



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, February 26, 2019
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:	<u>WARD I</u>	<u>WARD II</u>	<u>WARD III</u>	<u>WARD IV</u>
	Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Seaver Tarulis
	Ken Koch	Arden Joe Plocher	Joel Frieders	Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2019-10 Water Department Reports for October, November and December 2018
2. PW 2019-12 Windett Ridge Bond Release – *authorize the release of the maintenance bond (Lexon Insurance Co. #1155514 in the amount of \$66,478.00)*
3. ADM 2018-95 Resolution Approving a Professional Services Agreement with American Tire and Automotive for City Fleet Maintenance Services – *authorize the Mayor and City Clerk to execute*
4. ADM 2019-02 Monthly Treasurer's Report for November 2018, December 2018 and January 2019
5. ADM 2019-06 Enterprise Resource Planning (ERP) RFP – *authorize staff to issue a request for proposal for an Enterprise Resource Planning (ERP) System.*
6. ADM 2019-08 Disposal of Surplus Property Authorization – Conference Room Table – *authorize staff to dispose of the city hall conference room table through auction, online transaction, donation to a non-profit organization, local taxing district or other shared services municipality.*

Minutes for Approval:

1. Minutes of the Special City Council – January 29, 2019

Bills for Payment (Informational): \$1,487,871.41

Mayor's Report:

1. CC 2019-03 Resolution Accepting BSN Sports, LLC's Bid to Provide 2019 Youth Baseball & Softball League Uniforms and Equipment
2. CC 2019-10 Sealed Bid Results/Approval – Sale of Police Vehicle
3. CC 2019-11 Ordinance Providing for the Issuance of United City of Yorkville, Kendall County, Illinois Special Service Area Number 2003-101 Special Tax Refunding Bonds, Series 2019

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2018-87 Ordinance Approving a Third Amendment to the Annexation Agreement and Planned Unit Development Agreement (Grande Reserve Subdivision)
2. EDC 2019-16 Resolution Approving a Professional Services Agreement with Houseal Lavigne Associates, Inc. (Contract Award for Unified Development Ordinance)
3. EDC 2019-18 Ordinance Establishing Time Limits for Parking on West Van Emmon Street

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2019-01 Ordinance Approving the Final Plat of the Boombah Resubdivision
2. PZC 2019-02 Ordinance Amending the Yorkville Zoning Ordinance by Allowing Massage Establishments into the Office Zoning District
3. PZC 2019-04 Kane County – 9 S. 661 Jeter Road (Rezone) 1.5 Mile Review
4. PZC 2019-07 Ordinance Approving the Neighborhood Design Manual for the United City of Yorkville Traditional Neighborhood Area

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

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.

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: March 20, 2019 – 6:00 p.m. – City Hall Conference Room

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

ECONOMIC DEVELOPMENT: March 5, 2019 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC SAFETY: April 4, 2019 – 6:30 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Colosimo	Police	School District
Vice-Chairman: Alderman Tarulis		
Committee: Alderman Plocher		
Committee: Alderman Funkhouser		

PUBLIC WORKS: March 19, 2019 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, February 26, 2019
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARING:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. PW 2019-10 Water Department Reports for October, November and December 2018

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

2. PW 2019-12 Windett Ridge Bond Release

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

3. ADM 2018-95 Resolution Approving a Professional Services Agreement with American Tire and Automotive for City Fleet Maintenance Services

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

4. ADM 2019-02 Monthly Treasurer's Report for November 2018, December 2018 and January 2019

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

Removed _____

Notes _____

5. ADM 2019-06 Enterprise Resource Planning (ERP) RFP

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

Removed _____

Notes _____

6. ADM 2019-08 Disposal of Surplus Property Authorization – Conference Room Table

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

Removed _____

Notes _____

MINUTES FOR APPROVAL:

1. Minutes of the Special City Council – January 29, 2019

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

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

 Notes _____

MAYOR'S REPORT:

1. CC 2019-03 Resolution Accepting BSN Sports, LLC's Bid to Provide 2019 Youth Baseball & Softball League Uniforms and Equipment

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

2. CC 2019-10 Sealed Bid Results/Approval – Sale of Police Vehicle

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. CC 2019-11 Ordinance Providing for the Issuance of United City of Yorkville, Kendall County, Illinois
Special Service Area Number 2003-101 Special Tax Refunding Bonds, Series 2019

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2018-87 Ordinance Approving a Third Amendment to the Annexation Agreement and Planned Unit
Development Agreement (Grande Reserve Subdivision)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. EDC 2019-16 Resolution Approving a Professional Services Agreement with Houseal Lavigne Associates, Inc. (Contract Award for Unified Development Ordinance)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. EDC 2019-18 Ordinance Establishing Time Limits for Parking on West Van Emmon Street

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2019-01 Ordinance Approving the Final Plat of the Boombah Resubdivision

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PZC 2019-02 Ordinance Amending the Yorkville Zoning Ordinance by Allowing Massage Establishments into the Office Zoning District

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

Removed _____

Notes _____

3. PZC 2019-04 Kane County – 9 S. 661 Jeter Road (Rezone) 1.5 Mile Review

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

Removed _____

Notes _____

4. PZC 2019-07 Ordinance Approving the Neighborhood Design Manual for the United City of Yorkville Traditional Neighborhood Area

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

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2019-10

Agenda Item Summary Memo

Title: Water Department Reports for October, November and December 2018

Meeting and Date: City Council – February 26, 2019

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: PW 2/19/19 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2019-10

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville WATER DEPARTMENT REPORT

OCTOBER 2018
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3				Abandoned
4	1386	664	384	17,010,000
7	1527	1125	563	7,838,000
8	1375	840	490	11,078,000
9	1353	867	522	11,427,000
TOTAL TREATED				43,261,000

CURRENT MONTH'S PUMPAGE IS 8,445,000 GALLONS **LESS THAN LAST MONTH**

1,065,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,528,000 GALLONS

DAILY MAXIMUM PUMPED: 2,266,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 77.53 GALLONS

WATER TREATMENT:

CHLORINE: 1,647 LBS. FED

CALCULATED CONCENTRATION: 4.56 MG/L

FLUORIDE 220 LBS. FED

CALCULATED CONCENTRATION: 0.11 MG/L

POLYPHOSPHATE: 1,227 LBS. FED

CALCULATED CONCENTRATION: 1.19 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: SAMPLES TAKEN

CONCENTRATION: MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED:
MXU'S:

NUMBER OF LEAKS OR BREAKS REPAIRED:
BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2019-12

Agenda Item Summary Memo

Title: Windett Ridge

Meeting and Date: City Council – February 26, 2019

Synopsis: Subdivision Bond Release

Council Action Previously Taken:

Date of Action: PW 02-19-19 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2019-12

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 4, 2019
Subject: Windett Ridge

The one-year warranty period for the improvements previously accepted in Windett Ridge has expired.

The developer has completed all outstanding items noted in our December 14, 2018 punchlist letter with the exception of the shared use path repair. In lieu of making the repairs, the developer has offered to provide the City cash in the amount of \$3,812.50 so that City staff can make the repairs. This is acceptable to City staff.

Once the payment has been received, we are in support of releasing the maintenance bond (Lexon Insurance Co. #1155514) in the amount of \$66,478.00.

If you have any questions or require additional information, please let us know.

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That CalAtlantic Homes
as **Principal**, hereinafter called Contractor

and Lexon Insurance Company
as **Surety**, hereinafter called Surety,
are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation,
800 Game Farm Road, Yorkville, Illinois, 60560, as **Obligee**, hereinafter called City, in the penal
sum of Sixty Six Thousand Four Hundred * (\$ 66,478.00), for payment whereof
Contractor and Surety bind themselves, and their respective heirs, executors, administrators,
successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a
subdivision commonly known as Windett Ridge
and as more particularly described and designated on the plat of said property, said plat being
incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and
specifications on file with the City and the City's Subdivision Control Ordinance, both made a
part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to
Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the
Contractor to post with the City this bond in the amount of ten percent of the improvements to
guarantee the maintenance and performance of the improvements to properly function as
designed and to remain free of defects in material, workmanship and installation for a period of
one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform
the obligations in accordance with the ordinances, standards and requirements of the City and
shall fully indemnify and save harmless the City from all cost and damage which the City may
suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then
this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is
responsible and shall specify in said notice a period of time in which Principal shall have to
correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects,
within the time specified, the Surety, upon 30 days certified mail notice to the address above

from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 15th day of December, 2017.

Principal
CalAtlantic Homes

By: M. L. [Signature] OIR v.1.

Surety:
Lexon Insurance Company

By: [Signature]
Kelly A. Gardner, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

LX- 309165

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint James I Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotta, Diane Rubright, Tiffany Cunniff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$8,000,000 Eight Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 15th Day of December, 2017.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



December 14, 2018

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: *Windett Ridge Subdivision – Punch List
United City of Yorkville
Kendall County, Illinois***

Krysti:

Representatives of Engineering Enterprises, Inc. (EEI) performed a punch list inspection for the status of the one-year maintenance period for the above referenced project. Our comments are as follows:

General

1. All punchlist items associated with the north and south storm water management basins are satisfied. Encap on behalf of the City, conducted a recent field visit on the south basin and has recommended acceptance of the basin. Their report is attached.

The HOA should plan to maintain beginning in 2019.

2. EEI staff field inspected and video recorded the condition of the limestone path on November 15, 2018. As of the visit, all items associated with the path are now complete.

The HOA should plan to maintain beginning in 2019.

Water

2. The b-box at 601 Windett Ridge Road should be raised to grade and the area restored.

Roadway

3. The street light at Caulfield Point Island has minor cracks at the base and should be replaced.
4. The sidewalk at 642 Kentshire Drive has one square that has been severely damaged and should be replaced (See attached Picture).
5. The following addresses had sidewalk removal and replacement and should to be backfilled along the sidewalk and parkway and restored with seed, fertilizer and hydro mulch: 2551 Fairfax Way, 591 Windett Ridge Road.

Shared Use Path

6. The paved shared use trail south of Fairfax Way is in poor condition and needs to be replaced.

The one-year maintenance period was set to expire on October 24th of this year. The work as noted above is not complete. The developer should provide us with a schedule to complete the remaining work.

If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Mr. Tim Evans, Director Parks & Recreation (via e-mail)
Ms. Lisa Pickering, Deputy Clerk (via e-mail)
Ms. Kathleen Field Orr, City Attorney (via e-mail)
Mr. Gregory Neumann, Lennar (via e-mail)
Mr. Al Eriksson, Lennar (via e-mail)
Ms. Kelly Gardner, Lexon Insurance Company
JAM, NLS EEI (via e-mail)



601 WINDETT RIDGE B-BOX TO
BE RAISED TO GRADE



CRACKED STREET LIGHT
POLE AT CAULFIELD POINT



DAMAGED SIDEWALK AT
642 KENTSHIRE DRIVE TO BE
REMOVED AND REPLACED



2551 FAIRFAX WAY TO BE
BACKFILLED AND RESTORED



591 WINDETT RIDGE WAY TO
BE BACKFILLED AND
RESTORED



HMA SHARED USE PATH –
SOUTH OF FAIRFAX WAY



HMA SHARED USE PATH –
SOUTH OF FAIRFAX WAY



HMA SHARED USE PATH –
SOUTH OF FAIRFAX WAY

December 4, 2018

United City of Yorkville
c/o Nadia Simek, P.E.
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

RE: Windett Ridge Naturalized Basin Punchlist Items

Dear Ms. Simek,

ENCAP, Inc. was requested to review to-date monitoring reports, 2018 growing season photos and existing site conditions for the naturalized basin located within the Windett Ridge community, Yorkville, Illinois. ENCAP, Inc. issued a punchlist on October 11, 2017 detailing the items necessary to complete prior to turnover. A review of these items based on a review of materials to-date is below:

- Reed canary grass (*Phalaris arundinacea*) is a highly invasive species that is present throughout the basin. The ideal time to treat this species is in the Spring before it is allowed to set seed. It appears that some action may have been taken regarding this species, however treatments will be required in Spring of 2018. The vegetative coverage and effectiveness of treatment will be evaluated after the Spring treatments have occurred.
Treatment of this species occurred during the 2018 growing season per monitoring reports and growing season photographs from Down to Earth Environmental (DTEE).
- Considerable stands of common reed (*Phragmites australis*) have established around the basin and appear to have received treatment since the September site inspection. Follow-up treatment of this species through selective spraying and wicking will be necessary during the 2018 growing season. Care should be taken to conserve desirable vegetation surrounding some stands of common reed.
Treatment of this species occurred during the 2018 growing season per monitoring reports from DTEE. Follow-up treatment of this species will be critical in the long-term management program.
- Cattail (*Typha* spp.) have received partial treatment, and should continue to receive follow-up treatment during the 2018 growing season.
Treatment of this species occurred during the 2018 growing season per monitoring reports from DTEE. Follow-up treatment to prevent this species from becoming dominant may be necessary within the long-term management period.
- A majority of sandbar willow (*Salix interior*) has been cut and treated, but this species will continue to be a management target in the 2018 growing season. At the time of the inspection, several instances of small sandbar willow specimens were evident.
Treatment of this species occurred during the 2018 growing season per monitoring reports from DTEE. Follow-up treatment of this species will likely be necessary during the long-term management program.

December 4, 2018

- Stands of black locust (*Robinia pseudoacacia*) stands have been removed, with a few remaining small specimens throughout the basin. This species should continue to be addressed during the 2018 growing season.
Treatment of this species occurred during the 2018 growing season per monitoring reports from DTEE. Follow-up treatment of this species will likely be necessary during the long-term management program.
- Non-native perennial species, in particular Teasel (*Dipsacus* spp.) have become prevalent in some areas of the basin. These should be targeted with broadleaf-specific herbicide. As this species has already set seed, follow-up will likely be necessary in 2018.
Treatment of this species occurred during the 2018 growing season per monitoring reports from DTEE. Follow-up treatment of this species will be critical in the long-term management program.
- Bare areas resulting from extensive woody clearing or invasive treatment shall be over-seeded with an appropriate seed mix following a prescribed burn currently planned for Spring of 2018.
According to reports from DTEE, the areas in question have received supplemental seeding as prescribed.

In addition to vegetative coverage and dominance of non-native versus native, desirable species; the Windett Ridge naturalized areas are also evaluated based on the presence of quality native species found within the basin. These species lists are utilized to formulate the Floristic Quality Index (FQI) of the site. Per performance criteria specified in the monitoring report, the natural areas must have a combined FQI of 20 or greater to satisfy the criteria. ENCAP, Inc. has reviewed the inventory lists included in the 2018 monitoring report prepared by Down to Earth Environmental, Inc. and is in concurrence with the species located on-site. The corresponding FQI of the natural areas at the time of this report are 18.8 for the aquatic/emergent area (open water), 23.5 for the Wet Meadow areas, and 24.0 for the Upland Buffer (Pond Slope) areas. Per the data provided, this criterion is considered to be met.

ENCAP, Inc., on behalf of EEI and the City of Yorkville, has determined based on the provided documentation, that items have been completed as appropriate to facilitate turnover to the Homeowners Association (HOA). It is highly recommended that a long-term management contract be pursued by the HOA once turnover occurs as the site will continue to need invasive species management services to continue to perform as designed. Long-term management activities should include spot herbicide application and mowing as necessary at a minimum of 2-3 treatments per growing season. Prescribed burning should also continue under the long-term management program every 3-5 years or as necessary to maintain the site.

If you should have any questions regarding this information, please feel free to contact me at (815) 748-4500 or sdedina@encapinc.net.

Sincerely,
ENCAP, Inc.



Samantha DeDina
Natural Areas Maintenance Superintendent/ Ecologist
ISA Certified Arborist #IL-9544A



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

Agenda Item Number

Consent Agenda #3

Tracking Number

ADM 2018-95

Agenda Item Summary Memo

Title: Purchasing Decisions and Professional Services Agreement w/ American Tire and Automotive

Meeting and Date: City Council – February 26, 2019

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM 02-20-19 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-95

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Erin Willrett, Assistant City Administrator
Date: February 20, 2019
Subject: Purchasing Decisions Follow-up

Summary

Follow-up discussion of the purchasing decisions.

Background

During the November 20, 2018 meeting, I explained the process of review for the current purchasing policies and procedures. Local preference was discussed and it was detailed that it would not apply to the City, because it is not a home-rule community. Language would be inserted in the updated policies and procedures to include that purchasing local would be highly recommended.

Update

Since the November 2018 meeting, the purchasing policy has been drafted and is currently in staff review. It will be brought back to the Administration Committee for a detailed review when completed.



Memorandum

To: Administrative Committee
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Erin Willrett, Assistant City Administrator
Date: February 20, 2019
Subject: Police Fleet Maintenance Discussion – American Tire and Automotive Contract Approval

Summary

Discussion of the purchasing decisions regarding police department fleet maintenance.

Background

On November 1, 2018, Alderman Funkhouser requested a discussion surrounding the purchasing decisions of the City at the November 20, 2018, Administration Committee meeting. During this meeting, I explained the process of review for the current purchasing policies and procedures. This review consisted of seeking other quotes to analyze the current pricing the police department is currently receiving.

On November 19, 2018, 30 packets (Exhibit B) were sent to surrounding auto repair shops (Exhibit A) requesting pricing information. A total of ten (10) auto repair shops have responded that are interested in the City's fleet maintenance (Exhibit C).

From May 2018 through December 2018, a total of \$14,631.00 was spent on fleet maintenance, when one includes travel that increases the total to \$21,408.10. By moving the repairs to a local facility, the total services costs would be reduced significantly. By incorporating the pricing received from American Tire and Automotive, the total costs for this same date range for the same services received would be \$11,225.59, and when incorporating the travel time, the total would be \$11,934.91. This is a total savings overall of 44%.

The amount of administrative costs spent on this analysis was well over 25 hours over a period of four (4) months (est. \$900) was well worth it considering the amount of cost savings in the end. In 6 months, I will provide another follow-up to the savings and at this time discuss the option to move all City Fleet (Public Works and Parks and Recreation) to American Tire and Automotive for the duration of the contract, if approved.

Recommendation

Staff evaluated which vendor would best suit the City's needs based on pricing, reference checks, and capacity. The recommendation is for the City to enter into a contract with American Tire and Automotive for Fleet Maintenance Services for the Police Department. Staff will continue to look into adding the remaining City fleet onto this contract.

Attachments

- Exhibit A
- Exhibit B
- Exhibit C
- Resolution
- Contract with American Tire and Automotive

EXHIBITA

Business Name	Address	City/State/Zip	Phone #
Allied Automotive	1207 Badger St #B	Yorkville, IL 60560	630-553-2250
Al's Car Care	1201 N Bridge St Unit B	Yorkville, IL 60560	630-553-5993
Automotive Specialists	208 Wolf St	Yorkville, IL 60560	630-553-0397
Bartel's Auto Clinic	2015 Wiesbrook Dr	Oswego, IL 60543	630-518-4692
Bridge Street Automotive	802 S Bridge St	Yorkville, IL 60560	630-385-2491
BSG Automotive	181 Commercial Dr Unit B	Yorkville, IL 60560	630-687-1207
Crow's Auto Repair	324 W South St	Plano, IL 60545	630-273-2120
Dempsey Dodge Chrysler Jeep Ram of Plano	1000 US-34	Plano, IL 60545	630-552-7688
Douglas Auto Repair Inc	10138 Bode St	Plainfield, IL 60585	630-904-6300
DRC Automotive	2450 Cannonball Trail	Bristol, IL 60512	630-385-2847
Firestone Complete Auto Care	2121 Orchard Rd	Montgomery, IL 60538	630-618-2287
Gjovik Chevrolet Buick GMC Service	2780 E Church St	Sandwich, IL 60548	630-552-3422
Harry's Auto Services	59 Stone Hill Rd	Oswego, IL 60543	630-554-8554
Jim's Auto repair & Service	1062 W Church St	Sandwich, IL 60548	815-786-8887
Keith's Car Care	78 Stone Hill Rd	Oswego, IL 60543	630-554-8911
Kendall County Repair	599 Ottawa Rd	Newark, IL 60541	815-695-5200
Lyle's Automotive	118 E South St	Plano, IL 60545	630-273-2052
Merlin 200,000 Miles Shop	102 Beaver St	Yorkville, IL 60560	630-553-5666
Midas	224 US-34	Yorkville, IL 60560	630-882-0681
Performance Auto & Truck Center	25449 W Ruff St	Plainfield, IL 60585	630-992-7307
Pit Stop Garage	9941 IL-47	Yorkville, IL 60560	630-882-8700
Precision Automotive	428 E South St	Plano, IL 60545	630-552-8072
Rick's Auto Repair Center	15456 US-34 B	Plano, IL 60545	630-552-8050
River View Ford	2200 US-30	Oswego, IL 60543	630-405-5700
RJ Automotive	16 S Cherry Dr	Oswego, IL 60543	630-554-2920
Roberts Auto Service Inc	5000 IL-71	Oswego, IL 60543	630-554-8300
S & S Automotive	5 Commerce Rd	Oswego, IL 60543	630-844-1463
Suburban Tire Auto Repair Centers	3412 Orchard Rd	Oswego, IL 60543	630-554-5000
Tuffy Auto Services Center	456 E Veterans Pkwy	Yorkville, IL 60560	630-553-9311
Yorkville's Best Service Station Inc	203 Morgan St	Yorkville, IL 60560	630-884-4400

EXHIBIT B



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

December 12, 2018

«Business_Name»
«Address»
«CityStateZip»

RE: Fleet Maintenance Pricing

Dear Business Owner:

The United City of Yorkville is requesting proposals for the repair and servicing of, but not limited to, the United City of Yorkville Police Department Fleet. While it is the intent of this contract to be full service, the following are not authorized: body work, painting, or service/parts for City employee owned vehicles.

All services will be performed in accordance with best industry practices and all parts installed will be genuine, original manufacturer, or equal. If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state this fact. Vendor will return or provide inspection of all replaced parts. Service/parts guarantees, and warranties shall be stated therein.

The Police Department has a fleet of twenty-two (22) gas operated vehicles. Approximately eighteen (18) of these vehicles are pursuit vehicles which operate 24 hours per day, seven days per week. These vehicles are driven approximately 36,000 miles per year. It is essential that they be serviced on a priority basis to insure minimum time out of service. The remainder of the fleet which includes other administration and undercover vehicles are driven an average of 12,000 miles or less per year and would need less service calls per year.

The current fleet of Police vehicles is as follows:

Quantity	Year	Model
1	2003	GMC Yukon
1	2011	Ford Crown Victoria
1	2013	Chevrolet Impala
2	2013	Chevrolet Tahoe
2	2014	Chevrolet Caprice
1	2015	Chevrolet Impala
2	2015	Chevrolet Tahoe
12	2016	Chevrolet Impala

The City requests reports advising of the following data:

- Frequency of service intervals by miles and period.
- Track and provide report of past and present history of service by vehicle and user department.
- Upon completion provide invoice with each vehicle serviced and/or repaired.

The City also requires that the personnel shall be professional technicians and have the experience and capability to provide all required services. The facility shall have the capability of providing all required services. Requirements shall also include garaging the City's vehicles within the garage during non-business hours.

If you qualify under these terms and are interested in servicing the United City of Yorkville's Police Department Fleet. Please complete the attachments of the letter and return to the City no later than Monday, November 19, 2018 at 3:00 p.m.

The packages can be addressed to:

United City of Yorkville
Police Department Fleet Maintenance
Attn: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Information can also be delivered Monday thru Friday, 8:00 A.M. to 4:30 P.M. at Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560.

If you have any questions regarding this request, please contact me directly at cparker@yorkville.il.us or 630-746-0871.

Best Regards,

Carri J. Parker
Purchasing Manager

ATTACHMENT 1: PRICING SHEET

Bidding Company Name: _____

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

SERVICE	PRICE
Shop Hourly Labor Rate	
Minimum Labor Charge	
Stall Hourly Fees	
Lift Hourly Fees	
Basic LOF (see below)	
Oil Change (includes Labor, Oil (5 qts) & Filter)	
Tire Rotation/Balance	
Tire Mount/Balance	
Tire Repair (plug)	
Alignment	
A/C System Charging	
Freon (R-134 per pound)	
Battery Charge	
Battery/Alternator Test	
Battery Replacement	
Brake Inspection (4 wheels)	
Brake Job (per axle)	
Brake System Flush (includes fluid)	
Electrical Check	
Diagnostics (Computer Scan)	
Radiator Flush	
Transmission Service	

BASIC LOF REQUIREMENTS

Basic LOF (Lube, Oil, Filter) Services to be performed:

For the flat fee identified for the Basic LOF, vendor will perform on City of Yorkville Police vehicles all items listed below. Such service will be routinely completed within thirty (30) minutes of vehicle arrival during vendor's normal hours of operation. Reservations will not be required. All services performed/parts supplied to meet or exceed original equipment manufacturer's warranty requirements:

- Drain oil and refill with up to 5 quarts of premium quality oil
- Install new top-quality oil filter
- Lubricate chassis
- Inflate tires to proper pressure and check for foreign objects
- Refill any low fluids (* identified below)

The following items are checked only:

- Battery
- Radiator*
- Transmission*
- Differential
- Brakes*
- Power Steering*
- Windshield Washer with antifreeze protected solution*
- Check air filter and PCV valve
- Check Wiper Blades
- Check head/tail lights

ATTACHMENT 2: BUSINESS DATA

1. Indicate the length of time your firm has been in business providing this type of service:

_____ Years _____ Months

2. How many of the following do you have?

of Employees _____

of Bays _____

of Lifts _____

3. Are you and your employees willing to do a background check?
4. What certifications do your personnel/employees possess?
5. What, if any, certifications have been issued to your facility?
6. Are there any types of vehicles you cannot accommodate? If yes, please specify/list type(s).
7. Do you have towing capabilities? If so, please provide the price and type of equipment you have.
8. If the vehicle were to have to be kept overnight, do you have the capability to provide indoor storage and security of the vehicle and its equipment?

ATTACHMENT 3: REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Dates of Service

Reference No. 2

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Dates of Service

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

If additional sheets are needed, please make copies.

2018 Fleet Maintenance Analysis - Police	Al's Care Care Inc	American Tire & Automotive	Automotive Specialties	Bridge Street Automotive & Transmission	Crow's Auto Repair	Dave's Auto Inc.	Midas Auto Service Experts	Pit Stop Garage	Tuffy Auto Service Center	Yorkville's Best
	1201 N Bridge St. Yorkville 630-553-5993	1213 S Bridge St. Yorkville 630-882-9680	208 Wolf St. Yorkville 630-553-0397	802 S. Bridge St. Yorkville 630-385-2491	324 W South St. Plano 630-273-2120	14270 Fennel Rd. Newark 815-695-5512	224 Route 34 Yorkville 630-553-9355	9941 IL-47 Yorkville 630-882-8700	456 E Veterans Pkwy Yorkville 630-553-9311	203 Morgan St. Yorkville 630-884-4400
Basic Info										
Distance (miles/roundtrip)	2	4	4	3	10	28.4	2	12	3	3
Distance (minutes/roundtrip)	8	10	10	9	20	42	8	18	9	9
Vehicle Cost (\$1.59/mile)	\$ 3.18	\$ 6.36	\$ 6.36	\$ 4.77	\$ 15.90	\$ 45.16	\$ 3.18	\$ 19.08	\$ 4.77	\$ 4.77
Labor Cost (\$23.50/hour)	\$ 3.13	\$ 3.92	\$ 3.92	\$ 3.53	\$ 7.83	\$ 16.45	\$ 3.13	\$ 7.05	\$ 3.53	\$ 3.53
Total Transportation Cost	\$ 6.31	\$ 10.28	\$ 10.28	\$ 8.30	\$ 23.73	\$ 61.61	\$ 6.31	\$ 26.13	\$ 8.30	\$ 8.30

Quote Received By:	PD Quote	Emailed	Mailing	Mailing	Mailing	PD Hand Delivered	PD Quote	Mailing	Mailing	Mailing
Services										
Shop Hourly Labor Rate	\$88.50	\$70.00	\$99.00	\$99.00	\$90.00	\$100.00		\$95.00	\$100.00	\$100.00
Minimum Labor Charge	N/A	N/A	\$49.50	\$49.50	\$45.00	\$20.00		\$75.00	N/A	\$10.00
Stall Hourly Fees	N/A	N/A	\$99.00	N/A	N/A	\$100.00		N/A	N/A	N/A
Lift Hourly Fees	N/A	N/A	\$99.00	N/A	N/A	\$100.00		N/A	N/A	N/A
Basic LOF (see second tab) - Standard	N/A	\$29.99	\$48.40 (standard)	\$29.95 (standard)	\$24.99 (standard)	\$55-\$65		\$33.00	\$31.95	\$30 (semi-synthetic)
Basic LOF (see second tab) - Synthetic	\$56.82	\$39.99	\$67.50 (synthetic blend)	\$44.95 (Synthetic)	\$49.00 (synthetic)	\$75-\$95	\$48.99	\$33.00	\$53.95	\$65-\$75 (synthetic)
Tire Rotation/Balance	\$15.00	\$49.99 (4)	\$19.95/\$20.00	\$15.00	\$14.99	\$35.00	\$10.00	\$0.00	\$10/\$10	\$10/\$10
Tire Mount/Balance	N/A	\$15.99	\$25.00/tire	Flat Rate	\$22.50	\$35.00	\$80.00	N/A	\$25.00	\$5/\$5
Tire Repair (plug)	N/A	\$20.00	\$20.00	Flat Rate	\$12.64	\$25.00		\$8.00	\$25.00	\$10.00
Alignment	N/A	\$19.99	\$89.95	\$79.95	\$79.00	N/A		\$65.00	\$100.00	N/A
A/C System Charging	\$97.35	\$19.99	\$99.00	\$99.00	\$75.00	\$65.00	\$110.00	\$55.00	\$134.95	\$79.99
Freon (R-134 per pound)	\$19.25	\$10.00	\$14.00	\$13.00	\$11.99	\$25.00	\$17.00	\$30.00	\$40.00	\$9.99
Battery Charge	N/A	\$0.00	\$49.50	\$0.00	\$10.00	\$20.00	\$155.14	\$0.00	\$0.00	\$10.00
Battery/Alternator Test	N/A	\$0.00	\$49.50	\$29.70	\$0.00	\$20.00		\$0.00	\$0.00	\$0.00
Battery Replacement	N/A	\$150.00	\$99.00	Depends on Vehicle	Depends on Vehicle	\$60.00		\$0.00	\$251.38	\$129-\$159.99
Brake Inspection (4 wheels)	N/A	\$0.00	\$49.50	Free with service	\$29.95	Free with service		\$0.00	\$0.00	\$0.00
Brake Job (does not include parts)	\$132.75	\$300.00	\$250.00	\$99.00	Depends on Vehicle	\$225.00		\$45.00	\$317.99-\$351.99	\$120.00
Brake System Flush (includes fluid)	N/A	\$59.99	\$75.00	\$69.95	\$69.96	N/A		\$65.00	\$89.95	\$75-\$100
Coolant Flush	\$99.88	\$79.99	\$99.00 + \$33/gal.	\$149.99	\$69.00	\$50.00		\$85.00	\$89.95	\$80-\$100
Electrical Check	N/A	\$0.00	\$99.00	\$99.00	N/A	\$20.00		\$45.00	\$0.00	\$100.00
Diagnostics (Computer Scan)	N/A	\$35.00	\$99.00	\$49.50	\$60.00	\$0.00		\$0.00	\$0.00	\$0.00
Transmission Service	N/A	\$99.99	\$99.00 + \$12/qt.	\$159.99-\$199.99	\$149.95-\$174.95	\$230-\$355		\$110.00	\$169.95	\$200.00
Score	0	9	0	2	2	3	0	7	5	5
Questions										
1. Indicate the length of time your firm has been in business providing this type of service:										
Years			35	2	4	33		6	11	5
Months		6	6	3	5	0		5	4	6
2. How many of the following do you have?										
# of Employees		3	6	2	5	2		2	3	2
# of Bays		5	6	2	6	6		2	6	3
# of Lifts		4	5	2	6	4		2	6	3
3. Are you and your employees willing to do a background check?		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
4. What certifications do your personnel/employees possess?		ASE, AAP	ASE, Car	No certifications	Varies	ASE		Master Cert 1	A/C, Emissions	A/C, Brake, Engine, Transmission, Electrical
5. What, if any, certifications have been issued to your facility?		N/A	N/A	N/A	N/A	Napa Auto Care Center		No	No	Currently in process
6. Are there any types of vehicles you cannot accommodate? If yes, please specify/list type(s).		N/A	N/A	Over 9,000 lbs.	Box Trucks	No		Over 10,000 lbs.	No	No Electric vehicles
7. Do you have towing capabilities? If so, please provide the price and type of equipment you have.		No	Yes, \$65.00 (10 miles)	Sublet, Grant Towing	Sublet, Axle Towing	No		No	No	Currently in process
8. If the vehicle were to have to be kept overnight, do you have the capability to provide indoor storage and security of the vehicle and its equipment?		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
AMERICAN TIRE AND AUTOMOTIVE FOR CITY FLEET MAINTENACE SERVICES.**

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

WHEREAS, after a thorough review of quotes received and a determination as to the qualifications of the bidders, it has been determined that American Tire and Automotive is the lowest responsible bidder.

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

Section 1: That the *Professional Services Agreement*, between the City and American Tire and Automotive attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 2: 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 26th day of February, 2019.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 26th day of February, 2019.

Mayor

UNITED CITY OF YORKVILLE

***PROFESSIONAL SERVICES AGREEMENT
FOR VEHICLE MAINTENANCE SERVICES***

THIS PROFESSIONAL SERVICES AGREEMENT (the “AGREEMENT”) is made and entered into on this 22nd day of January 2019, by and between the United City of Yorkville (CITY) and American Tire and Automotive, (CONTRACTOR) for services set forth in Exhibit A (“Services”).

