiate a fair and reasonable Development Agreement. They are not seeking any variances to the zoning of the site. Green Door Capital will be soliciting various businesses like a BNSF intermodal loop, cold storage options, and data centers.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Bill Payments for Approval  
\$ 814,835.45 (vendors)  
\$ 25.00 (wire payments)  
\$ 346,165.87 (payroll period ending 04/14/23)  
\$ 1,161,026.32 (total)
2. Water Reports for October 2022 – March 2023 (PW 2023-33)
3. Fox Hill and Sunflower Estates Maintenance Service – *accept bid and award the contract for the Fox Hill and Sunflower Estates SSA mowing and maintenance to Cox Landscaping of Yorkville for a term of three years* (PW 2023-38)
4. Leak Detection Contract with M.E. Simpson - *approve contract with M.E. Simpson in the amount not to exceed \$37,440* (PW 2023-39)

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

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

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**REPORTS**

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**MAYOR’S REPORT (cont’d)**

**Ordinance 2023-11**

**Providing for New Sewer Service Rates  
(CC 2023-17)**

Mayor Purcell entertained a motion to approve an Ordinance Providing for New Sewer Service Rates and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,  
Soling-aye, Marek-aye, Corneils-aye, Koch-aye

**Ordinance 2023-12**

**of the United City of Yorkville, Kendall County, Illinois  
Authorizing the Sale of 800 Game Farm Road  
(Yorkville City Hall)  
(CC 2023-18)**

Mayor Purcell entertained a motion to approve an Ordinance of the United City of Yorkville, Kendall County, Illinois Authorizing the Sale of 800 Game Farm Road (Yorkville City Hall) and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye



**Parks and Recreation Lawn Mowers  
Pre-Order Purchase  
(CC 2023-19)**

Mayor Purcell entertained a motion to approve the pre-order purchase of two Parks and Recreation lawn mowers from Russo Power Equipment in the total amount of \$46,558.00 to be ordered in FY23 and paid for when delivered in FY24. So moved by Alderman Koch; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye

**Resolution 2023-10                      Expressing Official Intent Regarding Certain Capital Expenditures  
to be Reimbursed from Proceeds of Water Revenue and/or  
General Obligation Alternate Revenue Bonds to be Issued  
by the United City of Yorkville, Kendall County, Illinois  
(CC 2023-20)**

Mayor Purcell entertained a motion to approve a Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of Water Revenue and/or General Obligation Alternate Revenue Bonds to be Issued by the United City of Yorkville, Kendall County, Illinois and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye,  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye

**Resolution 2023-11                      Approving an Escrow Intergovernmental Agreement By and Among  
the United City of Yorkville, the Village of Oswego, the Village of  
Montgomery and the DuPage Water Commission  
(CC 2023-21)**

Mayor Purcell entertained a motion to approve a Resolution Approving an Escrow Intergovernmental Agreement By and Among the United City of Yorkville, the Village of Oswego, the Village of Montgomery and the DuPage Water Commission and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,  
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

**PUBLIC WORKS COMMITTEE REPORT**

**2023 Road to Better Roads – Contract Award  
(PW 2023-36)**

Alderman Marek made a motion to accept the bid and award contract to D. Construction, Inc. in an amount not to exceed \$1,197,204.31 and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye,  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye

**2023 Road to Better Roads – Construction  
Engineering Agreement  
(PW 2023-37)**

Alderman Marek made a motion to approve the 2023 Road to Better Roads – Professional Services Agreement – Construction Engineering and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye,  
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye

**Single Axle Dump Truck Price Increase  
(PW 2023-40)**

Alderman Marek made a motion to approve a price increase of \$1,482 for the single-axle dump truck; seconded by Alderman Funkhouser.

Alderman Transier asked when we would negotiate out of the contract due to the multiple price increases, and the vehicle hasn't been built yet. City Administrator Olson said staff is looking into other vendors.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Plocher-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Soling-aye, Marek-aye, Corneils-aye

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**Margaritas En Mayo**

Parks and Recreation Director Evans reported Margaritas En Mayo is scheduled for Thursday, May 25<sup>th</sup> from 5:00 pm to 9:30 pm Downtown Yorkville and Riverfront Park (131 E. Hydraulic Ave).

**PLANNING AND ZONING COMMISSION**

**Ordinance 2023-13**

**Approving the Final Plat of Subdivision for Bristol  
Bay P.U.D. Unit 10 Amendment  
(CC 2023-17)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 Amendment and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Plocher-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,  
Soling-aye, Marek-aye, Corneils-aye, Koch-aye

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

No report.

**MAYOR'S REPORT (cont'd)**

**City Building Updates**

**Resolution 2023-12**

**Approving Change Orders Relating  
to 651 Prairie Pointe Drive, Yorkville, Illinois  
(Twelfth Set of Change Orders)  
(CC 2021-04)**

Mayor Purcell entertained a motion to approve a Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois (Twelfth Set of Change Orders) and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,  
Marek-aye, Corneils-aye, Koch-aye, Plocher-aye

**Water Study Update  
(CC 2021-38)**

No report.

**Ordinance 2023-14**

**Approving the 2023-2024 Fiscal Budget  
for the United City of Yorkville  
(CC 2023-10)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the 2023-2024 Fiscal Budget for the United City of Yorkville, incorporating budget adjustments #1 through #15, and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Tarulis-aye, Transier-aye, Soling-aye, Marek-aye,  
Corneils-aye, Koch-aye, Plocher-aye, Funkhouser-aye

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

Barb, a resident from Plano, reported to the Council that she remembers the first meeting she attended where the residents shared material on the drag shows happening in Yorkville. Please protect the children, and as you move into the new building, make yourselves aware of what God has to say in the Bible.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:38 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois

## UNITED CITY OF YORKVILLE

### *Proclamation*

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

Whereas, millions who have answered the call to arms have died on the field of battle;

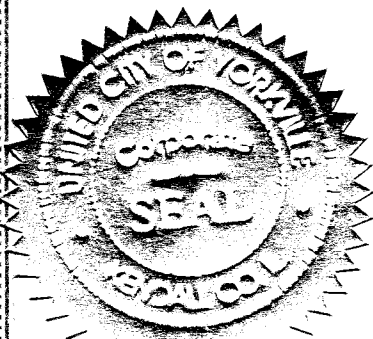
Whereas, a nation of peace must be reminded of the price of war and the debt owed to those who have died in war;

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars;

Whereas, the America Legion Post 489 and America Legion Auxiliary Unit 489 have pledged to remind America annually of this debt through the distribution of the memorial flower, so that May 8 - 14, 2023 may serve as "Poppy Awareness Days".

Therefore, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim "Poppy Awareness Days" in the United City of Yorkville, and request all citizens to observe these days by wearing a Poppy and making contributions for this worthy cause.

Dated this 25<sup>th</sup> day of April, 2023, A.D.



John Purcell, Mayor



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

Agenda Item Number

Consent Agenda #3

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – May 9, 2023

**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:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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>

DATE: 04/25/23  
TIME: 11:52:31  
ID: AP222000.WOW

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-A.HERNANDEZ	03/31/23	01	ANTHEM SPORTS-KWIK GOALS		79-790-56-00-5646	458.08
			02	CONSERV FS-CHALK, TURF		79-790-56-00-5646	6,373.00
			03	CONSERV FS-TURF		79-790-56-00-5646	5,225.00
			04	BSN SPORTS-DUGOUT ROOF		79-790-56-00-5646	1,970.00
			05	WINDSCREENS		** COMMENT **	
			06	GROUND EFFECTS-GRASS SEED		79-790-56-00-5646	1,395.00
						INVOICE TOTAL:	15,421.08 *
	042523-A.SIMMONS	03/31/23	01	KENDALL PRINTING-AP CHECKS,		01-120-56-00-5610	197.30
			02	SECURITY ENVELOPES		** COMMENT **	
			03	AMAZON-TAB DIVIDERS		01-120-56-00-5610	47.60
			04	COMCAST-2/20-3/19 INTERNET AT		01-110-54-00-5440	57.06
			05	651 PRAIRIE POINTE		** COMMENT **	
			06	COMCAST-2/20-3/19 INTERNET AT		01-220-54-00-5440	50.72
			07	651 PRAIRIE POINTE		** COMMENT **	
			08	COMCAST-2/20-3/19 INTERNET AT		01-120-54-00-5440	25.36
			09	651 PRAIRIE POINTE		** COMMENT **	
			10	COMCAST-2/20-3/19 INTERNET AT		79-790-54-00-5440	50.72
			11	651 PRAIRIE POINTE		** COMMENT **	
			12	COMCAST-2/20-3/19 INTERNET AT		01-210-54-00-5440	253.63
			13	651 PRAIRIE POINTE		** COMMENT **	
			14	COMCAST-2/20-3/19 INTERNET AT		79-795-54-00-5440	50.72
			15	651 PRAIRIE POINTE		** COMMENT **	
			16	VERITEXT-STATE OF IL/NY EX REL		01-120-54-00-5462	329.87
			17	VS. JPMORGAN CHASE TRANSCRIPT		** COMMENT **	
			18	VERIZON-2/2-3/1 IN CAR UNITS		01-210-54-00-5440	612.17
			19	ADS-APR 2023 ALARM MONITORING		24-216-54-00-5446	231.96
			20	AT 800 GAME FARM RD		** COMMENT **	
			21	ADS-MAY-JUN 2023 ALARM		24-000-14-00-1400	409.92
			22	MONITORING AT 800 GAME FARM RD		** COMMENT **	
			23	ADS-ELEVATOR ALARM REPAIR AT		82-820-54-00-5495	724.50
			24	AT 902 GAME FARM RD		** COMMENT **	
						INVOICE TOTAL:	3,041.53 *
	042523-B.BEHRENS	03/31/23	01	NAPA#335181-FILTERS		01-410-56-00-5628	8.99
			02	MENARDS#030923-BATTERIES		01-410-56-00-5620	5.47
			03	MENARDS#031323-NIPPLE		01-410-56-00-5640	16.88
						INVOICE TOTAL:	31.34 *
	042523-B.OLSON	03/31/23	01	SOUTHWEST-ICSC CONFERENCE		01-000-14-00-1400	464.96
			02	AIRFARE FOR CITY ATTORNEY		** COMMENT **	
			03	ZOOM-2/23-3/22 USER FEES		01-110-54-00-5462	213.96
						INVOICE TOTAL:	678.92 *
	042523-B.PFIZENMAIER	03/31/23	01	WALMART-ICE, NAPKINS,		01-210-56-00-5650	107.88
			02	CONDIMENTS, SANDWICHES		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-B.PFIZENMAIER	03/31/23	03	GRAND RENTAL STATION-DUNK TANK		01-210-56-00-5650	52.50
			04	RENTAL		** COMMENT **	
						INVOICE TOTAL:	160.38 *
	042523-B.VALLES	03/31/23	01	NAPA#335173-TAPE, TIP CLEANING		01-410-56-00-5620	36.34
			02	KIT		** COMMENT **	
			03	NAPA#335203-FILTERS		01-410-56-00-5628	25.24
			04	NAPA#335225-CABLE PIN		01-410-56-00-5620	7.86
			05	GROUND EFFECTS#478802-DIRT		01-410-56-00-5640	180.30
			06	GROUND EFFECTS#478800-DIRT		01-410-56-00-5640	344.50
						INVOICE TOTAL:	594.24 *
	042523-B.WOLF	03/31/23	01	MENARDS#022723-PAINT		79-790-56-00-5646	39.97
						INVOICE TOTAL:	39.97 *
	042523-D.BROWN	03/31/23	01	FEDEX-1OVERNIGHT PKG TO PACE		51-510-54-00-5429	165.59
			02	AMAZON-COMPUTER BATTERY		51-510-56-00-5638	86.21
			03	BACKUP		** COMMENT **	
						INVOICE TOTAL:	251.80 *
	042523-D.HENNE	03/31/23	01	HOME DEPO-FILTERS		01-410-54-00-5435	335.60
			02	NAPA#33633-RELAYS		01-410-56-00-5628	30.61
			03	NAPA#336332-RELAYS		01-410-56-00-5628	22.58
						INVOICE TOTAL:	388.79 *
	042523-D.SMITH	03/31/23	01	CARROLL-RED BRICKS		79-790-56-00-5620	410.00
			02	MASTER HALCO-FENCING		79-790-56-00-5646	254.31
			03	MENARDS#030923-ROCKER SWITCH,		79-790-56-00-5630	21.62
			04	STUDS, DISCS, TIEDOWN		** COMMENT **	
			05	MENARDS#031623-COUPILING,		79-790-56-00-5620	10.31
			06	BUSHING, FANGE		** COMMENT **	
			07	MENARDS#031723-STEP LADDER		79-790-56-00-5630	239.00
			08	AHW LLC-BUMPER, PLUG		79-790-56-00-5620	486.35
			09	MENARDS#032823-GARBAGE BAGS,		79-790-56-00-5620	89.61
			10	ADHESIVE, BRAKE CLEANER		** COMMENT **	
						INVOICE TOTAL:	1,511.20 *
	042523-E.DHUSE	03/31/23	01	AWWA-ANNUAL DUES RENEWAL		01-000-14-00-1400	127.67
			02	AWWA-ANNUAL DUES RENEWAL		51-000-14-00-1400	127.67
			03	AWWA-ANNUAL DUES RENEWAL		52-000-14-00-1400	127.66
						INVOICE TOTAL:	383.00 *
	042523-E.SCHREIBER	03/30/23	01	TARGET-MARCH PRESCHOOL		79-795-56-00-5606	108.98
			02	SUPPLIES		** COMMENT **	
			03	AMAZON-CLAY POTS		79-795-56-00-5606	83.96
			04	AMAZON-BOOKS		79-795-56-00-5606	25.36

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-E.SCHREIBER	03/30/23	05	AMAZON-GARBAGE TRUCK TOY		79-795-56-00-5606	26.94
			06	AMAZON-TRASH CAN TOY		79-795-56-00-5606	105.31
			07	AMAZON-WATER, SWIFFER		79-795-56-00-5606	12.58
			08	DOLLAR TREE-MAY PRESCHOOL		79-795-56-00-5606	52.51
			09	SUPPLIES		** COMMENT **	
			10	AMAZON-FRAMES		79-795-56-00-5606	19.96
			11	DOLLAR TREE-MAY PRESCHOOL		79-795-56-00-5606	48.75
			12	SUPPLIES		** COMMENT **	
			13	AMAZON-DRY ERASE MARKER HOLDER		79-795-56-00-5606	15.48
			14	AMAZON-ELASTIC BANDS		79-795-56-00-5606	26.64
			15	AMAZON-PENDANT KEY CHARMS		79-795-56-00-5606	25.90
			16	AMAZON-DRY ERASE BOARD		79-795-56-00-5606	146.88
			17	AMAZON-SHIPPING REFUND		79-795-56-00-5606	6.99
			18	DOLLAR TREE-APRIL PRESCHOOL		79-795-56-00-5606	41.37
			19	SUPPLIES		** COMMENT **	
			20	MICHAELS-PRESCHOOL CRAFT ITEMS		79-795-56-00-5606	13.57
			21	AMAZON-DIGITAL TIMER		79-795-56-00-5606	20.97
			22	AMAZON-STICKERS, CRAFT BAGS		79-795-56-00-5606	40.60
			23	JOANN CRAFT-APRIL PRESCHOOL		79-795-56-00-5606	46.03
			24	CRAFT SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			868.78 *
	042523-E.WILLRETT	03/31/23	01	ELEMENT FOUR-BACKUP SERVICES		01-640-54-00-5450	629.97
			02	AGREEMENT FOR MAR 2023		** COMMENT **	
			03	AMAZON-CABINET RACK ENCLOSURE		01-110-56-00-5610	69.61
			04	AMAZON-STORAGE CABINETS		01-110-56-00-5610	255.80
			05	OPTIMA-DRY ERASE BOARDS		01-110-56-00-5610	3,533.77
			06	AMAZON-FIRST AID CABINETS,		01-110-56-00-5610	423.70
			07	LITERATURE ORGANIZER, DRY		** COMMENT **	
			08	ERASE BOARDS, UNDER DESK FILE		** COMMENT **	
			09	CABINETS		** COMMENT **	
				INVOICE TOTAL:			4,912.85 *
	042523-G.JOHNSON	03/31/23	01	MENARDS#031323-PRO GAS, HINGE		51-510-56-00-5620	18.24
			02	BAR, CORNER BRACE		** COMMENT **	
			03	MENARDS#031723-PLIERS		51-510-56-00-5665	27.93
				INVOICE TOTAL:			46.17 *
	042523-G.KLEEFISCH	03/31/23	01	FLATSOS#26833-4 NEW TIRES		79-790-54-00-5495	407.24
				INVOICE TOTAL:			407.24 *
	042523-G.NELSON	03/31/23	01	PARADISE-JAN 2023 CAR WASH		01-220-54-00-5462	14.00
			02	PARADISE-DEC 2022 CAR WASH		01-220-54-00-5462	24.00
			03	MENARDS#030923-WATER		01-220-56-00-5620	23.92
			04	WAREHOUSE-FOLDERS, PENCIL		01-220-56-00-5610	63.07
			05	SHARPENER		** COMMENT **	



CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-G.NELSON	03/31/23	06	WAREHOUSE-PAPER, POST-IT NOTES		01-220-56-00-5610	117.78
				INVOICE TOTAL:			242.77 *
	042523-G.STEFFENS	03/31/23	01	O'REILLY#5613-260884-DEGREASER		52-520-56-00-5628	35.98
			02	O'REILLY#5613-261329-WIPER		52-520-56-00-5628	54.00
			03	BLADES		** COMMENT **	
			04	O'REILLY#5613-261913+-WHEEL		52-520-56-00-5628	39.98
			05	WASH, POWER CONE		** COMMENT **	
			06	MENARDS#030623-PIPE, COUPLING		52-520-56-00-5620	24.27
			07	MENARDS#032723-CLEANERS,		52-520-56-00-5620	138.90
			08	EXHAUST FLUID		** COMMENT **	
			09	RURAL KING#158633-BOW ROLLER		52-520-56-00-5620	9.98
			10	GROUND EFFECTS-SEDIMENT LOGS		52-520-56-00-5620	132.00
			11	STANDARD-HYDRO SPRAY GUN,		52-520-56-00-5630	207.05
			12	SHIELD NOZZLE, LINEAR HANDGUNS		** COMMENT **	
				INVOICE TOTAL:			642.16 *
	042523-J,GALAUNER	03/31/23	01	BSN SPORTS-SOFTBALLS, MITS,		79-795-56-00-5606	8,883.96
			02	SCOREBOOKS, EQUIPMENT BAGS,		** COMMENT **	
			03	BUCKETS, BASEBALLS, TBALLS		** COMMENT **	
			04	PMI PHOTOGRAPHY-COACHES PLAQUE		79-795-56-00-5606	8.00
				INVOICE TOTAL:			8,891.96 *
	042523-J.BEHLAND	03/31/23	01	TRIBUNE-PZC PH NOTICE FOR 102		90-200-00-00-0011	221.01
			02	E SPRING		** COMMENT **	
			03	TRIBUNE-PZC PH NOTICE FOR NEW		90-196-00-00-0011	327.87
			04	LEAF ENERGY		** COMMENT **	
			05	TRIBUNE-CC PH NOTICE FOR NEW		90-196-00-00-0011	352.15
			06	LEAF ENERGY		** COMMENT **	
			07	TRIBUNE-2023 WATER MAIN		51-510-54-00-5462	296.58
			08	IMPROVEMENTS		** COMMENT **	
			09	TRIBUNE-2023 WATER MAIN		51-510-54-00-5462	272.01
			10	IMPROVEMENTS BID POSTING		** COMMENT **	
			11	TRIBUNE-BASELINE RD BID		01-410-54-00-5462	191.86
			12	POSTING		** COMMENT **	
				INVOICE TOTAL:			1,661.48 *
	042523-J.ENGBERG	03/31/23	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	54.99
			02	FEE		** COMMENT **	
			03	AMAZON-TONER		01-220-56-00-5620	86.19
			04	AMAZON-TONER		01-220-56-00-5620	91.04
				INVOICE TOTAL:			232.22 *
	042523-J.JACKSON	03/31/23	01	MENARDS#022823-PIPE, COUPLING		52-520-56-00-5620	26.55
			02	MENARDS#030123-BOLTS		52-520-56-00-5620	6.30
			03	MENARDS#032823-FLEX SEAL,		52-520-56-00-5620	19.05

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-J.JACKSON	03/31/23	04	BRUSH		** COMMENT **	
			05	MENARDS#031423-SANDING PAD,		52-520-56-00-5628	55.34
			06	CLEANER, POLISH		** COMMENT **	
				INVOICE TOTAL:			107.24 *
	042523-J.JENSEN	03/31/23	01	DOLLAR TREE-PLATES, BOWLS,		01-210-56-00-5620	133.11
			02	DISH SOAP, SILVERWEAR,		** COMMENT **	
			03	CLEANING SUPPLIES, DISHCLOTHS,		** COMMENT **	
			04	SOFT SOAP, KITCHEN WARE		** COMMENT **	
			05	ILCMA-APR 2023 PROFESSIONAL		01-210-54-00-5412	140.00
			06	DEVELOPMENT EVENT REGISTRATION		** COMMENT **	
			07	MENARDS#032023-CLEANING		01-210-56-00-5620	142.35
			08	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			415.46 *
	042523-J.SLEEZER	03/31/23	01	AMAZON-TOW STRAP		01-410-56-00-5628	169.99
			02	PLOW PARTS-SEAL KIT		01-410-56-00-5628	137.97
				INVOICE TOTAL:			307.96 *
	042523-J.WEISS	03/31/23	01	TARGET-GIFT CARDS, JUICE		82-000-24-00-2480	52.99
			02	DOLLAR TREE-SPRING BREAK		82-000-24-00-2480	18.92
			03	PROGRAM SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			71.91 *
	042523-K.BALOG	03/31/23	01	ACCURINT-JAN 2023 SEARCHES		01-210-54-00-5462	200.00
			02	AMAZON-LABELS		01-210-56-00-5610	109.14
			03	AMAZON-STORAGE CONTAINERS		01-210-56-00-5610	133.83
			04	AMAZON-CD/DVD SLEEVES		01-210-56-00-5610	64.88
			05	AMAZON-SHELF LABEL HOLDERS		01-210-56-00-5610	242.18
			06	CD-R DISCS		** COMMENT **	
			07	AMAZON-FLASH DRIVES, LABELS,		01-210-56-00-5610	84.87
			08	DESK ORGANIZER		** COMMENT **	
			09	KENDALL PRINTING-2022 ANNUAL		01-210-54-00-5430	446.40
			10	REPORTS		** COMMENT **	
			11	KENDALL PRINTING-ENVELOPES		01-210-54-00-5430	64.40
			12	COMCAST-02/15-03/14 INTERNET		01-640-54-00-5449	1,165.33
			13	NAPA#330382-WIPER BLADES,BULBS		01-210-54-00-5495	43.04
			14	NAPA#32932-BULBS		01-210-54-00-5495	7.64
			15	MENARDS#66678-SCREWS,WASHERS		01-210-56-00-5620	3.69
			16	MENARDS#66679-SCREWS,WASHERS		01-210-56-00-5620	2.85
			17	MENARDS#66667-SCREWS,WASHERS		01-210-56-00-5620	5.58
			18	MENARDS#63770-BULB		01-210-56-00-5620	2.00
			19	MENARDS#63768-BULB		01-210-56-00-5620	6.99
			20	AMAZON-MARKERS		01-210-56-00-5610	23.98
			21	AMAZON-BATTERIES		01-210-56-00-5610	14.99
			22	COMCAST-03/08-04/07 CABLE		01-210-54-00-5440	21.08