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. BACKGROUND:

The City is seeking a company to perform high quality at low cost automotive maintenance services for its municipal vehicles beginning on March 1, 2019.

SECTION 2. NOTICES:

All notices, notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

United City of Yorkville
Attn: Bart Olson, City Administrator
800 Game Farm Rd
Yorkville, IL 60560
(630) 553-4350

American Tire and Automotive
Attn: Brandon Jones
1213 S. Bridge St.
Yorkville, IL 60560
(630) 882-9680

SECTION 3. CONTRACT TERM:

The term of this Agreement will begin on March 1, 2019 through April 30, 2020, with the option for renewal at the discretion of the City not to exceed a total of three (3) years. Both parties agree to follow the termination procedure outlined in Section 10.1.

SECTION 4. FEE SCHEDULE AND PAYMENTS:

The City shall pay the CONTRACTOR for the services performed or furnished, based upon the CONTRACTORS’S fees outlined in Exhibit B.

The CONTRACTOR may submit invoices for payment at the address set forth above, together with reasonable supporting documentation for services rendered, The CITY may require such additional supporting documentation as they reasonably deem necessary or desirable. Payments

shall be due and owing by the CITY in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

SECTION 5. CONTRACTOR'S RESPONSIBILITY:

CONTRACTOR shall perform the Services outlined in Exhibit A in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. All CONTRACTOR'S personnel are certified and/or licensed to provide the services that they are assigned to.

SECTION 6. CONFIDENTIALITY:

CONTRACTOR agrees that it and its employees assigned to the CITY will not disclose any information learned during the performance of this Agreement relating to the business of the CITY that is, in fact, confidential including, without limitation, all proprietary information and trade secrets of the CITY for any purpose, provided, however, CONTRACTOR and its employees may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives the CITY written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to the CITY.

Notwithstanding any other provision of this Agreement, the CITY acknowledges that CONTRACTOR and its employees are active, experienced and knowledgeable about the industry in which the CITY operate, and it is impossible for CONTRACTOR and its employees to learn information relating to the business of the CITY, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by CONTRACTOR for the CITY's specific use ("Application Development"), and not have it affect their understanding of the industry in which the CITY, its competitors and customers operate, and that such understanding may affect what CONTRACTOR and its employees do in the future within the industry, and the CITY does not expect nor request that CONTRACTOR and its employees forget what they have learned from the CITY which may be confidential. CONTRACTOR and its employees' promises of nondisclosure of the information is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

The parties acknowledge that the CITY is a unit of local government and that this Agreement must be approved by the CITY Council in a public meeting. The parties also agree that this Agreement is subject to the Illinois Freedom of Information Act and will be produced in response to a lawful request.

SECTION 7. INDEPENDENT CONTRACTOR:

There is no employee/employer relationship between the Contractor and the CITY. Contractor is an independent contractor and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments,

Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The CITY will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the CITY, and the CITY is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the CITY and the Contractor.

SECTION 8. APPROVAL AND USE OF SUBCONTRACTORS:

The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the CITY in writing. All subcontractors and subcontracts used by the Contractor shall be included on the attached disclosure and be acceptable to and approved in advance by the CITY. The CITY's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the CITY, the Contractor shall immediately upon notice from the CITY remove and replace such personnel or subcontractor. The CITY shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

SECTION 9. DATA RIGHTS/ELECTRONIC FILES:

All Deliverables set forth in Exhibit A shall become the property of the CITY upon payment for the service components listed in Exhibit A. CONTRACTOR shall bear no liability or responsibility for Deliverables that have been modified postdelivery or used for a purpose other than that for which it was prepared under this Agreement.

Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project will become the property of the CITY. All documents produced during this project shall be considered Contract Documents and owned by the CITY to be reproduced if necessary.

SECTION 10. INSURANCE REQUIREMENTS:

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

- 10.1. MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:
- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
 - B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
 - C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
 - D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

10.2. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)

10.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

10.4. OTHER INSURANCE PROVISIONS The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - 1. The City, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.
 - 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance

maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

1. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

10.6. VERIFICATION OF COVERAGE Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

10.7. SUBCONTRACTORS Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10.8. ASSUMPTION OF LIABILITY The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

10.9. INDEMNITY/HOLD HARMLESS PROVISION To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its

officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10.10. ADDITIONAL INSURED ENDORSEMENT The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

10.11. FORCE MAJEURE Whenever a period of time is provided for in this Agreement for the Contractor or the CITY to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the CITY or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

10.12. ASSIGNMENT Neither the CITY nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10.13. Time is of the essence with respect to each provision hereof in which time is a factor

10.14. CONTRACTOR's or CITY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

10.15. SUCCESSORS AND ASSIGNS All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

10.16. GOVERNING LAW AND JURISDICTION The CONTRACTOR and the CITY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the CONTRACTOR and the CITY arising out of this Agreement or the performance of the services shall be brought in a court of Kendall County in the State of Illinois.

10.17. ATTORNEY'S FEES If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and reasonable attorney fees paid or incurred in good faith.

10.18. ADDITIONAL ITEMS:

The undersigned contractor;

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and

- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
- G. Agrees to provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

OWNER: UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

City Clerk

CONTRACTOR:

By: 

Signature

Attest:



Brandon Jones Owner
Print Name and Title

EXHIBIT A

Services and Materials to be Provided

The Contractor agrees to furnish the labor, equipment, supplies, incidental items, and supervision necessary to provide high quality automotive maintenance services on all municipal vehicles.

The services are for the repair and servicing of, but not limited to, the United City of Yorkville Police Department Fleet. While it is the intent of this contract to be full service, the following are not authorized: body work, painting, or service/parts for City employee owned vehicles.

All services will be performed in accordance with best industry practices and all parts installed will be genuine, original manufacturer, or equal. If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state this fact. Vendor will return or provide inspection of all replaced parts. Service/parts guarantees, and warranties shall be stated therein.

The Police Department has a fleet of twenty-two (22) gas operated vehicles. Approximately eighteen (18) of these vehicles are pursuit vehicles which operate 24 hours per day, seven days per week. These vehicles are driven approximately 36,000 miles per year. It is essential that they be serviced on a priority basis to insure minimum time out of service. The remainder of the fleet which includes other administration and undercover vehicles are driven an average of 12,000 miles or less per year and would need less service calls per year.

The current fleet of Police vehicles is as follows:

Quantity	Year	Model
1	2003	GMC Yukon
1	2011	Ford Crown Victoria
1	2013	Chevrolet Impala
2	2013	Chevrolet Tahoe
2	2014	Chevrolet Caprice
1	2015	Chevrolet Impala
2	2015	Chevrolet Tahoe
12	2016	Chevrolet Impala

The City requests reports advising of the following data:

- Frequency of service intervals by miles and period.
- Track and provide report of past and present history of service by vehicle and user department.
- Upon completion provide invoice with each vehicle serviced and/or repaired.

The City also requires that the personnel shall be professional technicians and have the experience and capability to provide all required services. The facility shall have the capability of providing all required services. Requirements shall also include garaging the City's vehicles within the garage during non-business hours.

EXHIBIT B

ATTACHMENT 1: PRICING SHEET

Bidding Company Name: American Tire + Automotive

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

SERVICE	PRICE
Shop Hourly Labor Rate	\$70 an hour
Minimum Labor Charge	N/A
Stall Hourly Fees	
Lift Hourly Fees	
Basic LOF (see below)	\$29.99 Conventional
Oil Change (includes Labor, Oil (5 qts) & Filter)	\$39.99 Synthetic
Tire Rotation/Balance	\$49.99 (All four)
Tire Mount/Balance	\$15.99 each tire
Tire Repair (plug)	\$20
Alignment	\$79.99
A/C System Charging	\$79.99
Freon (R-134 per pound)	\$10 per pound
Battery Charge	Free Free
Battery/Alternator Test	Free
Battery Replacement	\$150
Brake Inspection (4 wheels)	Free
Brake Job (per axle)	\$300
Brake System Flush (includes fluid)	\$59.99
Electrical Check	Free
Diagnostics (Computer Scan)	\$35
Radiator Flush	\$79.99
Transmission Service	\$99.99



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

Agenda Item Number

Consent Agenda #4

Tracking Number

ADM 2019-02

Agenda Item Summary Memo

Title: Monthly Treasurer's Report for November 2018, December 2018 and January 2019

Meeting and Date: City Council – February 26, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 2/20/19 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2019-02

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ending November 30, 2018

	Cash Basis									
	Beginning Fund Balance	November Revenues	YTD Revenues	Revenue Budget	% of Budget	November Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 6,496,373	\$ 1,110,496	\$ 10,732,025	\$ 15,642,962	69%	\$ 1,703,535	\$ 9,289,843	\$ 16,395,796	57%	\$ 7,938,555
Special Revenue Funds										
15 - Motor Fuel Tax	698,493	94,766	342,203	535,817	64%	353,570	422,248	691,787	61%	618,448
79 - Parks and Recreation	473,852	135,688	1,287,164	2,123,014	61%	177,628	1,236,478	2,228,508	55%	524,537
72 - Land Cash	(278,204)	568	136,494	714,113	19%	6,870	105,123	435,000	24%	(246,833)
87 - Countryside TIF	(459,819)	1,242	198,918	246,261	81%	97,026	156,187	863,107	18%	(417,088)
88 - Downtown TIF	(681,305)	3,373	78,417	80,000	98%	3,517	311,922	514,996	61%	(914,811)
89 - Downtown TIF II	-	-	-	-	0%	-	1,242	10,000	12%	(1,242)
11 - Fox Hill SSA	6,556	62	13,381	13,381	100%	360	5,242	8,835	59%	14,694
12 - Sunflower SSA	(21,251)	2	15,639	15,637	100%	360	10,406	18,835	55%	(16,019)
Debt Service Fund										
42 - Debt Service	-	27,273	193,317	324,725	60%	-	20,100	324,725	6%	173,217
Capital Project Funds										
25 - Vehicle & Equipment	357,246	43,107	309,668	370,502	84%	44,960	292,973	418,145	70%	373,941
23 - City-Wide Capital	388,897	124,594	2,037,358	2,503,302	81%	500,237	2,176,343	2,941,878	74%	249,911
Enterprise Funds										
* 51 - Water	2,584,259	48,730	2,746,241	4,538,518	61%	427,967	1,746,797	4,883,871	36%	3,583,703
* 52 - Sewer	1,411,053	88,776	1,289,918	2,416,491	53%	53,251	819,785	3,050,254	27%	1,881,185
Library Funds										
82 - Library Operations	510,356	16,914	1,520,764	1,536,635	99%	74,462	517,557	1,547,989	33%	1,513,562
84 - Library Capital	58,442	12,479	74,474	43,210	172%	9,305	26,148	52,100	50%	106,767
Total Funds	\$ 11,544,948	\$ 1,708,069	\$ 20,975,979	\$ 31,104,568	67%	\$ 3,453,048	\$ 17,138,397	\$ 34,385,826	50%	\$ 15,382,531

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

 Rob Fredrickson, Finance Director/Deputy Treasurer



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ending December 31, 2018

	Cash Basis									
	Beginning Fund Balance	December Revenues	YTD Revenues	Revenue Budget	% of Budget	December Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 6,496,373	\$ 1,261,998	\$ 11,994,024	\$ 15,642,962	77%	\$ 1,214,247	\$ 10,504,090	\$ 16,395,796	64%	\$ 7,986,307
Special Revenue Funds										
15 - Motor Fuel Tax	698,493	44,117	386,320	535,817	72%	12,555	434,804	691,787	63%	650,009
79 - Parks and Recreation	473,852	134,173	1,421,457	2,123,014	67%	170,847	1,407,325	2,228,508	63%	487,984
72 - Land Cash	(278,204)	2,013	138,507	714,113	19%	23,584	128,707	435,000	30%	(268,404)
87 - Countryside TIF	(459,819)	-	198,918	246,261	81%	1,667	157,854	863,107	18%	(418,755)
88 - Downtown TIF	(681,305)	-	78,417	80,000	98%	3,388	315,310	514,996	61%	(918,199)
89 - Downtown TIF II	-	-	-	-	0%	376	1,618	10,000	16%	(1,618)
11 - Fox Hill SSA	6,556	-	13,381	13,381	100%	2,073	7,315	8,835	83%	12,621
12 - Sunflower SSA	(21,251)	-	15,639	15,637	100%	1,744	12,151	18,835	65%	(17,763)
Debt Service Fund										
42 - Debt Service	-	26,785	220,102	324,725	68%	304,625	324,725	324,725	100%	(104,623)
Capital Project Funds										
25 - Vehicle & Equipment	357,246	22,978	332,647	370,502	90%	6,638	299,611	418,145	72%	390,282
23 - City-Wide Capital	388,897	189,822	2,227,267	2,503,302	89%	32,170	2,208,513	2,941,878	75%	407,651
Enterprise Funds										
* 51 - Water	2,584,259	610,042	3,356,323	4,538,518	74%	1,243,192	2,989,989	4,883,871	61%	2,950,593
* 52 - Sewer	1,411,053	303,535	1,593,452	2,416,491	66%	1,491,646	2,311,431	3,050,254	76%	693,074
Library Funds										
82 - Library Operations	510,356	5,059	1,525,822	1,536,635	99%	757,001	1,274,558	1,547,989	82%	761,620
84 - Library Capital	58,442	4,504	78,978	43,210	183%	8,073	34,222	52,100	66%	103,198
Total Funds	\$ 11,544,948	\$ 2,605,027	\$ 23,581,253	\$ 31,104,568	76%	\$ 5,273,827	\$ 22,412,223	\$ 34,385,826	65%	\$ 12,713,978

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

 Rob Fredrickson, Finance Director/Deputy Treasurer



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ending January 31, 2019

	Cash Basis									
	Beginning Fund Balance	January Revenues	YTD Revenues	Revenue Budget	% of Budget	January Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 6,496,373	\$ 846,341	\$ 12,834,247	\$ 15,642,962	82%	\$ 1,146,104	\$ 11,650,194	\$ 16,395,796	71%	\$ 7,680,426
Special Revenue Funds										
15 - Motor Fuel Tax	698,493	42,633	428,953	535,817	80%	38,044	472,847	691,787	68%	654,598
79 - Parks and Recreation	473,852	174,796	1,600,232	2,123,014	75%	122,067	1,529,393	2,228,508	69%	544,692
72 - Land Cash	(278,204)	13,344	151,851	714,113	21%	7,369	136,076	435,000	31%	(262,429)
87 - Countryside TIF	(459,819)	-	198,918	246,261	81%	942	158,796	863,107	18%	(419,697)
88 - Downtown TIF	(681,305)	-	78,417	80,000	98%	3,886	319,196	514,996	62%	(922,085)
89 - Downtown TIF II	-	-	-	-	0%	-	1,618	10,000	16%	(1,618)
11 - Fox Hill SSA	6,556	-	13,381	13,381	100%	1,181	8,497	8,835	96%	11,440
12 - Sunflower SSA	(21,251)	-	15,639	15,637	100%	1,181	13,332	18,835	71%	(18,944)
Debt Service Fund										
42 - Debt Service	-	26,860	246,963	324,725	76%	-	324,725	324,725	100%	(77,762)
Capital Project Funds										
25 - Vehicle & Equipment	357,246	25,752	358,398	370,502	97%	15,655	315,266	418,145	75%	400,379
23 - City-Wide Capital	388,897	91,134	2,318,401	2,503,302	93%	38,674	2,247,187	2,941,878	76%	460,111
Enterprise Funds										
* 51 - Water	2,584,259	63,013	3,420,763	4,538,518	75%	179,095	3,177,581	4,883,871	65%	2,827,441
* 52 - Sewer	1,411,053	95,062	1,689,228	2,416,491	70%	181,455	2,484,389	3,050,254	81%	615,891
Library Funds										
82 - Library Operations	510,356	7,295	1,533,117	1,536,635	100%	55,928	1,330,486	1,547,989	86%	712,987
84 - Library Capital	58,442	5,703	84,681	43,210	196%	6,425	40,647	52,100	78%	102,476
Total Funds	\$ 11,544,948	\$ 1,391,933	\$ 24,973,188	\$ 31,104,568	80%	\$ 1,798,006	\$ 24,210,229	\$ 34,385,826	70%	\$ 12,307,906

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2019-06

Agenda Item Summary Memo

Title: Enterprise Resource Planning (ERP) RFP

Meeting and Date: City Council – February 26, 2019

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM 02-20-19 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2019-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administrative Committee
From: Carri Parker, Purchasing Manager
CC: Rob Fredrickson, Finance Director
Date: February 20, 2019
Subject: Enterprise Resource Planning (ERP) System Request For Proposal (RFP) Discussion

Summary

Discussion of the Request for Proposal (RFP) for an Enterprise Resource Planning (ERP) System.

Background

The United City of Yorkville began its relationship with its current financial software provider, Municipal Software Inc. (MSI), in 2003 (FY 2004), for the purposes of tracking various transactions related to accounts receivable; accounts payable; permit tracking; utility billing; payroll; human resources; cash register; and general ledger. At the time, MSI was a popular financial software provider amongst many small municipalities and park districts.

Over the past few years, emphasis on an Enterprise Resource Planning (ERP) system has become increasingly popular among municipalities. An ERP is an integrated management software system that allows an organization to use multiple applications to manage core operational functions and automate many back-office processes related to finance, customer service, permitting and human resources. In fact, Harris Computer (parent company of MSI) has launched its own ERP software called SmartFusion. As Harris apportions more of its resources to the new system, it appears that less attention is being paid to maintain the MSI platform in recent years, as staff continues to experience increased technical issues and diminished customer service.

As a result of this, Purchasing Manager Parker has worked with each department to determine what each individual department needed/wanted and what systems currently available would satisfy these requirements. Subsequent discussions with the department heads determined that an Enterprise Resource Planning (ERP) System, integrating information used by all departments, was the best course to pursue. An ERP system would create efficiencies in all departments with the elimination of shadow systems currently being used because not all employees have access to the various software packages used by each department. In addition, an ERP system would automate and integrate many of the core functions into one single centralized solution. This will allow for the collaboration and sharing of information between all departments, creating efficiencies and cost savings. Not only will the ERP provide efficiencies for City staff, but the system will also allow residents to have enhanced self-service capabilities regarding the payment of bills, and registration for licenses and permits.

The following is the tentative timeline for the ERP process:

Selection Process Step	Estimated Date(s)
Administrative Committee Approval	February 20, 2019
City Council Approval	February 26, 2019
Release and Issuance of the Request for Proposal (RFP)	February 27, 2019
Notification by Contractors of Intent to Respond	March 22, 2019
Final Date for Contractors to Submit Questions	April 5, 2019

Date for Publishing Answers to Contractors' Questions	April 19, 2019
Proposals Due	May 3, 2019 at 3:00 PM
Decision on Contractor Finalists (short-list)	May 24, 2019
Demonstrations by Contractor Finalists	June 10-14, June 17-21 and June 24-28
Final Contractor Selection	August 2019
Contract Negotiations Process	September 2019
City Council Contract Approval	September 24, 2019
Implementation Start	October 2019

Staff anticipates the initial implementation and integration phase of critical modules (i.e. payroll/HR, accounts payable/receivable, utility billing, general ledger, cash register, permitting, etc.) of the ERP to cost between \$150,000 to \$250,000, which will be included in the upcoming FY 2020 budget proposal. All of this depends on how fast staff can implement the ERP system and if staff implements/uses all the software modules, conversions, training, etc. quoted in the contract. The City will only pay for what is implemented and the time incurred for implementation. After the initial implementation of the critical modules is complete, the City would also have to pay an ongoing annual fee for software maintenance and support, which will vary depending on the vendor selected. Both of these fees will be taken into consideration as part of the RFP selection criteria. In addition to the critical modules and ongoing maintenance and support fees, the implementation of additional modules may be budgeted in future fiscal years. Overall the entire program, not including the ongoing maintenance and support fees, should not exceed \$500,000.

Recommendation

Staff recommends the approval to release the Request for Proposal for an Enterprise Resource Planning (ERP) System.

Attachments

- Request For Proposal (RFP)
- RFP Appendices



**REQUEST FOR PROPOSAL FOR AN
ENTERPRISE RESOURCE PLANNING (ERP)
SYSTEM**

INTRODUCTION

The United City of Yorkville is primarily residential with supporting commercial, industrial and manufacturing activity. The City is centrally located in Kendall County about 45 miles southwest of Chicago and 13 miles southwest of Aurora (the state's second largest city).

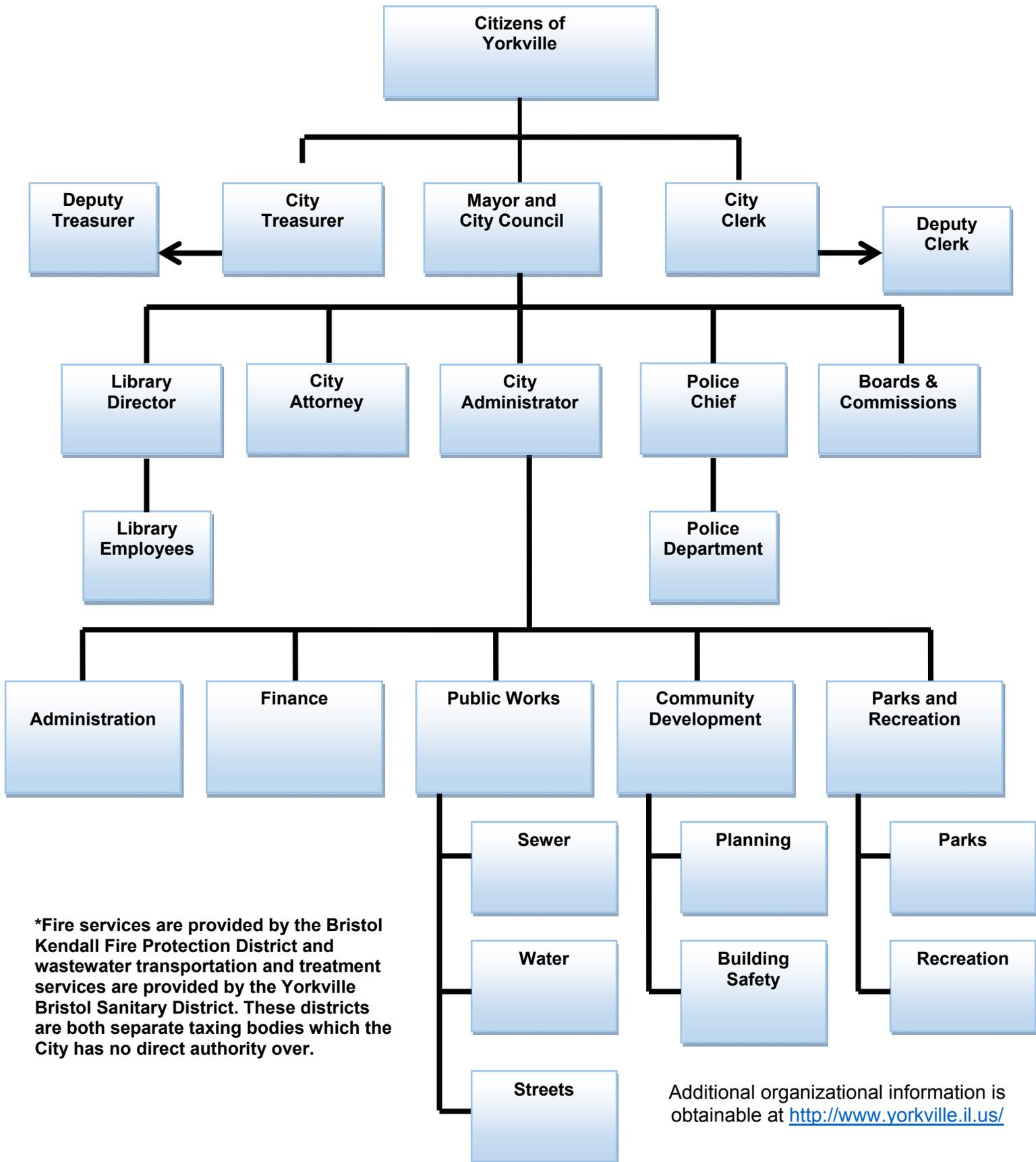
Kendall County is considered to be one of the fastest growing counties in Illinois. As a result of this, the City has experienced a sharp increase in population over the first ten years of the new century. A special census, conducted in 2008, reported a population of 16,838, nearly three times the amount shown on the 2000 census (6,189). The 2010 census reported a population of 16,921, and a special census conducted in 2017 put the City's population at 19,022.

The City provides a full range of municipal services including public safety (police), the construction and maintenance of highways, streets, and infrastructure, water distribution, parks and recreation, planning and zoning, and general administrative services. The Yorkville Public Library is a department of the City, with a library board appointed by the Mayor and City Council, which sets policy and develops a budget for approval by the City Council.

The City is governed by a Mayor and eight elected Alderman. The appointed City Administrator is responsible for day-to-day operations. Departments include Administration, Finance, Community Development, Streets & Sanitation, Police, Water and Sewer Operations and Parks; and Recreation. Budgeted expenditures are \$33,261,032, including General Fund expenditures of \$15,952,180. Budgeted revenues are \$30,567,188. Yorkville has 79 full-time equivalent employees.

Additional information is obtainable at <http://www.yorkville.il.us/>

UNITED CITY OF YORKVILLE ORGANIZATIONAL CHART



INTENT OF THIS RFP

This Request for Proposals (RFP) is intended to provide contractors with a common, uniform set of instructions to assist them in the development of their proposals and to provide a uniform method for the City to fairly evaluate proposals and subsequently select a contractor to provide the system.

This RFP provides the desired specifications and key features for functional requirements related to organizational objectives, information on applications, number of users, and transaction volumes. Contractors are invited to propose a solution that will effectively and efficiently achieve our goals and objectives and provide for future growth.

In responding to this RFP, contractors should follow the prescribed format and use the included forms, thus providing the City with data that is easily compared with data submitted by other contractors to fairly and objectively evaluate the proposals.

The City assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those given in writing by the City through the issuance of addenda. In no event may a contractor rely on any oral statement by the City or its' agents, advisors or consultants. It is the full responsibility of the contractor to thoroughly investigate the needs/requirements of the City not necessarily assumed in this RFP and to propose the most comprehensive integrated ERP System designed and tested to most efficiently meet the needs/requirements of the City.

The City understands that not all contractors will be able to supply all modules requested. The City reserves the right to reject any or all proposals, to waive informalities, and to determine the best overall proposal based on evaluation criteria and the best interests of the United City of Yorkville.

PROCESS AND SCHEDULE

The process is for the City to review the proposals, evaluate the solutions, and finalize a project scope of work. Using subsequent interviews, demonstrations, reference checks, and/or site visits, the City will then make a final decision.

The following is the current estimated timeline:

Selection Process Step	Estimated Date(s)
Release and Issuance of the Request for Proposal (RFP)	February 27, 2019
Notification by Contractors of Intent to Respond	March 22, 2019
Final Date for Contractors to Submit Questions	April 5, 2019
Date for Publishing Answers to Contractors' Questions	April 19, 2019
Proposals Due	May 3, 2019 at 3:00 PM
Decision on Contractor Finalists (short-list)	May 24, 2019
Demonstrations by Contractor Finalists	June 10-14, June 17-21 and June 24-28
Final Contractor Selection	August 2019
Contract Negotiations Process	September 2019
Implementation Start	October 2019

PROPOSAL INSTRUCTIONS

Software features, functions, and capability information should also be submitted electronically using the forms and instructions contained in the RFP.

Intent to propose notification is to be directed to Carri Parker, Purchasing Manager, by email to cparker@yorkville.il.us, no later than February 26, 2019.

Questions related to this RFP are to be directed, in writing, to Carri Parker, Purchasing Manager by email at cparker@yorkville.il.us no later than March 7, 2019. Only written questions submitted by email by the above-stated date will be accepted.

Please submit your proposal by 3:00 pm local time on April 23, 2019, electronically to cparker@yorkville.il.us.

Proposals should be made in accordance with the RFP format provided herein, with all blank spaces in the Appendices properly filled in. Numbers shall be stated in whole dollars.

Please provide the following sections, as a minimum:

- Executive Summary
- Understanding of Project Objectives
- Detailed Proposal and any exceptions
- Completed Appendices
- Sample Hardware/Software Contract
- Sample Maintenance Contract

PROPOSAL CONDITIONS

1. The City shall not be liable for any pre-contract costs incurred by interested contractors participating in the selection process.
2. The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.
3. The contents of each contractor's proposal to the City—including technical specifications for hardware and software, purchase and lease prices, and hardware and software maintenance fees—shall remain valid for a minimum of 120 calendar days from the proposal due date.
4. All proposals must include copies of all sample contracts for hardware (if applicable), systems software, application software, hardware maintenance (if applicable), and software support. Please note that all contracts will be subject to negotiation between the City and the selected contractor.
5. No negotiations, decisions, or actions shall be executed by the contractor as a result of any discussions with any of the City officials, employees, and/or consultant. Only those transactions provided in written form from the City may be considered binding. In addition, the City will only honor transactions from contractors who are written and signed.
6. This Request for Proposal and the selected contractor's Proposal, including all representations, warranties, and commitments contained in the proposal and related correspondence shall be contractual obligations included in the written final contract for services, equipment, and software. Please note that the final contract may not include all the applications or all the equipment listed in this Request for Proposal.
7. If requested, the interested Contractor must provide a detailed statement regarding the business and technical organization of the Contractor that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Contractor is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Contractors and their proposed subcontractors will be considered in making awards.
8. The City will be awarding a contract to a single contractor for all core applications. Contractors are allowed to provide a proposal that includes subcontractors, but the City will be entering into a single agreement with one contractor acting as a prime contractor. The prime contractor will be responsible for the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.
9. Proposals arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked

time on the envelope. Facsimile machine transmitted proposals will not be accepted, nor will the City transmit proposal documents to prospective contractors by way of a facsimile machine.

10. When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the contractor is not relieved from errors in proposal preparation. Erasures in proposals must be explained with the signature of the contractor.
11. A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified proposal due date. After the due date, the contractor cannot withdraw or cancel his proposal for forty-five (45) calendar days, or such longer time as stated in the proposal documents.
12. No award will be made to any contractor who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the proposed timeline. The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The contractor shall furnish to the City all information and data the City may request for the purpose of investigation.
13. Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.
14. Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful contractor with its tax exemption number.
15. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.
16. The City reserves the right to reject and/or award any and all proposals or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any proposal submitted will be binding for forty-five (45) days subsequent to the date of the proposal opening. A contract will be awarded to the contractor who best complies with the evaluation criteria below and the other conditions of the contract documents only when it is in the best interest of the City to accept the proposal. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof.
17. The successful contractor shall, within fourteen (14) days after notification of the award:
 - (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and
 - (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.
18. After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Contractors,

including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful contractor.

19. The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The City may terminate a contract by written notice of default to the Contractor if:

- a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.
20. All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.
 21. The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations or change the terms of the contract.
 22. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
 23. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.
 24. In the submission of a proposal, the contractor is certifying that he has all insurance coverages required by law or would normally be expected for contractor's type of business. In addition, the contractor is certifying that he has or will obtain at least the insurance coverages on the attached Insurance requirements.

25. After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the contractor must be the result of an approved change order first ordered by the Director of the lead department and approved by the City Administrator and/ or City Council.

The successful contractor shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in this request for proposal and subsequent project timeline.

EVALUATION CRITERIA

The City reserves the right to select the contractor who best meets the overall needs of the City, based primarily on the following criteria (not listed in any order of importance):

- The overall capability to provide the required software features and capabilities
- The flexibility of the application software, including the availability of tools to allow the novice users to “drill down and across” and perform Ad Hoc analysis and reporting
- The amount of contractor support that will be available for installation, conversion, training, ongoing modifications, and software support
- The total costs of the system over a ten-year period, including direct and indirect costs
- The contractor's performance record to date in meeting the requirements of their existing customers, including the availability of users similar to the City to allow reference investigation
- The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs
- Adherence to the requested information specifications, thoroughness of the proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the contractor
- Corporate direction (potential organizational/industry restructurings, mergers, acquisitions, etc.)
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- The internal controls provided within the system which prevents unauthorized access to data and provides adequate audit trails
- The capability to perform required conversions of existing data files
- The seamless integration of the various system modules and the ability to meet the interface/integration requirements noted in this RFP
- Ease and intuitive use of software interface (for both internal staff and Web customers)
- Availability and ease of use of mobile and online applications
- Ability to meet contract requirements

SPECIFIC RESPONSE REQUIREMENTS

Include the following items in the order listed below (and indexed in the same manner) in your response to this Request for Proposal (RFP).

During the needs assessment phase of the project, key issues were discussed regarding alternate information management solutions. Following is a list of specific concerns of the City. Please respond to each issue in detail regarding how the proposed solution will satisfy each concern.

Programming Languages

Please provide information on all programming languages used for each proposed required application.

Operating Systems

Please provide a description of the proposed server and desktop operating systems used by your products and which server software option is being proposed. (Include server software name, year, and version)

Database

The City expects the information system to be based on a very stable and flexible relational database standard. The City's preference is MS SQL. Please briefly describe the relational database platforms available in the use of your products and which database option(s) are being proposed.

User Interface Configurations

The City desires to move forward with advancing technologies and therefore prefers a thin-client architecture or browser user interface (BUI). Screen-scraping technology configurations will not be considered. Please describe your client architecture.

Reporting Capabilities

Please provide information on the overall system/solution reporting capabilities (e.g., canned reports, financial reporting, Ad Hoc reporting, executive dashboard, etc.)

Document Management Capabilities

Please provide information on your document management capabilities and options, including integration to third-party EDMS solutions. The City currently operates Laserfiche and the City's preference is to retain Laserfiche as their enterprise EDMS environment. Please describe your Laserfiche integration capabilities.

Workflow Capabilities

Please provide information on your system's workflow capabilities. Describe the integration level with all systems. If you have no workflow capabilities, please indicate.

Application Security

Please describe the application and user security features/capabilities. Indicate any special security features (e.g., user security, function security, file security, field-level security, etc.) provided by the software. Please also confirm your support of Active Directory and if you provide single sign-on capabilities.

Application Software

Please complete the Software Features, Functions, and Capabilities Listing contained in the RFP Appendix A.

The proposed software should demonstrate an online, integrated method of processing the noted application modules, and allow for immediate update of all information. Access to information in either summary or detail should be obtained easily and intuitively. The proposed software's data entry screens should be designed to facilitate rapid data entry.

For each application software module proposed, indicate whether your organization developed the module, or if the module is available because of a third-party relationship that has been established with another contractor.

In addition to the required and optional software information requested, provide general information on other application modules not requested in this RFP which may be of interest or benefit to the City.

Software Customization and Enhancements

Please provide information regarding the capability to provide the City with software customizations, including all applicable rates.

System Versioning and Updates

Please describe your software versioning and update policies/practices. Include, at a minimum, how often you issue updates (new versions) and confirm that new versions are provided as part of your annual maintenance and support fees.

Licensing Model

Please describe your licensing models (e.g., concurrent user, named user, revenue, transaction volumes, etc.) and provide examples. Also, state the number of the most current version level that has been released for install in live customer production environments and confirms what version you propose to install in response to this RFP. The following table lists the City's estimated number of full and inquiry only users by the module.

Module	Full User	Inquiry User	Total Users
<i>Financial Management</i>			
General Ledger	2	12	16
Budgeting	3	8	11
Project and Grant Accounting	3	8	11

Purchasing and Requisitions	4	10	14
Contract Management	4	7	11
Accounts Payable	3	11	14
Accounts Receivable	3	4	7
Cash Receipts	14	2	16
Fixed Assets	3	8	11
Financial Reporting	4	12	16
<i>People Management</i>			
Human Resources	4	1	5
Applicant Tracking	3	6	9
Payroll	3	2	5
Time and Attendance	157		157
Employee Self Service	157		157
<i>Utility Billing</i>			
Utility Billing/CIS	4	7	11
Service Requests/Orders	7	4	11
Mobile Service Orders	7	4	11
<i>Land Management</i>			
Planning	4	5	9
Permitting	6	8	14
Inspections	6	4	10
Mobile Inspections	6	4	10
Code Enforcement	5	8	13
Mobile Code Enforcement	5	8	13
Licensing and Registration	6	7	13
Parcel/Address Management	4	7	11
Electronic Review Markups	6	8	14
<i>Maintenance Management</i>			
Work Order Management	9	8	17
Mobile Work Orders	9	8	17
Inventory Management	5	7	12
Fleet Maintenance	8	10	18

Hosted/SaaS Model

If you are proposing a hosted option, please add lines as necessary in the Annual Recurring Costs section of Appendix G for your hosting fees. If you wish to propose both a Traditional In-House license model and a Hosted option, please submit copies of Appendix G with a copy for each option.

Hardware Requirements

Please provide all hardware specifications including servers, workstations, and other equipment. Include estimated costs (if applicable) in Appendix G.

Chart of Account Restructuring

The City is interested in changing the chart of account structure prior to converting year end general ledger account balances into the system. Please indicate how this can be accomplished while maintaining the ability to track which new general ledger accounts corresponded to the previous accounts.

Integration/Interface Capabilities

The City is expecting to expand its integration and interfaces with key systems. Please describe any current capabilities, partnerships, or future considerations for the following types of applications/systems:

Native Module	Enterprise Module Interface	Description
CAPERS		Adjudication Tracking
PACE Scheduler		Office Scheduling System
Skills Manager		Training Records Maintenance
Laserfiche		Document Storage, with website search capabilities
RecTrac/WebTrac		Registration Software
Playground Guardian		Playground Maintenance Tracking Software
IWORQS		Building Permits/Code Enforcement
Dude Solutions		Asset/Work Order System
enCode Plus		Unified Development Ordinance Program
BSI		RPZ Certifications
ESRI Arc Map		GIS Software
AutoCAD		Drafting Module
Trimble Sketchup		3-D Modeling

Cost Considerations

Initial one-time costs for hardware (if applicable), implementation, training, software licensing, travel and related costs, etc., must be included with the price proposal. See electronic price

proposal form Appendices G and H.

Recurring annual costs should be described in the proposal, clearly stating what is included (e.g., application upgrades, state and/or federal reporting requirements, hours of support, etc.), Appendices G and H. The City prefers unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option. If after-hours support is only available at an hourly rate, this should clearly be indicated.

The objective is to have no hidden or unexpected costs.

Mobile Field Computing

Please describe your solution's mobile field computing options, including full application access through wireless VPN connectivity (i.e., no contractor software required), mobile field application for use with laptops, or mobile field applications with use of tablets (e.g., iPads, Surface, etc.)

Telephone and Other Support

Please describe all support services available from your company in Appendix B. Specifically, address the following issues:

- Normal hours of availability
- Website support information
- Online Chat
- Remote system access capabilities
- Access via toll-free 800 number
- Costs
- Quality Assurance program(s)
- Other support services
- Service-Level Agreements (SLA) – response time (by priority or severity levels), escalation processes, and other metrics

Implementation Methodology

- Please describe your implementation methodology, with milestones and timeframe. Include a preliminary implementation schedule for all applications, including the required time for system and application training, program testing, and conversion. Please include how you expect to sequence the installation of the various applications or application groupings.
- The City anticipates electronic data conversions, depending on cost. Please include an estimated range of costs for data conversions for each application, if available, and a description of data that would be typically converted. Costs for proposed data conversion are to be included in Appendix H.

Training and Education

Please provide your consulting and training options, including classroom (on-site and off-site),

online (group and self-paced), training videos, and manuals. Include training for all required staff and users. Include ongoing training and user support group training options.

Project Management

The City will provide a designated project manager and expects the contractor to do the same. Please include recommended contractor project management costs in Appendix G in the proposal and describe, in detail, services to be provided. The City reserves the right to accept or reject changes in contractor project management personnel.

Subcontractor and Third-Party Relationships

Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.

Note: If a contractor chooses to partner with a third-party contractor to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party contractor solution provider. Third-party contractors will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime contractor.

Customer Implementation Responsibilities

Please describe and/or provide a list of the typical customers' implementation responsibilities.

Sample User and Technical Manuals & Other Documentation

Please provide the following:

- Sample Application User Manual
- Sample Application User Online Documentation
- Sample Technical User Manual
- Sample Technical User Online Documentation
- Sample Training Syllabus
- Sample Section of a Detailed Implementation Project Schedule

Contractor/Reseller Information

Please provide all information related to your company as requested in RFP Appendices. In addition, specifically address the following issues:

- Describe your research-and-development approach and process
- If you are a software reseller/partner, please provide the same company, customer demographics, and reference information for your specific company in addition to the software contractor's information (Appendices B, C, D, and E)
- If your proposed solution belongs to a parent/consolidation company only provide customer base figures and references for the proposed solution. (see Appendices D, E, F)
- Technology direction
- Please describe short-, medium-, and long-term direction regarding major changes in architecture, database, platforms, languages, etc.

Corporate Structure Changes

Please explain whether there are any known circumstances, such as major organizational restructuring, mergers, and/or acquisition plans, which are under consideration.

Contractor Financial Information

Short-listed contractors may be required to provide copies of your organization's last three (3) years of audited financial statements, including any pending litigation, in a confidential manner to the City Finance Director. Please do not send financial statements with your proposal.

User Groups

Provide information regarding organized user groups, including the frequency and location of user group meetings. Also, indicate who conducts the meetings, and who is responsible for establishing meeting agendas. Please also describe a local (State or regional) user groups or meetings.

References and User Base

Please provide references for a minimum of five (5) completed projects of similar scope and nature to the City, preferably within the same region and within the last three (3) years.

- A reference worksheet is provided in Appendix E.
- Please provide a total number of customers (software provider and reseller, if applicable) for the applications according to demographic request worksheet provided in Appendix D.
- If your proposed solution belongs to a parent/consolidation company only provide customer base figures and references for the proposed solution. (See Appendices D, E, F)
- Additionally, please provide an organization name list of all active customers within the State of Illinois. Contact information is not necessary.
- Lastly, please provide the number of new customers (original go-lives) implementing the proposed applications in each of the last three (3) years.

VOLUMES & CONVERSIONS

The tables below summarize the estimated volumes of transactions and records associated with the application processing requirements and preliminary conversion requirements.

General Information

Description	Value or Quantity
City Population	19,022
City Annual General Fund operating budget	\$16 million
Number of City Employees	79

User Information

Description	Value or Quantity
Number of City Users	363
Full-User Licenses	161
Inquiry-Only User Licenses	202

Volumes Information

Volume Description	Quantity	Estimated Annual Quantity
FINANCIAL MANAGEMENT		
General Ledger		
G/L - Number of funds	18	
G/L – Account numbers	1,151	
Bank Accounts	15	
Programs/Projects & Grants (Project Accounting)		
Projects/Programs	0	
Grants	10	
Requisitions & Purchase Orders		
Purchase Orders	0	
Average Number of Line Items Per PO/Req	1 per invoice	
Contractors (active)	4,791	
Contracts (active)	50 (est.)	
Accounts Payable		
A/P Checks		3,000
Check Run Cycles	2 per month	
City Issued Employee-use Credit Cards	46	
Accounts Receivable		
Persons/Entities Invoiced		115
Invoices		170

Average Number of Line Items Per Invoice	1	
Other Cash Receipts		
Total Cash Receipts		\$8,631,902
Total Cash Receipt Transactions (est.)		15,609
Cashiering Locations (counters)	4	
Cashiering Terminals	5	
Fixed Assets		
Fixed Assets	1,267	
PEOPLE MANAGEMENT		
New Hire Applications		200
Full-Time Employees	74	
Part-Time Employees	102	
Seasonal Employees	10	
LAND MGMT./COMMUNITY DEVELOPMENT		
Addresses	8,189	
Parcels	9,426	
Planning/Entitlement Projects		20
Engineering Projects		30
Building Permits		1,000
Inspections		4,596
Code Enforcement Cases/Citations		461
Business Licenses & Registrations	N/A	
UTILITY BILLING / CUSTOMER INFORMATION SYSTEM		
Water Customers	6,964	
Sewer Customers	6,863	
Utility Billing Frequency	Bi-monthly	
Utility Cash Receipts		18,770
Utility Online Transactions		17,398
Service Requests		650
MAINTENANCE/ASSET MANAGEMENT		
Fleet Vehicles	85	
Fleet Maintained Equipment	170	
Fleet Work Orders		N/A
Water/Sewer Work Orders		N/A
Landscape & Grounds Work Orders		N/A
Streets Work Orders		225
City Facility Building Work Orders		41

Conversion Information

Application/Information	Existing Software Product	
	Software Application Name	Version
Financial Management		
General Ledger Accounts	MSI	7.5
Fixed Assets	Excel	n/a
Contractor Master Records	MSI	7.5
Customer Master Records (excluding	MSI	7.5
CIS/Utility Billing		
Customer/Account Master Records	MSI	7.5
Payment History	MSI	7.5
Open Transactions	MSI	7.5
Consumption History	MSI	7.5
Human Resources		
Employee Master Records	MSI	7.5
Payroll		
Payroll Records	MSI	7.5
Land Management		
Address/Parcel Records	GIS	10.4
Active Planning Projects	Access/Excel	n/a
Active Permit Applications	MSI	7.5
Active License Master Records	Access/Excel	n/a
Historical Planning Projects	Access/Excel/MSI	7.5
Historical Permit Records	MSI	7.5
Historical Inspections	MSI	7.5
Historical Code Enforcement Cases	Access/Excel/iWorQ Web-based	7 / web based
Inventory		
Inventory Items	Excel	n/a

INSURANCE REQUIREMENTS

The Contractor shall provide satisfactory proof of general commercial liability, property damage, bodily injury, automobile liability, and workers compensation insurance, naming the United City of Yorkville, together with its officers, agents, employees, and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis.

The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers', agent's, employees' negligence in the performance of services under this Agreement.

Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the City to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence)
	\$3,000,000 (aggregate)

PROPOSAL PRICING SHEET

Note: The Proposal Pricing Sheet includes Appendices A - J

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Company Name: _____

Contact Name: _____

Phone Number: _____

Email: _____

_____ Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	_____	_____
If yes, have you included all required Information with your proposal submittal?	_____	_____

OR

NO PROPOSAL – Keep our company on your Contractors List

Signature

Date

NO PROPOSAL – Remove our company from Your Contractors List

Signature

Date

PROPOSAL PRICING SHEET CONTINUED

The undersigned contractor;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 (Proposal rigging) or 33E-4 (Proposal rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and

D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and

E. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and

F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and

G. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

Contractor’s Firm Name

Signed Name and Title

Street Address

Print Name and Title

City

State

Zip

E-mail Address

Phone Number

Fax Number

Date

APPENDIX A: FEATURE FUNCTION REQUIREMENTS

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Appendix G), if applicable. Each "non-title" row (?000) should have only one "1". **Blank rows will be scored as Not Available.**

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	Report Writer function through Standard Reports or Ad Hoc Report Writer
3rd-Party Application	Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.
Custom Modification	Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote).
Not Available	Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger									
General Ledger	1.000	GENERAL LEDGER GENERAL FEATURES							
General Ledger	1.001	CHART OF ACCOUNTS STRUCTURE - System must provide user-defined chart of accounts structure (numeric) with a minimum of 30 characters for account description, other account number component descriptions, and support the following account structure: fund (2 digits), department (2 digits), division (2 digits), class (2 digits), function (4 digits), and sub-function (2 digits).							
General Ledger	1.002	GASB-34 - System must provide full compliance with the GASB-34 requirements.							
General Ledger	1.003	INACTIVE ACCOUNTS - Ability to deactivate an account without losing historical reporting.							
General Ledger	1.004	OLD G/L ACCOUNTS - Ability to provide a field that contains the old account number field.							
General Ledger	1.005	G/L DESCRIPTION - Ability to have a minimum of 250 characters for account description field.							
General Ledger	1.006	MANDATORY AND DISCRETIONARY ACCOUNTS - Ability to identify general ledger account numbers as mandatory or discretionary.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.007	REGULATORY UPDATES - Provide updates (as part of normal maintenance) to system for State and Federal mandated requirements for processing and reporting.							
General Ledger	1.008	SUPPORT GAAFR BLUE BOOK CHART OF ACCOUNTS - The chart of account structure should be fully compliant with the GAAFR "Blue Book" illustrative account structure.							
General Ledger	1.009	ACCOUNT NUMBER ENTRY AND VALIDATION - System should automatically populate the remaining account number. System should also validate account number at data entry time, noting when account number is not existing, closed, or inactive. This also applies to all integrated applications.							
General Ledger	1.010	ACCOUNT NUMBER BALANCING VALIDATION - During all processing, the system edits transactions to ensure that each entry to a fund is balanced.							
General Ledger	1.011	NUMBER OF PERIODS - Ability to process a 13th period for year-end adjustments.							
General Ledger	1.012	ACCRUAL ACCOUNTING - Allow entity-wide journal accounts for modified to full accrual.							
General Ledger	1.013	FUND ACCRUAL METHOD OPTIONS - Ability for proprietary funds to account on a full accrual and general and special revenue funds on a modified accrual.							
General Ledger	1.014	DO TO/ DUE FROM - Provide for automation of intrafund and interfund clearing entries based on defined rules and ensure funds stay in balance.							
General Ledger	1.015	FUND ACCOUNTING - System must provide all procedural functions of a governmental fund accounting system, including governmental, proprietary (enterprise and internal service), and fiduciary fund types and account groups (general long-term debt and fixed assets).							
General Ledger	1.016	FUND ACCOUNTING - The system should allow for the maintenance of user-defined control accounts linked to subsidiary ledgers (i.e., accounts receivable, accounts payable, fixed assets and encumbrances).							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.017	G/L DRILLDOWN - The system has the ability to drill down to see all G/L account activities, regardless of the module, and include the related accounts of the source journal.							
General Ledger	1.018	JOURNAL ENTRY, MANUAL, AND POSTING FROM OTHER MODULES							
General Ledger	1.019	ENTRY UPLOAD - System must allow uploading and posting of journal entries created by external sources (i.e., bank files, excel, etc.) providing audit trails with the ability to identify journal source.							
General Ledger	1.020	ENTRY NOTES - Allow unlimited notes per journal entries. Please use the comments section to explain any limitations.							
General Ledger	1.021	MANDATORY JOURNAL BALANCING - System must require balancing journal entries and balancing of individual funds and provide for error identification and correction before actual posting occurs. Advise the user of basic deficiencies in a transaction, such as invalid codes, invalid accounts, debit/credit, etc.							
General Ledger	1.022	AUTOMATIC REVERSING JOURNAL ENTRIES - System should allow accrual journal entries to be entered and automatically reversed on the specified reversal date.							
General Ledger	1.023	ALLOCATIONS - Ability to allocate transactions by percent (%) or dollar amount (\$).							
General Ledger	1.024	RECURRING AND STANDARD ENTRIES - System must provide recurring and standard journal entry capability, including:							
General Ledger	1.025	▪ Fixed accounts/fixed amounts							
General Ledger	1.026	▪ Fixed accounts/percentage amount splits							
General Ledger	1.027	▪ Fixed accounts/variable amount splits, and monthly, quarterly, and yearly entries							
General Ledger	1.028	RECURRING ENTRIES - Ability to enter start and stop dates for each recurring entry with the ability to setup entries as:							
General Ledger	1.029	▪ Same amount each period							
General Ledger	1.030	▪ Different amount each period							
General Ledger	1.031	▪ Formula							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.032	▪ Require user entry each period							
General Ledger	1.033	GENERAL LEDGER PROCESSING							
General Ledger	1.034	AUDIT TRAILS - System must provide edit listings and exception reporting of transaction processing by user.							
General Ledger	1.035	AUTOMATIC PERIOD-END PROCESSING - System must provide user-initiated, month-end and, year-end closing automated procedures/entries.							
General Ledger	1.036	PERIOD-END EARNINGS PROCESSING - Provide automatic calculation and posting of earnings (accrued interest) without external calculations and journal entries.							
General Ledger	1.037	CLOSED PERIODS - System must allow (with proper security clearance) the option to re-open a closed period.							
General Ledger	1.038	MULTIPLE OPEN FISCAL YEARS - Ability to have past and current fiscal years open simultaneously.							
General Ledger	1.039	YEAR-END CLOSING - System must provide year-end, system-generated closing transactions for rollover to new year (e.g., balance sheet accounts, encumbrances, project information). Allow for rollover to be performed multiple times.							
General Ledger	1.040	POOLED CASH - Ability to track and allocate interest income to departments for pooled cash.							
General Ledger	1.041	ACCRUALS - Ability to automatically offset accrual transactions by creating and posting the appropriate offsetting entries.							
General Ledger	1.042	FUNDS AND PROJECTS - Ability to post fund and project activity to full-accrual accounts and to automatically calculate fund balance/retained earnings and post to the appropriate accounts.							
General Ledger	1.043	DEPRECIATION - Ability to process under modified and full accrual basis.							
General Ledger	1.044	ENCUMBRANCE ACCOUNTING - System must provide automated journal entries by fund for all encumbrance transactions generated by the Purchasing module.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.045	ENCUMBRANCE ROLL-OVER - System must provide the ability to roll-over all fiscal year-end encumbrances (i.e., open purchase orders and transaction information) to the new fiscal year and generate the new encumbrance and appropriation journal entries (i.e., purchase orders at the end of the fiscal year must roll-over and increase the budget for the new year by the amount of open purchase orders.)							
General Ledger	1.046	INQUIRY - ENCUMBRANCE - Encumbrance inquiry provides information on original encumbrance, amount liquidated to-date, and balance.							
General Ledger	1.047	ENCUMBRANCE STATUS REPORT - System must provide the ability to generate an encumbrance status report.							
General Ledger	1.048	TRANSACTION COMMENTS - Ability to enter comments for unreconciled transactions.							
General Ledger	1.049	TRANSACTION CATEGORIES - Ability to classify reconciliation items by type.							
General Ledger	1.050	RECONCILIATION STATUS - Ability to modify the status of bank reconciliations.							
General Ledger	1.051	MANUAL ENTRY RECONCILIATIONS - Ability to recognize postings made through the General Ledger for items such as bank charges, interest income, etc.							
General Ledger	1.052	RESERVALS - Ability for posted or voided items to be reversed to a cleared or outstanding status.							
General Ledger	1.053	BANK RECONCILIATION							
General Ledger	1.054	BANK RECONCILIATION - Provide standard electronic bank reconciliation functionality (i.e., accounts payable and payroll checks).							
General Ledger	1.055	DOWNLOAD CHECK FILE - Ability to transfer cleared check file from bank into accounts payable, and payroll check files to reconcile outstanding checks.							
General Ledger	1.056	DOWNLOAD BANK STATEMENT - Provide the ability to accept a downloaded bank statement file.							
General Ledger	1.057	P-CARD DOWNLOAD & RECONCILIATION - Ability to download and reconcile a P-Card payments file.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.058	MISMATCH EXCEPTION REPORT - Provide an exception report showing mismatched amounts.							
General Ledger	1.059	CHANGE DOWNLOADED ERRORS - Ability to change errors from downloaded information.							
General Ledger	1.060	MATCHING RULES - Ability to configure matching rules to allow for automatically match bank transactions with general ledger transactions.							
General Ledger	1.061	MATCHING RULE OVERRIDE - Ability to manually override automatically reconciled transactions.							
General Ledger	1.062	USER RESTRICTIONS - System provides the ability to make corrections or changes during the reconciliation process with appropriate user authorization.							
General Ledger	1.063	MULTIPLE ACCOUNTS - Ability to reconcile unlimited number of accounts.							
General Ledger	1.064	OUTSTANDING CHECKS REPORT - Ability to generate daily, monthly, annual, or specified date-range reports that show the total amount and number of outstanding checks by bank account and by fund.							
General Ledger	1.065	VOIDED CHECKS - Ability to import cancelled checks from the bank accounts for AP and Payroll.							
General Ledger	1.066	CHECK RECONCILIATION TRACKING - Ability to track check activity dates, such as issue date, void date, reversal date, cleared date, and stop-payment dates.							
General Ledger	1.067	MONTHLY TRANSACTION REPORT - Provide a monthly detailed transaction listing by bank account.							
General Ledger	1.068	SUMMARY RECONCILIATION REPORTS - Ability to generate a daily, monthly, annual, or specified date range report of all cleared checks by bank account, fund, check amount, check number, and payee.							
General Ledger	1.069	INQUIRIES/REPORTING							
General Ledger	1.070	SELECTIVELY CHOOSE AND SORT DATA - Provide the ability to selectively choose, and sort data and provide totals by any account segment (not necessarily sequential.)							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.071	JOURNAL ENTRY SEARCH - Ability to search journal entries by the following information:							
General Ledger	1.072	▪ Dollar Amounts							
General Ledger	1.073	▪ Receipt Number							
General Ledger	1.074	▪ Description							
General Ledger	1.075	TRANSACTION INQUIRY - System must provide the capability to display both pending (not permanently posted) and encumbrance transaction amounts and descriptions for inquiry or reporting.							
General Ledger	1.076	DISPLAY ALL DETAIL - System must provide the ability to query online an account number (by date and/or account number range) and access all related detail transactions through "drill-down capability", whether stored in the general ledger or another module.							
General Ledger	1.077	ACCOUNT INQUIRY - Provide account number inquiry and display original budget, revised budget, encumbrances, expenditures, and available balance.							
General Ledger	1.078	SEARCHING USING WILDCARDS - The system has the ability to perform wild card search capabilities based on any segment or account description in the City's Chart of Accounts.							
General Ledger	1.079	G/L SEGMENT REPORTING - The system has the ability to generate a report across any segment or group of segments in the chart of accounts.							
General Ledger	1.080	G/L COMBINED REPORTING - The system has the ability to generate a report across ranges that are not in sequence (e.g., combine funds that are not in sequence - 600 and 900 accounts.)							
General Ledger	1.081	FISCAL / CALENDAR YEAR REPORTING - Ability to run reports on a fiscal- and calendar-year basis.							
General Ledger	1.082	MULTI-YEAR REPORTS - Ability to generate multi-year reports (e.g., comparison, detail, etc.)							
General Ledger	1.083	HISTORICAL REPORTING - Ability to retain and report on ten historical fiscal years.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.084	HISTORICAL MONTHLY REPORTING - Ability to run all financial reports by month across multiple fiscal years.							
General Ledger	1.085	TRANSACTION DETAIL CONTENT - Detail transactions should contain vendor names where applicable; actual transaction date, source document reference, originating source, etc.) and ending balances by any accounting period.							
General Ledger	1.086	GENERAL LEDGER AND BUDGET REPORTING - Provide reporting ability for general ledger and budget reporting on cash and modified accrual basis.							
General Ledger	1.087	ACCESS SECURITY - Ability to restrict a department's inquiry and reporting based on their general ledger account codes only.							
General Ledger	1.088	REPORTING REQUIREMENTS - System must comply with current Generally Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), Illinois state, and federal reporting requirements.							
General Ledger	1.089	ALLOCATION REPORTING - System must provide the capability to post allocations to general ledger and generate report of allocations.							
General Ledger	1.090	PROOF AND POSTING REPORTS - System must provide proof and posting reports of cash, payables, payroll, receivables, inventory, and any other sub-ledgers producing automatic journal vouchers and adjusting journal entries prior to posting.							
General Ledger	1.091	BATCH REVIEW AND EDIT - System must provide the capability to review online and edit batches before permanent update.							
General Ledger	1.092	TRIAL BALANCE REPORT - System must provide on-demand Working Trial Balance, Detail Trial Balance, and Summary Trial Balance reports by selected funds.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.093	DETAIL AND SUMMARY GENERAL LEDGER - System must provide the ability to query and produce reports of general ledger detail transactions and summary transactions, sorted and summarized by any element(s) within the account number, including budget information.							
General Ledger	1.094	SUMMARY OF PROJECT STATUS REPORT - REVENUE AND EXPENDITURE - System must provide the ability to generate a summary of project status report with project-to-date budgets and actuals. Project detail transactions must be accessible from previous years.							
General Ledger	1.095	SUBSIDIARY RECONCILIATION REPORT - System must provide the ability to generate a subsidiary reconciliation report (e.g., accounts payable, accounts receivable.)							
General Ledger	1.096	FUND REPORTING - System must provide the ability to group selected funds for consolidated reporting.							
General Ledger	1.097	SUMMARY EXPENDITURE REPORT - System must provide the ability to generate a summary expenditure report with ability to sort by any element in the account structure.							
General Ledger	1.098	SUMMARY REVENUE REPORT - System must provide the ability to generate a summary revenue report with ability to sort by any element in chart of accounts.							
General Ledger	1.099	DETAIL TRANSACTION EXPENDITURE REPORT - System must provide the ability to generate a detail transaction expenditure report with selected subtotals.							
General Ledger	1.100	DETAIL TRANSACTION REVENUE REPORT - System must provide the ability to generate a detail transaction revenue report with selected subtotals.							
General Ledger	1.101	COMPREHENSIVE ANNUAL FINANCIAL REPORTS (CAFR) - System should provide required comprehensive, formal financial reports.							
General Ledger	1.102	REPORT WRITING TOOL - System should provide a user-friendly financial report writing tool with sample reports to assist users in developing customized reports.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.103	INTERFACES AND INTEGRATIONS TO GENERAL LEDGER							
General Ledger	1.104	INTERFACE - WORK ORDER MANAGEMENT AND COST ACCOUNTING - System must provide an integration to an external work order management system, including ability to link work orders to project number in general ledger.							
General Ledger	1.105	INTEGRATION - MAINTENANCE MANAGEMENT - Maintenance Management should provide labor and parts costs to the general ledger.							
General Ledger	1.106	INTEGRATION - FLEET MAINTENANCE - Fleet Maintenance should provide labor and parts costs to the general ledger.							
General Ledger	1.107	IMPORT RECURRING G/L ENTRY - Ability to import Excel recurring journal entries from third-party vendor exported file. Please comment on the acceptable file formats							
General Ledger	1.108	IMPORT G/L ENTRIES - Ability to import G/L entries into the system.							
General Ledger	1.109	ACH TRANSACTIONS - ACH transactions to debit customer bank checking accounts automatically for monthly payments.							
General Ledger	1.110	INTERFACE - WORKERS COMP - Workers compensation voucher and check File.							
General Ledger	1.111	INTERFACE - INVESTMENT BANKS - Provide interface to investment banks to allow tracking of investments and monthly-pooled interest allocations (journal entries, daily/monthly statements, wires, transfers.)							
General Ledger	1.112	INTERFACE - SERVICE BANKS - Provide ability to interface to service banks for monthly trustee statements for journal entries; daily and monthly statements, wires, and transfers.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
General Ledger	1.113	INTERFACE - PAYROLL INTEGRATION - Ability to import labor expense distribution (salaries, benefits, and deductions) and reporting into pre-defined G/L account number(s).							
General Ledger	1.114	INTERFACE - PROJECT/GRANT ACCOUNTING - System must provide integration between the general ledger and project/grant accounting.							
General Ledger	1.115	INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - The system must integrate with the City's existing Laserfiche enterprise EDMS system If your system does not integrate with Laserfiche please describe what other prominent EDMS system(s) you can integrate with or explain the EDMS or content management solution you propose for the City's use with your system.							
General Ledger	1.116	INTERFACE - MICROSOFT EXCEL EXPORT - Provide for downloading of detail transactions to PC. Vendor to comment on methods of accomplishing for each application.							
General Ledger	1.117	INTERFACE - MICROSOFT EXCEL IMPORT - Provide for uploading of detail transactions from PC. Vendor to comment on methods of accomplishing for each application.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Human Resources		Human Resources							
Human Resources	11.000	HUMAN RESOURCES - GENERAL							
Human Resources	11.001	USER-DEFINED FIELDS - Ability to add unlimited user-defined fields, as needed.							
Human Resources	11.002	EMPLOYEE FIELDS - Provide the ability to maintain and report on employee's current information such as:							
Human Resources	11.003	▪ Employee Number							
Human Resources	11.004	▪ Name (first, middle, last, suffix)							
Human Resources	11.005	▪ Address							
Human Resources	11.006	▪ City							
Human Resources	11.007	▪ County							
Human Resources	11.008	▪ State							
Human Resources	11.009	▪ Zip							
Human Resources	11.010	▪ Home Phone							
Human Resources	11.011	▪ Mobile Phone							
Human Resources	11.012	▪ Email Address							
Human Resources	11.013	▪ Gender							
Human Resources	11.014	▪ Birth Date							
Human Resources	11.015	▪ Marital Status							
Human Resources	11.016	▪ Emergency Contact Information							
Human Resources	11.017	▪ Education Start Date							
Human Resources	11.018	▪ Education End Date							
Human Resources	11.019	▪ Degree (for each)							
Human Resources	11.020	▪ School							
Human Resources	11.021	▪ Hire Date							
Human Resources	11.022	▪ Anniversary Date							
Human Resources	11.023	▪ Evaluation Date							
Human Resources	11.024	▪ Status (e.g., active, leave, terminated, full-time, part-time, etc.)							
Human Resources	11.025	▪ Termination Date							
Human Resources	11.026	▪ Home Department							
Human Resources	11.027	▪ Division							
Human Resources	11.028	▪ Supervisor							
Human Resources	11.029	▪ Extension							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Human Resources	11.030	▪ Position Number							
Human Resources	11.031	▪ Position							
Human Resources	11.032	▪ Labor Distributions/Allocations (department splits)							
Human Resources	11.033	▪ Fund							
Human Resources	11.034	▪ Pay Type (hourly vs. salaried)							
Human Resources	11.035	▪ Primary Pay Rate (w/auto calculated pay equivalents)							
Human Resources	11.036	▪ Primary Pay Effective Date							
Human Resources	11.037	▪ Pay Grade							
Human Resources	11.038	▪ Pay Frequency							
Human Resources	11.039	▪ Default Hours Worked Each Week							
Human Resources	11.040	▪ Drivers License Number							
Human Resources	11.041	▪ Federal Exemptions							
Human Resources	11.042	▪ Additional Federal Percentage Amount							
Human Resources	11.043	▪ Additional Federal Dollar Amount							
Human Resources	11.044	▪ State Exemptions							
Human Resources	11.045	▪ Additional State Percentage Amount							
Human Resources	11.046	▪ Additional State Dollar Amount							
Human Resources	11.047	▪ Retirement Plan(s)							
Human Resources	11.048	▪ Time Off hours (e.g., comp Time, sick, vacation ,etc.)							
Human Resources	11.049	POSITION TYPE ID - Provide position type indicator (e.g., temporary, regular, part-time, seasonal, etc.).							
Human Resources	11.050	SALARY DATA - Provide fields to maintain current employee salary data (e.g., annual salary, pay period salary, hourly rate, other types of pay [e.g., acting pay, night shift pay, etc.]).							
Human Resources	11.051	UNLIMITED PRIOR YEARS HISTORY - Maintain unlimited prior year's history and effective dates.							
Human Resources	11.052	ELECTRONIC PERSONNEL ACTIONS - Ability to electronically request, approve, and track all personnel actions, such as promotions, salary modifications, transfers, change in status, career incentive, etc..							
Human Resources	11.053	PERSONNEL ACTION FORMS - Ability for department supervisors to submit Personnel Action Forms online and automatically submit to appropriate Human Resource Department staff.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Human Resources	11.054	COMPANY PROPERTY - Ability to track company property (e.g., vehicles, phones, laptops, etc.) and maintain history.							
Human Resources	11.055	COMPANY PROPERTY - Ability to define company property types (e.g., vehicles, phones, laptops, etc.).							
Human Resources	11.056	NOTES - Ability to add unlimited notes to employee record.							
Human Resources	11.057	ALERTS & AUTO EMAIL - Ability to set reminder alerts on all dates (e.g., birth date, award dates, performance appraisal due date, probationary period expiration date, etc.) and auto-email to anyone (e.g., supervisor).							
Human Resources	11.058	EMPLOYEE ALLOCATIONS - Ability to allocate an employees cost (salary, leave, insurance, taxes, etc.) by percentage to different program/cost centers. The total percentage must equal 100%.							
Human Resources	11.059	EMPLOYEE ALLOCATIONS - Program/Project/Cost Center allocation to be allocation of gross cost including benefits.							
Human Resources	11.060	EMPLOYEE ALLOWANCES - Ability to create and update employee allowances for selected staff members or groups.							
Human Resources	11.061	EMPLOYEE ALLOWANCES WITH DATES - Ability to create and update employee allowances for selected staff members or groups with expiration or renewal dates.							
Human Resources	11.062	TOTAL COMPENSATION REPORT - Provide total compensation report, including all pay, cost of benefits, including reimbursements to and by employees for a chosen period.							
Human Resources	11.063	SALARY RANGE BY LEVEL - Track salary each level ranges (e.g., low, mid, and high points).							
Human Resources	11.064	SALARY CHANGES - Track salary changes (e.g., COLA increase - contract, longevity, step, annual review 0-5% general list within range, etc.).							