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-K.BALOG	03/31/23	23	AMAZON-FOLDERS, PAPER TRAY		01-210-56-00-5610	270.49
			24	ORGANIZER, TAPE, BATTERIES		** COMMENT **	
			25	SHREDIT-DOCUMENT DESTRUCTION		01-110-54-00-5462	2,433.48
			26	SHREDIT-MONTHLY SHREDDING FOR		01-210-54-00-5462	504.79
			27	FEB 2023 & MAR 2023		** COMMENT **	
			28	AMAZON-PAPER CLIPS,		01-210-56-00-5610	115.96
			29	FINGERPRINT PADS, FOLDERS, DRY		** COMMENT **	
			30	ERASE MARKERS, DRY ERASE		** COMMENT **	
			31	BOARD		** COMMENT **	
			32	AMAZON-CUTTING BOARDS,		01-210-56-00-5620	498.48
			33	TUMBLERS, DINNERWARE SETS,		** COMMENT **	
			34	KNIVES, POT AND PAN SET		** COMMENT **	
			35	ACCURINT-FEB 203 SEARCHES		01-210-54-00-5462	200.00
				INVOICE TOTAL:			6,666.07 *
	042523-K.BARKSDALE	03/31/23	01	AMAZON-PRIVACY SIGNS		01-220-56-00-5620	79.95
			02	AACE-MEMBERSHIP DUE RENEWAL		01-220-54-00-5462	100.00
				INVOICE TOTAL:			179.95 *
	042523-K.JONES	03/31/23	01	AMAZON-ADDRESS LABELS		01-110-56-00-5610	28.99
			02	TRIBUTE CENTER-SYMPATHY FLOWER		01-110-56-00-5610	98.87
			03	ARRANGEMENT		** COMMENT **	
			04	AMAZON-POST-IT NOTES		01-110-56-00-5610	9.51
			05	AMAZON-COPY PAPER,PENS		01-110-56-00-5610	124.19
			06	AMAZON-COPIER WASTE CONTAINER		01-110-56-00-5610	27.99
			07	AMAZON-COPIER TONER CARTRIDGES		01-110-56-00-5610	300.81
			08	AMAZON-HANDSET CORD		01-110-56-00-5610	5.29
				INVOICE TOTAL:			595.65 *
	042523-M.CARYLE	03/31/23	01	GJOVIKS#425875-OIL CHANGE		01-210-54-00-5495	42.00
			02	GJOVIKS#426008-OIL CHANGE		01-210-54-00-5495	65.83
			03	GJOVIKS#425850-REPLACE CIRCUIT		01-210-54-00-5495	90.00
			04	GJOVIKS#4256011-OIL CHANGE		01-210-54-00-5495	65.83
			05	GJOVIKS#425874-OIL LEAK REPAIR		01-210-54-00-5495	559.86
			06	GJOVIKS#424993-OIL CHANGE		01-210-54-00-5495	42.00
			07	GJOVIKS#4243802-REPLACED RELAY		01-210-54-00-5495	197.95
			08	GJOVIKS#426045-OIL LEAK REPAIR		01-210-54-00-5495	299.91
			09	GALLS-TRAUMA SHEARS		01-210-56-00-5620	91.80
			10	GALLS-TOURNIQUETS		01-210-56-00-5620	110.17
			11	INTOXIMETERS-DRY GAS,		01-210-56-00-5620	366.25
			12	REGULATOR		** COMMENT **	
			13	ILACP-2023 ANNUAL CONFERENCE		01-210-54-00-5412	329.00
			14	REGISTRATION		** COMMENT **	
			15	MINER#342685-RADIO REPAIR		01-210-54-00-5495	410.00
			16	ILETSBEI-2023 WOMEN IN		01-210-54-00-5412	400.00
			17	CRIMINAL JUSTICE CONFERENCE		** COMMENT **	

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-M.CARYLE	03/31/23	18	REGISTRATION FOR 3 STAFF		** COMMENT ** INVOICE TOTAL:	3,070.60 *
	042523-M.CISIJA	03/31/23	01	BEST BUY-DOCKING STATION	01-110-56-00-5610		104.15
			02	TARGET-MASKING TAPE	01-110-56-00-5610		5.43
					INVOICE TOTAL:		109.58 *
	042523-M.DONOVAN	03/31/23	01	STATE FOOD SAFETY-FOOD	79-795-54-00-5412		134.00
			02	HANDLERS CERTIFICATION	** COMMENT **		
			03	TRAINING AND CARD-DONOVAN	** COMMENT **		
					INVOICE TOTAL:		134.00 *
	042523-M.MCGREGORY	03/31/23	01	MENARDS#031523-PLIERS, PAINT	51-510-56-00-5630		71.35
			02	BUCKET, BLASTER PENETRANT,	** COMMENT **		
			03	BLEACH, BATTERIES	** COMMENT **		
			04	MENARDS#022823-SHOVEL, TAPE,	51-510-56-00-5630		75.79
			05	DRILL BITS, CHISEL SET	** COMMENT **		
					INVOICE TOTAL:		147.14 *
	042523-M.SENG	03/31/23	01	FLATSOS#26964-2 NEW TIRES	01-410-54-00-5490		462.28
			02	HARBOUR FREIGHT-CHAINS	01-410-56-00-5620		99.99
					INVOICE TOTAL:		562.27 *
	042523-P.MCMAHON	03/30/23	01	BLAUER-ARMORSKIN SHIRTS	01-210-56-00-5600		289.96
			02	GOOGLE-MONTHLY NEST AWARE	01-210-54-00-5460		6.00
			03	REEDES-ALLEN SHOTGUN	01-210-56-00-5620		44.15
			04	SP 13 FIFTY-SHIRTS	01-210-56-00-5600		218.00
			05	O'HERRON-HELMET	01-210-56-00-5620		1,312.00
			06	AMAZON-DENTAL TOOLS	01-210-56-00-5620		11.99
			07	AMAZON-GUN CLEANING TOOLS	01-210-56-00-5620		140.74
			08	HOME DEPO-SHELF TRACK	01-210-56-00-5620		167.86
			09	DATA ALCHEMY-MAGNETIC PARTS	01-210-56-00-5620		14.09
			10	TRAY	** COMMENT **		
			11	AMAZON-HANDCUFF KEY	01-210-56-00-5620		44.97
			12	AMAZON-STEEL POCKET KEY	01-210-56-00-5620		49.90
			14	AMAZON-BELT KEY CLIP	01-210-56-00-5620		38.97
			15	AMAZON-SAFETY VESTS	01-210-56-00-5600		173.90
			16	AMAZON-HANGERS, SHOE SHINE KIT	01-210-56-00-5620		214.91
			17	LINT BRUSHES	** COMMENT **		
			18	AMAZON-NUT WRENCH	01-210-56-00-5620		26.96
			19	GOOGLE-MONTHLY NEST AWARE	01-210-54-00-5460		6.00
			20	AMAZON-NUT REMOVAL TOOLS	01-210-56-00-5620		29.98
			21	AMAZON-SHOE POLISH	01-210-56-00-5620		246.90
			22	GALLS-PATROL UNIFORM PANTS	01-210-56-00-5600		1,411.29
			23	OHERRON-PATCHES	01-210-56-00-5600		99.99
			24	OHERRON-PANTS ALTERATIONS	01-210-56-00-5600		238.87

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-P.MCMAHON	03/30/23	25	OHERRON-PANTS ALTERATIONS		01-210-56-00-5600	162.97
			26	GALLS-RETURNED PANTS		01-210-56-00-5600	-96.90
						INVOICE TOTAL:	4,853.50 *
	042523-P.RATOS	03/31/23	01	EDU CODE CONFERENCE LODGING		01-220-54-00-5415	155.40
			02	MENARDS#030823-BRAILLE SIGNS		01-220-56-00-5620	104.66
			03	MENARDS#030823-GFCI TESTER,		01-220-56-00-5620	73.96
			04	SCREWDRIVER KIT		** COMMENT **	
			05	MENARDS#030923-NUMBER PUNCH		01-220-56-00-5620	10.39
			06	AMAZON-ENDOSCOPE		01-220-56-00-5620	69.99
			07	BELLE TIRE-NEW TIRE		01-220-54-00-5490	635.66
			08	CONNOR CO-FAUCETS		24-216-56-00-5656	4,305.79
						INVOICE TOTAL:	5,355.85 *
	042523-P.SCODRO	03/31/23	01	MENARDS#030123-CONTRACTOR BAGS		51-510-56-00-5620	25.64
			02	AMAZON-SHOE COVERS		51-510-56-00-5620	30.98
			03	AMAZON-PHONE CASE		51-510-56-00-5620	24.97
			04	MENARDS#031323-VOLTAGE TESTER,		51-510-56-00-5620	14.97
			05	BATTERIES		** COMMENT **	
			06	MENARDS#031323-RECIP SAW,		51-510-56-00-5630	124.47
			07	BLADES		** COMMENT **	
			08	MENARDS#032423-CABLE TIES,		51-510-56-00-5664	39.55
			09	SEALING COMPOUND, ANCHORS		** COMMENT **	
						INVOICE TOTAL:	260.58 *
	042523-R.CONARD	03/31/23	01	MENARDS#032723-PINESOL, BLEACH		51-510-56-00-5638	63.71
			02	GLASS CLEANER, DUST PAN, BRUSH		** COMMENT **	
						INVOICE TOTAL:	63.71 *
	042523-R.FREDRICKSON	03/31/23	01	COMCAST-2/12-3/11 CABLE AT 800		01-110-54-00-5440	21.08
			02	GAME FARM RD		** COMMENT **	
			03	COMCAST-2/13-3/12 INTERNET AT		51-510-54-00-5440	116.85
			04	610 TOWER OFC WATER PLANT		** COMMENT **	
			05	IPASS-REFILL TRANSPONDER		01-000-14-00-1415	20.00
			06	COMCAST-2/15-3/14 INTERNET AT		79-795-54-00-5440	200.80
			07	102 E VAN EMMON		** COMMENT **	
			08	NEWTEK-3/11-4/11 WEB HOSTING		01-640-54-00-5450	17.21
			09	COMCAST-2/24-3/23 INTERNET AT		79-790-54-00-5440	78.42
			10	201 W HYDRAULIC		** COMMENT **	
			11	COMCAST-2/24-3/23 INTERNET AT		79-795-54-00-5440	78.43
			12	201 W HYDRAULIC		** COMMENT **	
			13	COMCAST-2/24-3/23 INTERNET AT		01-110-54-00-5440	54.80
			14	800 GAME FARM RD		** COMMENT **	
			15	COMCAST-2/24-3/23 INTERNET AT		01-220-54-00-5440	62.63
			16	800 GAME FARM RD		** COMMENT **	
			17	COMCAST-2/24-3/23 INTERNET AT		01-120-54-00-5440	31.32

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-R.FREDRICKSON	03/31/23	18	800 GAME FARM RD		** COMMENT **	
			19	COMCAST-2/24-3/23 INTERNET AT		01-210-54-00-5440	313.15
			20	800 GAME FARM RD		** COMMENT **	
			21	COMCAST-3/1-3/28 INTERNET,		79-790-54-00-5440	251.80
			22	CABLE & VOICE AT 185 WOLF		** COMMENT **	
			23	COMCAST-3/1-3/29 INTERNET AT		52-520-54-00-5440	31.58
			24	610 TOWER		** COMMENT **	
			25	COMCAST-3/1-3/29 INTERNET AT		01-410-54-00-5440	126.32
			26	610 TOWER		** COMMENT **	
			27	COMCAST-3/1-3/29 INTERNET AT		51-510-54-00-5440	78.95
			28	610 TOWER		** COMMENT **	
			29	IGFOA-INTERNAL CONTROL SEMINAR		01-110-54-00-5412	125.00
				INVOICE TOTAL:			1,608.34 *
	042523-R.HORNER	03/31/23	01	NAPA#334567-GEAR OIL		79-790-56-00-5640	34.47
			02	AMAZON-FLAGPOLE CLEAT		79-790-56-00-5620	96.60
			03	MCCANN-TRACKS		79-790-56-00-5640	4,007.56
			04	NAPA#334948-BLISTER CAPSULES		79-790-56-00-5640	20.39
			05	MENARDS#030323-METAL CUTTING		79-790-56-00-5630	85.67
			06	TOOL, SHACKLE, DRUM SANDER		** COMMENT **	
			07	KIT, BOLTS		** COMMENT **	
			08	AMAZON-LABEL MAKER REFILL,		79-790-56-00-5630	70.98
			09	KEY TAGS, SCISSORS		** COMMENT **	
			10	MENARDS-SPRAY PAINT		79-790-56-00-5620	22.94
			11	HOME DEPO#032823-RETURNED		79-790-56-00-5620	-17.38
			12	BOARDS		** COMMENT **	
			13	HOME DEPO#032823-BOARDS		79-790-56-00-5620	17.38
			14	HOME DEPO#032823-BOARDS		79-790-56-00-5620	27.68
			15	AMAZON-MAGNETIC CLIPS		79-790-56-00-5620	139.80
				INVOICE TOTAL:			4,506.09 *
	042523-R.MIKOLASEK	03/31/23	01	STALKER RADAR-DSR ENHANCED		25-205-60-00-6070	5,752.50
			02	COUNTING UNIT INSTALLATION		** COMMENT **	
			03	AMAZON-WORK BOOTS		01-210-56-00-5600	66.85
			04	MENARDS#032223-LAUNDRY SOAP		01-210-56-00-5620	8.98
				INVOICE TOTAL:			5,828.33 *
	042523-R.WOOLSEY	03/31/23	01	AMAZON-PAPER CLIPS		01-110-56-00-5610	6.74
			02	AMAZON-CALCULATOR RIBBON		01-110-56-00-5610	11.99
			03	AMAZON-ZIPPER POUCH, CLEANING		01-110-56-00-5610	36.90
			04	WIPES		** COMMENT **	
			05	AMPERAGE#1375164-CONTACTOR,		51-510-56-00-5638	136.37
			06	RELAY		** COMMENT **	
			07	AMPERAGE#1376027-BULBS,		23-230-56-00-5642	112.70
			08	BALLAST KIT		** COMMENT **	
			09	AMPERAGE#1374163-PHOTO CONTROL		23-230-56-00-5642	179.64

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-R.WOOLSEY	03/31/23	10	BEACON-RENEWAL THROUGH 3/21/23		01-110-54-00-5460	22.80
			11	SHAW-RENEWAL THROUGH 4/30/23		01-110-54-00-5460	26.00
			12	SHAW-RENEWAL FOR MAY 2023		01-000-14-00-1410	13.00
			13	FOX RIDGE#7130-GRAVEL		51-510-56-00-5640	65.00
			14	ARNESON#220395-FEB 2023 DIESEL		01-410-56-00-5695	375.13
			15	ARNESON#220396-FEB 2023 GAS		01-410-56-00-5695	596.13
			16	APWA-MEMBERSHIP RENEWAL		51-000-14-00-1400	264.00
			17	APWA-MEMBERSHIP RENEWAL		01-000-14-00-1400	250.00
			18	APWA-MEMBERSHIP RENEWAL		52-000-14-00-1400	250.00
			19	ARNESON#220235-FEB 2023 GAS		01-410-56-00-5695	778.10
			20	ARNESON#220236-FEB 2023 DIESEL		01-410-56-00-5695	976.20
			21	AQUAFIX#006063-VITASTIM GREASE		52-520-54-00-5444	1,057.22
			22	MINER#341330-FEB 2023 MANAGED		01-410-54-00-5462	366.85
			23	SERVICES RADIO		** COMMENT **	
			24	MINER#341330-FEB 2023 MANAGED		51-510-54-00-5462	430.65
			25	SERVICES RADIO		** COMMENT **	
			26	MINER#341330-FEB 2023 MANAGED		52-520-54-00-5462	287.10
			27	SERVICES RADIO		** COMMENT **	
			28	MINER#341330-FEB 2023 MANAGED		79-790-54-00-5462	510.40
			29	SERVICES RADIO		** COMMENT **	
			30	SUPERIOR ASPHALT#20230074-		23-230-60-00-6032	1,617.88
			31	ASPHALT		** COMMENT **	
			32	ARNESON#225019-FEB 2023 GAS		01-410-56-00-5695	356.13
			33	ARNESON#218372-FEB 2023 GAS		01-410-56-00-5695	496.74
			34	ARNESON#220461-FEB 2023 GAS		01-410-56-00-5695	607.29
			35	ARNESON#225018-FEB 2023 DIESEL		01-410-56-00-5695	645.64
			36	ARNESON#220462-FEB 2023 DIESEL		01-410-56-00-5695	679.89
			37	WELDSTAR#2150097-GAS CYLINDER		01-410-54-00-5485	65.10
			38	SMITHEREEN#2982967-MAR 2023		24-216-54-00-5446	97.00
			39	PEST CONTROL		** COMMENT **	
			40	CONTAS-ALARM REPAIR AT 2344		51-510-54-00-5445	381.50
			41	TREMONT		** COMMENT **	
			42	AMPERAGE#1383565-BALLAST		24-216-56-00-5656	50.60
			43	AMPERAGE#1381640-PHOTO CONTROL		23-230-56-00-5642	357.84
			44	HOLIDAY OUTDOOR		24-216-56-00-5656	557.81
			45	DECOR#8085-MAGNETIC CLIPS		** COMMENT **	
						INVOICE TOTAL:	12,666.34 *
	042523-S.AUGUSTING	03/31/23	01	AMPERAGE#1370024-LAMPS,BALLAST		82-820-56-00-5620	395.49
			02	AMPERAGE#1370507-LAMPS		82-820-56-00-5620	70.20
			03	AMPERAGE#1372500-LAMPS		82-820-56-00-5620	21.31
			04	GREAT LAKES-ANNUAL SPRINKLER		82-820-54-00-5462	465.00
			05	INSPECTION		** COMMENT **	
			06	AMAZON-INK PADS		82-820-56-00-5610	10.89
			07	AMAZON-BINGO CARDS		82-000-24-00-2480	17.98
			08	AMAZON-BOOKS		82-000-24-00-2480	22.34



CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-S.AUGUSTING	03/31/23	09	AMAZON-INVISIBLE INK PEN,		82-000-24-00-2480	56.97
			10	LAMINATING POUCHES		** COMMENT **	
			11	AMAZON-BINDER RINGS		82-820-56-00-5671	6.99
			12	AMAZON-CORRECTION TAPE		82-820-56-00-5610	14.29
			13	TARGET-GIFT CARDS,PLAY-DOH		82-000-24-00-2480	128.22
			14	SWANK-COPYRIGHT RENEWAL		82-000-14-00-1400	421.00
			15	ZOOM-USER LICENSE RENEWAL		82-820-54-00-5460	149.90
			16	AMAZON-BOOKS		84-840-56-00-5686	72.08
			17	CRAFT'D-GIFT CARD		82-000-24-00-2480	50.00
			18	AMAZON PRIME MONTHLY USER FEE		82-820-54-00-5460	14.99
			19	AMAZON-BALL STUDS		82-820-56-00-5621	10.75
			20	AMAZON-RETIREMENT PARTY DECOR		82-820-56-00-5676	35.98
			21	EIS-ELEVATOR INSPECTION		82-820-54-00-5462	75.00
			22	KOALA CARE-SHOCK KIT		82-820-56-00-5621	38.75
			23	QUILL-TAPE, TISSUE, SPOONS		82-820-56-00-5610	75.47
			24	4 IMPRINT-TISSUE PACKETS		82-820-54-00-5426	316.59
			25	4 IMPRINT-ZING RING FLYER		82-820-54-00-5426	250.00
			26	AMAZON-GUEST BOOK		82-820-56-00-5610	10.99
			27	AMAZON-SAND ANT FARM		82-000-24-00-2480	17.59
			28	AMAZON-OWL PELLET DISSECTION		82-000-24-00-2480	71.98
			29	KIT		** COMMENT **	
			30	ILA-2023 DIRECTOR REGISTRATION		82-820-54-00-5412	150.00
			31	QUILL-SOAP, WINDEX, HAND		82-820-56-00-5621	275.25
			32	SANITIZER		** COMMENT **	
			33	QUILL-FOLDERS		82-820-56-00-5610	8.43
			34	AMAZON-ORIGAMI PAPER		82-820-56-00-5671	12.78
				INVOICE TOTAL:			3,267.21 *
	042523-S.IWANSKI	03/31/23	01	YORKVILLE POST-POSTAGE		82-820-54-00-5452	25.61
				INVOICE TOTAL:			25.61 *
	042523-S.RAASCH	03/31/23	01	AMAZON-KEY RINGS		24-216-60-00-6030	14.88
			02	AMAZON-BATTERIES		24-216-60-00-6030	54.66
			03	AMAMZON-HANGING FOLDERS,		24-216-60-00-6030	682.86
			04	BATTERIES, UTILITY CARTS, DOOR		** COMMENT **	
			05	CHIMES, BADGE HOLDERS, MAGIC		** COMMENT **	
			06	ERASERS		** COMMENT **	
			07	AMAZON-VACUUM BELTS		24-216-60-00-6030	14.07
			08	AMAZON-DRY ERASE MARKERS,		24-216-60-00-6030	256.82
			09	LABEL MAKER, BULLETIN BOARD,		** COMMENT **	
			10	DRY ERASE BOARDS		** COMMENT **	
			11	AMAZON-TRASH CANS		24-216-60-00-6030	387.16
			12	AMAZON-TRASH CANS		24-216-60-00-6030	394.00
			13	HOME DEPO-REFRIGERATOR		24-216-54-00-5446	1,919.84
			14	AMAZON-ETHERNET CABLES		24-216-60-00-6030	83.98
			15	AMAZON-DRY ERASE MARKERS,		24-216-60-00-6030	1,172.80



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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-S.RAASCH	03/31/23	16	VACUUM BAGS, MOP BUCKET,		** COMMENT **	
			17	DUSTPAN SET, HALF ROUND		** COMMENT **	
			18	RECEPTACLE		** COMMENT **	
			19	AMAZON-PUSH BROOMS, MARKERS	24-216-60-00-6030		161.76
			20	AMAMZON-VACUUM CLEANERS	24-216-60-00-6030		471.60
			21	AMAMZON-TRASH CANS, WET MOPS	24-216-60-00-6030		347.14
			22	AMAZON-TRASH CANS, DUST MOPS,	24-216-60-00-6030		2,080.16
			23	AMAZON-SHIPPING REFUNDS	24-216-60-00-6030		-695.86
				INVOICE TOTAL:			7,345.87 *
	042523-S.REDMON	03/30/23	01	AT&T-2/24-3/29 INTERNET FOR	79-795-54-00-5440		89.00
			02	TOWN SQUARE PARK SIGN	** COMMENT **		
			03	PLUG-N-PAY-MAR 2023 FEES	79-795-54-00-5462		80.32
			04	SMITHEREEN#2959116-FEB 2023	79-795-54-00-5495		74.00
			05	PEST CONTROL	** COMMENT **		
			06	ARNESON#220234-FEB 2023 GAS	79-790-56-00-5695		172.58
			07	ARNESON#220397-FEB 2023 GAS	79-790-56-00-5695		203.96
			08	AMAZON-ST.PATRICKS PARADE	79-795-56-00-5606		223.86
			09	COSTUMES	** COMMENT **		
			10	ARNESON#220202-JAN 2023 GAS	79-790-56-00-5695		272.97
			11	ARNESON#220320-JAN 2023 GAS	79-790-56-00-5695		315.31
			12	UNIFIRST-FIRST AID SUPPLIES	79-790-56-00-5620		61.48
			13	BSN SPORTS#920781468-BASEBALL	79-795-56-00-5606		6,133.75
			14	HATS AND SOCKS	** COMMENT **		
			15	POS PORTAL-CC READERS	25-225-60-00-6010		2,240.70
			16	AMAZON-SHARPIES, MONITOR RISER	79-795-56-00-5610		33.14
			17	AMAZON-FLASH DRIVES	79-795-56-00-5606		63.36
			18	AMAZON-FIGIT TOYS	79-795-56-00-5606		40.89
			19	ARNESON#225020-FEB 2023 DIESEL	79-790-56-00-5695		133.57
			20	ARNESON#225021-FEB 2023 GAS	79-790-56-00-5695		291.38
			21	PMG-BASEBALL/SOFTBALL BANNERS	79-795-56-00-5606		2,042.50
			22	AHW-JOHN DEER GATOR	25-225-60-00-6060		7,967.30
			23	WONDER IDEA TECH-DIGITAL	79-795-54-00-5462		299.00
			24	CATALOG SOFTWARE SUBSCRIPTION	** COMMENT **		
			25	RUNCO#899213-COPY PAPER,	79-795-56-00-5610		98.14
			26	PAPER CLIPS, STAPLES, TAPE,	** COMMENT **		
			27	BINDER CLIPS	** COMMENT **		
			28	RUNCO#899330-ENVELOPES	79-795-56-00-5610		46.00
			29	RUNCO#899343-SANITIZING WIPES	79-795-56-00-5610		16.50
			30	FAIRYTALE ENTERTAINMENT-2023	79-000-14-00-1400		424.00
			31	HTD DEPOSIT	** COMMENT **		
			32	AMAZON-FIGIT TOYS	79-795-56-00-5606		29.96
			33	MENARDS#031723-BUNGEE CORDS	79-795-56-00-5606		53.59
			34	AMAZON-GROMMET TOOL KIT	79-795-56-00-5606		30.99
			35	RUNCO#900114-PAPER TOWELS	79-795-56-00-5606		42.39
			36	PMG-BASEBALL BANNERS	79-795-56-00-5606		640.00

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-S.REDMON	03/30/23	37	QUADIENT-APR 2023 POSTAGE		79-795-54-00-5485	23.14
			38	MACHINE LEASE		** COMMENT **	
			39	QUADIENT-MAY & JUNE 2023		79-000-14-00-1400	46.28
			40	POSTAGE MACHINE LEASE		** COMMENT **	
			41	SMITHEREEN #2982966-MAR 2023		79-790-54-00-5495	97.00
			42	PEST CONTROL		** COMMENT **	
			43	ARNESON#225083-MAR 2023 GAS		79-790-56-00-5695	151.08
			44	ARNESON#225149-MAR 2023 GAS		79-790-56-00-5695	211.11
			45	JOIN HOME BASE-STAFF		79-795-54-00-5462	240.00
			46	SCHEDULING APP		** COMMENT **	
			47	TARGET-RIBBON, EGGS, SODA		79-795-56-00-5606	257.34
			48	ARNESON#211684-MAR 2023 GAS		79-790-56-00-5695	383.20
			49	AMAZON-PREFILLED EASTER EGGS		79-795-56-00-5606	327.06
			50	O'MALLEY#20681-SHEARING PLATES		79-790-56-00-5640	45.00
			51	JACKSON HIRSCH-LAMINATING		79-795-56-00-5606	134.08
			52	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			24,035.93 *
	042523-S.SLEEZER	03/31/23	01	HOME DEPO-BATTERIES, PLIERS		79-790-56-00-5630	558.85
			02	SET, INFLATOR, TAPE MEASURE,		** COMMENT **	
			03	TOOL SET		** COMMENT **	
			04	GROUND EFFECTS-MULCH		79-790-56-00-5620	2,958.00
			05	GROUND EFFECTS-PLAYMAT		79-790-56-00-5640	2,914.00
			06	RUSSO-OIL, TRIMMER LINE		79-790-56-00-5630	261.21
			07	GROUND EFFECTS-PLAYMAT		79-790-56-00-5640	1,504.00
			08	RUSSO-LINE TRIMMER, WALK		79-790-56-00-5630	1,519.97
			09	BEHIND EDGER, BACKBACK BLOWER		** COMMENT **	
			10	GROUND EFFECTS-PLAQUE STONE		24-216-56-00-5656	233.00
			11	FOR PICKERING MEMORIAL		** COMMENT **	
			12	GROUND EFFECTS-LEDGESTONE,		79-790-56-00-5640	384.95
			13	ADHESIVE		** COMMENT **	
				INVOICE TOTAL:			10,333.98 *
	042523-T.HOULE	03/31/23	01	RIVERVIEW FORD-LAMP ASSEMBLY		79-790-56-00-5640	283.04
			02	AMAZON-DROP HITCH		79-790-56-00-5620	306.84
			03	MENARDS#030123-DUAL AIR		79-790-56-00-5620	331.60
			04	CHUCK, SHACKLE, ADAPTERS		** COMMENT **	
			05	RURAL KING-GRABBERS, BOLTS		79-790-56-00-5640	4.38
			06	RURAL KING-CABLE TIES, HOSE		79-790-56-00-5640	117.86
			07	BARBS, MEASURING PITCHERS,		** COMMENT **	
			08	TEES, GRABBERS		** COMMENT **	
			09	FLATSOS#25614-NEW TIRE		79-790-54-00-5495	140.67
			10	AMAZON-ROUNDUP		79-790-56-00-5640	2,151.00
			11	AMAZON-SPOT SPRAYER		79-790-56-00-5640	112.30
			12	AMAZON-SANDING DISCS		79-790-56-00-5630	43.98
			13	RURAL KING-CABLE TIES		79-790-56-00-5640	64.95

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900131	FNBO	FIRST NATIONAL BANK OMAHA			04/25/23		
	042523-T.HOULE	03/31/23	14	MENARDS#031623-BOLTS, WASHERS		79-790-56-00-5620	19.47
			15	GRAINCO-GROWMARK BAGS		79-790-56-00-5646	3,962.00
			16	CONSERV FS-TURF		79-790-56-00-5646	2,688.50
			17	AMAZON-TRASH GRABBER		79-790-56-00-5630	99.98
			18	AMAZON-RECOIL STARTER		79-790-56-00-5640	29.99
			19	BDK DOOR-ADDITION OF BRUSH		79-790-54-00-5495	578.00
			20	SEAL TO THE BOTTOM OF 2 DOORS		** COMMENT **	
			21	BDK DOOR-GATE SYSTEM		79-790-54-00-5495	2,058.90
			22	INSTALLATION		** COMMENT **	
			23	MENARDS#030823-VALVE FLAPPER		79-790-56-00-5640	12.98
			24	KIT		** COMMENT **	
				INVOICE TOTAL:			13,006.44 *
	042523-T.MILSCHEWSKI	03/31/23	01	MENARDS#022823-DEGREASER,BULBS		24-216-60-00-6030	27.26
			02	MENARDS#030723-OUTLET PLATES,		24-216-56-00-5656	30.39
			03	GREASE GUN, GREASE, PICK UP		** COMMENT **	
			04	TOOL		** COMMENT **	
			05	MENARDS#031023-SCREWS, ANCHORS		24-216-60-00-6030	16.26
			06	MENARDS#031023-CLR, BATTERIES		24-216-60-00-6030	58.98
			07	MENARDS#031423-JOINT WASHERS,		24-216-60-00-6030	12.35
			08	SANDING PAD, SLIP JOINT WASHER		** COMMENT **	
			09	MENARDS#031423-SCREWS, PUTTY,		24-216-60-00-6030	91.33
			10	NUTS, TEFLON SEAL		** COMMENT **	
			11	MENARDS#031623-TOILET SEATS		24-216-60-00-6030	572.81
			12	MENARDS#031723-SCREWS, ANCHORS		24-216-60-00-6030	29.94
			13	BOLTS		** COMMENT **	
			14	MENARDS#032123-FILTERS		24-216-56-00-5656	26.96
				INVOICE TOTAL:			866.28 *
	042523-T.SCOTT	03/31/23	01	MENARDS#030223-DROP CLOTH		79-790-56-00-5620	9.98
			02	MENARDS#030623-TENSION BANDS,		79-790-56-00-5646	20.26
			03	CAPS		** COMMENT **	
				INVOICE TOTAL:			30.24 *
	042523-UCOY	03/31/23	01	MOS EQUIPMENT-MISSION		24-216-56-00-5656	5,249.00
			02	DARKNESS BLOCKER LOCKERS		** COMMENT **	
			03	PARAGON-IT EQUIPMENT FOR 651		24-216-60-00-6030	66,443.48
			04	PRAIRIE POINTE		** COMMENT **	
				INVOICE TOTAL:			71,692.48 *
	42523-M.CURTIS	03/31/23	01	JEWEL-CUTLERY, BOWLS, TABLE		82-000-24-00-2480	27.47
			02	CLOTHS		** COMMENT **	
				INVOICE TOTAL:			27.47 *
				CHECK TOTAL:			218,549.96
				TOTAL AMOUNT PAID:			218,549.96

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INVOICES DUE ON/BEFORE 05/09/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538391	AACVB	AURORA AREA CONVENTION					
	MAR/23-HAMPTON	04/24/23	01	MAR 2023 HAMPTON HOTEL TAX	01-640-54-00-5481		3,925.97
					INVOICE TOTAL:		3,925.97 *
	MAR/23-SUNSET	04/25/23	01	MAR 2023 SUNSET HOTEL TAX	01-640-54-00-5481		16.20
					INVOICE TOTAL:		16.20 *
	MAR/23-SUPER	04/24/23	01	MAR 2023 SUPER 8 HOTEL TAX	01-640-54-00-5481		575.69
					INVOICE TOTAL:		575.69 *
					CHECK TOTAL:		4,517.86
538392	ABBEYPAV	ABBEY PAVING & SEALCOATING CO.					
	041723	04/17/23	01	ENGINEERS PAYMENT ESTIMATE 3	24-216-60-00-6030		18,515.25
			02	FOR PRAIRIE POINTE PARKING LOT	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		18,515.25 *
					CHECK TOTAL:		18,515.25
538393	ABBEYPAV	ABBEY PAVING & SEALCOATING CO.					
	041823	07/18/22	01	ENGINEERS PAYMENT ESTIMATE 4	24-216-60-00-6030		40,863.67
			02	AND FINAL FOR PRAIRIE POINTE	** COMMENT **		
			03	PARKING LOT IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		40,863.67 *
					CHECK TOTAL:		40,863.67
538394	AGUILARJ	JOSE GONZALO AGUILAR					
	042523	04/25/23	01	REFEREE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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INVOICES DUE ON/BEFORE 05/09/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538395	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	233001	04/23/23	01	SPRING CLASS INSTRUCTION	79-795-54-00-5462		5,399.00
					INVOICE TOTAL:		5,399.00 *
					CHECK TOTAL:		5,399.00
538396	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630013848	04/06/23	01	REPLACE ALTERNATOR AT 420	52-520-54-00-5444		4,163.71
			02	FAIRHAVEN LIFT	** COMMENT **		
					INVOICE TOTAL:		4,163.71 *
					CHECK TOTAL:		4,163.71
538397	ASHMOREE	EARL ASHMORE					
	042223	04/22/23	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
	042523	04/25/23	01	REFEREE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		155.00
538398	ATLAS	ATLAS BOBCAT					
	K10143	02/16/23	01	REPLACE GLASS DOOR	01-410-56-00-5628		584.97
					INVOICE TOTAL:		584.97 *
					CHECK TOTAL:		584.97
538399	AURORA	CITY OF AURORA					
	223531	04/11/23	01	MAR 2023 WATER LAB TESTING	51-510-54-00-5429		189.00
					INVOICE TOTAL:		189.00 *
					CHECK TOTAL:		189.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE  
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INVOICES DUE ON/BEFORE 05/09/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538400	BATTERY S	BATTERY SERVICE CORPORATION					
	0097104	04/03/23	01	1 BATTERY	01-410-56-00-5628		135.50
					INVOICE TOTAL:		135.50 *
	0097240	04/06/23	01	2 BATTERIES	51-510-56-00-5628		209.90
					INVOICE TOTAL:		209.90 *
					CHECK TOTAL:		345.40
538401	BNSF	BNSF RAILWAY COMPANY					
	90250296	04/19/23	01	REPLACE CONSTANT WARNING,	23-230-60-00-6012		6.09
			02	FLASHERS AND GATES AT MILL RD	** COMMENT **		
					INVOICE TOTAL:		6.09 *
					CHECK TOTAL:		6.09
D002923	BROWND	DAVID BROWN					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	51-510-54-00-5415		103.75
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		103.75 *
					DIRECT DEPOSIT TOTAL:		148.75
538402	CALLONE	PEERLESS NETWORK, INC					
	20620	04/15/23	01	04/15-05/14 ADMIN LINES	01-110-54-00-5440		210.70
			02	04/15-05/14 POLICE LINES	01-210-54-00-5440		702.80
			03	04/15-05/14 PW LINES	51-510-54-00-5440		4,853.87
			04	04/15-05/14 CITY HALL NORTEL	01-110-54-00-5440		1,188.84

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538402	CALLONE	PEERLESS NETWORK, INC					
	20620	04/15/23	05	04/15-05/14 CITY HALL NORTEL	01-210-54-00-5440		1,188.84
			06	04/15-05/14 CITY HALL NORTEL	51-510-54-00-5440		1,188.84
			07	04/15-05/14 SEWER DEPT LINES	52-520-54-00-5440		227.11
			08	04/15-05/14 RECREATION LINES	79-795-54-00-5440		302.28
			09	04/15-05/14 TRAFFIC SIGNAL	01-410-54-00-5435		60.06
			10	MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		9,923.34 *
					CHECK TOTAL:		9,923.34
538403	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43259	12/14/22	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620		101.38
					INVOICE TOTAL:		101.38 *
	43266	12/21/22	01	PAPER TOWEL	52-520-56-00-5620		87.42
					INVOICE TOTAL:		87.42 *
	43367	03/21/23	01	TOILET TISSUE	79-790-56-00-5620		57.67
					INVOICE TOTAL:		57.67 *
	43384	04/12/23	01	PAPER TOWEL	52-520-56-00-5620		162.81
					INVOICE TOTAL:		162.81 *
					CHECK TOTAL:		409.28
538404	COMED	COMMONWEALTH EDISON					
	34670-94018-0223	04/24/23	01	02/08-03/09 KENNEDY & MILLS	23-230-54-00-5482		110.67
					INVOICE TOTAL:		110.67 *
	45791-22039-0123	04/10/23	01	01/20-02/20 FOX & PAVILLION	23-230-54-00-5482		44.57
					INVOICE TOTAL:		44.57 *
	45791-22039-0223	04/21/23	01	02/20-03/21 FOX & PAVILLION	23-230-54-00-5482		46.27
					INVOICE TOTAL:		46.27 *
					CHECK TOTAL:		201.51

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002924	CONARDR	RYAN CONARD					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	51-510-54-00-5415		51.88
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			51.88 *
				DIRECT DEPOSIT TOTAL:			96.88
538405	COREMAIN	CORE & MAIN LP					
	S641517	04/11/23	01	40 100CF METERS,METER WASHERS	51-510-56-00-5664		5,830.00
				INVOICE TOTAL:			5,830.00 *
				CHECK TOTAL:			5,830.00
538406	DELAGE	DLL FINANCIAL SERVICES INC					
	040123-LEASE	05/01/23	01	APR 2023 COPIER LEASE	01-110-54-00-5485		113.46
			02	APR 2023 COPIER LEASE	01-120-54-00-5485		75.64
			03	APR 2023 COPIER LEASE	01-220-54-00-5485		189.10
			04	APR 2023 COPIER LEASE	01-210-54-00-5485		299.10
			05	APR 2023 COPIER LEASE	01-410-54-00-5485		44.67
			06	APR 2023 COPIER LEASE	51-510-54-00-5485		44.67
			07	APR 2023 COPIER LEASE	52-520-54-00-5485		44.67
			08	APR 2023 COPIER LEASE	79-790-54-00-5485		94.54
			09	APR 2023 COPIER LEASE	79-795-54-00-5485		94.55
				INVOICE TOTAL:			1,000.40 *
				CHECK TOTAL:			1,000.40
538407	DELAGE	DLL FINANCIAL SERVICES INC					
	78786922	03/01/23	01	MAR 2023 MANAGED PRINT SERVICE	01-110-54-00-5485		112.33

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538407	DELAGE	DLL FINANCIAL SERVICES INC					
	78786922	03/01/23	02	MAR 2023 MANAGED PRINT SERVICE	01-120-54-00-5485		37.44
			03	MAR 2023 MANAGED PRINT SERVICE	01-210-54-00-5485		112.33
			04	MAR 2023 MANAGED PRINT SERVICE	51-510-54-00-5485		50.18
			05	MAR 2023 MANAGED PRINT SERVICE	52-520-54-00-5485		12.36
			06	MAR 2023 MANAGED PRINT SERVICE	01-410-54-00-5485		12.36
				INVOICE TOTAL:			337.00 *
	79057649	04/01/23	01	APR 2023 MANAGED PRINT SERVICE	01-110-54-00-5485		112.33
			02	APR 2023 MANAGED PRINT SERVICE	01-120-54-00-5485		37.44
			03	APR 2023 MANAGED PRINT SERVICE	01-210-54-00-5485		112.33
			04	APR 2023 MANAGED PRINT SERVICE	51-510-54-00-5485		50.18
			05	APR 2023 MANAGED PRINT SERVICE	52-520-54-00-5485		12.36
			06	APR 2023 MANAGED PRINT SERVICE	01-410-54-00-5485		12.36
				INVOICE TOTAL:			337.00 *
				CHECK TOTAL:			674.00
538408	DELAGE	DLL FINANCIAL SERVICES INC					
	79079929	03/25/23	01	JAN 2023 COPIER LEASE	01-110-54-00-5485		113.46
			02	JAN 2023 COPIER LEASE	01-120-54-00-5485		75.64
			03	JAN 2023 COPIER LEASE	01-220-54-00-5485		189.10
			04	JAN 2023 COPIER LEASE	01-210-54-00-5485		299.10
			05	JAN 2023 COPIER LEASE	01-410-54-00-5485		44.67
			06	JAN 2023 COPIER LEASE	51-510-54-00-5485		44.67
			07	JAN 2023 COPIER LEASE	52-520-54-00-5485		44.67
			08	JAN 2023 COPIER LEASE	79-795-54-00-5485		94.55
			09	JAN 2023 COPIER LEASE	79-790-54-00-5485		94.54
				INVOICE TOTAL:			1,000.40 *
				CHECK TOTAL:			1,000.40
538409	DELAGE	DLL FINANCIAL SERVICES INC					
	79354179	04/26/23	01	FEB 2023 COPIER LEASE	01-110-54-00-5485		113.46

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538409	DELAGÉ	DLL FINANCIAL SERVICES INC					
	79354179	04/26/23	02	FEB 2023 COPIER LEASE	01-120-54-00-5485		75.64
			03	FEB 2023 COPIER LEASE	01-220-54-00-5485		189.10
			04	FEB 2023 COPIER LEASE	01-210-54-00-5485		299.10
			05	FEB 2023 COPIER LEASE	01-410-54-00-5485		44.67
			06	FEB 2023 COPIER LEASE	51-510-54-00-5485		44.67
			07	FEB 2023 COPIER LEASE	52-520-54-00-5485		44.67
			08	FEB 2023 COPIER LEASE	79-795-54-00-5485		94.55
			09	FEB 2023 COPIER LEASE	79-790-54-00-5485		94.54
				INVOICE TOTAL:			1,000.40 *
				CHECK TOTAL:			1,000.40
538410	DELAGÉ	DLL FINANCIAL SERVICES INC					
	79693581	04/24/23	01	MAR 2023 COPIER LEASE	01-110-54-00-5485		113.46
			02	MAR 2023 COPIER LEASE	01-120-54-00-5485		75.64
			03	MAR 2023 COPIER LEASE	01-220-54-00-5485		189.10
			04	MAR 2023 COPIER LEASE	01-210-54-00-5485		299.10
			05	MAR 2023 COPIER LEASE	01-410-54-00-5485		44.67
			06	MAR 2023 COPIER LEASE	51-510-54-00-5485		44.67
			07	MAR 2023 COPIER LEASE	52-520-54-00-5485		44.67
			08	MAR 2023 COPIER LEASE	79-795-54-00-5485		94.55
			09	MAR 2023 COPIER LEASE	79-790-54-00-5485		94.54
				INVOICE TOTAL:			1,000.40 *
				CHECK TOTAL:			1,000.40
D002925	DHUSEE	DHUSE, ERIC					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2023 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	APR 2023 MOBILE EMAIL	01-410-54-00-5440		15.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002925	DHUSEE 050123	DHUSE, ERIC 05/01/23	06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538411	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704706-231100051505	04/20/23	01	03/07-03/30 RT34 & BEECHER	23-230-54-00-5482		67.60
					INVOICE TOTAL:		67.60 *
	1704711-230100514323	04/11/23	01	03/09-04/07 KENNEDY & MILLS	23-230-54-00-5482		3.48
					INVOICE TOTAL:		3.48 *
	17047172310400514626	04/14/23	01	03/14-04/11 RT47 & ROSENWINKLE	23-230-54-00-5482		33.57
					INVOICE TOTAL:		33.57 *
	1704718-231000051427	04/10/23	01	03/07-04/05 RT34 & CANNONBALL	23-230-54-00-5482		16.28
					INVOICE TOTAL:		16.28 *
	1704724-231100051505	04/20/23	01	03/17-04/16 3299 LEHMAN CROSS	51-510-54-00-5480		6,258.52
					INVOICE TOTAL:		6,258.52 *
					CHECK TOTAL:		6,379.45
D002926	DLK	DLK, LLC					
	260	04/27/23	01	APR 2023 ECONOMIC DEVELOPEMENT	01-640-54-00-5486		9,685.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,685.00 *
					DIRECT DEPOSIT TOTAL:		9,685.00
538412	DONOVANM	MICHAEL DONOVAN					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-795-54-00-5440		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538412	DONOVANM	MICHAEL DONOVAN					
	050123	05/01/23	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
538413	EEI	ENGINEERING ENTERPRISES, INC.					
	76075	12/30/22	01	BRISTOL RIDGE RESURFACING	23-230-60-00-6032		7,028.38
					INVOICE TOTAL:		7,028.38 *
					CHECK TOTAL:		7,028.38
538414	ELENBAAJ	JOHN ELENBAAS					
	041523	04/15/23	01	REFEREE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
D002927	EVANST	TIM EVANS					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2023 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002928	FREDRICR	ROB FREDRICKSON					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538415	FULLEHG	GARY FULLETT					
	041523	04/15/23	01	REFEREE	79-795-54-00-5462		175.00
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		175.00
D002929	GALAUNEJ	JAKE GALAUNER					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538416	GROOT	GROOT INC					
	10389960T102	04/01/23	01	MAR 2023 REFUSE SERVICE	01-540-54-00-5442		132,337.11
			02	MAR 2023 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,619.02
					INVOICE TOTAL:		135,956.13 *
					CHECK TOTAL:		135,956.13
D002930	HENNED	DURK HENNE					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002931	HERNANDA	ADAM HERNANDEZ					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538417	HERNANDN	NOAH HERNANDEZ					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	01-410-54-00-5415		114.80
			02	MILEAGE REIMBURSEMENT AND PER	** COMMENT **		
			03	DIEMS	** COMMENT **		
				INVOICE TOTAL:			114.80 *
				CHECK TOTAL:			159.80
538418	HILLSDRN	HILLS CRANE INSPECTION SERVICE					
	19056	04/10/23	01	REPLACE WIRE ROPE	52-520-54-00-5490		440.00
				INVOICE TOTAL:			440.00 *
				CHECK TOTAL:			440.00
D002932	HORNERR	RYAN HORNER					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002933	HOULEA	ANTHONY HOULE					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
538419	ILPD4811	ILLINOIS STATE POLICE					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538419	ILPD4811	ILLINOIS STATE POLICE					
	20230304811	03/31/23	01	LICENSING BACKGROUND CHECKS	01-110-54-00-5462		113.00
			02	BACKGROUND CHECKS	79-795-54-00-5462		988.75
			03	BACKGROUND CHECK	79-790-54-00-5462		28.25
				INVOICE TOTAL:			1,130.00 *
				CHECK TOTAL:			1,130.00
538420	INTERDEV	INTERDEV, LLC					
	CW1038268	03/28/23	01	YEARLINK PHONE & USB HEADSETS	01-640-54-00-5450		1,009.00
				INVOICE TOTAL:			1,009.00 *
				CHECK TOTAL:			1,009.00
538421	INTERDEV	INTERDEV, LLC					
	MSP1038247	03/31/23	01	MONTHLY IT BILLING FOR	01-640-54-00-5450		8,302.91
			02	MARCH 2023	** COMMENT **		
				INVOICE TOTAL:			8,302.91 *
				CHECK TOTAL:			8,302.91
538422	IRVINGS	STEPHEN IRVING					
	042023	04/20/23	01	UMPIRE	79-795-54-00-5462		120.00
				INVOICE TOTAL:			120.00 *
				CHECK TOTAL:			120.00
D002934	JACKSONJ	JAMIE JACKSON					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002934	JACKSONJ	JAMIE JACKSON					
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	52-520-54-00-5415		114.80
			02	MILEAGE REIMBURSEMENT AND PER	** COMMENT **		
			03	DIEMS	** COMMENT **		
				INVOICE TOTAL:			114.80 *
				DIRECT DEPOSIT TOTAL:			159.80
538423	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	94988	04/26/23	01	TRUCK INSPECTION	79-790-54-00-5495		35.00
				INVOICE TOTAL:			35.00 *
				CHECK TOTAL:			35.00
D002935	JOHNGEOR	GEORGE JOHNSON					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	APR 2023 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
538424	JULIE	JULIE, INC.					
	YKVL0A-033123	03/31/23	01	01/01-03/31 LOCATING SERVICES	01-410-54-00-5483		651.56
			02	01/01-03/31 LOCATING SERVICES	51-510-54-00-5483		651.56
			03	01/01-03/31 LOCATING SERVICES	52-520-54-00-5483		651.56
				INVOICE TOTAL:			1,954.68 *
				CHECK TOTAL:			1,954.68
538425	KENDCROS	KENDALL CROSSING, LLC					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