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Human Resources	11.065	POSITION CONTROL							
Human Resources	11.066	HISTORY - Ability to see who has held position in the past.							
Human Resources	11.067	CURRENT CONTROL - Ability to see who holds the position now.							
Human Resources	11.068	POSITION REQUIREMENTS - Ability to set requirements for all positions, including required physical, drug, and work screenings which will populate the new employee record.							
Human Resources	11.069	OPEN POSITIONS - Ability to report how long a position has been open.							
Human Resources	11.070	OPEN POSITION COSTS - Ability to report all costs associated with open position.							
Human Resources	11.071	OPEN AVAILABILITY - Ability to report number of times a position has been open.							
Human Resources	11.072	POSITION ACTIVITY BY DEPARTMENT - Ability to report on position activity by department and division.							
Human Resources	11.073	NEW POSITION APPROVALS - Must have an approval process to create a new position.							
Human Resources	11.074	POSITION CHANGE NOTES - Track notes for each position change.							
Human Resources	11.075	POSITION NUMBERS - Ability to assign all new hires to a valid position number.							
Human Resources	11.076	POSITION NUMBERS - Ability to assign a 10-position code number (Program - 3 digits, Job Classification - 4 digits, Counter - 3 digits).							
Human Resources	11.077	INACTIVATE POSITION - Provide the ability to inactivate or delete a position while keeping employee classification history.							

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Human Resources	11.078	POSITION CHANGE WORKFLOW - Ability to notify user-defined department employees when changes in personnel occur (e.g., IT for passwords, payroll and prior departments, demographic changes, etc.).							
Human Resources	11.079	INQUIRY - Ability to inquire by job title or position number resulting in a display of employees that are filling the position.							
Human Resources	11.080	UNLIMITED USER-DEFINED POSITION INFO - Provide a classification system with rules that ensure proper enrollment with unlimited user-defined position titles, position numbers, benefits and unlimited pay step ranges per classification.							
Human Resources	11.081	POSITION HISTORY - Provide position history showing employees filling position, title change, reclassification, transfer of the position to another department, initiation, elimination, and related dates.							
Human Resources	11.082	POSITION EFFECTIVE DATES - Ability to assign effective date ranges to individuals entering and exiting positions.							
Human Resources	11.083	POSITION TRACKING - Provide a report showing department position number and status (filled, not filled).							
Human Resources	11.084	POSITION REPORTING - Ability to generate a periodic position department control report showing authorized, filled, and vacant by department and classification.							
Human Resources	11.085	APPLICANT TRACKING							
Human Resources	11.086	ONLINE APPLICANT TRACKING - Ability to post open positions online and accept online job applications.							
Human Resources	11.087	ONLINE APPLICANT TRACKING - Ability to provide notifications and letters to job applicants.							
Human Resources	11.088	NEW HIRES & TERMINATIONS - Ability to track new hires and terminations with user-defined fields.							
Human Resources	11.089	NEW HIRE TRACKING - Ability to track all new hire requirements and their completion dates (e.g., orientation class).							
Human Resources	11.090	TERMINATION CAUSE & DATE - Provide for entry of termination information (reason and date).							

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Human Resources	11.091	GRIEVANCE TRACKING - Ability to track grievance status, including employee ID, employee full name, title, grievance number, type, sub-type, steps with dates, notes, meetings, arbitration dates, settlement type, department, etc..							
Human Resources	11.092	DISCIPLINARY COMPLAINTS - Ability to track disciplinary complaints and report based on explanation, position, employee, supervisor involved, etc..							
Human Resources	11.093	DISCIPLINARY ACTIONS - Ability to track disciplinary actions and report based on explanation, position, employee, supervisor involved, suspension date, etc..							
Human Resources	11.094	DISCIPLINARY ATTACHMENTS - Provide ability to attach files or scan documents and attach to disciplinary records.							
Human Resources	11.095	EMPLOYEE INCIDENT REPORTING - Track employee incidents (i.e., accidents, injuries, asset loss, etc.).							
Human Resources	11.096	ATTACHMENTS - Ability to link document images to employee records for photos, I-9 forms, licenses and certificates.							
Human Resources	11.097	CUSTOM LETTERS & FORMS - Ability to create custom letters and forms (i.e., anniversary letters, birthday letters, probationary period reached letters, etc.).							
Human Resources	11.098	HIERARCHY LEVEL SECURITY - Ability to set security and drill-down levels so that a manager can have access to their staffs' general information, but not to specified fields (i.e., no access to social security numbers or other protected information).							
Human Resources	11.099	NEW POLICY REVIEWS - Ability to track policy reviews and acceptance.							
Human Resources	11.100	RENEWAL DATES - Ability to track management personnel contract renewal dates.							
Human Resources	11.101	MOU TRACKING - Ability to track history of Memorandum of Understanding (MOU) compensation and benefit plans by group.							
Human Resources	11.102	AUDIT TRAILS - Provide audit trails for every change made to data in the system.							

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Human Resources	11.103	REPORTING - Ability to generate a detailed position control report showing name, budgetary unit, accounting fund, and general ledger account number.							
Human Resources	11.104	REPORTING - Ability to generate a personnel action change summary report by type and department.							
Human Resources	11.105	ACCRUAL HOURS REPORT - Provide reporting of employee vacation, sick, compensation, administrative, and holiday hour balances available.							
Human Resources	11.106	EMPLOYEE HISTORY - Ability to track all employee historical information (e.g., salary dates, promotion dates, benefits, evaluation rating, etc.).							
Human Resources	11.107	GASB 45 - CENSUS REPORT - Ability to provide GASB 45 census report (employee birthday, sex, marital status, etc.)							
Human Resources	11.108	BENEFITS							
Human Resources	11.109	TRACK LONG-TERM LEAVE - Tracking and reporting of long-term leave (e.g., family and medical leave, maternity leave, time off without pay), and reason for leave without pay.							
Human Resources	11.110	ANNUAL LEAVE BANK - Track annual leave bank based on years of service and associated hours earned per pay period.							
Human Resources	11.111	ANNUAL LEAVE REIMBURSABLE - Ability to pay out accumulated annual leave benefit upon termination.							
Human Resources	11.112	SICK LEAVE UNREIMBURSABLE - Ability to restrict sick leave payout upon termination.							
Human Resources	11.113	SICK LEAVE & RETIREMENT BALANCE - Ability to add sick leave balance to time served for retirement benefit.							
Human Resources	11.114	PART TIME ACCRUALS - Ability to prorate part-time accruals by actual hours worked if consistently at a minimum of 30 hours per week.							
Human Resources	11.115	FISCAL & CALENDAR YEAR BENEFITS - Ability to track, accrue, and calculate benefits/supplements that are based on fiscal year schedules in addition to other benefits/supplements that are calculated based on a calendar year schedule.							

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Human Resources	11.116	MULTIPLE BENEFIT PLANS - Ability to have multiple benefit plans.							
Human Resources	11.117	BENEFIT INFORMATION - Capture and track all benefit information for multiple plans and tiers such as, but not limited to:							
Human Resources	11.118	▪ Employee Name							
Human Resources	11.119	▪ Social Security Number							
Human Resources	11.120	▪ Date of Birth							
Human Resources	11.121	▪ Spouse Name							
Human Resources	11.122	▪ Spouse Date of Birth							
Human Resources	11.123	▪ Spouse Social Security Number							
Human Resources	11.124	▪ Dependents Names							
Human Resources	11.125	▪ Dependents Dates of Birth							
Human Resources	11.126	▪ Dependents Social Security Number							
Human Resources	11.127	▪ Insurance Plans							
Human Resources	11.128	▪ Type of Coverage (e.g., employee only, employee plus one dependent, employee plus family, etc.)							
Human Resources	11.129	▪ COBRA Insurance Premium							
Human Resources	11.130	▪ Amount of Reimbursements to Employees							
Human Resources	11.131	▪ Benefit Deduction Amounts							
Human Resources	11.132	COST OF BENEFITS - Provide the ability to calculate the cost of benefits (employer and employee) based on current or anticipated changes in costs.							
Human Resources	11.133	MULTIPLE COMPENSATION BANKS - Ability to track different types of compensation banks for each employee (e.g., night shift hours, day shift hours, acting hours, overtime hours, etc.).							
Human Resources	11.134	DEFERRED COMPENSATION MATCH - Need ability to calculate a deferred compensation match based upon employee group, rate of pay, and years of service.							
Human Resources	11.135	ACCRUAL FLAG - Prevent an employee from accruing certain hours until having been hired for a user-defined period (e.g. no vacation accrual for the first year).							

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Human Resources	11.136	MAX ACCRUAL FLAG - Provide a flag or notification when an employees accrual (sick, vacation, etc.) has reached their maximum.							
Human Resources	11.137	YTD LEAVE USE & ACCRUAL - Ability to inquire online and generate reports detailing employee leave balance, accrual, use patterns on a cumulative calendar/fiscal YTD basis.							
Human Resources	11.138	COMPARE LEAVE USE & ACCRUAL - Ability to compare employee leave balance, accrual, and use patterns to the same period in prior year.							
Human Resources	11.139	LEAVE ACCRUAL STORAGE - Ability to store leave accrual and balances for a user-defined period of time.							
Human Resources	11.140	BENEFIT TRACKING - Ability to track the following information per employee:							
Human Resources	11.141	▪ Pension/Retirement Plans							
Human Resources	11.142	▪ Health, Dental and Vision Insurance							
Human Resources	11.143	▪ Life Insurance							
Human Resources	11.144	▪ Disability Insurance							
Human Resources	11.145	MULTIPLE LEAVE DESIGNATIONS - Ability to have unlimited leave designations.							
Human Resources	11.146	PAID LEAVE BENEFIT TRACKING - Ability to track the following information per employee:							
Human Resources	11.147	▪ Annual Leave							
Human Resources	11.148	▪ Holiday Pay							
Human Resources	11.149	▪ Emergency Leave							
Human Resources	11.150	▪ Family Medical Leave (FMLA)							
Human Resources	11.151	▪ Funeral/Bereavement Leave							
Human Resources	11.152	▪ Jury Duty							
Human Resources	11.153	▪ Military Leave							
Human Resources	11.154	▪ Work Injury Leave							
Human Resources	11.155	LEAVE BENEFIT - Ability for system to determine leave time benefit based on adjusted service date.							
Human Resources	11.156	BENEFIT COSTS ONLINE - Provide online view of benefit costs by benefit group, employee classification, department, etc..							

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Human Resources	11.157	MASS UPDATE - Ability to mass-update benefit plans (e.g., enrollment dates, and/or premium rates) based on annual open enrollment or, on an ad hoc basis.							
Human Resources	11.158	LENGTH OF SERVICE - Ability for system to automatically calculate the employee's length of service.							
Human Resources	11.159	PLAN INFORMATION - Ability to maintain and track:							
Human Resources	11.160	▪ Group number							
Human Resources	11.161	▪ Policy numbers							
Human Resources	11.162	▪ Addresses of outside agencies							
Human Resources	11.163	▪ Plan names							
Human Resources	11.164	▪ Plan descriptions							
Human Resources	11.165	▪ Plan dates							
Human Resources	11.166	▪ Plan years							
Human Resources	11.167	RULES BY EMPLOYEE CLASS - Ability to define benefit plan rules by employee group.							
Human Resources	11.168	RATE TABLES & CALC RULES - Ability to maintain rate tables and calculation rules.							
Human Resources	11.169	SPLIT COSTS TO DIVISION/PROGRAM - Ability to support and track both employee and employer benefit costs and allocate those cost to follow employee division and/or program/project splits.							
Human Resources	11.170	DEPENDENT TRACKING - Ability to track dependents for each employee, including whether or not they are full-time students.							
Human Resources	11.171	DEPENDENT TRACKING - Ability to track each benefit by specific dependent as they may be different within a family.							
Human Resources	11.172	HIPPA SECURITIES - System should have appropriate securities in place to avoid HIPPA violations (e.g., disclosure, reporting, inquires of confidential information, etc.).							
Human Resources	11.173	HIPPA SECURITIES - Ability to restrict information by fields or screen for HIPPA compliance.							
Human Resources	11.174	REPORTS MAIL MERGE - Ability to mail merge queried reports with standard template letters.							

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Human Resources	11.175	DEFERRED COMPENSATION REPORT - Weekly reporting of deferred compensation plans or retirement health savings.							
Human Resources	11.176	EMPLOYEE SELF-SERVICE							
Human Resources	11.177	WEB-BASED - Provide a Web-based employee self service module accessible through standard system user access or via the internet. Have employee and manager level user control options.							
Human Resources	11.178	EMPLOYEE & DEPENDENT INFORMATION UPDATES - Ability to change address, phone, emergency contacts, etc., for employee and dependents.							
Human Resources	11.179	BENEFIT ENROLLMENT AND INQUIRY - Allow employees to enroll and manage benefits (e.g., health insurance) via the Web from either work or home.							
Human Resources	11.180	HR RESOURCES - Provide the ability to download and print Human Resources Department-related forms.							
Human Resources	11.181	REQUEST LEAVE ONLINE - Ability to request leave online with supervisor ability to approve.							
Human Resources	11.182	HEALTH INS COVERAGE - Provide the ability for employees to review their health insurance coverage via the Web from either work or home.							
Human Resources	11.183	ONLINE PAY STUB HISTORY - Ability for employees to lookup historical pay stub information online.							
Human Resources	11.184	PRINT W-2s - Provide the ability for employees to print W-2's via the Web from either work or home.							
Human Resources	11.185	PRINT BENEFIT STATEMENTS - Provide the ability for employees to view and print benefits in a statement format via the Web from either work or home.							
Human Resources	11.186	SECURITY - Ability to set security levels for employees to be able to view and only change certain fields (e.g., address).							

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Human Resources	11.187	APPROVALS - Ability for Human Resources Department staff to approve changes employees make to user specified fields (i.e., address, leave, vacations). Allow routing to an individual or group of individuals for substitution or escalation approvals, if request not approved within time guidelines. Provide notification of actions to be sent via email.							
Human Resources	11.188	TIME RECORDS - Ability for everyone to view and enter their own time records online. Allow external time sheet usage with entry into the system to be at the employee or department level.							
Human Resources	11.189	LEAVE/ACCRUAL REPORTS - Ability for employee to view & print their own leave/accrual reports.							
Human Resources	11.190	VALID LEAVE CODES - Ability to determine if a person can use a benefited leave code, based on policy, user-definable.							
Human Resources	11.191	HEALTH INSURANCE/COBRA							
Human Resources	11.192	DEPENDENT INFORMATION - Provide the ability to maintain and report on dependent information such as:							
Human Resources	11.193	▪ Name							
Human Resources	11.194	▪ Address							
Human Resources	11.195	▪ Gender							
Human Resources	11.196	▪ Relationship							
Human Resources	11.197	▪ Birth Date							
Human Resources	11.198	▪ Other Insurance							
Human Resources	11.199	▪ Name of Company							
Human Resources	11.200	▪ Student Status							
Human Resources	11.201	▪ Military Status							
Human Resources	11.202	COST COMPARISONS - Ability to view cost (per pay check) comparison scenarios (i.e., eligible employee only vs. family coverage) online.							
Human Resources	11.203	ELIGIBILITY NOTIFICATIONS - Ability to automatically generate notices/letters of eligibility.							
Human Resources	11.204	CUSTOM ENROLLMENT FORMS - Ability to customize enrollment forms.							

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Human Resources	11.205	PENDING ENROLLMENTS & CHANGES - Ability to manage pending enrollments (including open enrollment) and changes.							
Human Resources	11.206	DEPENDENT ENROLLMENT REPORT - Ability to generate benefit enrollment dependent report.							
Human Resources	11.207	TERMINATION RULES - Ability to maintain rules for termination of employee coverage.							
Human Resources	11.208	RETROACTIVE DEDUCTIONS - Ability to automatically calculate retroactive deductions.							
Human Resources	11.209	PRE- & POST-TAX DEDUCTIONS - Ability to define plan deductions as both pre-tax and post-tax.							
Human Resources	11.210	ANNUAL STATEMENT OF BENEFITS - Ability to produce an "Annual Statement of Benefits" for each employee.							
Human Resources	11.211	EMPLOYEE & EMPLOYER PREMIUM REPORT - Provide a report that shows the premiums by employee and employer.							
Human Resources	11.212	ELIGIBLE FOR COVERAGE REPORT - Provide a report that shows when an employee becomes eligible for coverage and enrollment.							
Human Resources	11.213	COBRA - Ability to collect and track benefit payments for COBRA participants according to current requirements.							
Human Resources	11.214	COBRA - Provide COBRA capabilities to notify employees and dependents and process enrollments.							
Human Resources	11.215	COBRA - Track COBRA administration and premium collection.							
Human Resources	11.216	COBRA - Ability to track COBRA insurance coverage for qualified beneficiaries.							
Human Resources	11.217	FMLA							
Human Resources	11.218	BENEFIT PAYMENTS - Ability to collect and track benefit payments for FMLA participants according to current requirements.							
Human Resources	11.219	ELIGIBILITY - Ability to determine eligibility for FMLA.							
Human Resources	11.220	LEAVE TRACKING - Ability to track all leave on a rolling or user-defined calendar basis.							

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Human Resources	11.221	USER DEFINED FORMS - Ability to track when user defined forms are sent to the employee and when they are due back.							
Human Resources	11.222	DATA - Ability to track the following FMLA data elements:							
Human Resources	11.223	▪ Date FMLA requested							
Human Resources	11.224	▪ Reason for FMLA							
Human Resources	11.225	▪ History of when taken							
Human Resources	11.226	▪ Date due to return							
Human Resources	11.227	▪ Follow up notes/contacts							
Human Resources	11.228	▪ Doctor's note returned							
Human Resources	11.229	▪ Date doctor's note returned							
Human Resources	11.230	NOTIFICATIONS - Automatically generated letters with the date each is generated:							
Human Resources	11.231	▪ Approval letter							
Human Resources	11.232	▪ Rejection letter							
Human Resources	11.233	▪ Provisional letter							
Human Resources	11.234	▪ 2nd notification letter							
Human Resources	11.235	▪ Workers' Comp-related letter							
Human Resources	11.236	▪ Expiration letter							
Human Resources	11.237	▪ Owe for insurance/retirement letter							
Human Resources	11.238	ON LEAVE REPORT - Ability to report on who is out, when, and why, including the following fields:							
Human Resources	11.239	▪ Employee name (last, first)							
Human Resources	11.240	▪ Hire date							
Human Resources	11.241	▪ Date leave began							
Human Resources	11.242	▪ Estimated return to work date							
Human Resources	11.243	▪ Actual return to work date							
Human Resources	11.244	▪ Date leave expires							
Human Resources	11.245	▪ Reason/Leave							
Human Resources	11.246	▪ Termination date							

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Human Resources	11.247	WORKERS' COMPENSATION							
Human Resources	11.248	TRACK BY EMPLOYEE - Track hours and related dollars for workers compensation time off by employee.							
Human Resources	11.249	TRACK BY INJURY - Track hours and related dollars for Workers' Compensation related to personnel time off, by injury.							
Human Resources	11.250	DATA - Ability to track and report on the following data relating to accidents and injuries:							
Human Resources	11.251	▪ Workers' Comp Code							
Human Resources	11.252	▪ Date of injury							
Human Resources	11.253	▪ Time of injury							
Human Resources	11.254	▪ Type of injury							
Human Resources	11.255	▪ Explanation (unlimited text)							
Human Resources	11.256	▪ Body part injured							
Human Resources	11.257	▪ Geographic location (unlimited text)							
Human Resources	11.258	▪ Description of accident (unlimited text)							
Human Resources	11.259	▪ Description of medical care (unlimited text)							
Human Resources	11.260	▪ Name of medical facility							
Human Resources	11.261	▪ Address							
Human Resources	11.262	▪ Phone Number							
Human Resources	11.263	▪ Name of doctor							
Human Resources	11.264	▪ Dates seen							
Human Resources	11.265	▪ Days lost							
Human Resources	11.266	▪ Type of equipment involved							
Human Resources	11.267	▪ Witnesses and contact information							
Human Resources	11.268	▪ Cause of injury (unlimited text)							
Human Resources	11.269	▪ 1st aid only (yes/no)							
Human Resources	11.270	▪ Explain (unlimited text)							
Human Resources	11.271	▪ Date of claim							
Human Resources	11.272	▪ Status of claim							
Human Resources	11.273	▪ New review							
Human Resources	11.274	▪ Disposition of claim							
Human Resources	11.275	▪ Claim amount							
Human Resources	11.276	▪ Amount of loss							
Human Resources	11.277	▪ Case number							

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Human Resources	11.278	▪ Adjuster							
Human Resources	11.279	▪ Fatality (yes/no)							
Human Resources	11.280	▪ Date reported to supervisor							
Human Resources	11.281	▪ Misc. Notes							
Human Resources	11.282	WORKFLOW - Ability to track and notify user-defined departments at user-defined time frames using the following steps:							
Human Resources	11.283	▪ Job injury charged							
Human Resources	11.284	▪ Dates and number of hours to be charged							
Human Resources	11.285	▪ Total hours of sick or other eligible leave							
Human Resources	11.286	▪ Date employee returned to work							
Human Resources	11.287	▪ 14-day exhaustion notice/alert							
Human Resources	11.288	STATUS FIELD - Ability to track job injury status as (1) No Pay or (2) Use Other Leave.							
Human Resources	11.289	SELECTION FIELDS - Workers' Comp report selection fields: Date leave began, from and to date.							
Human Resources	11.290	REPORTING - Workers' Comp report including the following fields:							
Human Resources	11.291	▪ Employee Name (last, first)							
Human Resources	11.292	▪ Hire date							
Human Resources	11.293	▪ Date of injury							
Human Resources	11.294	▪ Date leave began (allow multiples)							
Human Resources	11.295	▪ Return to work date (allow multiples)							
Human Resources	11.296	▪ Reason / Injury							
Human Resources	11.297	▪ Restricted duty date							
Human Resources	11.298	ADJUSTMENTS & AUDIT TRAIL - Ability to adjust accrual balances (within security constraints) when sick, vacation, or administrative leaves are replaced by Worker's Compensation, including an audit trail of adjustments.							

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Human Resources	11.299	PERFORMANCE EVALUATIONS							
Human Resources	11.300	PERFORMANCE REVIEW CRITERIA - Ability to track and report on annual performance evaluations which use performance ratings (e.g., exceeds, meets, needs improvement, unacceptable) on individual items in grouped sections (e.g., goals & objectives, core competencies, etc.) with totals per section and an overall total performance rating.							
Human Resources	11.301	PERFORMANCE REVIEW ITERATIONS - Ability to maintain performance review information, including, but not limited to, the review period starting and ending dates, ratings, reason code for the review, current salary or step, and classification in which the employee was working during the review period.							
Human Resources	11.302	ONLINE WORKFLOW - Ability to conduct employee pay for performance reviews online with workflow between multiple authorized personnel.							
Human Resources	11.303	EVALUATION ATTACHMENTS - Ability to attach unlimited documents to the evaluation record.							
Human Resources	11.304	PRINT BY DIVISION - Print out employee reviews due by division.							
Human Resources	11.305	DEFINE SCHEDULE - Ability to define employee review schedule.							
Human Resources	11.306	PAST DUE NOTIFICATION - Provide a report/electronic message of employee reviews that are past due according to a user-specified time period.							
Human Resources	11.307	ANNUAL EVALUATION DATE - Ability to track an annual evaluation date separate from other dates, which can change based upon future position promotions.							
Human Resources	11.308	PERFORMANCE EVALUATION TRACKING - Ability to track and notify evaluators of performance evaluation due dates.							
Human Resources	11.309	PERFORMANCE EVALUATION TRACKING - Ability to track evaluation results (e.g., score, average scores, date, increase, etc.) and status.							

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Human Resources	11.310	MERIT PAY - Ability to apply a retro back pay date to begin new annual merit pay.							
Human Resources	11.311	MERIT PAY - Ability to generate a notification when an employee will received merit pay, but whose classification group was reduced.							
Human Resources	11.312	MASS PAY CHANGE - Ability to mass change percentage pay increases.							
Human Resources	11.313	MASS PAY CHANGE - Ability to exclude some employees from mass percentage pay increases.							
Human Resources	11.314	MERIT INCREASES - Ability to track, report, and adjust pay rates based upon merit percentage derived from the annual performance evaluation, which uses performance ratings (exceeds, meets, needs improvement, unacceptable) tied to a percentage increase.							
Human Resources	11.315	REPORT BY - Ability to report on all performance evaluation data, including all evaluations (i.e., ratings by section and in total, by Division and by Program).							
Human Resources	11.316	TRAINING & CERTIFICATION							
Human Resources	11.317	TRAINING ATTENDANCE - Ability to track training dates and attendance.							
Human Resources	11.318	EMPLOYEE EVENT TRACKING - Ability to scheduling, track and manage employee events.							
Human Resources	11.319	TRACK COMPLETIONS - Track courses completed by each employee. Allow inclusion of past training & certifications.							
Human Resources	11.320	TRACK DRIVER STATUS - Track driver records and license expirations.							
Human Resources	11.321	TRAINING STATISTICS - Ability to summarize and print training statistics within a date range, such as the number of courses, number of attendees by course, number of no-shows by course, instructor qualifications, etc.							
Human Resources	11.322	ATTENDANCE REQUIREMENTS BY EMPLOYEE GROUP - Ability to define course attendance requirements by an employee group.							

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Human Resources	11.323	NEW REQUIREMENTS - Ability for system to update new training requirements at the employee level when a new requirement is added to an employee group.							
Human Resources	11.324	OVERDUE REPORT - Ability to produce a "Training Overdue" report by department (full-time, part-time, substitute employee), name, and title.							
Human Resources	11.325	PAST DUE ALERTS - Automated email alerts to supervisors for employees upcoming and past due training and certification requirements.							
Human Resources	11.326	CERTIFICATION RENEWAL REQUIREMENTS - Ability to track requirements for certification renewal by certificate type and employee.							
Human Resources	11.327	RECERTIFICATION RENEWAL NOTICE - Ability to send a Certification Renewal Notice to employees and supervisors requiring recertification with agency defined notification periods.							
Human Resources	11.328	EXPIRED CERTIFICATION REPORT - Expired education/certification report by department, name, title, and due date.							
Human Resources	11.329	MANDATORY CLASS TRACKING - Ability to track and report attendance for position-specific and mandatory classes.							
Human Resources	11.330	TRACKING COSTS - Track costs associated with training classes.							
Human Resources	11.331	STIPENDS - Ability to track stipends for certain certifications (i.e., water license for Public Works employee).							
Human Resources	11.332	INTEGRATION							
Human Resources	11.333	INTEGRATION - ACCOUNTS PAYABLE - Human Resources should be integrated with Accounts Payable for benefit and balance due payment requests.							
Human Resources	11.334	INTEGRATION - ACCOUNTS RECEIVABLE - Human Resources should be integrated with Accounts Receivable to allow billing of related insurance premiums and other recoverables (i.e., employee on leave of absence or retirees).							

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Human Resources	11.338	INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - The system must integrate with the City's existing Laserfiche enterprise EDMS system. If your system does not integrate with Laserfiche, please describe what other prominent EDMS system(s) you can integrate with or explain the EDMS or content management solution you propose for the City's use with your system.							
Human Resources	11.339	INTEGRATION - BUDGETING - Provide for integration with budget preparation.							
Utility Billing / CIS			Utility Billing / Customer Information System						
Utility Billing / CIS	15.000	CUSTOMER SERVICE REQUIREMENTS							
Utility Billing / CIS	15.001	CUSTOMER MASTER RECORD FIELDS - Provide integrated customer master records to be shared, at a minimum, by Accounts Receivable, Payroll, Planning, Permitting, and Utility Billing.							
Utility Billing / CIS	15.002	CUSTOMER MASTER RECORD FIELDS - Include, at a minimum, the following fields for a Customer Master Record fields:							
Utility Billing / CIS	15.003	▪ Account Number							
Utility Billing / CIS	15.004	▪ Alternate Account Number							
Utility Billing / CIS	15.005	▪ Parcel ID							
Utility Billing / CIS	15.006	▪ Customer Name							
Utility Billing / CIS	15.007	▪ Address							
Utility Billing / CIS	15.008	▪ Account Status							
Utility Billing / CIS	15.009	▪ Bill Cycle							
Utility Billing / CIS	15.010	▪ Route							
Utility Billing / CIS	15.011	▪ Meter Read							
Utility Billing / CIS	15.012	▪ Customer Type (Owner, Tenant)							
Utility Billing / CIS	15.013	▪ Bill Class Code (e.g. Senior, regular, etc.)							
Utility Billing / CIS	15.014	▪ Customer Sub-Type (e.g. Senior, regular, etc.)							
Utility Billing / CIS	15.015	▪ Service Start Date							

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Utility Billing / CIS	15.016	▪ Physical Address							
Utility Billing / CIS	15.017	▪ Bill-to-Address							
Utility Billing / CIS	15.018	▪ Phone Number (e.g. Home, Work)							
Utility Billing / CIS	15.019	▪ E-mail Address							
Utility Billing / CIS	15.020	▪ Last 4 digits of Social Security Number							
Utility Billing / CIS	15.021	▪ Spouse Name							
Utility Billing / CIS	15.022	▪ Number of Units							
Utility Billing / CIS	15.023	▪ Number of Occupants							
Utility Billing / CIS	15.024	▪ First Bill Date							
Utility Billing / CIS	15.025	▪ Last Bill Date							
Utility Billing / CIS	15.026	▪ Current Bill Amount							
Utility Billing / CIS	15.027	▪ Current Penalties							
Utility Billing / CIS	15.028	▪ Prior Bill Amount							
Utility Billing / CIS	15.029	▪ Hazard Codes							
Utility Billing / CIS	15.030	▪ Location Codes							
Utility Billing / CIS	15.031	MULTIPLE SERVICE ADDRESSES - Ability to track multiple service addresses per single customer (e.g. multi-family, commercial shopping center.)							
Utility Billing / CIS	15.032	CONTACT & PROPERTY NOTES - Ability to maintain notes for both customer contacts and properties, including date and assigned type or category of call.							
Utility Billing / CIS	15.033	CUSTOMER ACCOUNTS STRUCTURE - System must provide a user-defined customer account structure (numeric) consisting of cycle/route/address (10 digits) and tenant code (2 digits).							
Utility Billing / CIS	15.034	USER-DEFINED FIELDS - Ability to create unlimited user-defined fields. Please comment on capabilities and/or limitations in the comment field.							

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Utility Billing / CIS	15.035	CUSTOMER ACCOUNT INQUIRY SEARCHING - Ability to inquire into customer account information by entering the following:							
Utility Billing / CIS	15.036	▪ Account number							
Utility Billing / CIS	15.037	▪ Account name (occupant or owner, first, last)							
Utility Billing / CIS	15.038	▪ Phone number							
Utility Billing / CIS	15.039	▪ Street address							
Utility Billing / CIS	15.040	▪ Meter ID							
Utility Billing / CIS	15.041	▪ Old account number							
Utility Billing / CIS	15.042	ON-LINE DRILL DOWN CAPABILITIES - "Drill down" from a summary level to the detail transactions that created it.							
Utility Billing / CIS	15.043	ATTACHMENTS - Ability to attach document files, digital pictures, and email communication to the customer or location.							
Utility Billing / CIS	15.044	SPECIAL ALERTS - Ability to generate special alerts at the customer master level (e.g., no checks, council members, employees, medical hardship do not shut-off, etc.)							
Utility Billing / CIS	15.045	DISTINGUISH FROM OCCUPANT AND OWNER - Ability to maintain owner data where the owner is not the occupant.							
Utility Billing / CIS	15.046	CUSTOMER ACCOUNT MESSAGE ENTRY - Ability to enter unlimited miscellaneous comments at the customer level.							
Utility Billing / CIS	15.047	REVERT BILL TO OWNER - Need system to automatically revert back to the property owner upon final bill of a tenant when new service has not yet been requested by a new tenant.							
Utility Billing / CIS	15.048	CUSTOMER BILLING IDENTIFICATION - Provide the ability to maintain billing address separate from service addresses.							
Utility Billing / CIS	15.049	CUSTOMER ACCOUNT AUDIT TRAILS - Ability to track, inquire, and print all transactions for customer accounts, including bills, usage, service orders, cash receipts, penalties, shut-offs, and turn-on's showing user ID, date, time, PC, screen or batch transaction ID.							