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538425	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 03-23	04/25/23	01	MAR 2023 AMUSEMENT TAX REBATE	01-640-54-00-5439		2,642.52
					INVOICE TOTAL:		2,642.52 *
					CHECK TOTAL:		2,642.52
538426	KENDTREA	KENDALL COUNTY					
	23-10	04/12/23	01	KAT 1ST BI-ANNUALCONTRIBUTION	01-640-54-00-5473		11,775.00
					INVOICE TOTAL:		11,775.00 *
					CHECK TOTAL:		11,775.00
D002936	KLEEFISG	GLENN KLEEFISCH					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538427	LANEMUCH	LANER, MUCHIN, LTD					
	644638	04/01/23	01	2023 POLICE SGT/FOT CBA	01-640-54-00-5463		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
538428	MAHONEYM	MARK MAHONEY					
	042423	04/24/23	01	REFEREE	79-795-54-00-5462		135.00
					INVOICE TOTAL:		135.00 *
	042523	04/25/23	01	REFEREE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		185.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538429	MCGREGOM	MATTHEW MCGREGORY					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	51-510-54-00-5415		103.75
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			103.75 *
				CHECK TOTAL:			148.75
538430	METRONET	METRO FIBERNET LLC					
	1872272-0416	04/16/23	01	04/18-05/17 INTERNET AT 651	01-110-54-00-5440		101.20
			02	PRIAIRIE POINTE DR	** COMMENT **		
			03	04/18-05/17 INTERNET AT 651	01-220-54-00-5440		115.66
			04	PRIAIRIE POINTE DR	** COMMENT **		
			05	04/18-05/17 INTERNET AT 651	01-120-54-00-5440		57.83
			06	PRIAIRIE POINTE DR	** COMMENT **		
			07	04/18-05/17 INTERNET AT 651	79-795-54-00-5440		115.66
			08	PRIAIRIE POINTE DR	** COMMENT **		
			09	04/18-05/17 INTERNET AT 651	01-210-54-00-5440		578.30
			10	PRIAIRIE POINTE DR	** COMMENT **		
				INVOICE TOTAL:			968.65 *
				CHECK TOTAL:			968.65
538431	METRONET	METRO FIBERNET LLC					
	1961635-041623	04/16/23	01	04/16-05/15 INTERNET AT 800	01-110-54-00-5440		35.85
			02	GAME FARM RD	** COMMENT **		
			03	04/16-05/15 INTERNET AT 800	01-220-54-00-5440		40.98
			04	GAME FARM RD	** COMMENT **		
			05	04/16-05/15 INTERNET AT 800	01-120-54-00-5440		20.49
			06	GAME FARM RD	** COMMENT **		

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538431	METRONET	METRO FIBERNET LLC					
	1961635-041623	04/16/23	07	04/16-05/15 INTERNET AT 800	01-210-54-00-5440		204.88
			08	GAME FARM RD	** COMMENT **		
					INVOICE TOTAL:		302.20 *
					CHECK TOTAL:		302.20
538432	MIDWSALT	MIDWEST SALT					
	P467903	04/19/23	01	BULK ROCK SALT	51-510-56-00-5638		3,271.84
					INVOICE TOTAL:		3,271.84 *
	P467904	04/19/23	01	BULK ROCK SALT	51-510-56-00-5638		3,391.77
					INVOICE TOTAL:		3,391.77 *
					CHECK TOTAL:		6,663.61
D002937	MILSCHET	TED MILSCHEWSKI					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538433	NICOR	NICOR GAS					
	15-00-27-3553 4-0323	04/13/23	01	03/14-04/13 1301 CAROLYN CT	01-110-54-00-5480		52.30
					INVOICE TOTAL:		52.30 *
	15-41-50-1000 6-0323	04/06/23	01	03/03-04/03 804 GAME FARM RD	01-110-54-00-5480		460.77
					INVOICE TOTAL:		460.77 *
	31-61-67-2493 1-0323	04/12/23	01	03/13-04/12 276 WINDHAM	01-110-54-00-5480		52.28
					INVOICE TOTAL:		52.28 *

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538433	NICOR	NICOR GAS					
	37-35-53-1941	1-0323	04/10/23	01 03/09-04/10 185 WOLF ST	01-110-54-00-5480		301.19
					INVOICE TOTAL:		301.19 *
	45-12-25-4081	3-0323	04/13/23	01 03/13-04/12 201 W HYDRAULIC	01-110-54-00-5480		266.31
					INVOICE TOTAL:		266.31 *
	46-69-47-6727	1-0323	04/10/23	01 03/09-04/10 1975 BRIDGE	01-110-54-00-5480		162.65
					INVOICE TOTAL:		162.65 *
	66-70-44-6942	9-0323	04/10/23	01 03/09-04/10 1908 RAINTREE RD	01-110-54-00-5480		169.42
					INVOICE TOTAL:		169.42 *
	80-56-05-1157	0-0323	04/10/23	01 03/09-04/10 2512 ROSEMONT DR	01-110-54-00-5480		59.02
					INVOICE TOTAL:		59.02 *
					CHECK TOTAL:		1,523.94
D002938	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	17160		04/13/23	01 MISC CITY LEGAL MATTERS	01-640-54-00-5456		4,345.00
				02 BRISTOL BAY MATTERS	01-640-54-00-5456		132.00
				03 HEARTLAND MATTERS	90-202-00-00-0011		55.00
				04 KENDALL MARKETPLACE MATTERS	01-640-54-00-5456		715.00
				05 MEETINGS	01-640-54-00-5456		1,600.00
				06 NEW LEAF SOLAR MATERS	90-196-00-00-0011		176.00
				07 WESTBURY MATTERS	01-640-54-00-5456		209.00
					INVOICE TOTAL:		7,232.00 *
					DIRECT DEPOSIT TOTAL:		7,232.00
538434	OSWEGO	VILLAGE OF OSWEGO					
	2195		03/31/23	01 NOV 2022-JAN 2023 SALARY	24-216-54-00-5432		13,807.80
				02 REIMBURSEMENT FOR FACILITIES	** COMMENT **		

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538434	OSWEGO	VILLAGE OF OSWEGO					
	2195	03/31/23	03	MANAGER-RAASCH	** COMMENT **		
			04	DEC 2022-FEB 2023 STATE	01-640-54-00-5462		3,500.00
			05	LOBBYIST CHARGES	** COMMENT **		
			06	DEC 2022-FEB 2023 STATE	51-510-54-00-5462		3,500.00
			07	LOBBYIST CHARGES	** COMMENT **		
			08	DEC 2022-FEB 2023 FEDERAL	01-640-54-00-5462		3,125.00
			09	LOBBYIST CHARGES	** COMMENT **		
			10	DEC 2022-FEB 2023 FEDERAL	51-510-54-00-5462		3,125.00
			11	LOBBYIST CHARGES	** COMMENT **		
			12	MILEAGE REIMBURSEMENT	24-216-54-00-5432		137.73
			13	WATER STUDY	51-510-60-00-6011		22,439.39
					INVOICE TOTAL:		49,634.92 *
				CHECK TOTAL:			49,634.92
538435	OTTOSEN	OTTOSEN DINOLFO					
	154205	03/31/23	01	ADMIN CITY LEGAL MATTERS	01-640-54-00-5456		744.14
					INVOICE TOTAL:		744.14 *
				CHECK TOTAL:			744.14
538436	PARADISE	PARADISE CAR WASH					
	224683	04/01/23	01	MAR 2023 CAR WASHES	79-790-54-00-5495		11.00
					INVOICE TOTAL:		11.00 *
				CHECK TOTAL:			11.00
538437	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	48577007	04/17/23	01	DRINKS	79-795-56-00-5607		661.98
					INVOICE TOTAL:		661.98 *
	48577013	04/17/23	01	DRINKS	79-795-56-00-5607		566.28
					INVOICE TOTAL:		566.28 *
				CHECK TOTAL:			1,228.26

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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538438	PESOLA	PESOLA MEDIA GROUP					
	205650	04/19/23	01	SPRING BASEBALL BANNER	79-795-56-00-5606		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
D002939	PIAZZA	AMY SIMMONS					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538439	PIPERSON	STEVE PIPER & SONS, INC.					
	20877	04/14/23	01	MUNICIPAL TREE WORK	79-790-54-00-5495		6,000.00
					INVOICE TOTAL:		6,000.00 *
	20952	04/24/23	01	REMOTE TUB GRINDING	01-410-54-00-5458		5,710.00
					INVOICE TOTAL:		5,710.00 *
					CHECK TOTAL:		11,710.00
538440	PIZZO	PIZZO AND ASSOCIATES, LTD					
	2799	04/01/23	01	STEWARDSHIP-SCHEDULED	24-216-54-00-5446		732.19
					INVOICE TOTAL:		732.19 *
					CHECK TOTAL:		732.19
538441	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	3311	04/18/23	01	LISA LOOP PLAQUE	79-795-54-00-5495		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538442	PURCELLJ 050123	JOHN PURCELL 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				CHECK TOTAL:			45.00
538443	R0001593 YORKVILLE	LOCAL 150 APPRENTICESHIP FUND 04/20/23	01 02 03	CONFINED SPACE TRAINING CONFINED SPACE TRAINING CONFINED SPACE TRAINING	01-410-54-00-5412 51-510-54-00-5412 52-520-54-00-5412		1,000.00 1,000.00 1,000.00
				INVOICE TOTAL:			3,000.00 *
				CHECK TOTAL:			3,000.00
538444	R0002575 041823-PH	NEW LEAF ENERGY 04/18/23	01	REFUND PUBLIC HEARING SIGN	01-000-42-00-4210		50.00
				INVOICE TOTAL:			50.00 *
				CHECK TOTAL:			50.00
D002940	RATOSP 050123	PETE RATOS 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	01-220-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002941	REDMONST 050123	STEVE REDMON 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538445	REINDERS	REINDERS, INC.					
	6030292-00	04/18/23	01	SPRING TINE RAHN	79-790-56-00-5646		185.99
					INVOICE TOTAL:		185.99 *
					CHECK TOTAL:		185.99
538446	RIETZR	ROBERT L. RIETZ JR.					
	042023	04/20/23	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
D002942	ROSBOROS	SHAY REMUS					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538447	RUSHTRCK	RUSH TRUCK CENTER					
	38259028	04/21/23	01	VALVE & MODULE REPLACEMENT	01-410-54-00-5490		7,976.84
					INVOICE TOTAL:		7,976.84 *
					CHECK TOTAL:		7,976.84
D002943	SCHREIBE	EMILY J. SCHREIBER					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002944	SCODROP	PETER SCODRO					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002945	SCOTTTR	TREVOR SCOTT					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002946	SENDRAS	SAMANTHA SENDRA					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002947	SENGM	MATT SENG					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538448	SHI	SHI INTERNATIONAL CORP					
	B16636330	03/23/23	01	ACROBAT PRO LICENSING RENEWAL	01-640-54-00-5450		210.00
					INVOICE TOTAL:		210.00 *
					CHECK TOTAL:		210.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002948	SLEEZERJ 050123	JOHN SLEEZER 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	01-410-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002949	SLEEZERS 050123	SCOTT SLEEZER 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002950	SMITHD 050123	DOUG SMITH 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002951	STEFFANG 050123	GEORGE A STEFFENS 05/01/23	01 02	APR 2023 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		45.00
				INVOICE TOTAL:			45.00 *
	CSA TRAINING	04/25/23	01 02 03	CONFINED SPACE TRAINING MILEAGE REIMBURSEMENT AND PER DIEMS	52-520-54-00-5415 ** COMMENT ** ** COMMENT **		104.80
				INVOICE TOTAL:			104.80 *
				DIRECT DEPOSIT TOTAL:			149.80

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538449	TAPCO	TAPCO					
	1751402	04/17/23	01	SOLAR PANEL PACKAGE, CABINET	01-410-56-00-5640		815.95
			02	BRACKET SET	** COMMENT **		
					INVOICE TOTAL:		815.95 *
					CHECK TOTAL:		815.95
D002952	THOMASL	LORI THOMAS					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538450	TRICO	TRICO MECHANICAL , INC					
	7257	01/31/23	01	REPLACED BLOWER MOTOR	24-216-54-00-5446		1,908.00
					INVOICE TOTAL:		1,908.00 *
					CHECK TOTAL:		1,908.00
538451	VALLASB	BRYAN VALLES-MATA					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	CSA TRAINING	04/25/23	01	CONFINED SPACE TRAINING	01-410-54-00-5440		114.80
			02	MILEAGE REIMBURSEMENT AND PER	** COMMENT **		
			03	DIEMS	** COMMENT **		
					INVOICE TOTAL:		114.80 *
					CHECK TOTAL:		159.80
538452	VOITIKM	MICHAEL VOITIK					

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538452	VOITIKM	MICHAEL VOITIK					
	042023	04/20/23	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
				CHECK TOTAL:			120.00
538453	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	111826	04/11/23	01	CHLORINE	51-510-56-00-5638		1,009.00
					INVOICE TOTAL:		1,009.00 *
				CHECK TOTAL:			1,009.00
D002953	WEBERR	ROBERT WEBER					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
538454	WEX	WEX BANK					
	88908741	04/30/23	01	APR 2023 GASOLINE	01-210-56-00-5695		6,353.09
			02	APR 2023 GASOLINE	01-220-56-00-5695		781.66
					INVOICE TOTAL:		7,134.75 *
				CHECK TOTAL:			7,134.75
D002954	WILLRETE	ERIN WILLRETT					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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D002955	WOLFB	BRANDON WOLF					
	050123	05/01/23	01	APR 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
538455	YOUNGM	MARLYS J. YOUNG					
	030223-PS	03/15/23	01	03/02/23 PUBLIC SAFETY MEETING	01-110-54-00-5462		85.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00

TOTAL CHECKS PAID:	370,070.54
TOTAL DIRECT DEPOSITS PAID:	18,687.23
TOTAL AMOUNT PAID:	388,757.77

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

CHECK DATE: 05/09/23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
538470	LITE	LITE CONSTRUCTION					
	APP 12		04/30/23	01	COMPLETED WORK FOR 651 PRAIRIE	24-216-60-00-6030	97,593.15
				02	POINTE DR	** COMMENT **	
					INVOICE TOTAL:		97,593.15 *
					CHECK TOTAL:		97,593.15
					TOTAL AMOUNT PAID:		97,593.15

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538457	BALLET	BALLET FOLKLORICO QUETZALCOATL					
	1129	04/23/23	01	2023 MARGARITAS EN MAYO	79-795-56-00-5606		800.00
			02	PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		800.00 *
					CHECK TOTAL:		800.00
538458	CARMONAE	EDWARD CARMONA					
	2023 MARGARITAS	04/25/23	01	2023 MARGARITAS EN MAYO BAND	79-795-56-00-5606		2,250.00
					INVOICE TOTAL:		2,250.00 *
					CHECK TOTAL:		2,250.00
538459	DELAGE	DLL FINANCIAL SERVICES INC					
	79606567	04/17/23	01	JUN 2023 COPIER LEASE	82-820-54-00-5462		185.00
					INVOICE TOTAL:		185.00 *
					CHECK TOTAL:		185.00
538460	DOUBLED	DOUBLE D BOOKING					
	2023 BEACH PARTY-DEP	04/21/23	01	2023 BEACH PARTY BAND DEPOSIT	79-795-56-00-5606		375.00
					INVOICE TOTAL:		375.00 *
	2023 MARGARITAS-DEP	04/25/23	01	SYMPLE ROCK BAND FOR 2023	79-795-56-00-5606		250.00
			02	MARGARITAS EN MAYO	** COMMENT **		
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		625.00
538461	ENCODE	ENCODE PLUS, LLC					
	2357	04/18/23	01	ANNUAL SOFTWARE LICENSING FEE	01-220-54-00-5462		5,250.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538461	ENCODE	ENCODE PLUS, LLC					
	2357	04/18/23	02	RENEWAL	** COMMENT **		
					INVOICE TOTAL:		5,250.00 *
					CHECK TOTAL:		5,250.00
538462	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	165371127-5	12/18/22	01	LIABILITY INS INSTALLMENT #5	01-640-52-00-5231		14,528.16
			02	LIABILITY INS INSTALLMENT #5-P	01-640-52-00-5231		3,020.75
			03	LIABILITY INS INSTALLMENT #5	51-510-52-00-5231		1,601.99
			04	LIABILITY INS INSTALLMENT #5	52-520-52-00-5231		767.93
			05	LIABILITY INS INSTALLMENT #5	82-820-52-00-5231		1,204.17
					INVOICE TOTAL:		21,123.00 *
					CHECK TOTAL:		21,123.00
538463	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	KANE-MAR 2023	04/27/23	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
	WILL-APR 2023	04/25/23	01	WILL COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		140.00
538464	KOZENM	MARK KOZEN					
	2023 BEACH PARTY	04/21/23	01	2023 BEACH PARTY BAND	79-795-56-00-5606		2,125.00
					INVOICE TOTAL:		2,125.00 *
					CHECK TOTAL:		2,125.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



INVOICES DUE ON/BEFORE 05/09/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538465	LOUKA	LOUKA TACTICAL TRAINING					
	07/24-07/28 TRAIN	04/26/23	01	PUBLIC SAFETY WELLNESS	01-210-54-00-5412		950.00
			02	INSTRUCTR COURSE-ENK	** COMMENT **		
				INVOICE TOTAL:			950.00 *
				CHECK TOTAL:			950.00
538466	R0002288	LENNAR					
	2349 FAIRFIELD	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		1,725.00
				INVOICE TOTAL:			1,725.00 *
	2361 FAIRFIELD	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
				INVOICE TOTAL:			600.00 *
	2375 FAIRFIELD	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
				INVOICE TOTAL:			600.00 *
	2387 FAIRFIELD	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
				INVOICE TOTAL:			600.00 *
	2451 FAIRFIELD	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
				INVOICE TOTAL:			600.00 *
	522 ASHWORTH	04/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00
				INVOICE TOTAL:			600.00 *
				CHECK TOTAL:			4,725.00
538467	TRAFLOG	TRAFFIC LOGIX CORPORATION					
	SIN20233	04/26/23	01	ANNUAL MAINTENANCE AGREEMENT	23-230-56-00-5642		2,700.00
				INVOICE TOTAL:			2,700.00 *
				CHECK TOTAL:			2,700.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/09/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
538468	UAPEVENT	UAP ENTERPRISES LLC					
	2023 MARGARITAS	04/25/23	01	2023 MARGARITAS EN MAYO BAND	79-795-56-00-5606		2,100.00
			02	MARIACHI AMECA	** COMMENT **		
					INVOICE TOTAL:		2,100.00 *
					CHECK TOTAL:		2,100.00
538469	YOUNGM	MARLYS J. YOUNG					
	032323-PC	04/18/23	01	03/23/23 PS MEETING MINUTES	90-201-00-00-0011		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
					TOTAL AMOUNT PAID:		43,058.00

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT



# UNITED CITY OF YORKVILLE

## PAYROLL SUMMARY

### April 28, 2023

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
<b>MAYOR &amp; LIQ. COM.</b>	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
<b>ALDERMAN</b>	3,500.00	-	3,500.00	-	267.75	3,767.75
<b>ADMINISTRATION</b>	20,716.10	-	20,716.10	1,358.97	1,529.68	23,604.75
<b>FINANCE</b>	13,616.47	-	13,616.47	893.23	1,011.08	15,520.78
<b>POLICE</b>	144,613.93	1,641.99	146,255.92	519.13	10,864.14	157,639.19
<b>COMMUNITY DEV.</b>	32,027.23	-	32,027.23	2,100.98	2,377.26	36,505.47
<b>STREETS</b>	26,322.01	-	26,322.01	1,726.74	1,958.91	30,007.66
<b>BUILDING &amp; GROUNDS</b>	2,828.71	196.48	3,025.19	198.45	231.43	3,455.07
<b>WATER</b>	22,830.23	1,625.11	24,455.34	1,604.27	1,788.93	27,848.54
<b>SEWER</b>	8,995.34	193.61	9,188.95	602.78	675.24	10,466.97
<b>PARKS</b>	35,960.29	37.79	35,998.08	2,273.36	2,682.03	40,953.47
<b>RECREATION</b>	31,527.42	-	31,527.42	1,871.31	2,358.07	35,756.80
<b>LIBRARY</b>	18,595.19	-	18,595.19	844.01	1,373.12	20,812.32
<b>TOTALS</b>	\$ 362,441.26	\$ 3,694.98	\$ 366,136.24	\$ 13,993.23	\$ 27,187.13	\$ 407,316.60

**TOTAL PAYROLL                    \$ 407,316.60**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, May 9, 2023

#### ACCOUNTS PAYABLE

#### DATE

##### FY 23

City MasterCard Bill Register - FY 23 *(Pages 1 - 14)*

04/25/2023 \$ 218,549.96

City Check Register - FY 23 *(Pages 15 - 40)*

05/09/2023 388,757.77

City Check Manual Register - FY 23 *(Page 41)*

05/09/2023 97,593.15

**SUB-TOTAL:** \$ 704,900.88

##### FY 24

City Check Register - FY 24 *(Pages 42 - 45)*

05/10/2022 \$ 43,058.00

**SUB-TOTAL:** \$43,058.00

#### ACH/WIRE PAYMENTS

Blue Cross/ Blue Shield Insurance

04/28/2023 148,405.87

**TOTAL PAYMENTS:** \$148,405.87

#### PAYROLL

Bi - Weekly *(Page 46)*

04/28/2023 \$ 407,316.60

**SUB-TOTAL:** \$ 407,316.60

**TOTAL DISBURSEMENTS:** \$ 1,303,681.35



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2023-22

### Agenda Item Summary Memo

**Title:** Motorcycle Awareness Proclamation

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Mayor John Purcell

Name

Department

#### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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

### *Motorcycle Awareness Month Proclamation*

**WHEREAS**, safety is the highest priority for the highways and streets of our City and State; and

**WHEREAS**, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

**WHEREAS**, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

**WHEREAS**, it is especially meaningful that the citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

**WHEREAS**, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past seven years; and

**WHEREAS**, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

**WHEREAS**, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

**WHEREAS**, during the month of May, all roadway users should unite in the safe sharing of the roadways within the United City of Yorkville and throughout the State of Illinois.

**NOW, THEREFORE**, I, John Purcell, Mayor of the United City of Yorkville, in the great state of Illinois, in recognition of 36 years of A.B.A.T.E. of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the Month of May 2023 as Motorcycle Awareness Month in the United City of Yorkville, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

Dated this 9<sup>th</sup> day of May, 2023, A.D.

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John Purcell, Mayor



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2023-23

### Agenda Item Summary Memo

**Title:** City – School – Preschool Use IGA & Pre-Closing Possession IGA

**Meeting and Date:** City Council – May 9, 2023

**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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: May 4, 2023  
Subject: City-School Preschool Use Intergovernmental Agreement

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## **Summary**

Approval of an updated intergovernmental agreement between the City and the School District for use of the School District's facilities for the City preschool program.

## **Background**

This item was last discussed by the City in January 2022, when the City Council approved an intergovernmental agreement (IGA) with the school district for use of a portion of the School District's sports auxiliary building for the City's preschool. While the City Council approved the IGA at that time and the building was renovated and used for the preschool in August 2022, the School District never approved the IGA. With the purchase agreement for 800 Game Farm Road having been approved by both boards in the past few weeks and with closing set to occur in the near future and contingent upon approval of a preschool IGA, both boards have worked to finalize the preschool IGA. That updated intergovernmental agreement is attached in track changes and clean copy formatting for the Council's consideration.

In general, the biggest change to the agreement since January 2022 is that the agreement has been defined as a 10-year agreement with a 5-year option for the City. When first contemplated, the discussion had involved only a 5-year agreement. This timeframe had been acceptable to the City at the time because we did not have a long-term use for the old City Hall building – and theoretically, the City could move its preschool to the Game Farm building at the end of the 5-year preschool IGA term. With the Game Farm building now set to be sold to the School District, the City needed longer term certainty for the preschool operations.

Other minor changes to the agreement since January 2022 include:

- 1) Paragraph 2 – Premises
  - a. Clarifying that the existing preschool space could be substituted with a future, equivalent space at mutual agreement between the city and school.
- 2) Paragraph 3 – Renovations
  - a. Clarifying that the renovations have already been completed.
- 3) Paragraph 5 – Program Schedule
  - a. Various changes reinforcing that the program schedule is subject to change by both parties as different programming needs arise.