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Utility Billing / CIS	15.050	RESTRICTED USER ACCESS TO SPECIFIC TRANSACTIONS - Restrict access to system features and restrict specific transaction processing to designated, authorized personnel, by user, by function.							
Utility Billing / CIS	15.051	CASH OR CREDIT ONLY ALERT - Ability to provide a cashing on-screen alert indicating that a customer may only make cash or credit card payments.							
Utility Billing / CIS	15.052	UTILITY BILLING AND INVOICING - PAYMENTS							
Utility Billing / CIS	15.053	BILL PRINT - Need bill to print detail adjustments and miscellaneous charges.							
Utility Billing / CIS	15.054	BILL PRINT - PAYMENT ARRANGEMENTS - Ability to include and display the payment arrangement amounts on the monthly bill.							
Utility Billing / CIS	15.055	BILL PRINT - MULTIPLE UTILITIES - Ability for utility bill to include more than one utility service (e.g., water, sewer, garbage, etc.)							
Utility Billing / CIS	15.056	BILL PRINT - MULTIPLE UTILITY ACCOUNTS - Ability for customers with multiple utility service accounts to receive all charges on one bill (e.g. school districts)							
Utility Billing / CIS	15.057	BILL PRINT - USAGE REPORTS - Ability to display meter readings and usage charts on utility bill indicating high and low points with prior-year comparison.							
Utility Billing / CIS	15.058	STATEMENT TENDER ALERT - Ability to print on a customer bill that only cash, or credit card tender types can be used as payment.							
Utility Billing / CIS	15.059	ELECTRONIC BILLING - Ability to generate and distribute utility bills electronically, via email.							
Utility Billing / CIS	15.060	BARCODING - Ability to utilize barcoding and OCR-A remittance capabilities on utility bills.							
Utility Billing / CIS	15.061	ACH PAY TRANSACTIONS - Ability for an ACH transaction to debit customer bank accounts automatically for monthly payments.							

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Utility Billing / CIS	15.062	ACH PAYMENT - EMAIL NOTIFICATION - Ability to provide an email notification to a customer once an ACH payment has been processed.							
Utility Billing / CIS	15.063	REJECTED ACH PAYMENT - EMAIL NOTIFICATION - Ability to provide an email notification to a customer when an ACH payment is rejected.							
Utility Billing / CIS	15.064	CREDIT CARD PAYMENTS - Ability to accept credit card payments into billing system.							
Utility Billing / CIS	15.065	RECURRING CREDIT CARD PAYMENT - Ability to automatically handle recurring credit card payments for monthly billings.							
Utility Billing / CIS	15.066	RECURRING CREDIT CARD PAYMENT - EXPIRING CARD EMAIL NOTIFICATION - Ability to provide an email notification to a customer when their recurring credit card is due to expire.							
Utility Billing / CIS	15.067	LOCK BOX - REMITTANCES PROCESSOR - System should provide the ability to interface to Lockbox/Remittance Processing system.							
Utility Billing / CIS	15.068	RATES AND CHARGES							
Utility Billing / CIS	15.069	PRO-RATED CHARGES - Automatically calculate pro-rated charges for all services on first customers and final customer bills by the number of days into the billing cycle and by actual meter read (e.g., nine days in bill period.)							
Utility Billing / CIS	15.070	ONE-TIME AND RECURRING MISCELLANEOUS CHARGES - Ability to handle one-time or recurring miscellaneous utility charges.							
Utility Billing / CIS	15.071	VOLUME UNIT BY GALLONS - VOLUME UNIT BY GALLONS - Ability to configure a volume unit equal to 100 cubic feet.							
Utility Billing / CIS	15.072	LINE ITEMS / CHARGES - Ability to have unlimited charges per bill. Explain any limitations in comments field.							
Utility Billing / CIS	15.073	ISSUE CREDIT/DEBIT MEMOS - Ability to issue one-time credit/debit memos for standard/miscellaneous adjustments and charges.							

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Utility Billing / CIS	15.074	ADJUSTMENT REASON - Ability to require a user to provide a reason for an adjustment							
Utility Billing / CIS	15.075	WATER RATE STRUCTURE - Rate structure includes (Please see Rate and Calculation structures included as appendices):							
Utility Billing / CIS	15.076	▪ Flat Rate plus a variable rate of \$x.xx/100 CF by type (i.e., senior, regular)							
Utility Billing / CIS	15.077	WASTE WATER RATE STRUCTURE - Rate structure includes (Please see Rate and Calculation structures included as appendices):							
Utility Billing / CIS	15.078	▪ Flat Unit rate of \$x.xx/100 CF by type (e.g., senior, regular, etc.)							
Utility Billing / CIS	15.079	GARBAGE RATE STRUCTURE - Rate structure includes (Please see Rate and Calculation structures included as appendices):							
Utility Billing / CIS	15.080	▪ Flat Unit rate of \$x.xx/per garbage can/receptacle (e.g., senior, regular, etc.)							
Utility Billing / CIS	15.081	RATE CHANGES - Allow effective dates on rates and provide for pro-rating between old and new rates when a rate change occurs in a billing period.							
Utility Billing / CIS	15.082	SET UP BILLING AGING RULES - Ability to set up user-defined rules for aging billings, which will control the calculation of late charges, delinquencies, printing of late notices, etc.							
Utility Billing / CIS	15.083	PENALTIES							
Utility Billing / CIS	15.084	PENALTY - Ability to apply a 10% penalty to past due bill amounts.							
Utility Billing / CIS	15.085	ASSESS PENALTY CHARGE IF SHUT-OFF NOTICE ISSUED - Ability to automatically assess a charge to an account if a shut-off notice is issued.							

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Utility Billing / CIS	15.086	CYCLE BILLING AND PROCESSING							
Utility Billing / CIS	15.087	BI-MONTHLY CYCLE - MONTHLY RATES - Ability for a bi-monthly cycle/garbage to have monthly usage rates (e.g., solid waste is on a bi-monthly cycle, but the rates are based on each months usage).							
Utility Billing / CIS	15.088	UTILITY BILLING BATCH PROCESSING - Ability to process utility billing in an online, interactive manner, with an option to handle batch process of updates either immediately or on an after-hours schedule.							
Utility Billing / CIS	15.089	BILL DIFFERENT ACCOUNTS OR CYCLES - Ability to bill utilities on different frequencies (e.g., water billed monthly, garbage/solid waste billed bi-monthly, etc.)							
Utility Billing / CIS	15.090	BILL MULTIPLE METERS ON SAME BILL - Ability to bill multiple types of meters on same bill, but with different rates for each.							
Utility Billing / CIS	15.091	METER CHANGE OUT - Ability to identify the meter size of both meters and automatically calculate usage/consumption based on beginning and ending reads of both meters.							
Utility Billing / CIS	15.092	BACKFLOW - City uses a third party for back flow and the third-party bills (not the City), However, the City does require the ability to have backflow device-tracking capabilities.							
Utility Billing / CIS	15.093	OPEN SERVICE ORDERS - System to determine any open-service orders that need to be closed for cycle billing to be processed.							
Utility Billing / CIS	15.094	CYCLE BILLING - System must not allow cycle billing to be processed without all meter readings.							
Utility Billing / CIS	15.095	ACCOUNT ADJUSTMENTS - Allow multiple adjustments to a customer's account in one period, with appropriate audit trail and itemize on the bill.							

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Utility Billing / CIS	15.096	BATCH PAYMENT/ADJUSTMENT POSTING - Do not allow payments/adjustments to post immediately (i.e., same day). The system should instead require the batch to be approved for posting by a supervisor, with the ability to show pending and real-time transactions.							
Utility Billing / CIS	15.097	GENERAL							
Utility Billing / CIS	15.098	ACCOUNT ACTIVITY - Ability to post activity to an account prior to the first billing (e.g., transfer from one acct to another).							
Utility Billing / CIS	15.099	ACCOUNT TRANSFERS - Allow a customer's itemized balance to be transferred to another account and maintain correct aging of charges.							
Utility Billing / CIS	15.100	TRANSITION BILLING OF OLD OCCUPANT TO NEW - Ability to enter owner or occupant data for a new resident before the final bill of the old resident has been paid, without loss of the previous resident's history.							
Utility Billing / CIS	15.101	BILL ESTIMATION - Ability to estimate bill based upon past consumption for customers whose meters have not been read.							
Utility Billing / CIS	15.102	SUPPORT OUTSOURCE OF BILL PRINTING - System should provide the ability to support outsourcing of utility invoice printing.							
Utility Billing / CIS	15.103	CUSTOMER REFUNDS - Ability to automatically create an accounts payable payment entry for customer refunds or apply the refund as a credit on the account.							
Utility Billing / CIS	15.104	CREDIT BALANCES APPLIED TO TOTAL BILL - System should have the ability to cross apply credit balance to all active utilities (e.g., apply credits to total bill amount, not a particular utility) on one bill.							
Utility Billing / CIS	15.105	GENERATE A RETURN PRE-CODED BILL STUB - Ability to generate a return stub (pre-coded) so that cash receipts can be read with a barcode reader, scanning the account number and amount due.							

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Utility Billing / CIS	15.106	FINAL BILL PROCESS - Ability to process final bills at a user-defined frequency or on-demand.							
Utility Billing / CIS	15.107	FINAL BILLS - Run final bills as a separate weekly cycle, including credit balance bills for refunds due.							
Utility Billing / CIS	15.108	PAYMENT ARRANGEMENTS - Ability to set up payment arrangements (i.e., extension of due date or monthly payments).							
Utility Billing / CIS	15.109	PAYMENT ARRANGEMENTS - EXEMPTIONS - Ability to prevent door-tag issuances or meter disconnects for accounts with active payment arrangements.							
Utility Billing / CIS	15.110	PAYMENT ARRANGEMENT - PAST DUE - System to remove customers from payment arrangement and require all amounts due immediately if customer is again past due.							
Utility Billing / CIS	15.111	PAYMENT ARRANGEMENT - PAST DUE - Ability for the system to automatically generate a final disconnect notice when a customer payment arrangement becomes past due.							
Utility Billing / CIS	15.112	PAYMENT ARRANGEMENT - INELIGIBILITY - Ability for system to automatically make a customer ineligible for future installments if an installment amount is not paid.							
Utility Billing / CIS	15.113	PAYMENT ARRANGEMENT - INELIGIBILITY FLAG - Ability to flag a customer as not allowed for a payment arrangement.							
Utility Billing / CIS	15.114	RETURNED PAYMENTS - Ability to void payment in the system for returned payments (NSF, closed account, stop Payments, etc.) apply a penalty amount, and print a shut-off notice for payment.							
Utility Billing / CIS	15.115	WRITE-OFF ACCOUNTS - Ability to write-off account balances and optionally send to collections.							
Utility Billing / CIS	15.116	COMMENTS AND NOTES - Ability to set up standard comments and notes to track all customer contact instances by type and date.							

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Utility Billing / CIS	15.117	CUSTOMER AND LOCATION COMMENTS/NOTES - Ability to designate comments/notes as location or customer related. Location comments/notes should carry-forward/stay with location. Customer comments/notes should always stay with customer, regardless of current location or whether the customer has multiple locations.							
Utility Billing / CIS	15.118	CUSTOMER DISPLAY/INVOICE MESSAGES - Ability to enter and print user-defined messages and memos on customer's service orders (e.g., bad checks, dog in back yard, locked gate, etc.)							
Utility Billing / CIS	15.119	REPORTING AND INQUIRES							
Utility Billing / CIS	15.120	ADJUSTMENT REPORTS - Provide a summary of adjustments made during a user-defined period. Report should show account number, customer name, adjustments (reading, penalty, etc.), adjustment explanations, and account notes.							
Utility Billing / CIS	15.121	PRINT PRE-BILLING REGISTER - Ability to print a billing register before printing bills.							
Utility Billing / CIS	15.122	BILLING REGISTER - Print listing of bills generated during a billing run.							
Utility Billing / CIS	15.123	PRINT BILLING REGISTER - Ability to print a mandatory billing-register report.							
Utility Billing / CIS	15.124	EXCEPTION REPORTS - Ability to produce the following exception reports:							
Utility Billing / CIS	15.125	▪ Non-Read							
Utility Billing / CIS	15.126	▪ Zero Consumption							
Utility Billing / CIS	15.127	▪ Low-Read							
Utility Billing / CIS	15.128	▪ High-Read							
Utility Billing / CIS	15.129	▪ Other (i.e., couldn't read due to dog, couldn't find, removed, etc.)							
Utility Billing / CIS	15.130	PRINTING COMMENTS ON CUSTOMER FORMS - Ability to print standard comments and memos for inclusion on:							
Utility Billing / CIS	15.131	▪ Utility Bills							
Utility Billing / CIS	15.132	▪ Reminder Notices							

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Utility Billing / CIS	15.133	▪ Shut-off Notices							
Utility Billing / CIS	15.134	DELINQUENCY NOTICES/ACTIONS - Ability to generate payment reminder notices XX days after bill date, delinquent notices XX days after, and shut-off notices XX days later.							
Utility Billing / CIS	15.135	FEES FOR ADDITIONAL NOTICES - Ability for disconnect notice fees to increase as additional notices are generated (e.g., 1st =\$50, 2nd =\$75, etc.)							
Utility Billing / CIS	15.136	BILLING INVOICE REPRINT - Ability to reprint a corrected bill, reflecting all appropriate period dates and original bill information.							
Utility Billing / CIS	15.137	TOTAL CONSUMPTION BY MONTH AND YEAR - Ability to generate report and print for total consumption by cycle, month, year, date range, customer class, or rate code.							
Utility Billing / CIS	15.138	USAGE/CONSUMPTION REPORT - Ability to generate usage report for water reclamation.							
Utility Billing / CIS	15.139	BILL CALCULATIONS EXCEPTION REPORTS - Generate Bill Calculation Exception reports showing any non-regular charges or missing charges such as penalties, non-services, and miscellaneous fees.							
Utility Billing / CIS	15.140	NOTICES - Ability to create standard correspondence letters using MS Word with system auto-populating account information and system tracking what type of letter was sent (e.g., letter requesting appointment to repair a meter.)							
Utility Billing / CIS	15.141	AGED BALANCE REPORT - Print a report showing outstanding balances (including credit balances) combined by aging periods using a specific date and service type (turn-on/turn-off, meter repair, meter changes, etc.) as selection criteria.							
Utility Billing / CIS	15.142	ROUTE LISTS - Ability to generate and print sequential service-order route lists with type of service-order activity.							
Utility Billing / CIS	15.143	CUSTOMER INTERNET ACCESS - Ability to allow customers to inquire into account balances, status, consumption history, accept credit card payments, and electronic check payments, via the Web.							

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Utility Billing / CIS	15.144	ONLINE REAL-TIME UPDATES - Ability for customers to access "real-time" account and usage information from their online accounts.							
Utility Billing / CIS	15.145	SEARCH FIELDS - Ability to use "wild cards" as search fields to find customers (e.g., cart serial number, service type, status, component ID number, etc.)							
Utility Billing / CIS	15.146	PRINT ACCOUNT HISTORY - Ability to generate an on-demand report or screen display for individual customer account history, including billings, payments, adjustments, penalties, shut-offs, usage, amounts charged, checks returned for insufficient funds, etc.							
Utility Billing / CIS	15.147	PRINT ACCOUNT HISTORY - DATE RANGE - Ability to generate and print an individual customer's account history for a user-defined date range.							
Utility Billing / CIS	15.148	MISCELLANEOUS REPORTS AND INQUIRIES - Ability to produce the following reports:							
Utility Billing / CIS	15.149	▪ Payments: Listing of uploaded payments by source (counter, night box/mail, lockbox, etc.)							
Utility Billing / CIS	15.150	▪ Service Orders: Listing of outstanding service orders by type and status.							
Utility Billing / CIS	15.151	▪ ACH Customer List: List of customers on the ACH program with their banking information							
Utility Billing / CIS	15.152	▪ Auto-pay program by payment type							
Utility Billing / CIS	15.153	▪ Debit/Credit Memo Listing: Listing of debit and credit memos by customer or cycle							
Utility Billing / CIS	15.154	▪ Pending Prepayments: List of pending pre-payment deposits or charges							
Utility Billing / CIS	15.155	▪ Payment Arrangements: List of customers with payment arrangements.							

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Utility Billing / CIS	15.156	DELINQUENT ACCOUNTS							
Utility Billing / CIS	15.157	AUTO CALCULATION PAST DUE - Ability to automatically classify an account as past due if a bill is not paid by the due date.							
Utility Billing / CIS	15.158	PAST DUE NOTICE - Ability to print first, second, and final past-due notices after user-defined number of days.							
Utility Billing / CIS	15.159	DISCONNECT NOTICE - System to print a Final Disconnect Notice after user-defined number of days from end of bill period.							
Utility Billing / CIS	15.160	SHUT-OFF SERVICE ORDER LISTS - System to auto-generate shut-off Service Orders after user-defined number of days past due.							
Utility Billing / CIS	15.161	SHUT-OFF - FORCE PAYMENT - Ability for the system to force full payment in order to avoid shut-off.							
Utility Billing / CIS	15.162	SHUT-OFF EXCLUSIONS - Ability to automatically prevent shut-offs for customers with medical waivers.							
Utility Billing / CIS	15.163	SHUT-OFF EXCLUSIONS - Ability to review list and arbitrarily exclude certain accounts from shut-off.							
Utility Billing / CIS	15.164	PRINT SHUT-OFF NOTICES - Ability to print batch or on-demand shut-off notices by route/address/cycle and aging status.							
Utility Billing / CIS	15.165	DISCONNECT FEE - Automatically apply a disconnect fee to customer accounts during processing of the shut-off service orders.							
Utility Billing / CIS	15.166	BLOCK ACCOUNTS - Ability to flag, alert, and block certain accounts from accepting checks for payment.							
Utility Billing / CIS	15.167	CASHIERING REQUIREMENTS							
Utility Billing / CIS	15.168	TIME STAMP PAYMENT TRANSACTIONS - Ability to capture the transaction time of day on each transaction.							
Utility Billing / CIS	15.169	AUDIT TRAIL OF CORRECTED CASH RECEIPTS - Ability to produce a full-audit trail of cash-entry error corrections.							
Utility Billing / CIS	15.170	RECEIPT PRINTING - Provide the ability to print receipt from a PC that is not a cash register.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Utility Billing / CIS	15.171	RECEIPT ENTRY FROM PC - Provide the ability to enter receipts without being at a cash register, (e.g., mail payments, phone payments.)							
Utility Billing / CIS	15.172	IMPORT OF PAYMENTS - Ability for payment data, via electronic data transfer, to be imported by a variety of point-of-sale cash receipts stations, bank payments, and direct deposits.							
Utility Billing / CIS	15.173	INTERNET PAYMENTS - Provide for customer payment, via the Internet.							
Utility Billing / CIS	15.174	INTERNET PAYMENT CHARGE - Ability to apply a percentage or amount credit card charge to users utilizing online credit card payments.							
Utility Billing / CIS	15.175	CASH RECEIPTS INQUIRY - Allow inquiry of Cash Receipts by each of the following:							
Utility Billing / CIS	15.176	▪ Customer account number							
Utility Billing / CIS	15.177	▪ Name							
Utility Billing / CIS	15.178	▪ Address							
Utility Billing / CIS	15.179	▪ Operator ID							
Utility Billing / CIS	15.180	▪ General Ledger Account Number							
Utility Billing / CIS	15.181	▪ Payment Date							
Utility Billing / CIS	15.182	▪ Payment Amount							
Utility Billing / CIS	15.183	▪ Payment Type							
Utility Billing / CIS	15.184	▪ Invoice Number							
Utility Billing / CIS	15.185	▪ Tender Type							
Utility Billing / CIS	15.186	METER FEATURE REQUIREMENTS							
Utility Billing / CIS	15.187	METER INVENTORY - Track all installed and out-of-service meters by serial number, date of install, number of dials, ERT #, etc.							
Utility Billing / CIS	15.188	METER HISTORY - Ability to maintain test and repair history by meter.							
Utility Billing / CIS	15.189	SERVICE ORDER CHARGES - Ability to charge fees by service-order type. The service order creation should apply the fee.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Utility Billing / CIS	15.190	SERVICE REQUESTS - STAFF EMAIL NOTIFICAITONS - Ability to email new service request notifications to appropriate staff.							
Utility Billing / CIS	15.191	METER INVENTORY - Ability to maintain meter counts by size, code, route, node, and serial number.							
Utility Billing / CIS	15.192	FLAG READINGS OUTSIDE OF NORMAL RANGE - Ability to pre-set rules for normal meter reading and readings outside the normal range parameters. These parameters will control exception reporting.							
Utility Billing / CIS	15.193	METER TURNOVER - Ability to automatically handle meter "turnover" without manual intervention and with correctly calculated usage.							
Utility Billing / CIS	15.194	METER TURNOVER - Ability to show both the new and old meter readings on the bill.							
Utility Billing / CIS	15.195	METER CHANGEOUT/REPLACEMENT - Ability to enter a meter change without interruption of the billing cycle and final billing.							
Utility Billing / CIS	15.196	FINAL METER READINGS - Ability to flag a meter reading as a final bill or last reading upon final-reading entry.							
Utility Billing / CIS	15.197	ACTUAL READ DATE - System to upload actual read date or re-read date from meter reading software							
Utility Billing / CIS	15.198	AUDIT SERVICES REPORT - Ability to run an Audit Services report (e.g., accounts with service turned-off, no services) by service type.							
Utility Billing / CIS	15.199	REREAD EXCEPTIONS REPORT - Ability to generate a reread-exceptions report that includes zero reads for two consecutive months.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Utility Billing / CIS	15.200	SERVICE ORDERS							
Utility Billing / CIS	15.201	SERVICE ORDER GENERATION - Ability to generate service orders based on meter-reading exception messages.							
Utility Billing / CIS	15.202	SERVICE ORDER TYPES - Ability to have unlimited service-order type such as:							
Utility Billing / CIS	15.203	▪ Turn-on/turn-off							
Utility Billing / CIS	15.204	▪ Meter changes							
Utility Billing / CIS	15.205	▪ Leak checks							
Utility Billing / CIS	15.206	▪ Re-reads							
Utility Billing / CIS	15.207	▪ Meter repair							
Utility Billing / CIS	15.208	▪ Occupant change (simultaneous move-out/move-in requires manual meter read)							
Utility Billing / CIS	15.209	▪ Swap Meters							
Utility Billing / CIS	15.210	▪ Read and turn off							
Utility Billing / CIS	15.211	▪ Read and turn on							
Utility Billing / CIS	15.212	CHARGE CODES AND FEES - Ability to set up service order to pre-establish charge codes and fees.							
Utility Billing / CIS	15.213	SERVICE ORDER CHARGES - Ability to itemize service-order changes on the next bill.							
Utility Billing / CIS	15.214	SERVICE ORDER CHARGES - System to automatically apply service order charges when the service order is created or closed.							
Utility Billing / CIS	15.215	TRACK ORIGINATING SOURCE OF SERVICE ORDERS - Ability to track origin of initiated service orders.							
Utility Billing / CIS	15.216	SCHEDULE DATES ON SERVICE ORDERS - Ability to schedule service order.							
Utility Billing / CIS	15.217	AUTOMATIC UPDATE - Service order processing to automatically update account information and change status.							
Utility Billing / CIS	15.218	PAYMENT UPDATES - Ability for payment of delinquency disconnect fee to automatically issue a reconnect service order.							
Utility Billing / CIS	15.219	CODE TYPES - Ability to have unlimited service-order code types.							

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Utility Billing / CIS	15.220	ATTACHMENTS - Ability to attach document files and digital pictures to service orders.							
Utility Billing / CIS	15.221	NOTES - Provide unlimited notes field for service orders.							
Utility Billing / CIS	15.222	SERVICE ORDER ROUTING - Ability to refer to the route in the service-order update and creation process.							
Utility Billing / CIS	15.223	MOBILE ACCESS - Mobile application access in the field for service orders.							
Utility Billing / CIS	15.224	INTERFACES AND INTEGRATION							
Utility Billing / CIS	15.225	INTEGRATION - WORK ORDERS/MAINTENANCE MANAGEMENT - Provide two-way integration with the Work Order/Maintenance Management module.							
Utility Billing / CIS	15.226	INTEGRATION - GENERAL LEDGER - Provide Cash Receipt's validation of Utility Billing / Customer Master Accounts account numbers and immediate update (in a temporary or pending mode) of the Utility accounts. When the above payment batches are approved, provide permanent update of account information and provide automatic generation of journal entries to the G/L insuring balancing and non-duplicate transaction posting for all cash receipts, including non-utility billing transactions.							
Utility Billing / CIS	15.227	INTEGRATION - GENERAL LEDGER - Ability to pass non-utility payments into the General Ledger, including customer information and the invoice number.							
Utility Billing / CIS	15.228	INTERFACE - ACCOUNTS PAYABLE - Ability for refund transactions to interface to Accounts Payable.							
Utility Billing / CIS	15.229	INTERFACE - PARCEL/ADDRESS MANAGEMENT - Provide ability to feed the Utility Billing module from either Parcel/Address Management, ESRI ArcGIS (Vendor to include which ESRI license versions and license types are required for integration to proposed system) to utilize addresses and location information. NOTE: ArcGIS ArcInfo (Version 10.2) in use now.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Utility Billing / CIS	15.230	INTERFACE - GIS / MAPPING - User should have the ability to select Utility Billing data and make available to a GIS module for purposes of mapping meters, infrastructure, etc.							
Utility Billing / CIS	15.231	▪ ESRI ArcGIS - (Vendor to include which ESRI license versions and license types are required for integration to proposed system.)							
Utility Billing / CIS	15.232	INTEGRATION - IVR - Ability to integrate with an interactive voice response system to automatically process past due and shut-off notification calls. Vendors, please list your IVR partners in comments.							
Utility Billing / CIS	15.233	INTERFACE - MICROSOFT WORD, EXCEL, AND ACCESS - Provide import/export of detail transactions specifically to Microsoft applications from inquiry and maintenance screens.							
Utility Billing / CIS	15.234	INTEGRATION - ITRON AMR - Ability to support uploading of current and historical meter readings into the Utility Billing System from the Itron (Web Portal Version) Internet based automated meter reading/collection system.							
Utility Billing / CIS	15.235	INTEGRATION - Sensus/AutoRead - Ability to support uploading of Sensus/AutoRead (Version 6.0) to process meter handheld reads that do not come in through Itron, including current and historical meter readings into the Utility Billing System.							
Utility Billing / CIS	15.236	INTEGRATION - TMA - Ability to integrate with Third Millennium Assoc (TMA). for data processing, printing, and mailing services.							
Planning									
Planning	16.000	GENERAL							
Planning	16.001	USER-DEFINED FIELDS - Provide for "unlimited" user-defined fields based on project type. If limited, please explain in comments.							
Planning	16.002	PLANNING PROJECT APPLICATIONS - Ability to capture and track, at a minimum, the following planning application fields:							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Planning	16.003	▪ Project number							
Planning	16.004	▪ Project address							
Planning	16.005	▪ Project description							
Planning	16.006	▪ Property parcel number							
Planning	16.007	▪ Applicant Name							
Planning	16.008	▪ Phone Number							
Planning	16.009	▪ Fax Number							
Planning	16.010	▪ Email Address							
Planning	16.011	▪ Acres/Lots							
Planning	16.012	▪ Requested Action(s)							
Planning	16.013	▪ Assigned Planner							
Planning	16.014	▪ Application Date							
Planning	16.015	▪ User-defined lookup fields							
Planning	16.016	▪ Project Contact Information (e.g., Property Owner, Attorney, Developer, Engineer, etc.)							
Planning	16.017	▪ Name							
Planning	16.018	▪ Address							
Planning	16.019	▪ Phone Number							
Planning	16.020	▪ Fax Number							
Planning	16.021	▪ Email Address							
Planning	16.022	▪ Total Filing Fee to be paid							
Planning	16.023	▪ Total Review Fee to be paid							
Planning	16.024	▪ Project status							
Planning	16.025	▪ Petitioner							
Planning	16.026	▪ Nature of Client (Person, Corporation, etc.)							
Planning	16.027	PROJECT LOOK-UP - Ability to look-up project status to determine reviews/comments not completed by due dates.							
Planning	16.028	PROPERTY ASSOCIATION - Allow for an unlimited number of properties to be associated with an individual project or case number.							
Planning	16.029	ALERTS - Allow ability to <i>flag</i> entire projects or individual project conditions so as to <i>alert</i> or warn any personnel of a project or special condition at the time of permit application.							

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Planning	16.030	ALERTS - Ability to add flags as needed by agency-defined alert such: as stop work notices, permit holds, open code enforcement cases, overdue deposits, etc.							
Planning	16.031	STOP PROJECT - Ability to issue a stop to a parcel or project that would block additional permits being issued until condition was removed.							
Planning	16.032	PLAN APPLICATION - Ability to define planning project application requirements (e.g., steps, tasks, fields, etc.)							
Planning	16.033	PROJECT DESCRIPTION - Project Description shall include the ability to enter unlimited free form text to describe the property.							
Planning	16.034	PROJECT DESCRIPTIONS - Project Descriptions shall include the ability to capture the following data:							
Planning	16.035	▪ Existing and proposed use							
Planning	16.036	▪ Number of buildings, stories, units, rooms							
Planning	16.037	▪ Size (size of acreage, building height/square footage)							
Planning	16.038	MULTIPLE CONTACT TYPES - Ability for the to record multiple individuals/names per application to include (but not limited to) Property Owner of Record, Authorized Agent (if different from Property Owner), and Applicant (if different from Property Owner), Developer, Bill Payer, etc. Information captured to include name, address, multiple phone numbers, fax number, and e-mail address.							
Planning	16.039	CONTRACTOR DATABASE - Ability to select from contractor or similar database.							
Planning	16.040	PROJECT LOCATON DATA - Project Location data to include ability to capture Address, Zoning District, General Plan Description, Sub-Area, Assessor Parcel No., Tract No., and Lot No.							
Planning	16.041	DEPOSIT TRACKING - Ability to record and track deposits received and date of receipt.							
Planning	16.042	ADDITIONAL DEPOSITS - Ability to take additional deposits during the entire planning application process, and track customer credit balance or refund due.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Planning	16.043	DEVELOPER TRACKING - Track deposits, payments, and balances by developer, not just by single project or permit.							
Planning	16.044	DEPOSIT INVOICE - FEE SUMMARY - Ability for deposit invoice to show amounts paid to-date and a summary fees incurred by fee type.							
Planning	16.045	DEPOSIT BALANCE TRANSFER - Ability to transfer the deposit balance of the planning project phase to the permit application or other planning projects							
Planning	16.046	TRACK APPLICATION - Provide for the tracking of "unlimited" Planning application types such as:							
Planning	16.047	▪ Annexation							
Planning	16.048	▪ Concept Plan							
Planning	16.049	▪ Final PUD/Plat							
Planning	16.050	▪ Major Amendment							
Planning	16.051	▪ Minor Amendment							
Planning	16.052	▪ Preliminary PUD/Plat							
Planning	16.053	▪ Rezoning							
Planning	16.054	▪ Site Plan Review							
Planning	16.055	▪ Special Use							
Planning	16.056	▪ Variance							
Planning	16.057	INQUIRY - Provide the capability to query acreage, parcel numbers, project/case numbers, etc.							
Planning	16.058	GIS MAP INQUIRY - Ability to plot geographic planning inquiries on the agency's map.							
Planning	16.059	PLAN CHECK WORK FLOW REQUIREMENTS - Ability to set up different plan check requirements (e.g., commercial landscape development project, property rezone, full entitlement, etc.).							
Planning	16.060	ATTACHMENTS - Ability to attach documents, photos, and scanned documents for planning projects.							
Planning	16.061	CONDITIONS OF APPROVAL (COA)							
Planning	16.062	CHANGE COA - Ability to add, modify or delete conditions of approval during the project approval process.							

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Planning	16.063	ACCUMULATE COMMENTS AND COA - Provide for electronic collection of comments and conditions as review progresses.							
Planning	16.064	PARCEL INQUIRY - Ability to tie all conditions of approval to the parcel inquiry screen.							
Planning	16.065	STANDARD COA - Provide a user-defined table of standard or recurring conditions that can be accessed and applied to a project during project processing, thereby eliminating the need to enter repetitive "boilerplate" conditions.							
Planning	16.066	PERMIT ISSUANCE RESTRICTIONS - Provide for restriction of permit approval until conditions or restrictions have been satisfied.							
Planning	16.067	FREE FORM COA - Ability for Engineering, Fire, Police, Recreation, etc. to enter free-form comments on demand.							
Planning	16.068	COA DUE DATES - Ability to schedule due date for conditions of approval to be completed.							
Planning	16.069	COA DEPARTMENT APPROVAL - Ability for departments to electronically signoff on conditions of approval.							
Planning	16.070	PLAN CHECK LETTERS - Ability to generate plan check comment letters.							
Planning	16.071	PLAN CHECK LETTER EDITS - Ability to edit plan review letters before printing.							
Planning	16.072	PLAN CHECK LETTER - E-MAIL - Ability for system to e-mail plan review letters to applicants							
Planning	16.073	PLAN CHECK LETTER - REVIEWER INFORMATION - Ability to include in the plan check letter to the applicants a list of the plan reviewers by name, phone, department, and email.							
Planning	16.074	PROJECT TRACKING AND ROUTING - WORKFLOW							
Planning	16.075	WORKFLOW - Need work flow capability to establish required planning process steps and prerequisite requirements (e.g. step 7 can only be done after step 5).							