## **Recommendation**



Staff recommends approval of the intergovernmental agreement between the City and School District for use of the school's facilities for the City's preschool program.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR  
OPERATION OF A PRESCHOOL BY AND BETWEEN THE UNITED CITY OF  
YORKVILLE, KENDALL COUNTY, ILLINOIS AND YORKVILLE COMMUNITY  
SCHOOL DISTRICT 115**

**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

**WHEREAS**, the Yorkville Community School District 115 (the “School District”) is a school district of the State of Illinois with the powers as granted by Article VII, Section 8 of the 1970 Illinois Constitution and as provided by law; and

**WHEREAS**, the City and the School District each have the authority to enter into agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5) and pursuant to the statutory contracting power of each; and

**WHEREAS**, School District owns certain real property (the “Premises”) that is not needed for school purposes; and

**WHEREAS**, City operates a preschool program (the “Program”) and wishes to use the Premises for its Program upon completion of certain renovations by the School District; and

**WHEREAS**, School District has an Educator Pathways program for high school students who will be able to observe and assist in the Program; and

**WHEREAS**, the City has determined it is in its best interests to enter into an Intergovernmental Agreement with the School District, in the form attached hereto and made a part hereof as Exhibit “A,” in furtherance of the stated goals and desires set forth above.

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

**Section 1:** That all of the recitals set forth above are incorporated herein as if fully restated  
in this Section 1.

**Section 2:** That the *Intergovernmental License Agreement for Operation of a Preschool  
between Yorkville Community Unit School District No. 115 and the United City of Yorkville* (the  
“IGA”), in the form attached hereto and made a part hereof as Exhibit “A,” is hereby approved  
and the Mayor is authorized to execute and deliver said IGA.

**Section 3:** That this Resolution shall be in full force and effect from and after its passage  
and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**

**(insert agreement)**

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF KENDALL    )     SS

**CLERK'S CERTIFICATE**

I, Jori Behland, the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR  
OPERATION OF A PRESCHOOL BY AND BETWEEN THE UNITED CITY OF  
YORKVILLE, KENDALL COUNTY, ILLINOIS AND YORKVILLE COMMUNITY  
SCHOOL DISTRICT 115**

which Resolution was duly passed by said City Council at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

I do further certify that a quorum of said City Council was present at said meeting and that the Council complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Jori Behland, City Clerk  
United City of Yorkville

(Seal)

**INTERGOVERNMENTAL LICENSE AGREEMENT  
FOR OPERATION OF PRESCHOOL  
BETWEEN YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115 AND  
THE UNITED CITY OF YORKVILLE**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the date shown below by and between the Board of Education of Yorkville Community Unit School District No. 115, Kendall and Kane Counties, Illinois (“School District”) and the United City of Yorkville (“City”).

**W I T N E S S E T H:**

**WHEREAS**, School District is an Illinois public school district established and operated pursuant to the Illinois *School Code*, 105 ILCS 5/1-1 *et seq*; and

**WHEREAS**, City is an Illinois municipal corporation established and operated pursuant to the Illinois *Municipal Code*, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, School District and City are authorized to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq*; and

**WHEREAS**, School District has authority under the *School Code* (105 ILCS 5/10-20.41 and 5/10-22.10) to grant the use of its facilities when not needed for school purposes so long as it does not interfere with any school functions or the safety of students or school personnel or affect the property or liability of the School District; and

**WHEREAS**, School District owns certain real property depicted on Exhibit A (the “Premises” as defined below) that is not needed for school purposes; and

**WHEREAS**, City operates a preschool program (the “Program”) and wishes to use the Premises for its Program upon completion of certain renovations by the School District; and

**WHEREAS**, School District has an Educator Pathways program for high school students who will be able to observe and assist in the Program; and

**WHEREAS**, the parties mutually desire to enter into this Agreement defining their rights, duties and liabilities with respect to the Premises.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Intergovernmental Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, School District and City agree as follows:

**1. INCORPORATION OF PREAMBLES:** The preambles are hereby incorporated into and made a part of this Agreement.

**2. PREMISES:** School District hereby licenses to City and City hereby licenses from School District a portion of the sports building behind the Yorkville High School Academy at 702 Game Farm Rd in Yorkville to be depicted on Exhibit A attached hereto and incorporated herein (“Premises”) during the times set forth in this Agreement. In conjunction with such use of the Premises, City shall also be permitted to use, on a non-exclusive basis, the restroom facilities indicated on Exhibit A, and shall further have the right to use the parking lot for parking purposes, designated hallways and pathways for access to the Premises, and adjacent playgrounds and open space or at an equivalent space at a location mutually acceptable to the parties. Use of said parking areas, hallways, pathways, playgrounds and open space by City, its employees, agents, students, or other persons on School District's premises for City's business purposes shall be subject to reasonable regulation by the School District. The Premises shall have Wi-Fi and a copy machine available for the City's use. This Agreement shall not confer upon City the right to use any other areas or facilities other than those outlined in Exhibit A.

**3. RENOVATIONS:** School District has used its own forces to renovate the Premises to provide two classrooms for the use of the Program according to the renovation budget attached hereto and incorporated herein as Exhibit B. The School District managed the remodeling project and had exclusive responsibility for performing the project. The City shall provide its plumber on staff and other labor to contribute work to the project upon request of the School District. The City also shall reimburse the School District's costs in renovating the Premises up to \$75,000. The School District shall invoice the City for the costs of the work, and the City shall pay the invoices within the time period stated in the *Local Government Prompt Payment Act*. The renovations were completed and the City has been able to use the Premises since August 1 2022.

**4. PROGRAM:** City shall provide all necessary staffing, materials and management to effectively operate the Program. The Program fees are paid to the City by students/participants of the Program.

**5. PROGRAM SCHEDULE:** City will operate its Program from 8:30 a.m. until 3:30 p.m., Monday through Friday. In addition, the City may use the Premises throughout the year and, upon mutual agreement of the parties for additional programs of the City for time outside of the 8:30 am to 3:30 pm. The City's use of the Premises shall be a license limited to the program times and such additional times as agreed by the parties (collectively the “Stated Times”) and the City shall have an exclusive right to use the Premises during the Stated Times. Notwithstanding anything to the contrary in this Agreement, no individuals, other than City, its employees, agents, Participants, and invitees shall be permitted to access the Program areas during the Stated Times. However, City shall allow high school students in the Educator Pathways program to volunteer, observe and assist in the Program. These high school students will be selected by the School District.

**6. EMPLOYMENT RELATIONSHIP:** All employees, agents, and staff members of City involved in the operation of the Program are the employees of City for all purposes under the law. City is responsible for all compensation, employment and other taxes and filings pertaining to City's employees. Nothing in this Agreement, or otherwise, makes the School District the employer of City, its employees, agents or staff.



**7. MANAGEMENT AND SUPERVISION:** City shall be fully responsible for the implementation of its Program, and supervision and safety of its employees, agents, Program staff members, the Participants in the Program, or any invitees of the Program. City shall purchase all materials needed for the Program and be responsible for registration and marketing of the Program. City shall provide an on-site coordinator or director who shall have the responsibility for every aspect of the Program including, but not limited to, management, oversight and supervision. School District shall not in any way be responsible for City's Program or the supervision or safety of City's employees, agents, Program staff members, Participants in the Program, or invitees of the Program.

**8. TERM:** This Agreement shall commence upon its effective date and terminate June 30, 2033. Thereafter, the City shall have the right of renewal for an additional term through June 30, 2038, upon written notification to the School District by January 1, 2033, of its intention to renew this Agreement. The School District shall have the right to remove City, under emergency situations, as determined by School District, with as much notice as is practicable.

**9. UTILITIES:** It is agreed that all utilities including electricity, gas, water, sewer and scavenger services are the responsibility of the School District except as otherwise provided in Paragraph 10.

**10. NO WASTE OR MISUSE:** City, its employees, agents, staff members, Participants, or invitees shall not allow any waste of water or misuse or neglect of water and lighting fixtures on the Premises. City will pay for all damages to the Premises caused by such waste or misuse, as determined by the School District based on the reports of usage generated by the utility company. City shall not operate the Program in any way that interferes with the School District's use of the Yorkville High School Academy.

**11. JANITORIAL SERVICES:** City shall be responsible for providing janitorial supplies and shall be responsible for the cleaning of the Premises for the period of City's occupancy. City shall return the Premises to their original condition at the end of the term of the Agreement. City agrees to pay the charges for extra School District custodial time if needed to clean the Premises as a result of City's misuse, as determined by the School District.

**12. NO SMOKING:** City, its employees, agents, staff members, Participants, and invitees shall abide by the no smoking policy and refrain from smoking on the Premises and all School District property.

**13. LICENSES:** City represents that it has all the necessary and appropriate licenses to operate the Program, shall provide proof of same to School District and shall operate at all times under all valid licenses and permits. City shall bear all costs and fees associated with the defense of an administrative or circuit court action brought by DCFS for failure to secure appropriate licensure. City shall ensure that all its employees, agents or staff assigned to the Program undergo a criminal background investigation and are in compliance with the physical examination requirements of 105 ILCS 5/24-5. City shall neither employ nor contract with any individual who has been convicted of a crime in violation of 105 ILCS 5/10-21.9.

**14. INSURANCE:** City assumes full responsibility for providing at its expense any insurance to protect its property on the Premises. City shall be responsible for any defects on the Premises, or any loss or damages to the person or property of City or any of its agents, employees, staff members, participants, or invitees in or about the Premises, including in or about the building or other of School District's property used to access the Premises, which is caused by, or alleged to be caused by the negligent act or omission of City or any of its employees, participants, agents, staff members, or invitees. School District further shall not be responsible for damages caused by any acts of City, its employees, agents, staff members, participants, or invitees. Notwithstanding the foregoing, or any other provision in this Agreement, nothing in this Agreement shall be construed as a waiver by the School District of its right to assert immunities under state or federal common law or statutes. City shall maintain in full force and effect Commercial General Liability Insurance covering the operation of the Program, with at least Two Million Dollars (\$2,000,000) per occurrence coverage, a general aggregate limit of no less than Two Million Dollars (\$2,000,000), and Five Million Dollars (\$5,000,000) umbrella coverage. **City's insurance shall include molestation and sexual abuse coverage.** City agrees to obtain and maintain in full force and effect Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage, on all vehicles owned by City or operated by City for purposes of the Program. In the event City does not own or operate any vehicles for the Program but contracts with various vendors to provide transportation services for the Program, City shall require all such vendors to obtain and maintain in full force and effect Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage. City also agrees to obtain and maintain in full force and effect statutory Worker's Compensation Insurance. The umbrella or excess insurance required under the Agreement shall follow the form of the underlying insurance. Further, City shall name the School District, its agents, Board of Education members, administrative staff, employees, volunteer personnel and student teachers as additional insureds on all insurance required under the Agreement, with the sole exception of worker's compensation insurance. All policies must be on an occurrence basis not claims made basis. Prior to the commencement of the term of this Agreement or any extensions thereof, and upon request, City shall provide School District with Certificates of Insurance evidencing proof of all insurance required, in a form satisfactory to School District, including but not limited to a copy of the policy endorsement. All Certificates of Insurance shall state that such policies shall provide School District a 30-day notice prior to cancellation, modification, material change or non-renewal in the policies. The liability and umbrella policies shall specifically cover City's indemnification obligation pursuant to Paragraph 17 of this Agreement. Further, to the fullest extent possible without invalidating any of City's insurance, City, on behalf of itself and its insurers, waives any and all rights of subrogation they may have against any additional insured. All insurance of City shall be primary and non-contributory; to the extent any additional insured has insurance coverage, such insurance shall be on an excess basis.

**16. COMPLIANCE WITH LAWS AND POLICIES:** City shall comply, and ensure compliance of the Program and its employees, agents, staff members, participants, and invitees with all applicable laws, including, but not limited to: local, state and federal tax laws; state and federal non-discrimination laws applicable to employees, agents, staff members, participants, and invitees; workers' compensation laws; state and federal wage and hour laws and licensure and certification requirements (including but not limited to DCFS licensure or certification

requirements). The rights and duties of City and School District shall be controlled by all applicable State and Federal Laws. Additionally, City agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act as well as Section 750.10 and Appendix A of the regulations of the Illinois Department of Human Rights, 44 Ill. Admin. Code 750.10 and 44 Ill. Admin. Code 750. Appendix A and all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder to the extent applicable to City. Furthermore, City agrees that it is responsible for ensuring that all programs and activities are accessible in accordance with the requirements of the Americans with Disabilities Act and other nondiscrimination laws. In the event City is required to make changes to the Premises to ensure that they are accessible in accordance with the requirements of the law, City shall first obtain the written consent of the School District before it proceeds with the changes. If the School District refuses to consent to the changes, either party may terminate this Agreement. City also agrees to comply with laws restricting or prohibiting the presence of certain individuals or activities on school property, including, but not limited to, the prohibition on the presence of sex offenders on School District property as set forth in State law and School District Policy. City further agrees to implement the Program in accordance with Board of Education policies governing conduct and activities on school property. Additionally, City agrees to sign and comply with any applicable building use forms or addenda as may be required by the School District, including but not limited to any required procedures or plans for mitigating against COVID-19.

**17. INDEMNIFICATION FROM SUIT:** City agrees to indemnify, protect, release and hold harmless, and, at the option of the School District, defend, the School District, its agents, Board of Education members, administrative staff, employees, volunteer personnel and student teachers from any and all liability, claims, demands, actions and causes of action, costs and expenses (including reasonable attorneys' fees) which the School District may become obligated by reason of any accident or injury (including death) caused by City's negligence or intentional acts in connection with or under this Agreement. City shall not be responsible to indemnify, protect, release, hold harmless or defend the School District its agents, Board of Education members, administrative staff, employees, volunteer personnel and student teachers for any such liability, claims, demands, actions and causes of action, costs or expenses (including reasonable attorneys' fees) if caused solely by the negligence or intentional acts of the School District its agents, Board of Education members, administrative staff, employees, volunteer personnel and student teachers.

**18. TERMINATION:** School District may, at any time prior to expiration of the term of this Agreement, or any renewal period thereof, upon City's default or breach of any of the covenants herein contained to be kept by City, with sixty (60) calendar days notice, declare the Agreement terminated, provided this Agreement shall not be terminated if City cures the default or breach within the sixty (60) day notice period. Notwithstanding any provision to the contrary contained herein, if any of the Premises, common facilities or access to either is deemed by any governmental agency not to be in compliance with the Americans with Disabilities Act or any other similar laws, such that the noncompliance affects City's ability to operate its Program, City may at any time prior to the expiration of the term of this Agreement, or any renewal period thereof, terminate this Agreement with thirty (30) days notice to School District. City shall upon termination of the Agreement return the licensed Premises, and all keys thereto, and any school equipment provided

by School District, to School District in the same condition as received by City at the commencement of the term of this Agreement, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the waste or misuse of the Premises by City, its agents, employees, participants or invitees, shall be made promptly by City, at its own expense and in a manner to prevent liens from attaching to the Premises or School District's funds, as a result thereof. At the termination of the Agreement, by lapse of time or otherwise City agrees to yield up immediate and peaceable possession to School District.

**19. RIGHT OF REMOVAL:** School District shall have the right to temporarily remove City, under emergency situations as determined by School District, with as much notice as is practicable.

**20. ASSIGNMENT SUBLETTING:** City shall neither sublet the Premises or any part thereof nor assign this Agreement by any act or default nor transfer any of City's interest by operation of law, nor offer the Premises or any part thereof for sublicense, nor permit the use thereof for sublicense, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of School District.

**21. SURRENDER OF PREMISES:** City shall quit and surrender the Premises and the school equipment provided by School District at the end of the term of this Agreement or any renewal period hereafter in the same condition as received by City at the commencement of the term of this Agreement, ordinary and reasonable wear and tear and acts of God excepted, with all keys thereto. City shall not make any alterations in the Premises except movable furniture, fixtures, shelves and bulletin boards put in at the expense of City. Permanent fixtures/equipment shall be the property of School District, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

**22. RESTORATION OF DAMAGE:** During the term of this Agreement, or any renewal thereof, City shall repair and restore any damage, except as a result of normal wear and tear, caused by City, its agents, employees, staff members, participants, or invitees to the Premises, including but not limited to walls, glass, frames, and hardware in the several doors and windows in the Premises, fixtures, plumbing and flooring which replacement or restoration shall be of a like kind and quality. Any repairs or replacements made necessary by the waste or misuse of the Premises by City, its agents, employees, staff members, participants, or invitees, shall be made promptly by City, at its own expense and in a manner to prevent liens from attaching to the Premises or School District's funds as a result thereof. In the alternative, and at the discretion of the School District, City will reimburse School District for all property damage to the Premises caused by City, its employees, agents, staff members, participants, or invitees. School District, at its own cost and expense, shall keep the heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required therefore. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the Premises, shall be made by the School District, subject to indemnification under Paragraph 17 by City as required by this Agreement.

**23. SCHOOL DISTRICT NOT LIABLE:** The School District shall not be liable for any loss of property or defects in the Premises, or any accidental damages to the person or property of City in or about the Premises, including the building used to access the Premises, where such loss

or injury results from water, rain or snow leaking into, issuing or flowing from any part of the Premises or the building used to access the Premises, or from the pipes or plumbing of the same except when such damage results from School District's negligence. City hereby covenants and agrees to make no claim for any such loss or damage at any time. School District shall not be liable for any loss or damage to any personal property of City or any of its employees, invitees or contractors.

**24. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, apply and inure to the benefit of School District and City and their respective heirs, legal representatives, successors and assigns.

**25. AMENDMENTS:** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.

**26. COMPLETE UNDERSTANDING:** This Agreement sets forth all the terms and conditions, and agreements and understandings between School District and City relative to the subject matter hereof, and there are not agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

**27. GOVERNING LAW:** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**28. WAIVER:** No waiver of any default of City hereunder shall be implied from an omission of School District to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

**IN WITNESS WHEREOF,** the parties have executed this Intergovernmental Agreement by their authorized representatives as of the last date of signature shown below.

**[SIGNATURE PAGE TO FOLLOW]**

**SCHOOL DISTRICT:  
BOARD OF EDUCATION  
YORKVILLE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 115  
KENDALL AND KANE COUNTIES, ILLINOIS**

**CITY:  
UNITED CITY OF YORKVILLE**

UPDATED 4/20/23

**By:** \_\_\_\_\_  
**Its President**

**ATTEST:**

**By:** \_\_\_\_\_  
**Its Secretary**

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Its** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its** \_\_\_\_\_

**DATED:** \_\_\_\_\_

1169749\_1

UPDATED 4/20/23

**EXHIBIT A – INSERT DEPICTION/DESCRIPTION OF PREMISES**

UPDATED 4/20/23

**EXHIBIT B – INSERT SPORTS BUILDING RENOVATION BUDGET**



UPDATED 4/20/23

**INTERGOVERNMENTAL LICENSE AGREEMENT  
FOR OPERATION OF PRESCHOOL  
BETWEEN YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115 AND  
THE UNITED CITY OF YORKVILLE**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the date shown below by and between the Board of Education of Yorkville Community Unit School District No. 115, Kendall and Kane Counties, Illinois (“School District”) and the United City of Yorkville (“City”).

**W I T N E S S E T H:**

**WHEREAS**, School District is an Illinois public school district established and operated pursuant to the Illinois *School Code*, 105 ILCS 5/1-1 *et seq*; and

**WHEREAS**, City is an Illinois municipal corporation established and operated pursuant to the Illinois *Municipal Code*, 65 ILCS 5/1-1-1 *et seq*.; and

**WHEREAS**, School District and City are authorized to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq*; and

**WHEREAS**, School District has authority under the *School Code* (105 ILCS 5/10-20.41 and 5/10-22.10) to grant the use of its facilities when not needed for school purposes so long as it does not interfere with any school functions or the safety of students or school personnel or affect the property or liability of the School District; and

**WHEREAS**, School District owns certain real property depicted on Exhibit A (the “Premises” as defined below) that is not needed for school purposes; and

**WHEREAS**, City operates a preschool program (the “Program”) and wishes to use the Premises for its Program upon completion of certain renovations by the School District; and

**WHEREAS**, School District has an Educator Pathways program for high school students who will be able to observe and assist in the Program; and

**WHEREAS**, the parties mutually desire to enter into this Agreement defining their rights, duties and liabilities with respect to the Premises.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Intergovernmental Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, School District and City agree as follows:

**1. INCORPORATION OF PREAMBLES:** The preambles are hereby incorporated into and made a part of this Agreement.

2. **PREMISES:** School District hereby licenses to City and City hereby licenses from School District a portion of the sports building behind the Yorkville High School Academy at 702 Game Farm Rd in Yorkville to be depicted on Exhibit A attached hereto and incorporated herein ("Premises") during the times set forth in this Agreement. In conjunction with such use of the Premises, City shall also be permitted to use, on a non-exclusive basis, the restroom facilities indicated on Exhibit A, and shall further have the right to use the parking lot for parking purposes, designated hallways and pathways for access to the Premises, and adjacent playgrounds and open space or at an equivalent space at a location mutually acceptable to the parties. Use of said parking areas, hallways, pathways, playgrounds and open space by City, its employees, agents, students, or other persons on School District's premises for City's business purposes shall be subject to reasonable regulation by the School District. The Premises shall have Wi-Fi and a copy machine available for the City's use. This Agreement shall not confer upon City the right to use any other areas or facilities other than those outlined in Exhibit A.

**Commented [B01]:** We need an exhibit A from the school district of the building, parking, and playground.

3. **RENOVATIONS:** School District has used ~~will use~~ its own forces to renovate the Premises to provide two classrooms for the use of the Program according to the renovation budget attached hereto and incorporated herein as Exhibit B. The School District ~~shall~~ managed the remodeling project and ~~had~~ adve exclusive responsibility for performing the project. The City shall provide its plumber on staff and other labor to contribute work to the project upon request of the School District. The City also shall reimburse the School District's costs in renovating the Premises up to \$75,000. The School District shall invoice the City for the costs of the work, and the City shall pay the invoices within the time period stated in the *Local Government Prompt Payment Act*. The renovations were completed and the City has been able to use the Premises since August 1 2022.

4. **PROGRAM:** ~~City agrees to provide the Program at the Premises beginning September August 1, 2023~~ City shall provide all necessary staffing, materials and management to effectively operate the Program. The Program fees are paid to the City by students/participants of the Program.

5. **PROGRAM SCHEDULE:** City will operate its Program ~~on school days that School District's students are physically in attendance~~ from 8:30 a.m. until 3:30 p.m., Monday through Friday. In addition, the City may use the Premises throughout the year and, upon mutual agreement of the parties for additional programs of the City for time out-side of the 8:30 am to 3:30 p.m. The City's use of the Premises shall be a license limited to the program times and such additional times as agreed by the parties (collectively the "Stated Times") stated herein and the City shall have an exclusive right to use the Premises during the Stated Times. Notwithstanding anything to the contrary in this Agreement, no individuals, other than City, its employees, agents, Participants, and invitees shall be permitted to access the Program areas during the Stated Times. However, City shall allow up to eight (8) ~~of the School District's~~ high school students in the Educator Pathways program to volunteer, observe and assist in the Program. These high school students will be selected by the School District.

**Commented [2]:** Need number.

**Commented [B03R2]:** We've proposed 8.

6. **EMPLOYMENT RELATIONSHIP:** All employees, agents, and staff members of City involved in the operation of the Program are the employees of City for all purposes under the law. City is responsible for all compensation, employment and other taxes and filings pertaining to

UPDATED 4/20/23

City's employees. Nothing in this Agreement, or otherwise, makes the School District the employer of City, its employees, agents or staff.

**7. MANAGEMENT AND SUPERVISION:** City shall be fully responsible for the implementation of its Program, and supervision and safety of its employees, agents, Program staff members, the Participants in the Program, or any invitees of the Program. City shall purchase all materials needed for the Program and be responsible for registration and marketing of the Program. City shall provide an on-site coordinator or director who shall have the responsibility for every aspect of the Program including, but not limited to, management, oversight and supervision. School District shall not in any way be responsible for City's Program or the supervision or safety of City's employees, agents, Program staff members, Participants in the Program, or invitees of the Program.

**8. TERM:** This Agreement shall commence upon its effective date and terminate June 30, 2033~~27~~. Thereafter, the City shall have the right of renewal for an additional term through June 30, 2038~~43~~, upon written notification to the parties may mutually agree in writing to renew this Agreement for successive one (1) year terms. City shall notify School District by January 1, 2023~~37~~, of its intention to renew ~~request the renewal of this Agreement. School District shall notify City by March 1, 2027, in the event School District intends to reject the renewal request. The~~ School District ~~also~~ shall have the right to remove City, under emergency situations, as determined by School District, with as much notice as is practicable.

**9. UTILITIES:** It is agreed that all utilities including electricity, gas, water, sewer and scavenger services are the responsibility of the School District except as otherwise provided in Paragraph 10.

Commented IKO41:

**10. NO WASTE OR MISUSE:** City, its employees, agents, staff members, Participants, or invitees shall not allow any waste of water or misuse or neglect of water and lighting fixtures on the Premises. City will pay for all damages to the Premises caused by such waste or misuse, as determined by the School District based on the reports of usage generated by the utility company. City shall not operate the Program in any way that interferes with the School District's use of the Yorkville High School Academy.

**11. JANITORIAL SERVICES:** City shall be responsible for providing janitorial supplies and shall be responsible for the cleaning of the Premises for the period of City's occupancy. City shall return the Premises to their original condition at the end of the term of the Agreement. City agrees to pay the charges for extra School District custodial time if needed to clean the Premises as a result of City's misuse, as determined by the School District.

**12. NO SMOKING:** City, its employees, agents, staff members, Participants, and invitees shall abide by the no smoking policy and refrain from smoking on the Premises and all School District property.

**13. LICENSES:** City represents that it has all the necessary and appropriate licenses to operate the Program, shall provide proof of same to School District and shall operate at all times under all valid licenses and permits. City shall bear all costs and fees associated with the defense

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of an administrative or circuit court action brought by DCFS for failure to secure appropriate licensure. City shall ensure that all its employees, agents or staff assigned to the Program undergo a criminal background investigation and are in compliance with the physical examination requirements of 105 ILCS 5/24-5. City shall neither employ nor contract with any individual who has been convicted of a crime in violation of 105 ILCS 5/10-21.9.

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herein, if any of the Premises, common facilities or access to either is deemed by any governmental agency not to be in compliance with the Americans with Disabilities Act or any other similar laws, such that the noncompliance affects City's ability to operate its Program, City may at any time prior to the expiration of the term of this Agreement, or any renewal period thereof, terminate this Agreement with thirty (30) days notice to School District. City shall upon termination of the Agreement return the licensed Premises, and all keys thereto, and any school equipment provided by School District, to School District in the same condition as received by City at the commencement of the term of this Agreement, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the waste or misuse of the Premises by City, its agents, employees, participants or invitees, shall be made promptly by City, at its own expense and in a manner to prevent liens from attaching to the Premises or School District's funds, as a result thereof. At the termination of the Agreement, by lapse of time or otherwise City agrees to yield up immediate and peaceable possession to School District.

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**21. SURRENDER OF PREMISES:** City shall quit and surrender the Premises and the school equipment provided by School District at the end of the term of this Agreement or any renewal period hereafter in the same condition as received by City at the commencement of the term of this Agreement, ordinary and reasonable wear and tear and acts of God excepted, with all keys thereto. City shall not make any alterations in the Premises except movable furniture, fixtures, shelves and bulletin boards put in at the expense of City. Permanent fixtures/equipment shall be the property of School District, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

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exterior walls and structural portions of the Premises, shall be made by the School District, subject to indemnification under Paragraph 17 by City as required by this Agreement.

**23. SCHOOL DISTRICT NOT LIABLE:** The School District shall not be liable for any loss of property or defects in the Premises, or any accidental damages to the person or property of City in or about the Premises, including the building used to access the Premises, where such loss or injury results from water, rain or snow leaking into, issuing or flowing from any part of the Premises or the building used to access the Premises, or from the pipes or plumbing of the same except when such damage results from School District's negligence. City hereby covenants and agrees to make no claim for any such loss or damage at any time. School District shall not be liable for any loss or damage to any personal property of City or any of its employees, invitees or contractors.

**24. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, apply and inure to the benefit of School District and City and their respective heirs, legal representatives, successors and assigns.

**25. AMENDMENTS:** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.

**26. COMPLETE UNDERSTANDING:** This Agreement sets forth all the terms and conditions, and agreements and understandings between School District and City relative to the subject matter hereof, and there are not agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

**27. GOVERNING LAW:** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**28. WAIVER:** No waiver of any default of City hereunder shall be implied from an omission of School District to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

**IN WITNESS WHEREOF,** the parties have executed this Intergovernmental Agreement by their authorized representatives as of the last date of signature shown below.

[SIGNATURE PAGE TO FOLLOW]

**SCHOOL DISTRICT:  
BOARD OF EDUCATION**

**CITY:  
UNITED CITY OF YORKVILLE**

UPDATED 4/20/23

**YORKVILLE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 115  
KENDALL AND KANE COUNTIES, ILLINOIS**

**By:** \_\_\_\_\_  
**Its President**

**ATTEST:**

**By:** \_\_\_\_\_  
**Its Secretary**

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Its** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its** \_\_\_\_\_

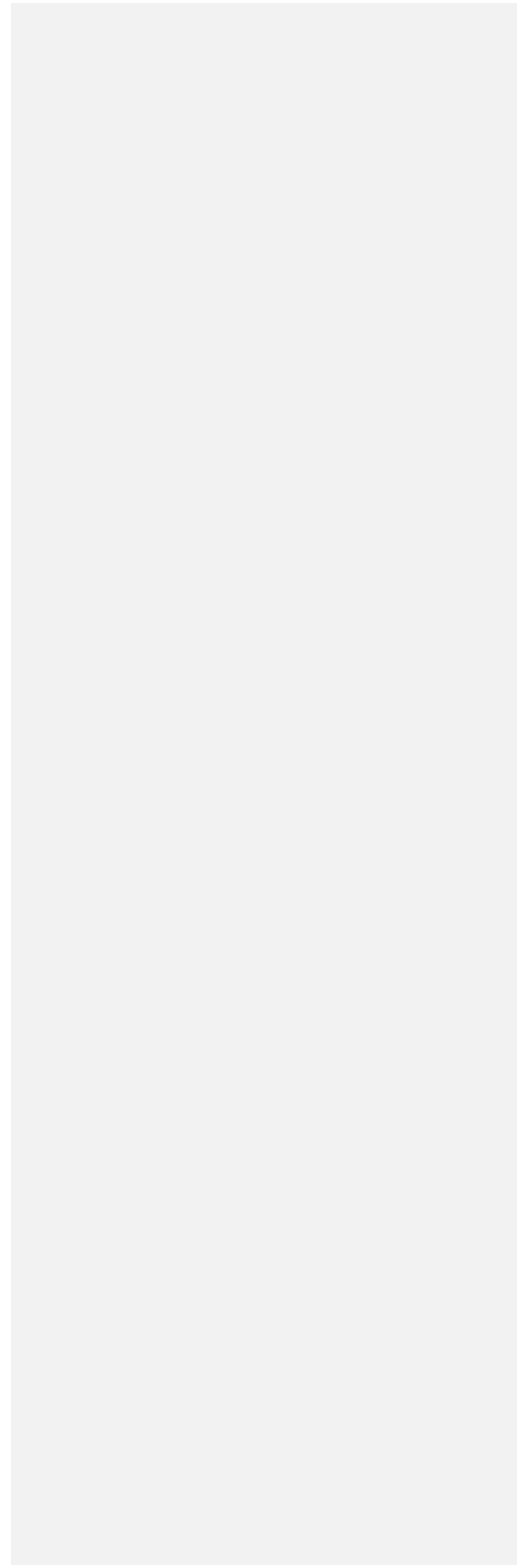
**DATED:** \_\_\_\_\_

1169749\_1



UPDATED 4/20/23

**EXHIBIT A – INSERT DEPICTION/DESCRIPTION OF PREMISES**



UPDATED 4/20/23

**EXHIBIT B – INSERT SPORTS BUILDING RENOVATION BUDGET**



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2022-04

**Agenda Item Summary Memo**

**Title:** City/School District Preschool Agreement

**Meeting and Date:** City Council – January 25, 2022

**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: January 20, 2022  
Subject: City-School Preschool Agreement

---

## **Summary**

Review of an agreement for use of a portion of the School District's sports auxiliary building for the City's preschool.

## **Background**

The City and the School District have been discussing use of a portion of the School District's sports auxiliary building (the southern half of the ticketing building near Campbell Field) for the past few months. This discussion has generally revolved around the City paying for the cost to renovate the space in exchange for a multi-year commitment for use of the building. As a side issue, the School District is very interested in participating in some components of the operation of the preschool as they have various staff members and students that may be interested in early childhood education career paths. The Park Board has reviewed the high-level concepts of this agreement (presented verbally) at their prior meetings and have recommended that the City Council entertain approval of the concept.

The attached draft memorandum of understanding (MOU) represents the current staff level negotiations of the proposal. Tim Evans has also drafted a more comprehensive memo on the entire preschool operations and MOU, and will be available at the City Council meeting to answer questions. The School Board has previously discussed the high level concepts of this agreement but has not reviewed this MOU. The Superintendent has reviewed the MOU and generally is ok with the document, but has sent it to the School District's attorney for review. The School District is expected to review this document at their February Board meeting, where they will also be considering signing off on the renovation work on the building (they have already done due diligence with their contractors). In order to meet the Fall preschool calendar timelines, the School District has asked the City to provide sign off on the financial commitment by early February so demolition and renovation can begin immediately.

## **Recommendation**

Staff does recommend approval of the attached MOU. The preschool renovation costs are budgeted, and we think this is an excellent opportunity to foster long term intergovernmental partnership. If the School District has changes to the agreement at their meeting (i.e. after the City Council has voted on the MOU), we would bring back the agreement at a later City Council meeting for City Council ratification.

# Memorandum



To: Yorkville City Council  
From: Tim Evans, Director of Parks and Recreation  
CC: Bart Olson, City Administrator  
Date: January 20, 2022  
Subject: City/School District 115 Preschool Partnership

---

## **Subject:**

Proposed City/School District 115 Partnership

## **Background:**

In 2020, the City decided to purchase the building at 651 Prairie Pointe Drive as a future City Hall and Police Station. The new building also includes office space for Recreation staff to move from their current location on Hydraulic Ave. As part of the City-owned facilities review process, the City has been investigating all City-owned properties for opportunities to reduce the number of owned facilities while exploring ways to use all available space effectively.

Initially, the City and Library discussed the possibility of the City's Preschool Program moving their operations into underutilized space at the Library, due to the new City Hall location being unable to provide appropriate space for such a program. After the Library decided not to pursue the preschool partnership, the City reached out to Yorkville Community Unit School District 115 to see if there was a possibility for a preschool partnership between the City and School District 115.

Over the last few months, City and School District staff have been meeting to discuss a possible partnership between the two entities and how this partnership could benefit both organizations and the residents of Yorkville. By incorporating the City's preschool program into the Yorkville High School's existing Educator Pathways program, it will provide the Family and Consumer Science students a unique opportunity to observe and assist in a real classroom setting.

A copy of a proposed Memo of Understanding is attached, but succinctly, School District 115 will provide space for the preschool program by renovating a portion of the sports building located behind the Yorkville High School Academy while the City will fund those renovations. City staff will still be responsible for the day-to-day operations of the preschool program and School District 115 will maintain the facility. An image of the proposed location and a budget are also attached.

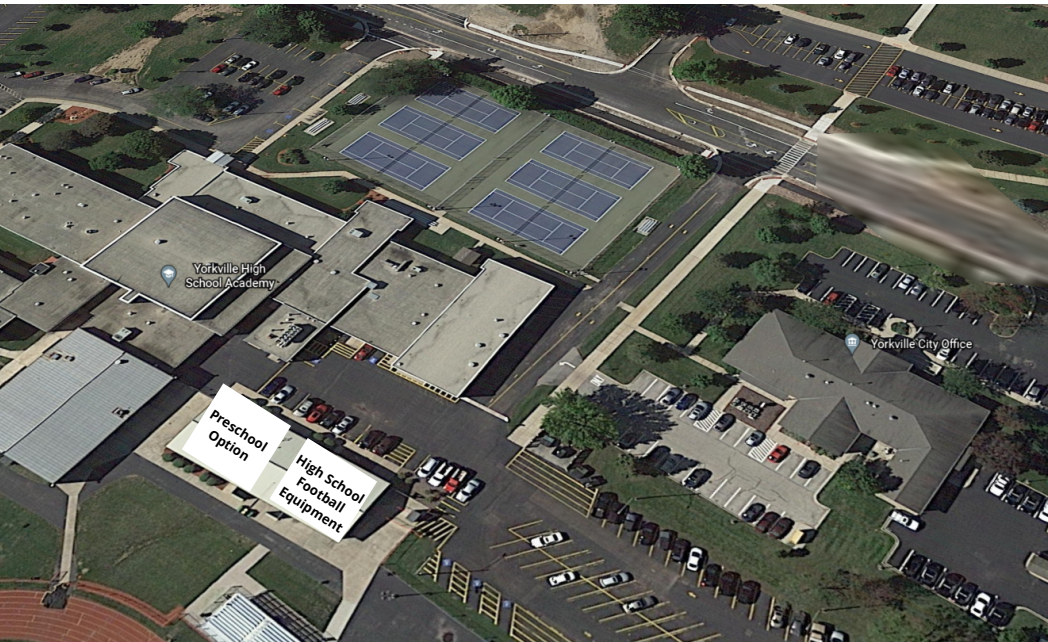
While both organizations expect additional opportunities and benefits from this partnership to develop, some initial benefits of the preschool partnership include the following:

- a) By establishing the preschool lab classroom within a District 115 school, the Yorkville High School Educator Pathways Program will be enhanced as a result of the partnership between Yorkville Community Unit School District 115 and the City's Parks & Recreation Department.
- b) Proximity of the proposed preschool classroom to the High School will allow the high school students to conveniently and safely access the preschool program.
- c) Preschool students will be able to easily access and utilize the Yorkville Grade School playground.
- d) A central location is created for preschool families.

e) An education campus will be created with the City's preschool program, District 115 schools, Library and Beecher Park all located within the area.

**Recommendation**

Staff seeks City Council approval on the proposed City/School District 115 Preschool Partnership.





**Sports Building Renovation Budget**  
**City of Yorkville PreSchool Program**

ITEM	COST	QTY	TOTAL COST
<b><i>Bathroom Install Estimates</i></b>			
Kohler Toilet	\$249.00	1	\$249.00
Wall Mounted Sink	\$100.00	1	\$100.00
Faucet	\$110.00	1	\$110.00
Handicap Bars	\$40.00	3	\$120.00
Mirror	\$200.00	1	\$200.00
Paper Towel Dispenser, soap dispenser, TP holder and wall mounted trash can	\$287.00	1	\$287.00
Materials/Plumbing for Septic Tank	\$10,000.00	1	\$10,000.00
<b><i>Total</i></b>			<b><i>\$11,066.00</i></b>
<b><i>Wall Construction/Flooring Estimates</i></b>			
Doors/Frames	912.00	8	\$7,296.00
Door Hardware	\$25.00	8	\$200.00
Electrical wiring, outlets etc.	\$1,000.00	1	\$1,000.00
2X4, molding, drywall, screws, nails etc.	\$600.00	1	\$600.00
Two way mirrors	\$1,000.00	2	\$2,000.00
Paint	\$1,500.00	1	\$1,500.00
Flooring (material and install)	\$24,000.00	1	\$24,000.00
<b><i>Total</i></b>			<b><i>\$36,596.00</i></b>
<b><i>Technology</i></b>			
2 Key Fobs	\$750.00	2	\$1,500.00
TV/wiring	\$500.00	1	\$500.00
Entrance Camera/wiring/wireless access	\$4,000.00	1	\$4,000.00
Phones	\$150.00	2	\$300.00
Projectors/projector screens/wiring	\$1,500.00	2	\$3,000.00
<b><i>Total</i></b>			<b><i>\$9,300.00</i></b>



<b>Miscellaneous</b>			
Thermostats installed in each classroom	\$100.00	2	\$200.00
Dumpster Rental	\$1,500.00	2	\$3,000.00
Concrete (repair for septic)	\$600.00	1	\$600.00
Landscaping (repair after tear apart for septic)	\$2,000.00	1	\$2,000.00
Smoke Detectors	\$50.00	7	\$350.00
Exit Signs	\$25.00	5	\$125.00
Portable sink in classroom	\$1,500.00	2	\$3,000.00
<b>Total</b>			<b>\$9,275.00</b>
<b>Estimated Total Cost for Project</b>			<b>\$66,237.00</b>

Items still in question if needed:

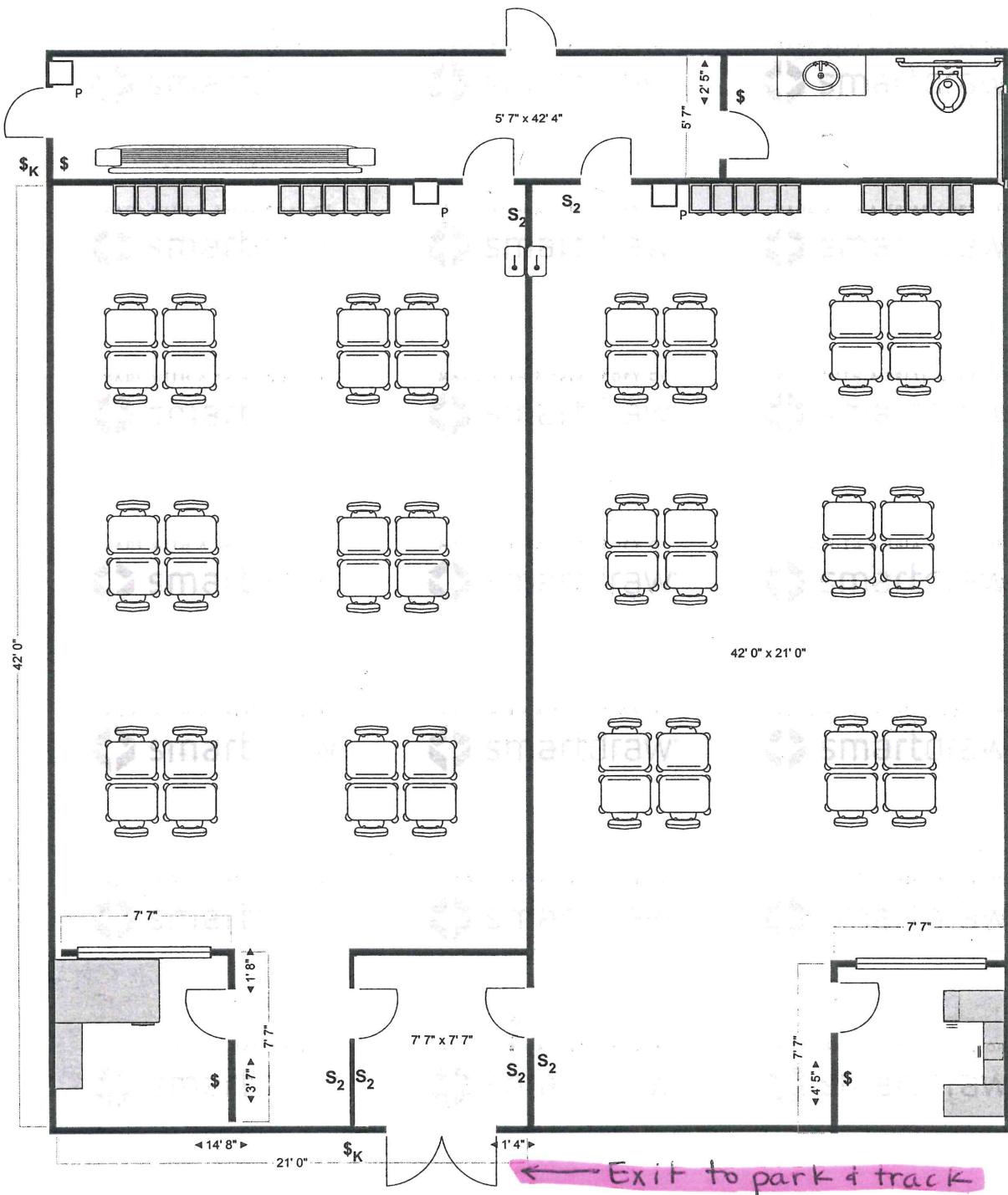
Copiers, laptops, classroom furniture, office furniture, signage and an ADA ramp.

Other questions that we need to go over:

Insurance, the school district needs to be added to the Park District's policy as additionally insured.

Intergovernmental agreement needs to be written up

Main Entrance →



← Exit to park & track

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
AND YORKVILLE COMMUNITY SCHOOL DISTRICT 115**

**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**, Yorkville Community School District 115 (the “*School District*”) is a school district of the State of Illinois with the powers as granted by Article VII, Section 8 of the 1970 Illinois Constitution and as provided by law; and,

**WHEREAS**, the City and the School District have reviewed the mutual benefits which will result from the sharing of School District facilities with the City’s Park and Recreation Department (the “*P&R Dept.*”) for the operation of its preschool program; and,

**WHEREAS**, the City and the School District have discussed this proposal and have agreed to a partnership regarding the P&R Dept.’s preschool program in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

**WHEREAS**, after a review of the proposed Memorandum of Understanding, the Mayor and City Council of the City (the “*Corporate Authorities*”) are prepared to approve the terms and conditions set forth therein.

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

*Section 1.* Each of the recitals above is incorporated by reference in this Section 1.

*Section 2.* That the Memorandum of Understanding by and between the United City of Yorkville, Illinois and Yorkville Community School District 115, is hereby approved and the Mayor is hereby authorized to execute and deliver said Memorandum.

*Section 3.* This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

\_\_\_\_\_  
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

## **United City of Yorkville & Yorkville Community School District 115**

### **Memorandum of Understanding**

This Memorandum of Understanding (MOU) sets the terms for an understanding between the United City of Yorkville and the Yorkville Community School District 115 concerning a proposed preschool partnership between the two organizations.

#### **Background**

The United City of Yorkville Parks & Recreation Department is interested in relocating their preschool program and would like to collaborate with the Yorkville School District. Such a partnership can benefit both organizations and ultimately best serve the Yorkville and School District residents. By incorporating the City's Preschool Program into the Yorkville High School's existing Educator Pathways program, the Family and Consumer Science students will have a ready opportunity to observe and assist in the classroom and the preschool program will have access to larger preschool room space, playground and open space. This proposed location for the Preschool Program at the sports building behind the Yorkville High Academy (the "Sports Building") will provide a central location within the City of Yorkville near multiple schools, park and library.

The Yorkville School District will renovate a portion of the Sports Building to provide two classrooms for the use of the Preschool Program. The proximity of the lab classroom to the high school campus is an additional benefit for the Family and Consumer Science students to easily access the Preschool Program.

By establishing a formal lab classroom, the Yorkville High School Educator Pathways Program will benefit as a result of an innovative partnership between District 115 and the United City of Yorkville Parks & Recreation Department.

#### **Purpose**

This MOU will enumerate the details of a partnership between United City of Yorkville Parks & Recreation Department and Yorkville CUSD 115 in supporting a collaboration between the City's Preschool Program and District 115's lab classroom.

The City of Yorkville will provide the following:

- 1) Up to \$75,000 to remodel the Sports Building to provide two preschool rooms, move and set up the preschool at the District 115's lab classroom.
- 2) The City will be responsible for all aspects of the day-to-day preschool operations, such as:
  - a) Hiring staff as City employees.
  - b) Purchase all needed materials.
  - c) Registration.
  - d) Marketing of the program.

- e) Coordinating and implementing overall operations.

The School District will be responsible for providing the following:

- 1) Two large preschool classrooms, for the duration of 5 years, as shown on the attachment.
- 2) Project management for the remodeling Sports Building.
- 3) Collaborate with City on the remodeling of the Sports Building,
- 4) Maintain the Sports Building.
- 5) Provide a copy machine and Wi-Fi.

### **Reporting**

Designated City Staff and School District Staff will meet regularly to discuss the status of the partnership.

The United City of Yorkville Parks and Recreation Department will send out a survey to the preschool families on the partnership.

### **Funding**

City will contribute up to \$75,000 to remodel the two preschool rooms, moving and setting up the preschool at the District's 225 classroom.

### **Duration**

Use of the classrooms by the City shall be for five (5) years, subject to modification as described below through mutual consent of the parties. The parties may extend the use of the classrooms beyond five (5) years through mutual consent, upon the written request of the City delivered to the School before by the fourth anniversary of the execution this MOU, It is understood that the School District may unilaterally terminate the agreement and use of the classrooms in the event the City operates its Preschool Program in any way which interferes the with the use of the Yorkville High School Academy but only after written notice to the City and an opportunity to cure the problem.

This MOU is "at-will" and may be modified by mutual consent of authorized officials from United City of Yorkville and Yorkville Community School District 115. This MOU shall become effective upon signature by the authorized officials from the United City of Yorkville and Yorkville Community School District 115 and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from United City of Yorkville and Yorkville Community School District 115 this MOU shall renew yearly.