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Planning	16.076	WORKFLOW - Provide for the user-definition of application work flow within multiple departments and to external agencies based on the type of application.							
Planning	16.077	SUB-TASKS - Ability to set up multiple plan review steps and sub-tasks.							
Planning	16.078	ASSIGNEE STATUS - Ability to track task status, review comments, and completions by assignee.							
Planning	16.079	ELECTRONIC PLAN SUBMITTAL - Ability to receive plan submittals electronically through the agency's website.							
Planning	16.080	ELECTRONIC PLAN REVIEW - Capable of online plan review with ability to markup plans and add comments.							
Planning	16.081	WORKFLOW ROUTING - Automatic routing of projects through various user-defined processes consisting of various review and approval functions.							
Planning	16.082	PROJECT NUMBER CHANGE - Ability to change project number after initial application entered.							
Planning	16.083	PROJECTS BY ADDRESS - Ability to link various project applications by address							
Planning	16.084	SUB-PROJECTS - Ability to setup unlimited sub-projects within a single master project (e.g., multiple use projects - residential, commercial, multi-family).							
Planning	16.085	PLAN PROCESS TIMELINES - Ability to track planning process time, excluding time a project is on hold waiting on developers/owners.							
Planning	16.086	CITIZEN ONLINE ACCESS - Ability for the public to view the status of a project online.							
Planning	16.087	CITIZEN ONLINE ACCESS - PARCEL MAPS - Ability for citizens to access project information status information including displaying the parcels on a GIS map							
Planning	16.088	SCHEDULING							
Planning	16.089	MASTER CALENDAR - Ability to provide a master calendar with all participants included from all departments.							

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Planning	16.090	FUTURE PLANNING CALENDAR - Ability to create future planning calendar (schedule of all future hearings/meetings by type and date).							
Planning	16.091	AUTO-DEFINE KEY DATE - Ability to calculate user-defined review and expiration dates for all projects events automatically as part of the review process for a project.							
Planning	16.092	ASSOCIATE KEY DATE TO REVIEW STEP - Provide the ability to tie a key date calculation to a project review step (i.e., 15 day review, dept. review, Planning hearing, Council meeting, etc.).							
Planning	16.093	AUTOMATIC REMINDERS - Ability to set automatic staff reminders/notifications based on plan review phases (e.g. preliminary plan review date, expected date of completion, etc.).							
Planning	16.094	DATE ADJUSTMENTS - Ability to manually adjust dates/wait periods.							
Planning	16.095	AUTOMATIC RE-DATE UPON STEP COMPLETION - Provide an automatic date calculation for next step when a prerequisite review step is completed.							
Planning	16.096	FEES							
Planning	16.097	AUTO-CALCULATE FEES - Calculate standard planning fees using supplied criteria in a table structure.							
Planning	16.098	DEVELOPER DEPOSITS - Track fee deposit/collections, receivables, balance due, and refunds.							
Planning	16.099	DEVELOPER DEPOSIT BALANCE NOTIFICATION - Ability to automatically notify staff when a deposit balance has become negative.							
Planning	16.100	DEPOSIT REQUIREMENT ADJUSTMENTS - Ability to adjust deposit amounts at any time (discretionary).							
Planning	16.101	DETAILED FEE STATUS - Detailed fees status should include the following:							
Planning	16.102	▪ Fee Type							
Planning	16.103	▪ Activity Type							
Planning	16.104	▪ Deposit Amount							

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Planning	16.105	▪ Balance Due/Credit Balance							
Planning	16.106	FIXED AND VARIABLE FEES - Ability to set up fixed and variable fees.							
Planning	16.107	PERCENTAGE FEES - Ability to calculate fees as a percentage of building permit fee.							
Planning	16.108	CONSULTANT FEES WITH MARK-UP - Ability to track and charge purchased fees and add mark-up (e.g., purchasing an Environmental Impact Report from a third-party consultant with a XX% mark-up.)							
Planning	16.109	MISCELLANEOUS FEES - Ability to calculate and track unlimited miscellaneous fees collected in conjunction with project (e.g., copies).							
Planning	16.110	MASS FEE CHANGES - Ability to mass change all fees xx% (inflationary) once per year without out having to change each individual fee.							
Planning	16.111	FEE EFFECTIVE DATES - Ability to change fees with effective dates.							
Planning	16.112	CONSULTANT FEES - Ability to track and charge purchased fees (e.g., purchasing an Environmental Impact Report from a third-party consultant).							
Planning	16.113	TIME TRACKING - Ability to track hourly time spent by task and calculate fees drawing down on deposit.							
Planning	16.114	BILLABLE TIME - Ability to track time by project, task, date, staff, etc., in order to generate hourly rate (i.e., \$XXX per hour).							
Planning	16.115	BILLABLE TIME - RATES - Ability track and calculate different hourly rates by specific staff, with starting date per rate.							
Planning	16.116	BILLABLE TIME - DOUBLE PAY RATES - Ability to calculate hourly rates that are double the staff's pay rate.							
Planning	16.117	BILLABLE TIME - RETROACTIVE RATES - Ability to calculate retroactive billable fees for changes in staff hour rates.							

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Planning	16.118	MISCELLANEOUS FEES - Ability to calculate and track unlimited miscellaneous fees collected in conjunction with project.							
Planning	16.119	WAIVE FEES - Ability to waive or override default fees.							
Planning	16.120	FEE OVERRIDE NOTES - System should allow override of standard fees with explanation field.							
Planning	16.121	FEE CHANGE NOTES - Ability to track notes for fees that are manually changed during project/process.							
Planning	16.122	FEES BY PROJECT TYPE - Planning fees should be set up by project type.							
Planning	16.123	FEES BY TASK TYPE - Planning fees should be set up by task type.							
Planning	16.124	REFUNDABLE DEPOSITS - Ability to track refundable deposits (e.g., improvements, landscape, signs, etc.) including conditions and sign-offs for refund.							
Planning	16.125	INVOICES - Ability to print invoices showing detail/summary fees with totals paid, due, or credit balance.							
Planning	16.126	INVOICE REPORT - Ability to print a report showing invoice detail/summary fees with totals paid, due, or credit balance by invoice.							
Planning	16.127	LETTERS							
Planning	16.128	UNLIMITED STANDARD NOTICES - Ability to set up "unlimited" standard notices by project, review step, hearing, etc.							
Planning	16.129	FLAG COMMENTS AND NOTES FOR INCLUSION - Ability for notices and letters to automatically incorporate field information, comments, notes, etc., as applicable.							
Planning	16.130	MEETING NOTIFICATION - Provide a method of automatically generating user-defined notification letters to property owners and others regarding projects and meetings associated with these projects, based on parcel selection (i.e., Public Hearing notices).							

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Planning	16.131	PROPOSED CHANGE NOTIFICATION - Provide for automatic mail out notice to selected parcel owners and residents regarding proposed changes to related parcels by defined radius map, including buffer zone.							
Planning	16.132	EDITABLE NOTIFICATIONS - Ability for system to output editable notice letters.							
Planning	16.133	NOTIFICATION TRACKING - Ability for system to track all notices sent associated to each project.							
Planning	16.134	AREA/ VICINITY MAP - Automatically to generate area map to accompany notice above with cartographic capabilities							
Planning	16.135	AD HOC ADDITION OF PARCEL TO NOTIFICATION LISTS - Ability to pick discretionary, impacted parcels to add to notification lists.							
Planning	16.136	INQUIRY & REPORTS							
Planning	16.137	SPELL CHECK - Provide spell checking for all reports and correspondence.							
Planning	16.138	VARIOUS SORT ORDERS - Provide reports of planning projects in various sort orders (by address, type of project, project number, planner assigned, dates, etc.)							
Planning	16.139	STAFF REPORTS - Ability to automatically generate user-defined staff reports and resolutions with the ability to edit before finalizing.							
Planning	16.140	STAFF REPORTS - Ability to setup template staff reports that will insert project conditions of approval and then allow for editing remaining report using MSWord or word editor.							
Planning	16.141	PROJECT STATUS REPORTS - Ability to produce project status reports by project type, due dates, planner staff, outstanding tasks, etc.							
Planning	16.142	MEETING DOCUMENTS - Provide a function for producing summary documents for a project from the comments and conditions entered during the project review without the user having to retype these comments and/or conditions.							

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Planning	16.143	MEETING DOCUMENTS - Provide a method of producing meeting documents (such as agendas) for all projects scheduled for a particular meeting and date.							
Planning	16.144	MEETING DOCUMENTS - Meeting documents should have the capability of printing all previously entered comments and/or conditions as part of the individual project reviews.							
Planning	16.145	PLANNING ACTIVITY REPORTS - Ability to report planning activity by multiple activity types (e.g., property usage, affordable units, environmental documents, project types, etc.).							
Planning	16.146	PROJECT COMPLETION MEMO - Ability to generate a memo to Finance upon completing a capital project by merging fields from the project to the document							
Planning	16.147	INTEGRATION - INTERFACE							
Planning	16.148	INTEGRATION - MS WORD - Provide integration to MS Word processing for entry of comments, conditions and to produce project summary documents and notifications.							
Planning	16.149	INTEGRATION - MS OUTLOOK - Provide integration between Microsoft Outlook and the Condition of Approval process to automatically sent due date reminders.							
Planning	16.150	INTEGRATION - INSPECTIONS - Integrate in real time to the inspections module to schedule inspections and update inspection results to the planning project.							
Planning	16.151	INTEGRATE - CODE ENFORCEMENT - Ability to integrate with code enforcement module to identify any property/parcel existing code cases or fines pending payment.							
Planning	16.152	INTEGRATE - BUSINESS LICENSES - Ability to integrate with business licensing module to identify if a developer has an active business license.							
Planning	16.153	INTEGRATION - LAND MANAGEMENT - Land Management module should provide property information for all properties associated with a project. Agency's planning program to receive notification when related citizen inquiry received in CRM system.							

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Planning	16.154	INTEGRATION - PERMITTING - Provide automatic linkage between general planning applications and associated permits.							
Planning	16.155	INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - The system must integrate with the City's existing Laserfiche enterprise EDMS system. If your system does not integrate with Laserfiche please describe what other prominent EDMS system(s) you can integrate with or explain the EDMS or content management solution you propose for the City's use with your system.							
Planning	16.156	INTERFACE - GIS - User should have the ability to select Planning data and display that data on a map, interfacing to ESRI ArcGIS ArcInfo (Version 10.2)							
Planning	16.157	INTEGRATION - GENERAL LEDGER - The Planning application must generate journal entries to the General Ledger for any invoices generated and revenues received, including all fees and credits.							
Work Orders (Maintenance Management)									
Work Orders	22.000	WORK ORDERS (MAINTENANCE MANAGEMENT)							
Work Orders	22.001	WORK ORDER TYPES - Ability to create an " unlimited " number of work order types.							
Work Orders	22.002	USER-DEFINED FIELDS BY WORK ORDER CATEGORY - Ability to create " unlimited " user-defined fields by Work Order Category (e.g., water, sewer, facilities, etc.).							
Work Orders	22.003	USER-DEFINED FIELDS BY WORK ORDER TYPE - Ability to set up any type of work order with " unlimited " user-defined fields by work order type (e.g., Meter Repairs, Hydrant Flush, Valve Turning, Manhole Inspections, lift station inspections, etc.)							
Work Orders	22.004	"INTERNAL" & "EXTERNAL" FIELDS BY WORK ORDER TYPE - Ability to have work order type or or category to define a work order as "Private" (internal only) or "Public".							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.005	USER-DEFINED FIELDS - MOBILE - Ability to view user-defined fields from the mobile application.							
Work Orders	22.006	SERVICE/WORK REQUEST FIELDS - Track a minimum of the following fields for any work request:							
Work Orders	22.007	▪ Corrective Type Requested							
Work Orders	22.008	▪ Standard Description							
Work Orders	22.009	▪ Priority (e.g., High, Normal, Low, etc.)							
Work Orders	22.010	▪ Date							
Work Orders	22.011	▪ Requestor Type (Employee, Customer, Business)							
Work Orders	22.012	▪ Requestor Employee Department							
Work Orders	22.013	▪ Requestor Employee Number							
Work Orders	22.014	▪ Requestor Name							
Work Orders	22.015	▪ Requestor Address							
Work Orders	22.016	▪ Requestor Home Phone							
Work Orders	22.017	▪ Requestor Work Phone							
Work Orders	22.018	▪ Requestor Cell Phone							
Work Orders	22.019	▪ Requestor Email Address							
Work Orders	22.020	▪ Work Request Number							
Work Orders	22.021	▪ Completed/Closed Date							
Work Orders	22.022	▪ Location (if different than address)							
Work Orders	22.023	▪ Detailed Description							
Work Orders	22.024	▪ Corrective Type Initial Review							
Work Orders	22.025	▪ Date Assigned							
Work Orders	22.026	▪ Assigned To							
Work Orders	22.027	▪ Initial Action Taken							
Work Orders	22.028	▪ Follow-Up Required							
Work Orders	22.029	▪ Assigned to/Call #							
Work Orders	22.030	▪ WO Written							
Work Orders	22.031	▪ WO Written Date							
Work Orders	22.032	▪ WO Number							
Work Orders	22.033	▪ Follow-Up Action(s) Taken							
Work Orders	22.034	▪ Follow-Up Completion Date							
Work Orders	22.035	▪ Requestor Notified							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.036	▪ Requestor Notification Date							
Work Orders	22.037	▪ Requestor Notification Performed By							
Work Orders	22.038	▪ Reviewed By							
Work Orders	22.039	▪ Reviewed By Date							
Work Orders	22.040	WORK REQUEST - Ability to require work request for certain work order types and not be required for other work order types.							
Work Orders	22.041	WORK REQUEST - Ability for customers to submit work requests via the Internet.							
Work Orders	22.042	REQUEST TO WORK ORDER - Ability to convert a utility billing service request to a work order (e.g., meter damage).							
Work Orders	22.043	SERVICE REQUEST SOURCE - Ability to record the source of the service request (e.g., telephone, internal correspondence, external correspondence.)							
Work Orders	22.044	TRACKING SERVICE REQUESTS - Ability to produce a list of service requests by party requesting the work (trace all service requests by one person.)							
Work Orders	22.045	PRINTING LETTERS BASED ON SERVICE REQUEST FOLLOW-UP - Ability to print a service request follow-up letter when public-initiated service requests and/or work orders are closed in order to follow-up with publics who have reported a problem.							
Work Orders	22.046	EMAIL LETTERS BASED ON SERVICE REQUEST FOLLOW-UP - Ability to generate a service request follow-up email when public-initiated service requests and/or work orders are closed in order to follow-up with the public who have reported a problem.							
Work Orders	22.047	WORK ORDER TYPES - Ability to generate, at a minimum, the following work orders							
Work Orders	22.048	▪ Annual Respirator Fit Testing and Training for Water Operations							
Work Orders	22.049	▪ Bridge Connections							
Work Orders	22.050	▪ Bridge Maintenance							
Work Orders	22.051	▪ Brush Collection							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.052	▪ Building Maintenance - Internal							
Work Orders	22.053	▪ Catch Basing Cleaning							
Work Orders	22.054	▪ Certificate of Occupancy - Internal							
Work Orders	22.055	▪ Code Enforcement							
Work Orders	22.056	▪ Culvert and Ditch Inspection							
Work Orders	22.057	▪ Culvert and Ditch Maintenance & Replacement							
Work Orders	22.058	▪ Fire Hydrant Repairs							
Work Orders	22.059	▪ General Comments/Complaints/Other							
Work Orders	22.060	▪ Graffiti Removal							
Work Orders	22.061	▪ Hydrant Flushing							
Work Orders	22.062	▪ Irrigation System Maintenance							
Work Orders	22.063	▪ J.U.L.I.E. Locates							
Work Orders	22.064	▪ Landscape/Grounds Maintenance - Internal							
Work Orders	22.065	▪ Leaf Collection							
Work Orders	22.066	▪ Lift Station Maintenance							
Work Orders	22.067	▪ Main Break & Service Line Repair							
Work Orders	22.068	▪ Mosquito Adulticide - Spraying							
Work Orders	22.069	▪ Mosquito Larvicide - Catch Basin Treatment							
Work Orders	22.070	▪ Pavement Patching							
Work Orders	22.071	▪ Payment Markings							
Work Orders	22.072	▪ Pre-Permit Inspection - Erosion Control - Internal							
Work Orders	22.073	▪ Property Maintenance - Weeds/Grass							
Work Orders	22.074	▪ Public Utility Permits							
Work Orders	22.075	▪ Root Cutting and Televising							
Work Orders	22.076	▪ Sanitary & Storm Sewer Cleaning							
Work Orders	22.077	▪ Sanitary Sewer Blockage Repairs							
Work Orders	22.078	▪ Sanitary Sewer Jetting							
Work Orders	22.079	▪ Sanitary Sewer Maintenance							
Work Orders	22.080	▪ Sidewalk Replacement							
Work Orders	22.081	▪ Sign Fabrication							
Work Orders	22.082	▪ Sign Installation							
Work Orders	22.083	▪ Sign Maintenance							
Work Orders	22.084	▪ Snow Plowing Streets							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.085	▪ Special Events - Internal							
Work Orders	22.086	▪ Storm Drains							
Work Orders	22.087	▪ Storm Sewer Cleaning							
Work Orders	22.088	▪ Street Light Maintenance							
Work Orders	22.089	▪ Street Light Repairs							
Work Orders	22.090	▪ Street Sweeping							
Work Orders	22.091	▪ Tall Grass							
Work Orders	22.092	▪ Traffic Signal Maintenance							
Work Orders	22.093	▪ Trees							
Work Orders	22.094	▪ Valve Inspection & Exercising							
Work Orders	22.095	▪ Vehicles							
Work Orders	22.096	▪ Water Department - Internal							
Work Orders	22.097	▪ Water Tower Maintenance							
Work Orders	22.098	▪ Well - Daily Inspections							
Work Orders	22.099	▪ Wells Maintenance							
Work Orders	22.100	WORK ORDER FIELDS - Track a minimum of the following fields for any work order:							
Work Orders	22.101	▪ Work Order Number							
Work Orders	22.102	▪ Asset Number							
Work Orders	22.103	▪ Asset Location							
Work Orders	22.104	▪ Asset "Short" Description							
Work Orders	22.105	▪ Asset "Long" Description							
Work Orders	22.106	▪ Asset Serial Number							
Work Orders	22.107	▪ Asset Area							
Work Orders	22.108	▪ Originator							
Work Orders	22.109	▪ Account Number							
Work Orders	22.110	▪ Project Number							
Work Orders	22.111	▪ Work Group (division and section within Public Works)							
Work Orders	22.112	▪ Assigned To							
Work Orders	22.113	▪ Authorized By							
Work Orders	22.114	▪ Employee Initials							
Work Orders	22.115	▪ Budget Number							
Work Orders	22.116	▪ Print Date							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.117	▪ Plan Priority							
Work Orders	22.118	▪ Address							
Work Orders	22.119	▪ Location							
Work Orders	22.120	▪ Zones/Area							
Work Orders	22.121	▪ Origination Date & Time							
Work Orders	22.122	▪ Due Date & Time							
Work Orders	22.123	▪ Secondary Due Date							
Work Orders	22.124	▪ Schedule Start Date							
Work Orders	22.125	▪ Schedule Finish Date							
Work Orders	22.126	▪ Start Date							
Work Orders	22.127	▪ Completion Date							
Work Orders	22.128	▪ Labor Hours by work step							
Work Orders	22.129	▪ Down Time							
Work Orders	22.130	▪ Condition							
Work Orders	22.131	▪ Severity							
Work Orders	22.132	▪ Major Failure							
Work Orders	22.133	▪ Quantity							
Work Orders	22.134	▪ Quantity Unit of Measure							
Work Orders	22.135	▪ Dimensions or Units							
Work Orders	22.136	▪ Cost per Unit							
Work Orders	22.137	▪ Usage							
Work Orders	22.138	▪ Milestone							
Work Orders	22.139	▪ Work Category (Concrete, Asphalt, etc...)							
Work Orders	22.140	▪ Work Type (e.g., planned, non-emergency, emergency, stand-by, corrective, preventative, predicted maintenance, unscheduled)							
Work Orders	22.141	▪ Status							
Work Orders	22.142	▪ Work Requested Description/Activity							
Work Orders	22.143	▪ Total Estimated Cost							
Work Orders	22.144	▪ Completed By							
Work Orders	22.145	▪ Meter Name							
Work Orders	22.146	▪ Meter Reading							
Work Orders	22.147	▪ Labor Employee							
Work Orders	22.148	▪ Labor Total Hours							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.149	▪ Labor Overtime Hours							
Work Orders	22.150	▪ Labor Work Date							
Work Orders	22.151	▪ Labor Start Time							
Work Orders	22.152	▪ Labor Finish Time							
Work Orders	22.153	▪ Hourly Labor Cost							
Work Orders	22.154	▪ Total Labor Cost							
Work Orders	22.155	▪ Material Stock Number							
Work Orders	22.156	▪ Material Description							
Work Orders	22.157	▪ Material Required Quantity							
Work Orders	22.158	▪ Material Actual Quantity							
Work Orders	22.159	▪ Material Date Used							
Work Orders	22.160	▪ Material Total Unit Cost							
Work Orders	22.161	▪ Material Total Cost							
Work Orders	22.162	▪ Equipment Code							
Work Orders	22.163	▪ Equipment Description							
Work Orders	22.164	▪ Equipment Required Quantity							
Work Orders	22.165	▪ Equipment Actual Quantity							
Work Orders	22.166	▪ Equipment Date Used							
Work Orders	22.167	▪ Equipment Total Unit Cost							
Work Orders	22.168	▪ Equipment Usage Total Cost							
Work Orders	22.169	▪ Task Description							
Work Orders	22.170	▪ Task Instructions							
Work Orders	22.171	▪ Comments							
Work Orders	22.172	DETERMINE REQUIRED FIELDS - Ability to determine which fields are required for each work order type.							
Work Orders	22.173	WORK ORDER INITIATION - Ability to initiate a work order directly from:							
Work Orders	22.174	▪ The Service Order Screen (Converting from a Service/Work Request)							
Work Orders	22.175	▪ The Work Order Screen							
Work Orders	22.176	▪ Selecting a location from the GIS Map							
Work Orders	22.177	▪ Selecting an asset from the GIS Map							
Work Orders	22.178	▪ The Asset Record							

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Work Orders	22.179	COPYING WORK ORDERS - Ability to create a new work order by copying an existing work order.							
Work Orders	22.180	RELATED WORK ORDERS - Ability for the system to identify work orders that are related (i.e., parent-child/sub-work orders).							
Work Orders	22.181	MULTIPLE GL ACCOUNTS BY WO - Ability to use multiple general ledger account numbers per work order							
Work Orders	22.182	USER-DEFINED STATUS - Ability to define unlimited work order status codes and progression (e.g., initiated, in progress, on hold, etc.).							
Work Orders	22.183	MASS GROUPING - Ability to group unlimited assets in one work order and open/close in mass (e.g., flushing all sewer lines or hydrants by area.)							
Work Orders	22.184	MASS GROUP RECORDING - Ability to record meter reads, unit run times, and number of minutes flushed on multiple assets in a single work order (e.g., hydrant flushing, pump flow times, electric meter reads, pump house inspections, etc.)							
Work Orders	22.185	MULTIPLE WO ACTIVITIES - Ability to establish multiple "activities" within a single work order (i.e., vehicle inspection, preventative maintenance, and vehicle repairs).							
Work Orders	22.186	MULTIPLE WO ACTIVITIES BY ASSET - Ability to establish multiple "activities" within a work order by asset (i.e., performing preventative maintenance on a group of assets and one requiring repairs).							
Work Orders	22.187	PROJECT WORK ORDERS - Ability to track all project-related work orders and costs (e.g., subdivision, construction project, community festivals, valve turns, hydrant flushing, substation inspection, etc.)							
Work Orders	22.188	PROJECT WORK ORDERS - Ability to distribute labor and materials equally across the work order's assets (e.g., valve replacements in an area, hydrants being flushed, etc.)							
Work Orders	22.189	STANDARD TASKS - Ability to setup standard tasks, requirements, and notes by work order type.							

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Work Orders	22.190	WORK ORDER ASSIGNMENT - Ability to assign work orders to individuals, multiple individuals, crews or vendors.							
Work Orders	22.191	CREATE WORKFLOW - Provide workflow for the process of work order initiation, resource assignment, additional materials and equipment, work scheduling, reporting, and data entry verification.							
Work Orders	22.192	ROUTING WORKFLOW - Ability for work orders to auto-route to appropriate departments as tasks are completed (e.g., main break is repaired by Utilities Division, and then Streets Division finishes the street repairs.)							
Work Orders	22.193	TASK WORKFLOW - Ability to setup specific tasks to be completed with data recorded by work order type.							
Work Orders	22.194	MULTI-DEPARTMENT ASSIGNMENTS - Ability to assign additional sub tasks/work orders to active/open work orders and assign to multiple departments/divisions.							
Work Orders	22.195	EMAIL NOTIFICATION LINKS - Ability to email work order assignment notification with link to work order record.							
Work Orders	22.196	REASSIGN - Ability to reassign open work orders to other persons, departments, and divisions without creating a new work order.							
Work Orders	22.197	ONE TIME FEES - Ability to apply miscellaneous one-time account fees (e.g., new meter set fees).							
Work Orders	22.198	EXTERNAL BILLING - Ability to invoice all costs to external party (e.g., developers, drunk drivers, etc.) and track payments using specific general ledger codes.							
Work Orders	22.199	INTERNAL BILLING - Ability to track all costs for work orders that will be billed back to other departments using specific general ledger codes.							
Work Orders	22.200	REAL-TIME UPDATE - Provide real-time updates to work orders for all work order entry information (e.g., tasks completed, labor, materials, equipment, etc.) whether or not the work order is completed.							
Work Orders	22.201	ROUTE TO SUPERVISORS BY WO TYPE - Ability to send work orders to a specific supervisor by work order type.							

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Work Orders	22.202	ROUTE TO MULTI-DEPARTMENTS - Ability to simultaneously send work requests to multiple divisions/departments for different types of tasks on the same work order.							
Work Orders	22.203	CALC RESPONSE & RESOLUTION TIME - Provide auto-calculation of work order resolution and response times, excluding on-hold time (e.g., waiting for parts).							
Work Orders	22.204	OUTSOURCED WORK - Ability to set up work orders and track costs for outsourced work by vendor.							
Work Orders	22.205	ON HOLD - Ability to put a work order on hold and require a reason.							
Work Orders	22.206	REMINDERS - Ability to generate reminders for work orders that are pending or on hold.							
Work Orders	22.207	CHANGE CLOSED WORK ORDER - Ability to adjust work order resources after work order has been completed or closed.							
Work Orders	22.208	REPAIR ORDERS - Ability to generate repair orders from inspection work orders.							
Work Orders	22.209	CLASSIFICATION BY FACILITY - Ability to classify work orders by facility/area.							
Work Orders	22.210	PRIORITIZATION - Ability to prioritize work orders using defined priority standards.							
Work Orders	22.211	CLASSIFY - Ability to classify work orders as either preventative, corrective, or unscheduled.							
Work Orders	22.212	ASSET WO - Ability to process a work order without having to know the actual asset number (e.g., fix a manhole cover by type of activity even if the asset is not in the system.)							
Work Orders	22.213	WORK ORDER ENTRY OF REPORTED WORK - Ability to enter and correct actual labor hours, material costs and equipment usage against issued work orders.							
Work Orders	22.214	ENTRY OF REPORTED WORK - Ability to enter time by work order screen or Time Entry module. Vendors, please describe any limitations.							

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Work Orders	22.215	STANDARD BILLS OF MATERIAL - Ability to have standard bills of material (item, quantity, and price) detailed in a work order.							
Work Orders	22.216	ATTACHMENTS - Ability to attach scanned documents, files, digital photos, etc., to a work order.							
Work Orders	22.217	FREE-FORM COMMENTS - Ability to enter unlimited free-form comments attached to the work order and maintenance records.							
Work Orders	22.218	EQUIPMENT RENTAL - Ability to enter equipment usage and reflect in hours / rates.							
Work Orders	22.219	WORK ORDER COMPLETION - Capture work order completion data, including:							
Work Orders	22.220	▪ When requestor was responded to							
Work Orders	22.221	▪ When completed							
Work Orders	22.222	▪ Hours to complete							
Work Orders	22.223	▪ Inventory parts used							
Work Orders	22.224	▪ Problems encountered							
Work Orders	22.225	▪ Employee/division identification							
Work Orders	22.226	BURDEN RATES - Ability to cost work orders using user selected burden or overhead rates.							
Work Orders	22.227	EMPLOYEE LABOR RATE - Ability to use a standard rate labor charge or the employee's actual pay rate.							
Work Orders	22.228	FULLY BURDENED COST RECOVERY - Ability to pass the captured costs of work order to internal or external parties.							
Work Orders	22.229	OUTSTANDING SERVICE REQUEST/WORK ORDER - At data entry time, provide system alert of any other outstanding service requests or work orders for the same location or same asset.							
Work Orders	22.230	ISSUE INVENTORY TO WORK ORDER - Ability to issue parts from inventory from the work order screen and update inventory counts.							
Work Orders	22.231	ISSUE NON-INVENTORY ITEMS - Ability to add non-inventory parts to a work order.							

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Work Orders	22.232	LOCATION - Ability for a work order location to be a street and range of addresses (e.g., 100-600 blocks of Bennett Street.)							
Work Orders	22.233	MOBILE ACCESS - Ability to use mobile computers in the field, with real-time access to the data base to view, open, and update work orders. Vendors, please describe how accomplished.							
Work Orders	22.234	MOBILE ACCESS - Ability to print work orders in the field.							
Work Orders	22.235	USAGE RATE EFFECTIVE DATES - Ability to set effective dates of labor and equipment usage rates.							
Work Orders	22.236	INVOICES - Ability to generate an invoice from a work order.							
Work Orders	22.237	AGENCY TRACKING - Ability to track all traffic signals, maintenance history, and bill costs to appropriate agency (e.g., state, county, insurance company, etc.)							
Work Orders	22.238	HISTORY - Ability for historical reporting and inquiry to calculate using historical hourly/equipment rates.							
Work Orders	22.239	ATTACHMENTS - Ability to attach safety procedures and Material Safety Data Sheets (MSDSs) to the work order type or asset record.							
Work Orders	22.240	MAP DISPLAY - Ability to see locations of service requests and or work orders in a color or aerial map view.							
Work Orders	22.241	INQUIRIES & REPORTS							
Work Orders	22.242	WORK REQUEST TYPE - Ability to track number of work requests by type (originator, department, citizen, etc.).							
Work Orders	22.243	WORK ORDER INQUIRY - Ability to display service request/work order information online including the status and all detail-related information in order to answer customer inquiries about a service request.							
Work Orders	22.244	WORK ORDER INQUIRY - Ability to access a work order by asset part number, location, address, activity code, crew assigned, department assigned to, date, date resolved, work order number, etc.							
Work Orders	22.245	DIVISION WORK ORDERS - Ability to display work orders by division within status.							

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Work Orders	22.246	ASSIGNED WORK ORDERS - Ability to display work orders by assigned employee.							
Work Orders	22.247	PENDING PARTS WORK ORDERS - Ability to display work orders pending parts.							
Work Orders	22.248	PENDING VENDOR WORK ORDERS - Ability to display work orders pending vendor assignment.							
Work Orders	22.249	SCHEDULING WORK ORDERS - Ability to view employee activity calendar.							
Work Orders	22.250	PREVENTATIVE MAINTENANCE (PM)							
Work Orders	22.251	PM TYPES - Provide unlimited types of preventative maintenance work orders.							
Work Orders	22.252	PM SCHEDULE ZONE - Provide unlimited types of preventative maintenance schedule zones.							
Work Orders	22.253	AUTOMATIC GENERATION OF PREVENTATIVE MAINTENANCE WO's - Ability to automatically generate "Preventative Maintenance" work orders.							
Work Orders	22.254	PREVENTATIVE MAINTENANCE TRIGGERS - Ability to automatically generate a preventative maintenance work order by using the following triggers:							
Work Orders	22.255	▪ Mileage							
Work Orders	22.256	▪ Fuel Consumption							
Work Orders	22.257	▪ Days since last PM							
Work Orders	22.258	▪ Hours							
Work Orders	22.259	▪ Readings							
Work Orders	22.260	▪ Frequency of Usage							
Work Orders	22.261	MULTIPLE PM TRIGGERS - Ability to use more than one trigger to generate a preventative maintenance work order (e.g., mileage and fuel consumption)							
Work Orders	22.262	PM SOPs - Ability to maintain, attach, print and email Standard Operating Procedures (SOPs) for PM work orders.							
Work Orders	22.263	FORM ATTACHMENT - Ability to attach inspection forms to the work order record.							

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Work Orders	22.264	PM FIELDS - Provide the following fields in addition to the work order fields: ▪ Frequency Code							
Work Orders	22.265	▪ Last PM Usage							
Work Orders	22.266	▪ Last PM Date							
Work Orders	22.267	▪ Reason Created							
Work Orders	22.268	PM PROJECTS - Ability to setup PM projects and track multiple work orders per PM project (e.g., it takes a crew about six months to complete sewer line cleaning for a quadrant, need ability to track daily work completed).							
Work Orders	22.269	PM INTERVALS - Ability to schedule PMs for any user-defined interval (e.g., seasonal, twice a week, twice a month, every two weeks, monthly, daily, etc.)							
Work Orders	22.270	EQUIPMENT MAINTENANCE LISTING - Ability to produce an equipment maintenance listing.							
Work Orders	22.271	MAINTAIN EQUIPMENT AND ITEM BILLS OF MATERIALS - Ability to maintain parent equipment bills of material components (e.g., tree structure).							
Work Orders	22.272	MAINTENANCE OF EQUIPMENT'S COMPONENTS - Ability to maintain individual equipment and equipment component maintenance schedules.							
Work Orders	22.273	SUGGEST REPLACEMENT PARTS ON WORK ORDERS - Ability to maintain and suggest parent equipment and equipment component replacement parts.							
Work Orders	22.274	PREVENTATIVE MAINTENANCE INSTRUCTIONS AND GENERAL COMMENTS - Ability to associate preventive maintenance instructions, equipment recommended parts list, maintenance schedules, and general comments to work orders.							
Work Orders	22.275	MAINTENANCE TRACKING - Ability to track maintenance activity and costs related to infrastructure, facilities, and equipment (water lines, pumps, equipment, autos, facilities, lift stations, landscaping, etc.)							

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Work Orders	22.276	INFRASTRUCTURE ASSETS							
Work Orders	22.277	USER-DEFINED FIELDS BY ASSET TYPE - Ability to create unlimited user-defined fields by Asset Type (e.g., hydrants, lift stations, vehicles, equipment, etc.)							
Work Orders	22.278	USER-DEFINED INFRASTRUCTURE CLASSES AND ATTRIBUTES - Provide user-defined standard descriptions for infrastructure classes and functions (e.g., water lines, sanitary sewer lines, storm sewer lines, pavement, sidewalks, hydrants, curb and gutter, etc.)							
Work Orders	22.279	MULTIPLE ASSET TYPES BY WORK ORDER - Ability to create a work order that contains multiple asset types.							
Work Orders	22.280	INFRASTRUCTURE ASSET FIELDS - Ability to provide and maintain the following infrastructure asset information, including, but not limited to:							
Work Orders	22.281	▪ Asset Name							
Work Orders	22.282	▪ Asset ID Number							
Work Orders	22.283	▪ Asset Type							
Work Orders	22.284	▪ Department							
Work Orders	22.285	▪ Division							
Work Orders	22.286	▪ Short Description							
Work Orders	22.287	▪ Long Description							
Work Orders	22.288	▪ Notes							
Work Orders	22.289	▪ Color							
Work Orders	22.290	▪ Size							
Work Orders	22.291	▪ Length							
Work Orders	22.292	▪ Age (calculated)							
Work Orders	22.293	▪ Value							
Work Orders	22.294	▪ Prior inspection date							
Work Orders	22.295	▪ Prior inspection results							
Work Orders	22.296	▪ Prior Defects							
Work Orders	22.297	▪ Condition Description							
Work Orders	22.298	▪ Condition Rating							
Work Orders	22.299	▪ Parent Asset Name							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.300	▪ Parent Assembly ID Number							
Work Orders	22.301	▪ Sub-Assets List							
Work Orders	22.302	▪ Sub Assembly ID Number List							
Work Orders	22.303	▪ Associated Assets (upstream and downstream assets)							
Work Orders	22.304	▪ Geo Coordinates (Longitude/Latitude/Elevation)							
Work Orders	22.305	▪ Physical Location Address Street Number							
Work Orders	22.306	▪ Physical Location Address Street Number Suffix							
Work Orders	22.307	▪ Physical Location Address Street Prefix							
Work Orders	22.308	▪ Physical Location Address Street Name							
Work Orders	22.309	▪ Physical Location Address Street Suffix							
Work Orders	22.310	▪ Physical Location Address Sub-Detail							
Work Orders	22.311	▪ Physical Location Address City							
Work Orders	22.312	▪ Physical Location Address State							
Work Orders	22.313	▪ Physical Location Address Zip (5)							
Work Orders	22.314	▪ Physical Location Address Extended Zip (4)							
Work Orders	22.315	▪ Building							
Work Orders	22.316	▪ Floor							
Work Orders	22.317	▪ Room							
Work Orders	22.318	▪ Area							
Work Orders	22.319	▪ Sub-Area							
Work Orders	22.320	▪ Drawing Reference							
Work Orders	22.321	▪ Date Assigned							
Work Orders	22.322	▪ Project Number							
Work Orders	22.323	▪ Acquisition Date							
Work Orders	22.324	▪ Installation Date							
Work Orders	22.325	▪ Initial Cost							
Work Orders	22.326	▪ Expected Life							
Work Orders	22.327	▪ Residual Value							
Work Orders	22.328	▪ Salvage Value							
Work Orders	22.329	▪ Book Value							
Work Orders	22.330	PRE-CONFIGURED ASSET FIELDS - System to be delivered with pre-configured fields for the following asset types:							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.331	▪ Water: Mains, valves, meters, hydrants, service lines, water nodes, wells, reservoirs, pumps, generators, and motors.							
Work Orders	22.332	▪ Sewer: mains, manholes, service lines, nodes, lift stations, castings, generators							
Work Orders	22.333	▪ Storm: channels, inlets, mains, manholes, catch basins, pump stations, culverts, storage basins							
Work Orders	22.334	▪ Streets and Roadways: segments, guardrails, sidewalks, handicap ramps, pavement markings, signals, signs, lights, trees, landscape, intersections, bridges							
Work Orders	22.335	▪ Plant: facilities, equipment, vehicles, reservoirs, pumps, motors, communication tower, generators, grounds							
Work Orders	22.336	▪ Parks: buildings, equipment, trees, vehicles							
Work Orders	22.337	▪ Customer Service: service request management							
Work Orders	22.338	INFRASTRUCTURE NETWORKS - Ability to fully define infrastructure networks. In the case of a water system, this includes all pipes, valves, manholes, storage facilities, filter plants, etc.							
Work Orders	22.339	INFRASTRUCTURE NETWORKS ASSET ASSOCIATIONS - Ability to indicate upstream and downstream asset associations (e.g., lateral connections to a main, a main attached to a valve, etc.)							
Work Orders	22.340	MASTER ASSET - SUB-ASSET LISTING - Ability to view a listing of all sub-assets (children) that are associated with a master asset.							
Work Orders	22.341	MASTER ASSET - ACCUMLULATED COST - Ability to see overall costs associated with a master asset, including the cost of the sub-assets (children).							
Work Orders	22.342	INFRASTRUCTURE MATERIALS - Ability to fully define the materials within the infrastructure (e.g., type of pipe, length, flow rates, estimated life, etc.)							
Work Orders	22.343	INFRASTRUCTURE RUN TIMES - Ability to log run times (hours, units, flow, etc.) on plant equipment as inspected.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.344	INFRASTRUCTURE CONDITION RATING - Ability to establish condition ratings for each infrastructure asset segment.							
Work Orders	22.345	INFRASTRUCTURE ASSET CONDITION ANALYSIS - Ability to analyze infrastructure networks, including all networks and their interactions, to determine budget recommendations for asset upgrade (e.g., facility, water, and sewer must all be analyzed in order to avoid multiple road openings to repair the individual assets.)							
Work Orders	22.346	GEOGRAPHIC CLASSIFICATION OF INFRASTRUCTURE - Ability to group infrastructure assets by user-defined geographic areas.							
Work Orders	22.347	GEOGRAPHIC CLASSIFICATION OF INFRASTRUCTURE - Ability to have unlimited geographic area classifications by location.							
Work Orders	22.348	LONGEVITY - Ability to determine how long certain commodities such as light bulbs are lasting once installed.							
Work Orders	22.349	ATTACHMENTS - Ability to attach documents and pictures to the asset record.							
Work Orders	22.350	ATTACHMENTS - WORK ORDER - Ability to retrieve images and documents stored at the asset record from the work order screen.							
Work Orders	22.351	WORK ORDER HISTORY - Ability to click into work order history by type of material or equipment at a summary and detail level, including the ability to see location.							
Work Orders	22.352	WORK ORDER HISTORY BY ASSET - Ability to generate work order history by asset.							
Work Orders	22.353	WORK ORDER HISTORY - COSTS BY ASSET - Ability to generate work order cost summary reports by asset.							
Work Orders	22.354	ACTUAL VS PLANNED COMPARISONS - Ability to generate a comparison report for planned versus actual work completed.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Work Orders	22.355	INTEGRATION & INTERFACES							
Work Orders	22.356	INTEGRATION - GENERAL LEDGER - Ability to integrate with the General Ledger.							
Work Orders	22.357	INTEGRATION – PROJECT ACCOUNTING - Provide integration with Project Accounting.							
Work Orders	22.358	INTEGRATION – ACCOUNTS RECEIVABLE - Ability to integrate the Maintenance Management/Work Order System with Accounts Receivable for charging efforts to external customers.							
Work Orders	22.359	INTEGRATION - FIXED ASSETS - Ability for work order costs to be part of a fixed assets cost (e.g., construction of a storm drains or section of sewer pipe in ground).							
Work Orders	22.360	INTEGRATION – INFRASTRUCTURE ASSET INVENTORY - Ability to integrate with the Infrastructure Asset Inventory.							
Work Orders	22.361	INTERFACE - CIS & UTILITY BILLING - Provide interface with CIS & Utility Billing service orders.							
Work Orders	22.362	INTEGRATION - CRM - Provide integration with the Customer Request Management system.							
Work Orders	22.363	INTEGRATION - TIME KEEPING - Ability for work order time to be entered in the Time Entry system and automatically update the work order detail							
Work Orders	22.364	INTEGRATION – INVENTORY - Ability to integrate with the Inventory to update inventory items used on work orders.							
Work Orders	22.365	INTEGRATION - ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - The system must integrate with the City’s existing Laserfiche enterprise EDMS system If your system does not integrate with Laserfiche please describe what other prominent EDMS system(s) you can integrate with or explain the EDMS or content management solution you propose for the City’s use with your system.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Citizen Request Management	22.365	INTEGRATION - SEE-CLICK-FIX – Ability to interface with the City’s “See-Click-Fix” system.							
Work Orders	22.366	GIS INTEGRATION							
Work Orders	22.367	WORK ORDER - AUTO-POPULATE FROM GIS - Ability for the system to integrate with GIS in order to retrieve the following Work Order information:							
Work Orders	22.368	▪ Geo Location related to a work order							
Work Orders	22.369	▪ Asset Name							
Work Orders	22.370	▪ Asset ID							
Work Orders	22.371	▪ Other Asset Attributes Stored in GIS (e.g., size, inspection results, condition rating, etc.)							
Work Orders	22.372	GIS/MAPPING - Ability to select single or multiple Maintenance Management/Work Order assets or Asset Inventory and view on a GIS map using ArcGIS ArcInfo (Version 10.2).							
Work Orders	22.373	GIS/MAPPING - WO MAP ROUTING - Ability to generate a map of work orders and provide a suggested route.							
Work Orders	22.374	GIS/MAPPING - Ability to use GIS mapping to view areas for:							
Work Orders	22.375	▪ Work Order Types							
Work Orders	22.376	▪ Work Orders by Asset							
Work Orders	22.377	▪ Work Orders by Asset Types							
Work Orders	22.378	▪ Aging Assets							
Work Orders	22.379	▪ Asset Condition Ratings							
Work Orders	22.380	MOBILE APPLICATION - Ability for the mobile application to retrieve GIS information. Please describe which mobile device platforms are supported (e.g., iOS, Android, Windows, etc.)							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
CRM Citizen Request Management (CRM)									
Citizen Request Management	25.000	CITIZEN REQUEST MANAGEMENT							
Citizen Request Management	25.001	CONTACT TYPES - Provide for management of contacts: complaints, requests, suggestions, compliments by location, and name.							
Citizen Request Management	25.002	WEB PAGE CONTACTS - Ability to receive service requests/complaints/contacts via Web Page.							
Citizen Request Management	25.003	ONLINE STATUS - Ability for residents to inquire online and see the status of their request/complaint.							
Citizen Request Management	25.004	PERSON/ENTITY - Person/Entity should provide for the storage of the following information at a minimum:							
Citizen Request Management	25.005	▪ Name							
Citizen Request Management	25.006	▪ Name of In-house Contact							
Citizen Request Management	25.007	▪ Date of Request							
Citizen Request Management	25.008	▪ Time of Request							
Citizen Request Management	25.009	▪ Forward Request To							
Citizen Request Management	25.010	▪ Service Area (water, sewer, streets, electric, building/planning, other)							
Citizen Request Management	25.011	▪ Location of Complaint							
Citizen Request Management	25.012	▪ Description of complaint							
Citizen Request Management	25.013	▪ Service Action Requested							
Citizen Request Management	25.014	▪ Name of Caller							
Citizen Request Management	25.015	▪ Address of Caller							
Citizen Request Management	25.016	▪ Phone Number							
Citizen Request Management	25.017	▪ Determination (Public, Private)							
Citizen Request Management	25.018	▪ Determination Date							
Citizen Request Management	25.019	▪ Employee Name							
Citizen Request Management	25.020	▪ Follow up Required (Y/N)							
Citizen Request Management	25.021	UNIQUE EVENT ID - Ability to assign event reference for each request.							
Citizen Request Management	25.022	EVENT HISTORY - Ability to access event history by the event reference for each request.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Citizen Request Management	25.023	CALL HISTORY SEARCH - Ability to verify calls by searching for call history.							
Citizen Request Management	25.024	CALL HISTORY SEARCH - Ability to verify calls by searching for call history by informant.							
Citizen Request Management	25.025	CALL HISTORY SEARCH - Ability to verify calls by searching for call history by location.							
Citizen Request Management	25.026	DEFINE CONTACT TYPES BY DEPARTMENT / FUNCTIONAL AREA - Ability to segregate contact types by functional area/division/department.							
Citizen Request Management	25.027	ASSIGN & DISPLAY PRIORITY - Ability to display contacts by priority within functional area, as well as global view (all users).							
Citizen Request Management	25.028	CONTACT REFERRAL / ROUTING - Provide for the referral/routing of a contact to the proper department/employee based on type of contact (agency-defined).							
Citizen Request Management	25.029	ADDITIONAL REFERRALS / ROUTING - Provide for additional referrals/routing from initial responsible department/employee.							
Citizen Request Management	25.030	ROUTE REQUESTS TO MULTIPLE DEPARTMENTS - Ability to route request/complaint type to multiple departments/divisions or individuals ad hoc or predefined by type of contact or priority.							
Citizen Request Management	25.031	MULTI-REQUESTS PER SAME INCIDENT - Ability to capture and link multiple complaints on the same incident/case (e.g., graffiti, pot hole, down sign, code enforcement complaint, etc.)							
Citizen Request Management	25.032	MASS STATUS UPDATE - Ability to update status of multiple requests at the same time (e.g., five requests about the same pot hole).							
Citizen Request Management	25.033	DUPLICATE REQUESTS PER SAME INCIDENT - Ability to identify duplicate requests for the same issue.							
Citizen Request Management	25.034	AUDIT LOG - Ability to view audit log of request/contact events, activities, dates, and status.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Citizen Request Management	25.035	ACTIONS & REMINDERS - Ability to establish future actions and reminders associated with requests.							
Citizen Request Management	25.036	NOTIFICATIONS - Provide for the generation of response letters to the citizen at the receipt of request/complaint, when action is determined, and when action is completed.							
Citizen Request Management	25.037	HISTORY - Ability to view generated letters as a part of the request history.							
Citizen Request Management	25.038	E-MAIL - Ability to send email updates or notifications to requestors/citizens.							
Citizen Request Management	25.039	ATTACHMENTS - Ability to store attachments to the request history (e.g., photos, correspondence, e-mail, etc.)							
Citizen Request Management	25.040	USER-DEFINED CORRESPONDENCE - Provide capability to configure letter templates for generating correspondence on a global basis or by contact.							
Citizen Request Management	25.041	CITIZEN/CUSTOMER CLASSIFICATION TYPES - Provide ability to classify any citizen/customer request by pre-defined and ad hoc types.							
Citizen Request Management	25.042	USER-DEFINED FIELDS - Provide ability to create user-define additional information based upon request/complaint type (i.e., unlimited user-defined fields by type of request/contact.)							
Citizen Request Management	25.043	PRIORITIZE REQUESTS - Ability to prioritize requests/complaints.							
Citizen Request Management	25.044	STANDARD RESPONSE TIMES - Ability to setup standard response time requirements by request type for departmental response compliance and performance measurement tracking.							
Citizen Request Management	25.045	STANDARD RESPONSE TIME PUBLICATION - Ability to display standard response time requirements for display to citizen users.							
Citizen Request Management	25.046	E-MAIL ALERTS - Ability to send e-mail alerts to departments/divisions or individuals based upon priority.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Citizen Request Management	25.047	E-MAIL ALERTS - Ability to provide reminder e-mail alerts if request is not acted upon within the established standard response time.							
Citizen Request Management	25.048	SEARCH CRITERIA - Provide ability to obtain contact/service request status by citizen name, reference number, phone number, request type, and location.							
Citizen Request Management	25.049	SEARCH CRITERIA - Provide inquiry capability using wild cards and close-to logic.							
Citizen Request Management	25.050	AGING SEARCH - Provide inquiry capability for viewing requests based on aging criteria (e.g., requests still open that are "N" number of days beyond established standard response times).							
Citizen Request Management	25.051	STATISTICAL REPORTS - Allow for printing of reports in statistical format.							
Citizen Request Management	25.052	USER-DEFINED REPORT SORTING - Allow for sorting of reports in user-defined sequence.							
Citizen Request Management	25.053	ADDRESS SELECTION - Ability to select the address from a pre-populated drop-down list, limiting the ability to free-form type the address to a selected few.							
Citizen Request Management	25.054	CALL SOURCE - Ability to track call input source (e.g., phone, face-to-face, e-mail, Web.)							
Citizen Request Management	25.055	ESCALATION PRIORITY - Ability to escalate and prioritize status for daytime and off-hours calls.							
Citizen Request Management	25.056	ROUTE QUEUE - Ability to temporarily route queue to others in department pool when primary contact is out of office or unavailable.							
Citizen Request Management	25.057	ROUTE QUEUE - Ability to track personnel who received the citizen request.							

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Citizen Request Management	25.058	ACCESS SECURITY - Ability to make requests confidential so only certain departments can see certain request types.							
Citizen Request Management	25.059	ACCESS SECURITY - Ability to make certain citizens or addresses confidential (e.g. VIP, council member, etc.).							
Citizen Request Management	25.060	UPDATE RESTRICTIONS - Ability to restrict update access to certain data fields.							
Citizen Request Management	25.061	INTEGRATION							
Citizen Request Management	25.062	INTEGRATION - LAND MANAGEMENT - Provide linkage of Citizen Contact to related address in the Land/Parcel/Address Management database.							
Citizen Request Management	25.063	INTERFACE - GIS - Provide linkage of CRM to ESRI ArcGIS ArcInfo (Version 10.2).							
Citizen Request Management	25.064	INTEGRATION - WORK ORDERS/MAINTENANCE MANAGEMENT - Provide two-way integration with the Work Order/Maintenance Management module.							

APPENDIX B: VENDOR PROFILE

Vendor(s) Name: _____

SOFTWARE VENDOR INFORMATION

Company Name

Street Address

City, State, Zip code

Telephone Number

Primary Contact

Secondary Contact (if applicable)

SOFTWARE SUPPORT

Location of Application Software

Support Personnel

Number of Application Software

Support Personnel

(Propose Solution ONLY)

Support Hours

(designate time zone)

Guaranteed Response Time

Average Response Time

Average Resolution Time

800 Number Access

RESELLER INFORMATION (if applicable)

Company Name

Street Address

City, State, Zip code

Telephone Number

Primary Contact

Secondary Contact (if applicable)

SOFTWARE SUPPORT (if applicable)

Location of Application Software

Support Personnel

Number of Application Software

Support Personnel

(Propose Solution ONLY)

Support Hours

(designate time zone)

Guaranteed Response Time

Average Response Time

Average Resolution Time

800 Number Access

APPENDIX C: VENDOR PROFILE / FINANCIAL INFORMATION

Vendor(s) Name: _____

VENDOR INFORMATION

Vendor Name _____

Number of Years in Business _____

Total Number of Employees _____

(Propose Solution ONLY)

Organization Classification (Private,
Public, Other) _____

RESELLER INFORMATION (if applicable)

Reseller Name _____

Number of Years in Business _____

Total Number of Employees _____

(Propose Solution ONLY)

Organization Classification (Private,
Public, Other) _____

VENDOR FINANCIAL INFORMATION

Annual Revenue _____

Percent of Annual Revenue
Allocated to R & D _____

Percent of Annual Revenue
Generated from New Sales _____

Percent of Annual Revenue from
Annual Recurring Income _____

RESELLER FINANCIAL INFORMATION (if applicable)

Annual Revenue _____

Percent of Annual Revenue
Allocated to R & D _____

Percent of Annual Revenue
Generated from New Sales _____

Percent of Annual Revenue from
Annual Recurring Income _____

APPENDIX D: VENDOR CUSTOMER

Vendor(s) Name: _____

Note: If you are a VAR, please provide the information for your specific company in addition to the software vendor's information.

Note: If your proposed solution belongs to a parent/consolidation company only provide customer figures for the proposed solution.

BY THE FOLLOWING CRITERIA		Vendor Information		Reseller Information	
		NUMBER OF AGENCIES (Not Installs)	NUMBER OF IL STATE CUSTOMERS (Not Installs)	NUMBER OF AGENCIES (Not Installs)	NUMBER OF IL STATE CUSTOMERS (Not Installs)
Total - All Entities (Including Parent Company)	(Proposed Solution Only)				
Total - All Customers	(Proposed Solution Only)				
Total - Cities and/or Districts	(Proposed Solution Only)				
Populations below 25,000	(Proposed Solution Only)				
Populations between 25,000-50,000	(Proposed Solution Only)				
Populations between 50,000-75,000	(Proposed Solution Only)				
Populations Above 75,000	(Proposed Solution Only)				
General Ledger	(Proposed Solution Only)				
Project Accounting	(Proposed Solution Only)				
Payroll	(Proposed Solution Only)				
Utility Billing/Customer Information System	(Proposed Solution Only)				
Planning Projects and Zoning	(Proposed Solution Only)				
Permitting	(Proposed Solution Only)				
Code Enforcement	(Proposed Solution Only)				
Work Orders (Maintenance Management)	(Proposed Solution Only)				
Citizen Request Management (CRM)	(Proposed Solution Only)				
Online Permits	(Proposed Solution Only)				
Online Code Enforcement	(Proposed Solution Only)				
Online Business Licenses	(Proposed Solution Only)				
Online Payments	(Proposed Solution Only)				
Laserfiche Integration	(Proposed Solution Only)				

APPENDIX E: VENDOR/RESELLER REFERENCES

Vendor Name: _____

Proposed Solution Only (Below)

	Customer Name	Contact Name	Phone Number	Population	Installation Date	APPLICATIONS (please list)
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Note: If you are a Reseller/VAR, clearly indicate which references are for your specific company.

1)						
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						

Note: Please indicate which module(s) were implemented in the "Application" column

APPENDIX F: VENDOR GENERAL SYSTEM INFORMATION

Vendor Name: _____

GENERAL QUESTIONS

	Yes	No
Will you agree to incorporate RFP and your proposal into the contract?	_____	_____
Will you hold prices firm for 120 days from proposal due date?	_____	_____
Is the source code held in escrow at a third-party institution? If yes, please identify the third party. If not, will you agree to providing such a service?		_____
Explain:		

Will support fees include upgrades to meet any State and Federal mandated changes (e.g., payroll issues, reports, calculations)?		_____
Will application software license be a "license in perpetuity?"	_____	_____

SYSTEM SUPPORT INFORMATION

	Yes	No
Can one Vendor install all application software? If not, please explain.	_____	_____
Can one Vendor support all application software? If not, please explain.	_____	_____
Can the vendor remotely connect to the system for diagnostics and/or support? Is there an associated cost?		_____
Is there a website for customer software updates?	_____	_____
Can the website be used to communicate support issues and downloads?	_____	_____
Is there an application software Users' Group?	_____	_____

CONVERSION INFORMATION

Has the Vendor previously converted a customer from an MSI (Harris) Financial software package to the ***proposed*** software application?

Response: _____

SOFTWARE APPLICATION INFORMATION

On what platform(s)/operating system(s) will the ***proposed*** application software run?

Response: _____

What year was the **current technology platform** of the ***proposed*** software originally released (e.g. .NET in 2007)?

Response: _____

Did you develop the software in-house or was it purchased? If purchased, identify the company from whom you acquired the software.

Response: _____

Which **Database System** (Preference towards MS SQL) will be deployed with the ***proposed solution?*** (Include name and version)

Proposed Database System: _____

Which **Server Software** (Preference towards MS Windows Server) will be deployed with the ***proposed solution?*** (Include server software name and version)

Proposed Server Software: _____

Please describe the software upgrade process (e.g., frequency and level of effort and cost).

Response: _____

Please describe the software patch delivery process and level of effort.

Response: _____

APPENDIX G: PROJECT COST ESTIMATES

Vendor Name: _____

NOTES & INSTRUCTIONS

Supplemental Pricing in your company's standard format can be provided separately. However, even if you provide supplemental pricing, this project costs worksheet must Additional rows and/or descriptions can be added if necessary. If an item is included elsewhere, please say included.
DO NOT delete any rows or change any formulas

OPTION:

If you wish to propose both a Traditional In-House license model and a Hosted option, please submit two (2) copies of this Appendix G with a copy for each option.

One-Time Costs

	Hourly Rate	Total Hours	PRICE
Software License Fees			\$ -
Training Fees			\$ -
Project Management			
Installation/Implementation Fees			\$ -
Modifications/Enhancements Estimates (see Appendix J)			\$ -
Report & Inquiry Development			
Interface Development Estimates (see Appendix H)			\$ -
Conversion Assistance (see Appendix I)			\$ -
Other (Please List as needed)			

Hardware/System Software (estimates, if applicable)	
Installation (if applicable)	
Other Costs (Please List)	

Travel & Related Expenses	
Taxes	
\$ -	

Annual Recurring Costs

	PRICE
Application Annual Maintenance/Support	\$ -
(24/7 Telephone Support (Yes/No))	
Hardware/System Software (estimates, if applicable)	
\$ -	

Detailed Software Application Pricing and Information

Vendor's Module Name	License Fees	Implementation Services			Training Services			Annual Support
		Total Hours	Total Visits	Total Implementation Services Costs	Total Hours	Total Visits	Total Training Costs	

(Please List Applications/Modules - Add Rows as Necessary)

Financial Management

- General Ledger
- Budgeting
- Project & Grant Accounting
- Requisitions & Purchasing
- Contracts Management
- Accounts Payable
- Accounts Receivable
- Cash Receipts
- Fixed Assets
- Financial Reporting

People Management

- Human Resources
- Applicant Tracking
- Employee Self-Service
- Payroll
- Time and Attendance

Utility Billing

- Utility Billing
- Customer Service
- Cash Receipts
- Online Utility Accounts and Payments
- Service Requests/Orders
- Mobile Service Orders

Land Management

- Planning
- Permitting
- Inspections
- Mobile Inspections
- Code Enforcement
- Mobile Code Enforcement
- Licensing and Registration
- Parcel/Address Management
- Electronic Review Markups

Online / Citizen Internet Access Online

- Planning Project Information
- Electronic Plan Submittals
- Online Permits
- Online Code Enforcement
- Online Inspections
- Online Licensing and Registration
- Online Citizen Request Management (CRM)
- Online Payments (Misc. Receivables)

Maintenance Management

- Work Order Management
- Mobile Work Orders
- Inventory Management
- Fleet Maintenance

Other

- Ad Hoc Reporting (in addition to Financial Reporting above)
- Citizen Request Management (CRM)
- GIS & GIS Mapping ArcGIS (ArcGIS 10.2)
- EDMS (To Be Determined)

Sub-Totals

\$	-	0.0	0.0	\$	-	0.0	0.0	\$	-	\$	-
----	---	-----	-----	----	---	-----	-----	----	---	----	---

NOTES

- 1) Indicate how license fees are calculated (e.g., concurrent users, user ID's, processor size, etc.). Provide number of user licenses if applicable, and additional user license cost if required.
- 2) Please describe additional future license fees if applicable (e.g., change in users, processor size, etc.).
- 3) Optional pricing for above one-time costs should be clearly identified (e.g., different project management service levels).
- 4) Describe number of days/hours included with project management AND training costs above.
- 5) Describe in detail what is included with conversion estimates.
- 6) Describe how travel and related expense estimates were calculated.
- 7) Describe additional costs required for optional applications (e.g., hardware, training, project management, etc.)
- 8) Clearly indicate third party software.
- 9) Please attach server sizing/configuration documentation.

APPENDIX H: INTERFACE COSTS

Interfaces/Integrations	Low Estimate	High Estimate	Annual Support Costs (If Applicable)	Vendor Comments/ Suggestions
<i>See the Integration Table in the RFP Document for further Detail</i>				
<i>Please provide both low and high estimated cost</i>				
General Ledger				
Import G/L Entries				
Import Recurring G/L Entry				
Credit Card Download				
Import Bank Statement File				
Import Voided Checks				
Investment Banks				
Service Banks				
Accounts Payable				
Electronic Payments (ACH/Wire Transfers)				
Positive Pay				
Purchasing Card Import				
Workers Comp Check File				
Cashiering & Online Payments				
Credit Card & ACH Payment Processing				
Payroll				
Direct Deposit File				
Positive Pay				
Child Support Deduction File				
Quarterly Illinois Department of Employment Security (IDES)				
IRS - 941 Reporting				
W-2 Filing and Reporting				
Illinois Municipal Retirement Fund System (IMRF)				
Human Resources				
Wire Transfers (e.g, insurance companies, unions, etc.)				
Third-Party People Management Applications (See "Optional Application Software" Section of RFP document)				
HR/Payroll				
Timekeeping				
Benefit Enrollments and Administration				
Utility Billing				
Handheld Meter Reading Devices (Sensus/AutoRead Version 6.0)				
Automated Meter Reading Software (Itron Web-based Version)				
Utility Bill Printing (Third Millennium Assoc -TMA)				
Lockbox/Remittance Processing				
Permitting				
State Contractors Lic Board (validate licensee info.)				
Licensing/Registration				
State Contractors Lic Board (validate licensee info.)				
	\$ -	\$ -	\$ -	

APPENDIX I: CONVERSION COSTS

Conversions	Low Estimate	High Estimate	Vendor Comments/ Suggestions
<i>See the Conversion Information Table in the RFP Document for further Detail</i>			
<i>Please provide both low and high estimated costs</i>			
Financial Management			
General Ledger Accounts			
Fixed Assets			
Vendor Master Records			
Customer Master Records (excluding Utilities)			
CIS/Utility Billing			
Customer/Account Master Records			
Payment History			
Open Transactions			
Consumption History			
Human Resources			
Employee Master Records			
Payroll			
Payroll Records			
Land Management			
Address/Parcel Records			
Active Planning Projects			
Active Permit Applications			
Active License Master Records			
Historical Planning Projects			
Historical Permit Records			
Historical Inspections			
Historical Code Enforcement Cases			
Inventory			
Inventory Items			
	\$ -	\$ -	



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

Agenda Item Number

Consent Agenda #6

Tracking Number

ADM 2019-08

Agenda Item Summary Memo

Title: Disposal of Surplus Property Authorization – Conference Table

Meeting and Date: City Council – February 26, 2019

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM 02-20-19 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2019-08

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Erin Willrett, Assistant City Administrator
Date: February 20, 2019
Subject: Disposal of Surplus Property Authorization – Conference Table

Summary

Authorizing the Disposal of Surplus Property Owned by the United City of Yorkville.

Background

In 2018, staff researched possible scenarios where the conference room would be used as a multipurpose room to hold trainings, meetings, and other gatherings. Purchasing Manager Parker was able to work with the Village of Oswego to obtain training tables from their old police department that are no longer needed. These tables have been placed in the conference room and have the ability to redesign the room to fit different gatherings, when needed.

Recommendation

Staff is requesting the approval to declare the large conference table as surplus and dispose of the table through auction, online transaction, donation to a non-profit organization, local taxing district or other shared services municipality.



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Special City Council – January 29, 2019

Meeting and Date: City Council – February 26, 2019

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: Beth Warren City Clerk
Name Department

Agenda Item Notes:

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, JANUARY 29, 2019**

Mayor Golinski called the meeting to order at 7:00 p.m. and he called Ethan and Caleb up to the front to lead the Council in the Pledge of Allegiance.

Mayor Golinski stated that Ethan and Caleb were attending the meeting tonight for a requirement for the citizenship in the community merit badges.

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Peterson	Present

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, Deputy Chief of Police Klingel, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Mayor Golinski stated at the request of Alderman Frieders he is going to move Public Safety Committee Report #2, Ordinance Amending the Regulations for Licensed Massage Establishments to # 1 under Mayor's Report.

Amendment approved unanimously by a viva voce vote.

PRESENTATIONS

Presentation to Eagle Scout – Nicholas Krauss

Mayor stated that the Eagle Scout could not make it tonight, so it will be rescheduled.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Mr. Furr, owner and operator of 4 You Massage, addressed licensing fees and codes for massage establishments.