### **Contact Information**

- 1) United City of Yorkville  
800 Game Farm Rd.  
Yorkville, IL 60560

2) Yorkville Community School District 115  
602 Center Pkwy # A  
Yorkville, IL 60560

\_\_\_\_\_  
(United City of Yorkville) Date:

\_\_\_\_\_  
(Yorkville Community School District 115) Date:



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: May 4, 2023  
Subject: City-School Pre-closing Possession Intergovernmental

---

## **Summary**

Approval of an updated intergovernmental agreement covering pre-closing possession of 800 Game Farm Road by the School District.

## **Background**

This item was last discussed by the City in at the April 25<sup>th</sup> City Council meeting, when the approved the purchase/sale agreement for 800 Game Farm Road. In that agreement, the City and the School agreed to work together to grant access by the School District to the building prior to the closing, so that the School District could complete their necessary renovations prior to their own internal operations deadlines. Accordingly, we have drafted a pre-closing possession agreement for the Council's consideration.

The pre-closing possession agreement allows the School District to begin renovations on May 10<sup>th</sup>. The closing is expected to occur 1-3 weeks after May 10<sup>th</sup>. If the closing never occurs, the School District will be responsible to return the building to its prior condition at their cost.

## **Recommendation**

Staff recommends approval of the intergovernmental agreement between the City and School District for pre-closing possession of the 800 Game Farm Road building.



**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115 AND  
THE UNITED CITY OF YORKVILLE FOR PRE-CLOSING POSSESSION OF 800  
GAME FARM ROAD**

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

**WHEREAS**, the Yorkville Community School District 115 (the “School District”) is a school district of the State of Illinois with the powers as granted by Article VII, Section 8 of the 1970 Illinois Constitution and as provided by law; and

**WHEREAS**, the City and the School District each have the authority to enter into agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5) and pursuant to the statutory contracting power of each; and

**WHEREAS**, the City currently holds title to the parcel of real estate located at 800 Game Farm Road, City of Yorkville, Kendall County, and further identified as P.I.N. 02-29-427-001, legally described on Exhibit “A” attached hereto and made a part hereof that had previously housed City hall and the City’s police station (the “Premises”); and

**WHEREAS**, the City has relocated City hall and the police station, and therefore the City does not currently occupy the Premises; and

**WHEREAS**, the School District desires to purchase the Premises from the City, potentially to house School District offices; and

**WHEREAS**, the School District has the authority to acquire the Premises pursuant to Section 10-22.35A of the School Code (105 ILCS 5/10-22.35A); and

**WHEREAS**, the City, pursuant to Section 5-22 of the School Code (105 ILCS 5/5-22) and Section 2 of the Local Government Property Transfer Act (50 ILCS 605/2), has the power to convey the Premises to the School District; and

**WHEREAS**, the City and the School District have entered into an agreement to convey the property from the City to the School District (the “Sales Contract”); and

**WHEREAS**, the School District desires to occupy the Premises prior to the closing of the Sales Contract; and

**WHEREAS**, the City has determined it is in its best interests to enter into an Intergovernmental Agreement with the School District, in the form attached hereto and made a part hereof as Exhibit “A,” in furtherance of the stated goals and desires set forth above.

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

**Section 1:** That all of the recitals set forth above are incorporated herein as if fully restated in this Section 1.

**Section 2:** That the *Intergovernmental Agreement between Yorkville Community Unit School District No. 115 and the United City of Yorkville for Pre-closing Possession of 800 Game Farm Road* (the “IGA”), in the form attached hereto and made a part hereof as Exhibit “A,” is hereby approved and the Mayor is authorized to execute and deliver said IGA.

**Section 3:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVAR TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**

**(insert agreement)**

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF KENDALL    )       SS

**CLERK'S CERTIFICATE**

I, Jori Behland, the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115 AND  
THE UNITED CITY OF YORKVILLE FOR PRE-CLOSING POSSESSION OF 800  
GAME FARM ROAD**

which Resolution was duly passed by said City Council at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

I do further certify that a quorum of said City Council was present at said meeting and that the Council complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Jori Behland, City Clerk  
United City of Yorkville

(Seal)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 115  
AND THE UNITED CITY OF YORKVILLE  
FOR PRE-CLOSING POSSESSION OF 800 GAME FARM ROAD**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the date shown below by and between the Board of Education of Yorkville Community Unit School District No. 115, Kendall and Kane Counties, Illinois (“School District”) and the United City of Yorkville (“City”).

**W I T N E S S E T H:**

**WHEREAS**, School District is an Illinois public school district established and operated pursuant to the Illinois *School Code*, 105 ILCS 5/1-1 *et seq*; and

**WHEREAS**, City is an Illinois municipal corporation established and operated pursuant to the Illinois *Municipal Code*, 65 ILCS 5/1-1-1 *et seq*.; and

**WHEREAS**, School District and City are authorized to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq*; and

**WHEREAS**, the City currently holds title to the parcel of real estate located at 800 Game Farm Road, City of Yorkville, Kendall County, and further identified as P.I.N. 02-29-427-001, legally described on Exhibit “A” attached hereto and made a part hereof that had previously housed City hall and the City’s police station (the “Premises”); and

**WHEREAS**, the City has relocated City hall and the police station, and therefore the City does not currently occupy the Premises; and

**WHEREAS**, the School District desires to purchase the Premises from the City, potentially to house School District offices; and

**WHEREAS**, the School District has the authority to acquire the Premises pursuant to Section 10-22.35A of the *School Code* (105 ILCS 5/10-22.35A); and

**WHEREAS**, the City, pursuant to Section 5-22 of the *School Code* (105 ILCS 5/5-22) and Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), has the power to convey the Premises to the School District; and

**WHEREAS**, the City and the School District have entered into an agreement to convey the property from the City to the School District (the “Sales Contract”); and

**WHEREAS**, the School District desires to occupy the Premises prior to the closing of the Sales Contract; and

**WHEREAS**, the City and the School District mutually desire to enter into this Agreement defining their rights, duties and liabilities during the period in which the School District is occupying the Premises and the parties have not yet closed on the Sales Contract.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Intergovernmental Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, School District and City agree as follows:

**1. INCORPORATION OF PREAMBLES:** The preambles are hereby incorporated into and made a part of this Agreement.

**2. POSSESSION:** The City hereby grants permission to the School District to take possession of the Property effective \_\_\_\_\_, 20\_\_ and to occupy same until the close of the Sales Contract, or until the right of possession is earlier terminated in accordance with this Agreement.

**3. CONDITION OF PROPERTY:** School District acknowledges inspection of the Premises and hereby accepts the Premises as is and as conforming to the requirements of the Sales Contract (except as to matters of title or survey, which shall be determined as provided in the said Sales Contract).

**4. HOLDOVER:** If the Sales Contract is not closed as scheduled or as extended, through no fault of Seller, Buyer agrees to vacate the Premises within \_\_five (5)\_\_\_\_ days after service of a written notice from Seller. Any holding over thereafter shall create a day-to-day tenancy with a rent of \$\_\_\_\_\_100\_\_\_ per day. Except as to daily rent and tenancy, all other covenants and conditions herein contained shall remain in full force and effect during any holdover period. In the event School District shall not have vacated the Premises on or before the above deadline, City shall be permitted to bring whatever legal action may be permitted by law to recover possession of said premises. In said event, School District shall pay to City their reasonable attorney fees and court costs and reimburse City for whatever damages may have occurred to the premises.

**5. UTILITIES AND ASSESSMENTS:** During the term of this occupancy, School District shall be responsible for all utilities consumed and assessments that accrue on the Premises. The School District and City shall reach an agreement regarding which utilities should be put in School District's name before Closing, but even if the utilities remain in City's name, School District shall pay to City the amount due for the utilities consumed and the assessments that accrue on the Premises during the occupancy.

**6. ALTERATIONS TO PREMISES:** In the event the Sales Contract is not closed as scheduled or extended, the School District agrees to reverse any and all changes and alterations made to the Premises and restore the Premises to the condition it was in prior to the School District's occupancy.

**7. RISK OF LOSS (INSURANCE):** School District shall obtain prior to occupancy a copy of a certificate of insurance coverage and shall maintain during the term of this Agreement public liability insurance naming both City and School District as co-insureds in an amount of not less than \$ \_\_\_\_\_ for injury to one person; \$ \_\_\_\_\_ for injury to more than one person; and \$ \_\_\_\_\_ for property damage. If permitted by his/her insurer, City may agree to retain hazard and liability insurance on the Property until Closing. If City's insurer requires that City's policy be converted to a Landlord's Policy as a result of this Agreement, School District agrees to pay any additional premium cost. School District acknowledges that School District is solely responsible for insuring any personal property on the Premises.

**8. INDEMNIFICATION FROM SUIT:** School District agrees to indemnify, protect, release and hold harmless, and, at the option of the City, defend, the City, its agents, elected and appointed officials, administrative staff, employees, and volunteer personnel from any and all liability, claims, demands, actions and causes of action, costs and expenses (including reasonable attorneys' fees) which the City may become obligated by reason of any accident or injury (including death) caused by School District's use of the Premises . .

**9. TERMINATION:** The City may, at any time prior to expiration of the term of this Agreement, or any renewal period thereof, upon School District's default or breach of any of the covenants herein contained to be kept by School District, with fourteen (14) calendar days' notice, declare the Agreement terminated, provided this Agreement shall not be terminated if School District cures the default or breach within the fourteen (14) day notice period. School District shall upon termination of the Agreement due to breach or default return the Premises, and all keys thereto, and any equipment provided by City, to City in the same condition as received by School District at the commencement of the term of this Agreement, ordinary wear and tear and acts of God excepted. Any repairs or replacements made to the Premises by School District, its agents, employees, participants or invitees, shall be reversed promptly by the School District, at its own expense and in a manner to prevent liens from attaching to the Premises or City's funds, as a result thereof.

**10. RIGHT OF REMOVAL:** City shall have the right to temporarily remove the School District, under emergency situations as determined by the City, with as much notice as is practicable.

**11. ASSIGNMENT SUBLETTING:** The School District shall neither sublet the Premises or any part thereof nor assign this Agreement by any act or default nor transfer any of School District's interest by operation of law, nor offer the Premises or any part thereof for sublicense, nor permit the use thereof for sublicense, nor permit the use thereof for any purpose other than as above mentioned during the term of this Agreement, without in each case, the written consent of the City.

**12. CITY NOT LIABLE:** The City shall not be liable for any loss of property or defects in the Premises, or any accidental damages to the person or property of School District in or about the Premises, where such loss or injury results from water, rain or snow leaking into, issuing or flowing from any part of the Premises or the building used to access the Premises, or from the



pipes or plumbing of the same except when such damage results from the City's negligence. The School District hereby covenants and agrees to make no claim for any such loss or damage at any time. The City shall not be liable for any loss or damage to any personal property of the School District or any of its employees, invitees or contractors.

**13. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, apply and inure to the benefit of School District and City and their respective heirs, legal representatives, successors and assigns.

**14. AMENDMENTS:** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.

**15. COMPLETE UNDERSTANDING:** This Agreement sets forth all the terms and conditions, and agreements and understandings between School District and City relative to the subject matter hereof, and there are not agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

**16. GOVERNING LAW:** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**17. WAIVER:** No waiver of any default of School District hereunder shall be implied from an omission of City to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

**IN WITNESS WHEREOF,** the parties have executed this Intergovernmental Agreement by their authorized representatives as of the last date of signature shown below.

**[SIGNATURE PAGE TO FOLLOW]**

**SCHOOL DISTRICT:  
BOARD OF EDUCATION  
YORKVILLE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 115  
KENDALL AND KANE COUNTIES, ILLINOIS**

**CITY:  
UNITED CITY OF YORKVILLE**

**By: \_\_\_\_\_  
Its President**

**By: \_\_\_\_\_  
Its \_\_\_\_\_**

**ATTEST:**

**ATTEST:**

**By: \_\_\_\_\_  
Its Secretary**

**By: \_\_\_\_\_  
Its \_\_\_\_\_**

**DATED: \_\_\_\_\_**

**DATED: \_\_\_\_\_**

**EXHIBIT A – INSERT DEPICTION/DESCRIPTION OF PREMISES**



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2023-24

### Agenda Item Summary Memo

**Title:** Selection of Mayor Pro Tem for Fiscal Year 2024

**Meeting and Date:** City Council – May 9, 2023

**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:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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  
KENDALL COUNTY, ILLINOIS**

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**ORDINANCE NO. 2013-31**

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AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

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

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

**AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES**

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

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

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

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

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

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

***Section 1.*** Procedures for City Council Meetings:

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

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

**Section 2.** Procedures for Committee Meetings:

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



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

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

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

Beth Wanen  
CITY CLERK

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

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

Gary J. Golinski  
MAYOR



## Mayor Pro Tem List

FY 2022 – Alderman Plocher was appointed on October 26, 2021

FY 2022 – Alderman Milschewski was appointed on May 11, 2021

FY 2021 – Alderman Milschewski was appointed on May 12, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2023-25

### Agenda Item Summary Memo

**Title:** Appointments to Boards and Commissions

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational  
\_\_\_\_\_

**Submitted by:** Mayor John Purcell  
Name Department

#### Agenda Item Notes:

If items are available at the time of the meeting, they will be passed out.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2023-26

### Agenda Item Summary Memo

**Title:** Appointments to City Council Committees – Administration, Economic Development, Public Safety and Public Works

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** Committee assignments will be announced at the meeting.

### 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:

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

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**ORDINANCE NO. 2013-31**

---

**AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES**

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

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

**AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES**

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

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

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

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

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

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

***Section 1.*** Procedures for City Council Meetings:

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

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

***Section 2. Procedures for Committee Meetings:***

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



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

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

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

  
CITY CLERK

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

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

  
MAYOR



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2023-28

### Agenda Item Summary Memo

**Title:** Appointment of Department Heads

**Meeting and Date:** City Council – May 9, 2023

**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:

City Administrator and Budget Officer – Bart Olson - four-year appointment through Mayoral term

Chief of Police – James Jensen – four-year appointment through Mayoral term

City Clerk – Jori Behland – four-year appointment

City Treasurer and Director of Finance – Rob Fredrickson – four-year appointment

Director of Public Works – Eric Dhuse – four-year appointment

Director of Parks and Recreation – Tim Evans – four-year appointment

Building Inspector/Zoning Officer – Pete Ratos – four-year appointment

City Attorney – Kathleen Field Orr – four-year appointment

City Engineer – Engineering Enterprises, Inc. – four-year appointment

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

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2023-28

### Agenda Item Summary Memo

**Title:** Oath of Office for Department Heads

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** An oath of office will be given to all appointed department heads at the meeting.

### 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:

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*Have a question or comment about this agenda item?*

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

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2023-29

### Agenda Item Summary Memo

**Title:** Employment Agreement Between the City and Bart Olson

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** Approval of a 4-year employment agreement with Bart Olson to serve as  
City Administrator, subject to the terms and conditions of the agreement.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Mayor John Purcell  
Name Department

#### Agenda Item Notes:

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## **EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the United City of Yorkville, Illinois, a non-home rule municipal corporation (the "City"), and Bart Olson of Downers Grove, Illinois (the "Employee").

### **WITNESSETH:**

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

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

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

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

### **SECTION 1: EMPLOYMENT AND DUTIES**

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

(a) Be responsible to respond to and advise the Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;

(b) Advise and consult with City officers and officials;

(c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.

(d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;

(e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

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

## **SECTION 2: TERM**

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on May 11, 2027 (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

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

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

## **SECTION 3: TERMINATION AND SEVERANCE PAY**

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

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

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

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

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

3.3 If this Agreement is not renewed by the City upon expiration of the Term, provided (i) Employee was not terminated with or without cause during the Term, (ii) Employee did not resign during the Term, or (iii) Employee is not employed by or offered employment by the City in a position having responsibilities and compensation substantially similar to those of the City Administrator position upon such expiration, Employee shall receive the Severance Payment, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.4 Any Severance Payment payable to Employee shall be paid bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law.

#### **SECTION 4: COMPENSATION**

4.1 The City agrees to pay Employee an annual base salary of \$205,000 from May 1, 2021 through April 30, 2024, \$215,000 from May 1, 2024 through April 30, 2025, \$222,125 from May 1, 2025 through April 30, 2026, and \$229,473 from May 1, 2026 through May 11, 2027 payable biweekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. In the event that all non-union employees in the City take wage reductions or furloughs during this agreement term, the employee agrees to accept an equal wage reduction or furlough as all other City department heads are given.

4.2 Employee shall participate in the Illinois Municipal Retirement fund.

#### **SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS**

5.1 Employee shall accrue, and have credited to his personal account, six (6) weeks vacation leave annually between May 9, 2023 and May 10, 2027. Employee shall be entitled to roll over a maximum of forty (40) hours of vacation per year. Employee shall be allowed to cash out a maximum of forty (40) hours of vacation time per fiscal year, subject to funds available in the City budget, and approval from the Mayor. Employee shall be entitled to payment for all unpaid accrued vacation leave upon his leaving employment with the City.

5.2 Employee shall be entitled to holidays and any personal days off the same as exempt City employees, in general.

5.3 All of the provisions of the Vacation and Sick leave policy within the Employee Manual, with respect to the accrual and use of sick leave shall apply to the Employee.

#### **SECTION 6. HEALTH AND LIFE INSURANCE**

The City agrees to put into force and to make required premium payments to provide Employee

with a life insurance policy in the amount of \$50,000.00, and the same standard sickness benefits, health and all other benefits as provided to other City Department heads.

## **SECTION 7: DUES AND SUBSCRIPTIONS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA) and Metro Managers, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

The City hereby agrees to pay for reasonable, budgeted travel and subsistence expenses of Employee for a reasonable number of professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and necessary official functions for the City, including, but not limited to, the ICMA Annual conference, the ILCMA Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. Attendance at any conferences, seminars and committees requiring overnight stay other than the ICMA Annual conference and the ILCMA Conference, shall be subject to prior Council approval.

## **SECTION 9. AUTOMOBILE**

Employee shall receive the same mileage allowance for travel as prescribed in the City's employee handbook.

## **SECTION 10. TECHNOLOGY EQUIPMENT**

The Employee shall be responsible for procuring his own cell phone and cellphone plan.

## **SECTION 11. GENERAL EXPENSES**

The City recognizes that certain expense of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits and approval by the Council, provided that such expenses have been budgeted.

## **SECTION 12. PERFORMANCE EVALUATION**

13.1 Annually, the Mayor and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. The Mayor shall review and evaluate Employee's performance of his responsibilities and duties as City Administrator in April of each year of the Term, and shall seek Council advice on the Employee's performance. The Mayor shall provide the Employee with a summary written statement of the findings of the review and provide an adequate opportunity for the Employee to discuss his evaluation with the Mayor and Council. Following Employee's performance evaluation, Employee may receive a compensation merit increase at the sole discretion of the Mayor.

13.2 In affecting the provisions of this Section, the Mayor, Council and Employee mutually agree to abide by the provisions of applicable law.

### **SECTION 13. NO REDUCTION OF BENEFITS**

The City shall not at any time during the Term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to degree of such a reduction across-the-board for all employees of the City.

### **SECTION 14. RESIDENCY**

The City agrees not to require the Employee to have residence in the City of Yorkville, Illinois.

### **SECTION 15. INDEMNIFICATION**

The Employee shall be indemnified to the maximum required under State and local law.

### **SECTION 16. BONDING**

The City shall bear the full cost of any fidelity or other bonds, if any, required of the Employee under any law or ordinance.

### **SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

### **SECTION 18. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

Mayor  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

TO EMPLOYEE:

Bart Olson

3715 Sterling Road  
Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **SECTION 20. GENERAL PROVISIONS**

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bart Olson

Attest:

\_\_\_\_\_  
City Clerk

C/53946.1



## **EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2023~~2021 (the "Effective Date"), by and between the United City of Yorkville, Illinois, a non-home rule municipal corporation (the "City"), and Bart Olson of Downers Grove, Illinois (the "Employee").

### **WITNESSETH:**

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

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

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

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

### **SECTION 1: EMPLOYMENT AND DUTIES**

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

(a) Be responsible to respond to and advise the Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;

(b) Advise and consult with City officers and officials;

(c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.

(d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;

(e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

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

## **SECTION 2: TERM**

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on May ~~119, 2027~~2023 (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

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

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

## **SECTION 3: TERMINATION AND SEVERANCE PAY**

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

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

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

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

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

3.3 If this Agreement is not renewed by the City upon expiration of the Term, provided (i) Employee was not terminated with or without cause during the Term, (ii) Employee did not resign during the Term, or (iii) Employee is not employed by or offered employment by the City in a position having responsibilities and compensation substantially similar to those of the City Administrator position upon such expiration, Employee shall receive the Severance Payment, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.4 Any Severance Payment payable to Employee shall be paid bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law.

#### **SECTION 4: COMPENSATION**

4.1 The City agrees to pay Employee an annual base salary of ~~\$205,000~~<sup>178,769</sup> from May 129, 2021 through April 30, 2024<sup>2</sup>, and ~~\$215,000~~<sup>183,239</sup> from May 1, 2024<sup>2</sup> through ~~April 30~~<sup>May 9, 2025</sup>, ~~\$222,125 from May 1, 2025 through April 30, 2026~~, and ~~\$229,473 from May 1, 2026 through May 11, 2027~~<sup>2023</sup> payable biweekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. In the event that all non-union employees in the City take wage reductions or furloughs during this agreement term, the employee agrees to accept an equal wage reduction or furlough as all other City department heads are given.

4.2 Employee shall participate in the Illinois Municipal Retirement fund.

#### **SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS**

5.1 Employee shall accrue, and have credited to his personal account, six (6) weeks vacation leave annually between ~~May 9, 2023 and May 10, 2027~~<sup>May 29, 2021 through May 9, 2023</sup>. Employee shall be entitled to roll over a maximum of forty (40) hours of vacation per year. Employee shall be allowed to cash out a maximum of forty (40) hours of vacation time per fiscal year, subject to funds available in the City budget, and approval from the Mayor. Employee shall be entitled to payment for all unpaid accrued vacation leave upon his leaving employment with the City.

5.2 Employee shall be entitled to holidays and any personal days off the same as exempt City employees, in general.

5.3 All of the provisions of the Vacation and Sick leave policy within the Employee Manual, with respect to the accrual and use of sick leave shall apply to the Employee.

#### **SECTION 6. HEALTH AND LIFE INSURANCE**

The City agrees to put into force and to make required premium payments to provide Employee with a life insurance policy in the amount of \$50,000.00, and the same standard sickness benefits, health and all other benefits as provided to other City Department heads.

## **SECTION 7: DUES AND SUBSCRIPTIONS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA) and Metro Managers, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

The City hereby agrees to pay for reasonable, budgeted travel and subsistence expenses of Employee for a reasonable number of professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and necessary official functions for the City, including, but not limited to, the ICMA Annual conference, the ILCMA Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. Attendance at any conferences, seminars and committees requiring overnight stay other than the ICMA Annual conference and the ILCMA Conference, shall be subject to prior Council approval.

## **SECTION 9. AUTOMOBILE**

Employee shall receive the same mileage allowance for travel as prescribed in the City's employee handbook.

## **SECTION 10. TECHNOLOGY EQUIPMENT**

The Employee shall be responsible for procuring his own cell phone and cellphone plan.

## **SECTION 11. GENERAL EXPENSES**

The City recognizes that certain expense of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits and approval by the Council, provided that such expenses have been budgeted.

## **SECTION 12. PERFORMANCE EVALUATION**

13.1 Annually, the Mayor and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. The Mayor shall review and evaluate Employee's performance of his responsibilities and duties as City Administrator in April of each year of the Term, and shall seek Council advice on the Employee's performance. The Mayor shall provide the Employee with a summary written statement of the findings of the review and provide an adequate opportunity for the Employee to discuss his evaluation with the Mayor and Council. Following Employee's performance evaluation, Employee may receive a compensation merit

increase at the sole discretion of the Mayor.

13.2 In affecting the provisions of this Section, the Mayor, Council and Employee mutually agree to abide by the provisions of applicable law.

### **SECTION 13. NO REDUCTION OF BENEFITS**

The City shall not at any time during the Term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to degree of such a reduction across-the-board for all employees of the City.

### **SECTION 14. RESIDENCY**

The City agrees not to require the Employee to have residence in the City of Yorkville, Illinois.

### **SECTION 15. INDEMNIFICATION**

The Employee shall be indemnified to the maximum required under State and local law.

### **SECTION 16. BONDING**

The City shall bear the full cost of any fidelity or other bonds, if any, required of the Employee under any law or ordinance.

### **SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

### **SECTION 18. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

Mayor  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

TO EMPLOYEE:

Bart Olson  
3715 Sterling Road  
Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **SECTION 20. GENERAL PROVISIONS**

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bart Olson

Attest:

\_\_\_\_\_  
City Clerk



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

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2023-30

### Agenda Item Summary Memo

**Title:** Employment Agreement Between the City and James Jensen

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** \_\_\_\_\_

\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational

\_\_\_\_\_

**Submitted by:** Mayor John Purcell

Name	Department
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### Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held or

the items will be passed out.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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>*



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

Agenda Item Number

Mayor's Report #10

Tracking Number

CC 2023-31

### Agenda Item Summary Memo

**Title:** Appointment of Deputy Clerk – Monica Cisija

**Meeting and Date:** City Council – May 9, 2023

**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:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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>*





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

Agenda Item Number

Mayor's Report #11

Tracking Number

CC 2023-32

### Agenda Item Summary Memo

**Title:** Proposed 2023 Bond – Municipal Advisor & Bond Counsel Engagement Letters

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** Please see attached.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson Finance  
Name Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: May 4, 2023  
Subject: Proposed 2023 Bond - Municipal Advisor & Bond Counsel Engagement Letters

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## **Summary**

Approval of engagement letters for Speer Financial, Inc. (municipal advisor) and Saul Ewing, LLP (bond counsel) for services related to the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2023.

## **Background**

Speer Financial, Inc., ([www.speerfinancial.com](http://www.speerfinancial.com)) is a nationally recognized, employee-owned firm of municipal advisors, that works solely with governmental entities, specializing in debt issuance and related services. Speer has served as the City's primary municipal advisor for over a decade, including Yorkville's most recent bond issues in 2021 (City Hall renovations) and 2022 (2011 bond refinancing/City Hall renovations). As noted in the attached engagement letter (Exhibit A - pages 3 thru 5), Speer provides a range of debt related services, comprised of financial planning (debt service schedules, issuance timelines, Official Statement formulation, etc.) and all the other activities that go into the preparation and issuance of municipal debt, whether done competitively or through a negotiated sale. As noted on page 2 of the engagement letter, Speer charges a flat \$5,000 for municipal advisory services, plus one quarter of 1% on the amount of principal issued in excess of \$1 million. Based on the current principal amount of \$9.265 million for the proposed 2023 bonds, Speer's municipal advisor fee would be approximately \$26,000. However, Speer's fee is contingent on the sale of the bonds, so if Council decide not to move forward with the issuance, no fees would be charged. All fees paid to Speer Financial would be funded by bond proceeds, since these costs would be directly correlated to the issuance of the 2023 bonds.

Saul Ewing, LLP, ([www.saul.com](http://www.saul.com)) is a national law firm with approximately 375 attorneys who provide an array of legal services to more than 40 different industries. Saul Ewing has served as bond counsel for the City's last two bond issuances, assisting the City with the various compliance and disclosure requirements. As shown on page 4 of the engagement letter, Saul Ewing is proposing a fixed fee of \$30,000. Should Council decide not to issue the proposed 2023 bonds, the City would pay a proration of that amount for services previously rendered. Similar to Speer Financial in the preceding paragraph, all fees paid to Saul Ewing would be funded by bond proceeds.

## **Recommendation**

Due to the periodic nature in which bonds were previously issued, the City's past practice has been to approve the costs of municipal advisor and bond counsel services as part of the parameters ordinance (which is the final ordinance approved by Council on the night of the bond sale). However, moving forward as the City anticipates issuing a substantial amount of debt (WIFIA loans, IEPA loans, Alternate

Revenue Source G.O. bonds, etc.) over the next five years for the purpose of financing the DWC/Lake Michigan water sourcing project, Staff intends to present bond related engagement letters earlier in the issuance process in order to enhance transparency and keep everyone informed as to which firm(s) are associated with each specific future bond issuance. Staff recommends approval of the engagement letters for Speer Financial (municipal advisor) and Saul Ewing (bond counsel).

May 4, 2023

Rob Fredrickson  
Finance Director  
United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

Re: United City of Yorkville, Kendall County, Illinois  
Issuance of General Obligation (Alternate Revenue Source) to Finance water system improvements.

Dear Rob:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the United City of Yorkville (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for capital improvements to the water system (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

**Authorization.** It is Speer's understanding that the **Administrator and Finance Director** of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

**Term and Termination.** Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds. Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

**Compensation.** Speer's compensation for Services on the Bonds is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Municipal Advisory Services:	\$5,000.00 plus 1/4 of 1% of the municipal securities issued in excess of \$1,000,000.
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This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

**Required Disclosures.** Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

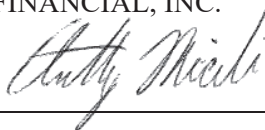
**Risk Disclosure.** Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: \_\_\_\_\_



Its: Senior Vice President

## **EXHIBIT A**

### **SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE UNITED CITY OF YORKVILLE**

#### **Financial Planning Services**

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination:* Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation:* Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan, as requested.
4. *Planning:* Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Provide preliminary maturity schedules relating to the financing.
  - b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.
  - c. Financing Distribution List – Prepare a listing of the individuals and firms that will serve on the transaction.

## Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document and Proposals:*
  - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, if not being otherwise completed by another transaction participant. If requested by the Client, prepare a Request for Proposals (RFP) or Request for Qualifications (RFQ) for underwriting services, and, following the award of the securities, the final Disclosure Document, if not being otherwise prepared by another transaction participant.
  - b. Proposal Analysis and Recommendations – If requested by the Client, review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
5. *Preparation For Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, the preparation, and dissemination of a closing letter.
6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

## **EXHIBIT B**

### **LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES**

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.



## **EXHIBIT C**

### **OTHER TERMS OF THE SPEER ENGAGEMENT**

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

**EXHIBIT D**  
**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF CONFLICTS OF INTEREST**

**A. Various Forms of Compensation**

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the

municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

## **B. Other Material Conflicts of Interest**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

## **2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

## **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

## **4. G-10 DISCLOSURE**

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: [www.msrb.org](http://www.msrb.org)

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

## **EXHIBIT E**

### **FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS**

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

#### **Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### **Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

***Limited Bonds.*** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the*

"Base"), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

***Debt Certificates.*** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.



Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

***Special Service Area Bonds.*** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

***Revenue Bonds.*** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or

interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

***Tax Increment Financing.*** Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

## **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the



bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

***Redemption Risk.*** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

***Reinvestment Risk.*** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

***Tax Compliance Risk.*** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

April 10, 2023

Mayor John Purcell  
United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

Re: Representation of the United City of Yorkville, Kendall, Illinois as Bond Counsel

Dear Mayor Purcell:

Thank you for giving Saul Ewing LLP (the “*Firm*”) the opportunity to represent the United City of Yorkville, Kendall County, Illinois (the “*Client*”) as bond counsel with respect to the issuance by the Client of its general obligation bonds (Alternate Revenue Source) Series 2023A (collectively, the “*Bonds*”). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm’s internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth our common understanding of the terms under which we will provide legal services to the Client.

**Scope Of Services:** The Firm will provide the following services to the Client (the “*Engagement*”):

We have been engaged to act as bond counsel for the Bonds. Our services as bond counsel will include the following services: (a) to advise the Client in connection with the issuance of the Bonds and the sale of the Bonds in either a private placement and/or a public offering, (b) to assist in the drafting and negotiation of any and all legal documents relative to the issuance of the Bonds, including a Bond Ordinance and a continuing disclosure undertaking of the Client, and, if necessary, (c) to issue standard unqualified opinion(s) with customary exceptions regarding the validity of the Bonds and the exemption of interest on the Bonds from federal income taxes (the “*Bond Opinion*”).

Unless we are otherwise separately engaged in writing to perform other services, our duties shall not include services as disclosure counsel, underwriter’s counsel or bank counsel with respect to the sale of the Bonds in either a private placement and/or a public offering thereof, nor shall our services include the performance of any “blue sky” review or the preparation of any memoranda

concerning state securities laws. In addition, we will not make an investigation or express any view as to the creditworthiness of the Client or the Bonds.

The Bond Opinion may be executed and delivered on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely on representations of the Client set forth in the bond documents, the certified proceedings and other certifications of public officials and other persons (including certifications as to the use of proceeds of the Bonds and various tax matters), without undertaking to verify such matters by independent investigation, and we will assume continuing compliance by the Client with all applicable laws relating to the Bonds and related bond documents. We do not review the financial condition of the Client or the adequacy of any security provided to Bond holders.

As bond counsel, we will assist the Client in various aspects of preparing an official statement or other disclosure documents with respect to the public sale of the Bonds, but we will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We understand that Underwriter's Counsel may be selected at a later date, and will assist the Client in (a) the preparation of the official statement, and (b) will advise with respect to compliance with state and federal securities laws. In any public offering of the Bonds, we would expect the underwriter and the Client to evidence compliance with the current standards for full disclosure by the delivery of appropriate officers' certificates and opinions of counsel relating to the accuracy and completeness of the information included in the official statement. If an official statement is approved by the Client, our responsibility with respect to such official statement will be limited to the preparation or review of any description or summary therein of the Bonds, the Bond Ordinance and the Bond Opinion.

Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered in this matter. Nevertheless, following the issuance of the Bonds, we will prepare and provide to the parties involved in the issuance of the Bonds a transcript of bond documents in electronic format (the "*Closing Transcript*").

The Client is engaging the Firm as bond counsel to provide legal services specifically in connection with the issuance of the Bonds and, following the issuance of the Bonds, the delivery of the Closing Transcript to the Client. After completion of the issuance of the Bonds, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us in writing after completion of the current engagement to provide additional advice on issues arising from the current engagement, the Firm has no continuing obligation to advise the Client with respect to the bond issuance, including future legal developments. Specifically, we do not undertake (unless separately engaged in writing) to (a) provide continuing advice to the Client concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes,

(b) represent the Client in Internal Revenue Service examinations or inquiries, or Securities Exchange Commission investigations or inquiries, (c) perform arbitrage rebate calculations for the Bonds, or (d) provide continuing disclosure services with respect to the Bonds.

We agree that this is a limited scope representation and that this Engagement does not include any legal service beyond that described in this paragraph. We agree that the Firm has no obligation to expand this Engagement beyond that described in the foregoing paragraphs. Separate arrangements must be agreed to in writing by the Firm before it shall undertake any additional legal services.

Our sole client in this Engagement is the person or persons, entity or entities identified as the Client in the subject line of this letter. Our agreement to represent the Client is not an agreement to represent any affiliates or related individuals or owners or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

Unless specifically mentioned as part of the Engagement described above, the Firm does not undertake to: (1) identify potentially applicable insurance coverage (both primary and excess) or indemnification agreements; (2) provide notice to potentially responsible insurers (both primary and excess) or indemnitees; or (3) provide any advice or other legal services relating to tax laws (state, federal or local) or federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the disclosure obligations under such laws.

In addition, although the Firm provides its best advice regarding potential exposure, damages, and timing, the Firm is unable to determine, much less guarantee, when a court will rule or what schedule it will set nor when or how another party will respond.

Client agrees to disclose to the Firm if the Client has given a third party an interest in the outcome of this Engagement through any understanding or agreement (such as an agreement with a litigation funding firm or an assignment of any claims).

**Standard Terms Of Engagement:** Enclosed for Client's review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of Client's Engagement with the Firm. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. Client should review both carefully and contact me if Client has any questions about them or our relationship. As set forth in more detail in the Standard Terms Of Engagement, an estimate of fees and costs is not a maximum or fixed fee quotation and expressions of probable or possible outcomes are not guarantees about future developments.

**Applicability To Future Engagements:** The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will check for conflicts of interest as appropriate.

**Fees & Costs:** We have agreed to perform the services described in the Scope of Services above for an aggregate fixed fee of \$30,000. To the extent legal services going beyond those described in the Scope of Services above are requested or required, we shall charge for such services on an hourly basis by multiplying the time expended by our attorneys and legal assistants by their respective hourly rates as set by the Firm from time to time. Our current hourly rates generally range from \$285 for our most junior attorneys to \$1,100 for our most senior partners. Although staffing may change depending on what happens, the lawyers we initially anticipate working on the Engagement are myself and Randall S. Kulat, who shall be billed at rate of \$675 an hour to the extent that he is requested or required to perform legal services that go beyond that described in the Scope of Services above. Our rates are reviewed in the last quarter of the calendar year and adjusted as of January 1 of the following year. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

**Bills:** Fees and expenses will be paid at the closing or closings out of the proceeds of the transaction which is the subject of the Engagement (unless the transaction is delayed for an extensive period, in which case we reserve the right to establish another arrangement for payment for our services). Services rendered after closing and bills for expenses received after closing will be invoiced to the client within a reasonable time thereafter. This will confirm that Client consents to our payment at closing and consents to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not made when agreed or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

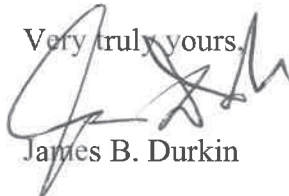
**Conflicts of Interest:** We have commenced a check for possible conflicts of interest and based on our records and information provided to us by Client, have not discovered any matters which we believe would raise a conflict of interest. If Client is or becomes aware of any facts which may give rise to a conflict of interest, please contact us immediately.

**Advance Waiver:** The Firm represents many companies and individuals. It is possible that during the course of the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a



Mayor John Purcell  
United City of Yorkville  
April 10, 2023  
Page 5

financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client, Client agrees that it will not claim a conflict as a basis for disqualification in such other matter. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,  
  
James B. Durkin

JBD/eka

Read and accepted this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
United City of Yorkville

By: \_\_\_\_\_

Print Name: \_\_\_\_\_



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

Agenda Item Number

Mayor's Report #12

Tracking Number

CC 2021-04

### Agenda Item Summary Memo

**Title:** City Buildings Updates – Prairie Pointe Change Orders

**Meeting and Date:** City Council – May 9, 2023

**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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: May 4, 2023  
Subject: Prairie Pointe Change orders

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## Summary

Prairie Pointe construction improvements and 13th round of change orders.

## Background

The City Council was last presented a Prairie Pointe budget recap in September 2022. At that time, the City Council reviewed a line-item for “Owner Contingency” in the amount of \$367,590 which included all known change orders at the time plus a \$40,000 buffer for unknown change orders. The City Council last approved change orders at the April 25, 2023 City Council meeting, when the City Council approved Change Orders 54 and 55. After that approval, the amount of the change orders approved to date was \$336,343.

The request for approval of 13th set of change orders includes:

- 1) Change Order 56 - \$1,952  
Supply and installation of two new exit lights, per BKFPD recommendation. One sign will be installed in the City Council Chambers, and the second sign will be involved in the second floor police side.

If the Council were to approve the change order listed above, this would account for \$1,952 in use of the contingency fund, bringing the total amount authorized to \$338,295 out of the contingency fund budget, including the credit for Change Order 26 listed below.

The following items show cost avoidances that have been noted for this project.

- Change Order 21 – The full amount of \$5,511 will be reimbursed by CCA/Larson Engineering.
- Change Order 22 – Cordogan Clark will reimburse the City a portion (\$2,166) of the total amount.
- Change Order 24 – The change order was denied, to replace 250 standard and 30 GFI existing to remain, ivory-colored outlets and covers with white to match all new fixtures. \$29,120. The work will be completed by Yorkville staff, at a much lower cost.
- Change Order 26 – \$1,861 Credit for the ceiling modifications of Council Chambers. There may be additional costs to move conduits, that were just noticed, and would be exposed in the new decision.



- The original specifications stated that the city would purchase all television monitors and mounting hardware. The Audio/Visual included this in their cost. The city had included a budget estimate of \$30,000 for these items.
- Com Ed has approved \$30,728 in incentives for the LED lighting and sensor controls that are being installed. This funding is dependent on a third-party audit at the end of the project.
- Change Order 34 - \$3,000 Credit for spray insulation in storage, server, electrical, janitorial and elevator equipment rooms.

### **Recommendation**

Staff recommends that the City Council approve Change Order 56. This is the last known change order at this time, but the construction punchlist is still being completed at time of this memo.

***Resolution No. 2023-\_\_\_\_\_***

**A RESOLUTION APPROVING CHANGE ORDERS RELATING TO  
651 PRAIRIE POINTE DRIVE, YORKVILLE, ILLINOIS  
(Thirteenth Set of Change Orders)**

**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 acquired the building and property commonly known as 651 Prairie Pointe Drive (the “*New City Hall*”) for the purpose of rehabilitating the building and repurposing it as the new Yorkville City Hall and the headquarters of the Yorkville Police Department (the “*Project*”); and,

**WHEREAS**, the City issued a Request for Proposals to construct the Project and after review and evaluation of submittals from several firms, the City entered into a contract with Lite Construction of Montgomery, Illinois (the “*Contract*”); and,

**WHEREAS**, the Contract, as approved by the City with Lite Construction, provided a line item for unforeseen contingencies due to the fact that the New City Hall was constructed in 2007 and change orders were guaranteed to come as demolition of existing walls and ceilings occurred; and,

**WHEREAS**, Lite Construction has submitted one (1) change order to the original Contract, as itemized on the list attached hereto, modifications to the original work design as mandated to conform to current code standards resulting in an additional costs totaling \$1,952; and,

**WHEREAS**, the City has reviewed the change order as submitted by Lite Construction and acknowledges that the work covered by the change order was unforeseen but is necessary and

in the best interest of the City; therefore, the City is prepared to approve the Change Order as hereinafter provided.

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

*Section 1.* The foregoing preambles are hereby adopted as if fully restated in this Section 1.

*Section 2.* That the change order as itemized on the list attached hereto as submitted by Lite Construction resulting in total additional costs of \$1,952 are hereby approved.

*Section 3.* That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

\_\_\_\_\_  
CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**LITE CONSTRUCTION**

711 South Lake Street  
P.O. Box 135  
MONTGOMERY, IL 60538

**CHANGE ORDER**

56

Number

TO (630) 896-7220  
Fax (630) 896-1304  
Cordogan Clark & Associates  
960 Ridgeway Ave  
Aurora, IL 60506

PHONE	DATE 4/24/23
JOB NAME/LOCATION Yorkville City Hall Police Facility	
21-364	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Add 2 additional exit lights per PR044

Valley Electric	\$1,775.00
LCI Mark up	\$177.00
Total	\$1,952.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 1952 <sup>00</sup>

DATE

4-24-23

PREVIOUS CONTRACT AMOUNT

\$

AUTHORIZED SIGNATURE (CONTRACTOR)



REVISED CONTRACT TOTAL

\$

**ACCEPTED** — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance \_\_\_\_\_

Signature \_\_\_\_\_  
(OWNER)

# PROPOSED CHANGE ORDER

## Valley Electrical Contractors

Po Box 461  
Oswego, IL 60543  
Telephone: 630-554-6200  
Fax: 630-554-5543

CCN # 10179-44  
CCN Date 4/11/2023  
Date: 4/19/2023  
Project Name: Yorkville City Hall and Police Station  
Project Number: 10179  
Page Number: 1

Client Address:

## Lite Construction

Contact: Tim Campbell  
711 S. Lake St  
Montgomery, IL 60538  
Telephone: 630-896-7220  
Contact: Tim Campbell

## Work Description

We reserve the right to correct this quote for errors and omissions.

This change order is for installing 2 additional exit signs per PR044.

## Itemized Breakdown

Description	Qty
EX1 - Single Face	1
EX1 - Double Face	1
1/2" EMT	40
1/2" EMT DC SS CONN	4
1/2" EMT DC SS CPLG	4
1/2" MINRLAC W/BOLT 0-B	4
#12 THHN	140
4x2-1/8" SQ BOX 3/4" KO	2
4" SQ BLANK COVER	2
3/C #14 6' FIXTURE WHIP	2
<b>Totals</b>	<b>200</b>

## Summary

General Materials		161.32
LIGHTING FIXTURES		663.32
Material Overhead	(@ 10.000 %)	82.46
Material Markup	(@ 5.000 %)	45.36
<b>Material Total</b>		<b>952.46</b>
JOURNEYMAN	(6.01 Hrs @ \$137.00)	823.37
Final Adjustment		-0.83
<b>Final Amount</b>		<b>\$1,775.00</b>

ORIGINAL





# AIA® Document G709™ – 2018

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## Proposal Request

**PROJECT:** *(name and address)*  
City Hall & Police Facility Renovation  
651 Prairie Point Dr. Yorkville, IL

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: March 8, 2022

Architect's Project Number: 21-364  
Proposal Request Number: 044  
Proposal Request Date: 04/19/2023

**OWNER:** *(name and address)*  
United City of Yorkville  
800 Game Farm Rd. Yorkville, IL

**ARCHITECT:** *(name and address)*  
Cordogan Clark & Associates  
960 Ridgeway Ave. Aurora, IL

**CONTRACTOR:** *(name and address)*  
Lite Construction, Inc.  
711 S. Lake St. Montgomery, IL

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

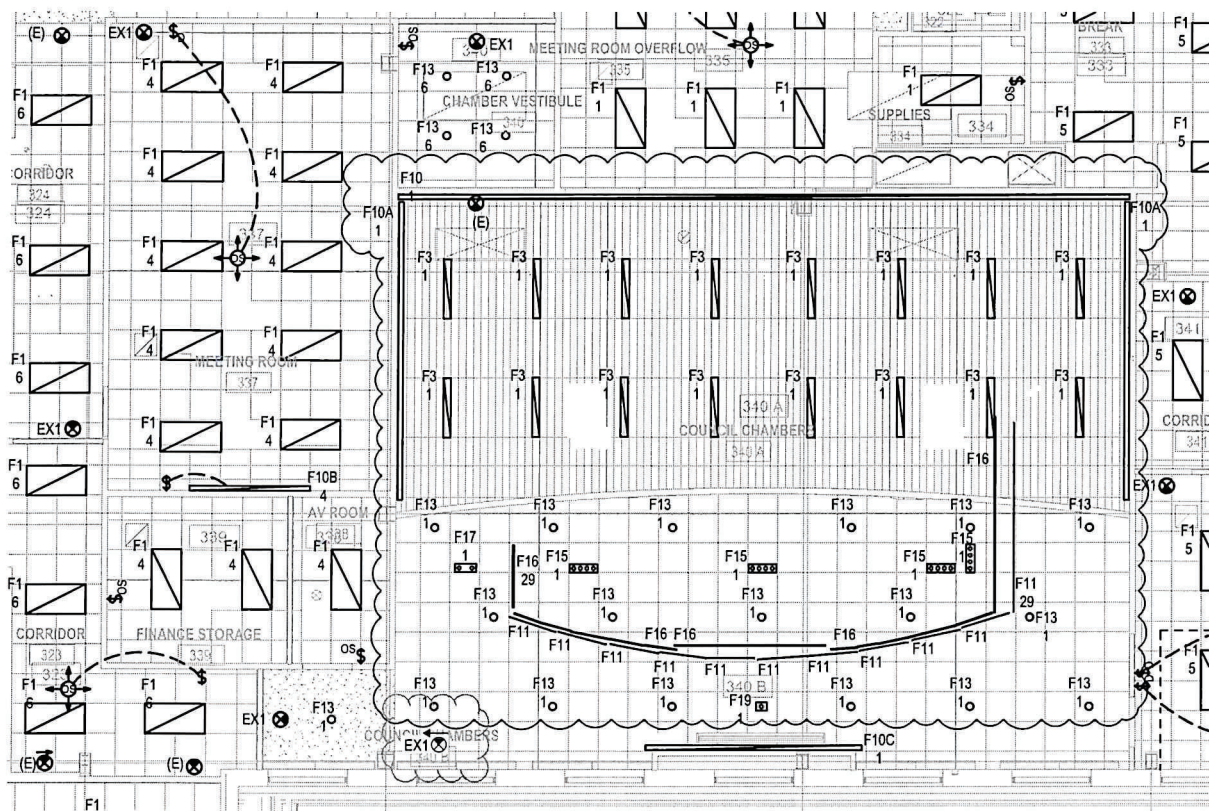
The following items were requested by City of Yorkville Fire Marshall per email 04/13/2023.

In Open Office 222 at door 222, provide EX1 type double sided directional arrow exit sign, pointing towards Major Case/ Work Area 227. In Council Chambers 340 B, provide EX1 type directional arrow exit sign, pointing toward door 340D. Refer to attached sketch for locations. Provide all wiring and conduit required to complete scope of work.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**REQUESTED BY THE ARCHITECT:**

Lauren Kiley Architectural Designer  
**PRINTED NAME AND TITLE**





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

Agenda Item Number

Mayor's Report #13

Tracking Number

CC 2021-38

### Agenda Item Summary Memo

**Title:** Water Study Update

**Meeting and Date:** City Council – May 9, 2023

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational  
\_\_\_\_\_

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_