CONSENT AGENDA

1. **Ordinance 2019-01** Amending the Yorkville City Code Liquor Control Regarding Restrictions Concerning Minors – *authorize the Mayor and City Clerk to execute* (PS 2018-16)
2. **Ordinance 2019-02** Amending the Regulations of a Class M Microbrewery/Brewpub Liquor License and Creating a New Class L Brewery Liquor License – *authorize the Mayor and City Clerk to execute* (PS 2019-04)
3. Riverfront and Bristol Bay Parking Improvements – Change Order No. 1 – *authorize the Mayor to execute* (PW 2019-04)
4. Autumn Creek – Unit 2C Bond Release – *authorize the release of the maintenance bond (Westchester Fire Insurance Co. #K082230456-M in the amount of \$240,015.05)* (PW 2019-05)
5. Bristol Bay – Unit 11 Bond Release – *authorize the release of the maintenance bond (Arch Insurance #SU1147043 in the amount of \$16,159.00)* (PW 2019-06)
6. **MFT Resolution 2019-01** for 2019 Road to Better Roads Program – *authorize the City Clerk to execute* (PW 2019-07)

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

Motion approved by a roll call vote. Ayes-8 Nays-0
Colosimo-aye, Milschewski-aye, Tarulis-aye, Frieders-aye,

Funkhouser-aye, Milschewski-aye, Peterson-aye, Koch-aye,
Plocher -aye, Frieders-aye, Tarulis-aye, Colosimo-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2019-06

**Establishing Regulations for Mobile Vendor Vehicles
and Truck Rally Special Events
(EDC 2018-78)**

Mayor Golinski entertained a motion to approve an ordinance establishing regulations for mobile vendor vehicles and truck rally special events and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Peterson.

Alderman Frieders suggested that the City mention there will a limited number of vehicles allowed to participate in the event.

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

PUBLIC SAFETY COMMITTEE REPORT

**Ordinance Amending Title 3, Chapter 13 of the Code of Ordinances (Licensing
Requirements for Resale Dealers)
(PS 2018-18)**

Mayor Golinski entertained a motion to approve an ordinance amending title 3, chapter 13 of the code of ordinances (licensing requirements for resale dealers) and authorize the Mayor and City Clerk to execute. So moved by Alderman Colosimo; seconded by Alderman Frieders.

Alderman Colosimo asked how does a 35% benchmark affect Yorkville and what specific establishments will be affected. City Administrator Olson stated there are a few business that are currently licensed and this will not affect the regulations on any of those businesses. This ordinance affects businesses that either take in 35% of their sales in trade in electronics or businesses that have over one million dollars of revenue and take in any trade in electronics. Alderman Funkhouser asked if this is singling out any particular businesses. City Administrator Olson stated it affects any business that takes in any trade in material that is intended for resale. Alderman Funkhouser and City Attorney Orr discussed the legal ramifications. Alderman Colosimo wanted to know if anyone has reached out to Target to discuss this issue. City Administrator Olson believes the City has made contact with Target. Alderman Colosimo asked for clarification of the ordinance, and City Administrator Olson explained and stated that these were the recommendations that came out of the Public Safety Committee. Alderman Plocher, City Administrator Olson, and Alderman Frieders discussed this ordinance further. Alderman Milschewski asked if this was directed toward pawn shops and now the City is going to say that Target is going to be subjected to these guidelines. City Administrator Olson stated yes. Target has been made aware of this. Alderman Funkhouser stated if the City doesn't approve this amendment then Target and any other business in this class can still proceed to sell the items they are just not required to register. City Administrator Olson said that is correct. Alderman Funkhouser stated that is the only thing on the table is whether they register and there is oversight through the Police Department or not. City Administrator Olson said yes. Alderman Funkhouser asked how big of an issue is it for the City to not have it on the register. Police Chief Hart stated significant, for this would be the way to track the stolen items. There was more discussion on this ordinance among City Administrator Olson, Police Chief Hart, and Alderman Funkhouser. Alderman Frieders recognizes the benefit of the ordinance to stop the selling of stolen merchandise. Alderman Funkhouser clarified points of the ordinance. Alderman Frieders asked if Aurora had a similar ordinance and City Administrator Olson said yes but he didn't know the specifics. Alderman Milschewski asked if Target will use the same type of computer program that pawn shops use for registering used trade in merchandise. City Administrator Olson stated yes. Alderman Colosimo is not wanting to upset Target and said that Target has its own security measures in place. He is not ready to sign off on this ordinance at this time.

Alderman Colosimo made a motion to table this to send it back to committee; seconded by Alderman Koch.

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

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

**Baseball and Softball Uniforms and Equipment Request for Proposal
(CC 2019-06)**

Mayor Golinski stated that the Park Board is going out for request for proposal for baseball and softball uniforms and equipment. Mayor Golinski asked Director of Parks and Recreation Evans if he has any idea how baseball registration was going. Director of Parks and Recreation Evans stated it is comparable to past registrations. Alderman Colosimo asked if there would be sponsorships this year. The answer was yes.

**Program Catalog Request for Proposal
(CC 2019-07)**

Mayor Golinski stated this is done yearly.

PLANNING AND ZONING COMMISSION

**Ordinance 2019-07 Approving a Fourth Amendment to the Planned Unit Development Agreement Between the United City of Yorkville and CalAtlantic Group, Inc. (Windett Ridge Subdivision)
(PZC 2018-14)**

Mayor Golinski entertained a motion to approve an ordinance approving a fourth amendment to the planned unit development agreement between the City and CalAtlantic Group, Inc. (Windett Ridge subdivision) and authorize the Mayor and City Clerk to execute. So moved by Alderman Colosimo; seconded by Alderman Frieders.

Alderman Colosimo will be voting in favor of this ordinance.

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

**Ordinance 2019-08 Amending the Yorkville Zoning Ordinance by Revising the Definition of Microbrewery and Adding Breweries as Permitted Uses in Manufacturing Districts and Special Uses in the Business Districts
(PZC 2018-19)**

Mayor Golinski entertained a motion to approve an ordinance amending the Yorkville Zoning Ordinance by revision the definition of microbrewery and adding breweries as permitted uses in manufacturing districts and special uses in the business districts and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Funkhouser.

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

**Ordinance 2019-09 Amending the Zoning Ordinance by Adding the Regulations for Mobile Food and Retail Vendor Vehicles
(PZC 2018-21)**

Mayor Golinski entertained a motion to approve an ordinance amending the zoning ordinance by adding the regulations for mobile food and retail vendor vehicles and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Peterson.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

AACVB

Alderman Funkhouser reported that the AACVB has its annual meeting coming up on March 14, 2019 at the Aurora Regional Fire Museum.

STAFF REPORT

No report.

ADDITIONAL BUSINESS

Park Board Meeting

Alderman Frieders stated after attending the Park Board meeting, he realized that the Park Board has put on a significant number of events. Alderman Frieders then sent an email to Assistant City Administrator

Willrett and asked her to please share what the Park Board has done for the Yorkville community over the last year. In 2018 there were 34 special events and 16 of those were free. He stated that when that is compared to when Evans took over there were 6 events. Alderman Frieders wanted to acknowledge that these events bring in a large number of revenue and many stay in Yorkville due to the Parks and Recreation Department. Alderman Frieders wanted to thank them for all that the department has done.

National Suicide Prevention And Action Month Proclamation

Alderman Frieders wanted to officially ask for permission to restart the National Suicide Prevention and Action Month Proclamation. He has already prepared a letter to elected officials and has adjusted the proclamation to change the lettering some. Alderman Frieders stated that over the last year he has been working with a group called Hope For The Day, which is out of Chicago. He stated that the word awareness started ticking him off because that word is used as if once you know about something you don't need awareness anymore. Alderman Frieders stated that he has stricken the word awareness from every email that he is going to send out. He stated that he is re-naming this from the National Suicide Prevention Campaign to the National Suicide Prevention and Action Month Proclamation. He stated action being this year when he asks people to actually read the proclamation he is going to ask that they share it with their constituents. Alderman Frieders wants people to know that there are services available. When one person completes suicides the ripples are unbelievably damaging to the entire community. It will change people's lives for the negative. He would like to start over and start sending out emails. Last year was 234 cities and 20 counties and 40 different states. Alderman Frieders stated that he has to quadruple that in regards to cities. He stated this needs to be a bigger topic. Mayor Golinski thanked Alderman Frieders and stated that the City definitely appreciates his efforts. Mayor Golinski stated that Alderman Frieders has his 100% support.

EXECUTIVE SESSION

Mayor Golinski entertained a motion to go into Executive Session for the purpose of

1. For litigation.

So moved by Alderman Milschewski; seconded by Alderman Colosimo.

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

The City Council entered Executive Session at 7:47 p.m.

The City Council returned to regular session at 8:25 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 8:26 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$1,487,871.41

Meeting and Date: City Council – February 26, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested: _____

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-A.HERNANDEZ	01/31/19	01	RURAL KING-GREASE GUN,		79-790-56-00-5630	246.33
			02	GORILLA GLUE, PAINT SPRAY,		** COMMENT **	
			03	HOLE STRAPS		** COMMENT **	
						INVOICE TOTAL:	246.33 *
	022519-A.SIMMONS	01/31/19	01	IFO - ANNUAL MEMBERSHIP		01-120-54-00-5460	265.00
			02	RENEWAL-SIMMONS		** COMMENT **	
			03	AMAZON-PLASTIC SLEEVES AND		01-110-56-00-5610	71.49
			04	METAL RINGS FOR FUEL PROGRAM		** COMMENT **	
			05	VERIZON-01/02-02/01 IN CAR		01-210-54-00-5440	720.24
			06	UNITS		** COMMENT **	
			07	VERIZON-DEC 2018 MOBILE PHONES		01-220-54-00-5440	184.34
			08	VERIZON-DEC 2018 MOBILE PHONES		01-210-54-00-5440	928.75
			09	VERIZON-DEC 2018 MOBILE PHONES		79-795-54-00-5440	72.98
			10	VERIZON-DEC 2018 MOBILE PHONES		51-510-54-00-5440	187.39
			11	VERIZON-DEC 2018 MOBILE PHONES		01-410-54-00-5440	44.27
			12	VERIZON-DEC 2018 MOBILE PHONES		52-520-54-00-5440	38.01
			13	KONICA-11/19-12/18 COPY CHARGE		82-820-54-00-5462	2.60
			14	KONICA-10/04-01/03 COPY CHARGE		82-820-54-00-5462	15.30
			15	KONICA-10/04-01/03 COPY CHARGE		82-820-54-00-5462	524.64
			16	OFFICE DEPO-1099-G TAX FORMS		01-120-56-00-5610	7.99
			17	ALARM DETECTION-FEB-APR		23-216-54-00-5446	135.00
			18	MONITORING AT 102 E VAN EMMON		** COMMENT **	
			19	QUILL-TONER		01-120-56-00-5610	164.99
			20	ALARM DETECTION-ANNUAL		82-820-54-00-5462	1,092.36
			21	MONITORING AT 902 GAME FARM		** COMMENT **	
			22	RED WING-STEEL TOE BOOTS-SENG		01-410-56-00-5600	187.99
			23	RED WING-STEEL TOE		01-410-56-00-5600	211.49
			24	BOOTS-WEBER		** COMMENT **	
						INVOICE TOTAL:	4,854.83 *
	022519-B.BEHRNS	01/31/19	01	AUTO ZONE-SOLENOID SWITCH		51-510-56-00-5628	19.99
			02	JAN 2019 GASOLINE		51-510-56-00-5695	68.34
						INVOICE TOTAL:	88.33 *
	022519-B.OLSEM	01/31/19	01	OFFICE DEPO-PAPER		01-110-56-00-5610	107.37
			02	WAREHOUSE DIRECT-TONER		01-110-56-00-5610	121.30
			03	WAREHOUSE DIRECT-PAPER,		01-110-56-00-5610	195.81
			04	BATTERIES		** COMMENT **	
			05	WAREHOUSE DIRECT-DATE STAMP		01-110-56-00-5610	68.21
						INVOICE TOTAL:	492.69 *
	022519-B.OLSON	01/31/19	01	SURVEY MONKEY SUBSCRIPTION		01-110-54-00-5462	300.00
			02	RENEWAL FEE		** COMMENT **	
			03	NIU-ILCMA 2019 WINTER		01-110-54-00-5412	225.00

DATE: 02/19/19
 TIME: 12:15:24
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-B.OLSON	01/31/19	04	CONFERENCE REGISTRATION FOR		** COMMENT **	
			05	OLSON		** COMMENT **	
						INVOICE TOTAL:	525.00 *
	022519-E.TOPPER	01/31/19	01	ALA MEMBERSHIP RENEWAL-TOPPER		82-820-54-00-5460	220.00
			02	AMAZON-TAPE		82-820-56-00-5610	26.09
			03	AMAZON-CORRECTION TAPE		82-820-56-00-5610	11.53
			04	AMAZON PRIME MONBTHLY FEE		82-820-54-00-5460	12.99
			05	TRIBUNE SUBSCRIPTION RENEWAL		82-820-54-00-5460	403.00
			06	AMAZON-CARD GAME		82-820-56-00-5671	11.23
			07	AMAZON-TONER CARTRIDGES		82-820-56-00-5610	440.88
			08	AMAZON-TONER CARTRIDGES, PENS,		82-820-56-00-5610	606.72
			09	CARD GAME		** COMMENT **	
			10	AMAZON-POETRY KIT		82-820-56-00-5671	19.95
			11	AMAZON-SPACE HEATER		82-820-56-00-5610	129.98
						INVOICE TOTAL:	1,882.37 *
	022519-E.WILLRETT	01/31/19	01	YORKVILLE CHAMBER-2019 ANNUAL		01-110-54-00-5460	2,500.00
			02	MEMBERSHIP DUES		** COMMENT **	
			03	NPELRA-EMPLOYMENT LAW SEMINAR		01-110-54-00-5412	195.00
			04	REGISTRATION-WILLRETT		** COMMENT **	
			05	NPELRA MEMBERSHIP		01-110-54-00-5460	230.00
			06	DUES-WILLRETT		** COMMENT **	
			07	NIU-IL FINANCIAL FORCAST		01-110-54-00-5412	139.00
			08	FORUM REGISTRATION-WILLRETT		** COMMENT **	
			09	NPELRA-ESSENTIAL SKILLS FOR		01-110-54-00-5412	318.00
			10	SUPERVISORY SUCCESS SEMINAR		** COMMENT **	
			11	REGISTRATION-WILLRETT		** COMMENT **	
						INVOICE TOTAL:	3,382.00 *
	022519-ER.DHUSE	01/31/19	01	NAPA#214875-CAR DETAIL		52-520-56-00-5628	43.95
			02	SUPPLIES		** COMMENT **	
			03	NAPA#215015-OIL		79-790-56-00-5640	45.48
			04	NAPA#215060-OIL FILTER		79-790-56-00-5640	5.54
			05	NAPA#215063-OIL FILTER, SPARKS		79-790-56-00-5640	61.75
			06	NAPA#215188-FUEL FILTER		79-790-56-00-5640	11.55
			07	NAPA#215452-SPARK PLUGS		01-410-56-00-5628	13.44
			08	NAPA#215173-AIR FILTERS		01-410-56-00-5628	16.99
			09	NAPA#215251-FUEL CAP		01-410-56-00-5628	12.94
			10	NAPA#215250-LAMP		01-410-56-00-5628	45.20
			11	NAPA#215442-RETURNED LAMP CR		01-410-56-00-5628	-45.20
			12	NAPA#215438-LAMPS		01-410-56-00-5628	5.60
			13	NAPA#215516-V BELT		79-790-56-00-5640	9.01
			14	NAPA#215509-V BELT, HANDLE		79-790-56-00-5640	13.30
			15	NAPA#215170-SPARK PLUGS, FILTER		01-410-56-00-5628	13.14

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-ER.DHUSE	01/31/19	16	NAPA#215479-FILTERS		79-790-56-00-5640	35.01
			17	NAPA#215702-SPARK PLUG		79-790-56-00-5640	2.03
			18	NAPA#215691-SPARK PLUG, FILTERS		51-510-56-00-5628	16.14
			19	NAPA#215710-FILTERS		79-790-56-00-5640	33.48
			20	NAPA#215686-FILTERS		79-790-56-00-5640	34.65
			21	NAPA#215735-FLUSH		79-790-56-00-5640	14.98
			22	NAPA#215807-OIL		79-790-56-00-5640	61.96
			23	AMAZON-SURGE PROTECTOR		51-510-56-00-5638	120.90
			24	NAPA#215781-ANTIFREEZE, OIL,		79-790-56-00-5640	81.05
			25	SPARK PLUG, DEGREASER		** COMMENT **	
			26	NAPA#216099-SPARK PLUGS		79-790-56-00-5640	5.63
			27	NAPA#216112-FILTERS		79-790-56-00-5640	9.25
			28	NAPA#216110-SPARK PLUGS		79-790-56-00-5640	20.56
			29	NAPA#216669-HOSE, HOSE CLAMP,		79-790-56-00-5640	42.78
			30	FILTERS, SPARK PLUGS, STARTING		** COMMENT **	
			31	FLUID		** COMMENT **	
			32	NAPA#216865-BRAKE CONTROL		79-790-56-00-5640	84.70
			33	NAPA#215880-RELAY		01-410-56-00-5628	48.53
			34	NAPA#216111-HEADLIGHTS		01-410-56-00-5628	11.21
			35	NAPA#216385-BATTERY CABLE,		01-410-56-00-5628	48.58
			36	CABLE PLUG, BRUSH		** COMMENT **	
			37	NAPA#216972-LAMP		01-410-56-00-5628	32.86
			38	NAPA#216937-FILTER		79-790-56-00-5640	3.87
			39	DULTMEIER-CAST IRON PUMP		01-410-56-00-5640	928.95
						INVOICE TOTAL:	1,889.81 *
	022519-J.BAUER	01/31/19	01	IASAWA WATER/SEWER PLAN CLASS		51-510-54-00-5412	36.00
			02	REGISTRATION-BAUER		** COMMENT **	
						INVOICE TOTAL:	36.00 *
	022519-J.COLLINS	01/31/19	01	RURAL KING-FITTINGS AND PIPING		01-410-56-00-5640	41.75
						INVOICE TOTAL:	41.75 *
	022519-J.DYON	01/31/19	01	SAMS-PAPERTOWES, PLATES,		01-110-56-00-5610	58.88
			02	NAPKINS, KLEENEX		** COMMENT **	
			03	WAREHOUSE-CLIPBOARDS, STORAGE		01-120-56-00-5610	20.77
			04	WAREHOUSE-CLIPBOARDS, STORAGE		51-510-56-00-5620	31.34
			05	WAREHOUSE-CLIPBOARDS, STORAGE		52-520-56-00-5610	9.04
						INVOICE TOTAL:	120.03 *
	022519-J.ENGBERG	01/31/19	01	ADOBE MONTHLY CREATIVE CLOUD		01-220-56-00-5635	52.99
			02	LICENSE		** COMMENT **	
						INVOICE TOTAL:	52.99 *
	022519-J.GALAUNER	01/31/19	01	AMAZON-BALLOON PACK, LABELING		79-795-56-00-5606	34.50

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-J.GALAUNER	01/31/19	02	TAPE		** COMMENT **	
			03	AMAZON-CR FOR LOST ORDER		79-795-56-00-5606	-31.35
			04	DOLLAR GENERAL-BALLOONS		79-795-56-00-5606	9.12
				INVOICE TOTAL:			12.27 *
	022519-J.SLEEZER	01/31/19	01	AMAZON-HEADLIGHT LAMP KIT		01-410-56-00-5640	524.97
				INVOICE TOTAL:			524.97 *
	022519-J.WEISS	01/31/19	01	READING WAREHOUSE-BOOKS		82-820-56-00-5686	46.82
			02	READING WAREHOUSE-BOOKS		82-820-56-00-5686	33.44
				INVOICE TOTAL:			80.26 *
	022519-K.BARKSDALE	01/31/19	01	KONE-JAN 2019 ELEVATOR		23-216-54-00-5446	150.15
			02	MAINTENANCE		** COMMENT **	
			03	NOTARY STAMP-WEINERT		01-220-54-00-5462	20.85
			04	AMAZON-IPHONE CASE		01-220-56-00-5620	17.99
			05	WAREHOUSE DIRECT-BATTERIES		01-220-56-00-5610	41.72
			06	WAREHOUSE DIRECT-DATE STAMP		01-220-56-00-5610	68.21
				INVOICE TOTAL:			298.92 *
	022519-M.SENG	01/31/19	01	RURAL KING-COUPPING, HOSE BARB		01-410-56-00-5640	121.87
				INVOICE TOTAL:			121.87 *
	022519-N.DECKER	01/31/19	01	ACCURINT-DEC 2018 SEARCHES		01-210-54-00-5462	212.75
			02	TYLER CONNECT 04/07-04/10		01-210-54-00-5412	950.00
			03	CONFERENCE REGISTRATION-DECKER		** COMMENT **	
			04	TYLER CONNECT 04/07-04/10		01-210-54-00-5412	950.00
			05	CONFERENCE		** COMMENT **	
			06	REGISTRATION-RASMUSSEN		** COMMENT **	
			07	MINER ELECT#267179-INSTALLED		01-210-54-00-5495	1,330.00
			08	ANTENNAS		** COMMENT **	
			09	SHREDIT-NOV 2018 ON SITE		01-210-54-00-5462	179.82
			10	SHREDDING		** COMMENT **	
			11	COMCAST-11/29-01/14 SERVICE		01-640-54-00-5449	1,756.52
			12	BLUE PEAK LOGIC-SKILLS MANAGER		01-210-54-00-5460	470.00
			13	SOFTWARE SUBSCRIPTION		** COMMENT **	
			14	AMAZON-HIKING SHOES-HAYES		01-210-56-00-5600	84.02
			15	NAPA#215878-WIPER BLADES		01-210-54-00-5495	24.80
			16	DFS-EVIDENCE LABELS		01-210-56-00-5620	154.27
			17	TYLER CONNECT 04/07-04/10		01-210-54-00-5415	617.92
			18	CONFERENCE AIRFAIR-DECKER &		** COMMENT **	
			19	RASMUSSEN		** COMMENT **	
			20	AMAZON-FILE BINS		01-210-56-00-5620	66.56
			21	AMAZON-HIKING SHOES-HART		01-210-56-00-5600	81.82
			22	SHREDIT-DEC 2018 ONSITE		01-210-54-00-5462	179.05

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-N.DECKER	01/31/19	23	SHREDDING		** COMMENT **	
			24	AT&T-12/25-01/24 SERVICE		01-210-54-00-5440	185.48
			25	DFS-EVIDENCE LABELS		01-210-56-00-5620	138.30
			26	COMCAST-01/08-02/07 CABLE		01-210-54-00-5440	4.20
			27	FBI-LEEDA-SLI TRAINING-HUNTER		01-210-54-00-5412	695.00
			28	FBI-LEEDA-SLI		01-210-54-00-5412	695.00
			29	TRAINING-PFIZENMAIER		** COMMENT **	
						INVOICE TOTAL:	8,775.51 *
	022519-P.RATOS	01/31/19	01	CREDIT FOR SWANSON HEALTH		01-000-24-00-2440	-18.13
			02	DISPUTED CHARGES		** COMMENT **	
						INVOICE TOTAL:	-18.13 *
	022519-PICKERING	01/31/19	01	YORKVILLE POST-CERTIFIED		01-110-54-00-5462	39.15
			02	MAILING OF ELECTORAL BOARD		** COMMENT **	
			03	NOTICES		** COMMENT **	
			04	OFFICE DEPO-STORAGE BOXES,		01-110-56-00-5610	101.27
			05	CERTIFICATE COVERS, NOTARIAL		** COMMENT **	
			06	SEALS		** COMMENT **	
						INVOICE TOTAL:	140.42 *
	022519-R.FREDRICKSON	02/01/19	01	COMCAST-12/10/18-01/09/19		82-820-54-00-5440	416.35
			02	INTERNET		** COMMENT **	
			03	COMCAST-01/10/18-02/09/19		82-820-54-00-5440	416.22
			04	INTERNET		** COMMENT **	
			05	COMCAST-12/12/18-01/11/19		01-110-54-00-5440	21.04
			06	CABLE		** COMMENT **	
			07	IGFOA-INTERPRETING FINANCIAL		01-120-54-00-5412	30.00
			08	STATEMENTS AND USING BUDGETS		** COMMENT **	
			09	WEBINAR-FREDRICKSON		** COMMENT **	
			10	IGFOA-PLANNING & RESPONDING		01-120-54-00-5412	35.00
			11	TO ACTIVE SHOOTER/VIOLENT		** COMMENT **	
			12	INCIDENTS SEMINAR-FREDRICKSON		** COMMENT **	
			13	IGFOA-GOVERNMENT		01-120-54-00-5412	75.00
			14	ACCOUNTABILITY & TRANSPARENCY		** COMMENT **	
			15	ACT SEMINAR-FREDRICKSON		** COMMENT **	
			16	NEWTEK-01/11-02/11 WEB UBKEEP		01-640-54-00-5450	16.59
			17	COMCAST-12/13-01/12 610 TOWER		51-510-56-00-5620	104.85
			18	PLANT INTERNET		** COMMENT **	
			26	COMCAST-12/23-01/22 PHONE &		79-790-54-00-5440	117.69
			27	CABLE		** COMMENT **	
			28	COMCAST-12/23-01/22 INTERNET		01-110-54-00-5440	79.65
			29	COMCAST-12/23-01/22 INTERNET		01-220-54-00-5440	79.65
			30	COMCAST-12/23-01/22 INTERNET		01-120-54-00-5440	53.10
			31	COMCAST-12/23-01/22 INTERNET		79-790-54-00-5440	73.02

DATE: 02/19/19
 TIME: 12:15:24
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-R.FREDRICKSON	02/01/19	32	COMCAST-12/23-01/22 INTERNET		79-795-54-00-5440	73.02
			33	COMCAST-12/23-01/22 INTERNET		52-520-54-00-5440	39.83
			34	COMCAST-12/23-01/22 INTERNET		01-410-54-00-5440	66.38
			35	COMCAST-12/23-01/22 INTERNET		51-510-54-00-5440	66.38
			36	COMCAST-12/23-01/22 INTERNET		01-210-54-00-5440	345.17
				INVOICE TOTAL:			2,108.94 *
	022519-R.HARMON	01/31/19	01	JET.COM-PRESCHOOL SNACKS		79-795-56-00-5606	102.99
			02	FAME-ANNUAL PROFESSIONAL		79-795-54-00-5412	499.00
			03	DEVELOPMENT SUBSCRIPTION FOR		** COMMENT **	
			04	PRESCHOOL TRAINING-HARMON		** COMMENT **	
			05	DOLLAR TREE-BLEACH, SPONGES,		79-795-56-00-5606	13.00
			06	STORAGE BAGS, VALENTINE RINGS		** COMMENT **	
			07	WALMART-PRESCHOOL SNACKS		79-795-56-00-5606	9.59
			08	AMAZON-RESCUE BOTS, TOY		79-795-56-00-5606	24.08
			09	AIRPLANE		** COMMENT **	
			10	LAKESHORE-PUZZLES, ACTIVITY BO		79-795-56-00-5606	140.97
			11	JACKSON-HIRSCH-LAMINATING		79-795-56-00-5606	59.65
			12	SHEETS		** COMMENT **	
			13	WALMART-INDEX CARDSTOCK		79-795-56-00-5606	37.92
			14	AMAZON-TAPE, NAPKINS		79-795-56-00-5606	37.74
			15	AMAZON-PAPER BAGS, BINDER		79-795-56-00-5606	47.53
			16	CLIPS, DRY ERASE POCKETS		** COMMENT **	
			17	MICHAELS-PRESCHOOL CRAFT		79-795-56-00-5606	67.90
			18	SUPPLIES		** COMMENT **	
			19	HOBBY LOBBY-PRESCHOOL CRAFT		79-795-56-00-5606	86.02
			20	SUPPLIES		** COMMENT **	
			21	WALGREENS-PHOTO DEVELOPING		79-795-56-00-5606	72.10
				INVOICE TOTAL:			1,198.49 *
	022519-R.HORNER	01/31/19	01	RURAL KING-OIL, GREASE, CHAIN		79-790-56-00-5640	113.73
			02	LOOPS		** COMMENT **	
				INVOICE TOTAL:			113.73 *
	022519-R.MIKOLASEK	01/31/19	01	GALLS-HOLSTERS FOR NEW HIRES,		01-210-56-00-5600	1,106.28
			02	PANTS, BELT & BOOTS FOR		** COMMENT **	
			03	JOHNSON, BOOTS FOR KETCHMARK,		** COMMENT **	
			04	BOOTS FOR CHIEF HART		** COMMENT **	
			05	GALLS-DOUBLE MAG POUCHES		01-210-56-00-5600	108.58
			06	RURAL KING-TARGETS, AMMO		01-210-56-00-5696	30.82
				INVOICE TOTAL:			1,245.68 *
	022519-R.WRIGHT	01/31/19	01	PHYSICIANS CARE-DRUG SCREENS		01-410-54-00-5462	38.00
			02	PHYSICIANS CARE-DRUG SCREENS		52-520-54-00-5462	38.00
			03	PHYSICIANS CARE-DRUG SCREENS		79-795-54-00-5462	418.00

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-R.WRIGHT	01/31/19	04	PHYSICIANS CARE-PRE		01-210-54-00-5411	448.00
			05	EMPLOYMENT EXAM FOR 1 PERSON		** COMMENT **	
			06	PHYSICIANS CARE-PRE		01-210-54-00-5411	1,368.00
			07	EMPLOYMENT EXAM FOR 3 PEOPLE		** COMMENT **	
				INVOICE TOTAL:			2,310.00 *
	022519-S.IWANSKI	01/31/19	01	YORKVILLE POST-POSTAGE		82-820-54-00-5452	16.37
				INVOICE TOTAL:			16.37 *
	022519-S.REDMON	01/31/19	01	AT&T UVERSE-12/24-01/23 TOWN		79-795-54-00-5440	55.39
			02	SQUARE SIGN INTERNET		** COMMENT **	
			03	SMITHEREEN-DEC 2018 PEST		79-795-54-00-5495	67.00
			04	CONTROL		** COMMENT **	
			05	NRPA CPR RENEWAL FEE		79-795-54-00-5460	60.00
			06	ARAMARK#1591689062-MATTS		79-790-56-00-5620	15.00
			07	ARAMARK#1591680801-MATTS		79-790-56-00-5620	15.00
			08	ARAMARK#1591672675-MATTS		79-790-56-00-5620	15.00
			09	SHAW MEDIA-BASEBALL LEAGUE AD		79-795-54-00-5426	795.00
			10	SOURCE ONE-ENVELOPES, BINDER		79-795-56-00-5610	149.12
			11	CLIPS, MAERKERS, PENS, TAPE,		** COMMENT **	
			12	LABELS		** COMMENT **	
			13	SMITHEREEN-JAN 2019 PEST		79-790-56-00-5620	88.00
			14	CONTROL		** COMMENT **	
			15	YORKVILLE BOWL-STRIKES OF FUN		79-795-56-00-5606	662.50
			16	BOWLING FEES		** COMMENT **	
			17	AMAZON-PIANO LESSON BOOKS		79-795-56-00-5606	73.43
				INVOICE TOTAL:			1,995.44 *
	022519-S.REMUS	01/31/19	01	JEWEL-CARPET CLEANING MACHINE		79-795-56-00-5640	48.69
			02	USE		** COMMENT **	
			03	BLACKBERRY OAKS GOLF OUTING		79-795-56-00-5606	500.00
			04	DEPOSIT		** COMMENT **	
			05	IPRA CONFERENCE PARKING		79-795-54-00-5415	30.00
				INVOICE TOTAL:			578.69 *
	022519-T.HOULE	01/31/19	01	EXHAUST WORKS-MUFFLER REPAIR		79-790-54-00-5495	504.22
				INVOICE TOTAL:			504.22 *
	022519-T.KLINGEL	01/31/19	01	DAVE AUTO#26839-REPLACE		01-210-54-00-5495	505.00
			02	EXHAUST SYSTEM		** COMMENT **	
			03	YORKVILLE POST-POSTAGE FOR		01-210-54-00-5452	24.70
			04	NEW HIRES		** COMMENT **	
			05	DAVE AUTO#26845-OIL CHANGE,		01-210-54-00-5495	115.00
			06	WIPER BLADES		** COMMENT **	
			07	DAVE AUTO#26854-OIL CHANGE		01-210-54-00-5495	75.00

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900069	FNBO	FIRST NATIONAL BANK OMAHA			02/25/19		
	022519-T.KLINGEL	01/31/19	08	DAVE AUTO#26853-OIL CHANGE		01-210-54-00-5495	75.00
			09	ILACP-ANNUAL DUES-HART		01-210-54-00-5460	95.00
			10	FBINAA ANNUAL DUES-HART		01-210-54-00-5460	115.00
			11	DAVE AUTO#26880-OIL CHANGE		01-210-54-00-5495	80.00
			12	DAVE AUTO#26895-MOUNT &		01-210-54-00-5495	140.00
			13	BALANCE TIRES		** COMMENT **	
			14	DAVE AUTO#26927-OIL CHANGE		01-210-54-00-5495	95.00
			15	DAVE AUTO#26926-OIL CHNAGE,		01-210-54-00-5495	220.00
			16	REPLACE HEADLIGHTS		** COMMENT **	
				INVOICE TOTAL:			1,539.70 *
	022519-T.NELSON	01/31/19	01	PIT STOP PORT-O-LET UPKEEP		79-795-56-00-5620	444.00
			02	PIT STOP PORT-O-LET UPKEEP CR		79-795-56-00-5620	-234.29
			03	MINUTE KEY-KEYS		79-795-56-00-5606	2.00
			04	PALOS SPORTS-SCRIMMAGE VESTS		79-795-56-00-5606	33.70
			05	ARCHERY PLACE-JAN 2019		79-795-54-00-5462	40.00
			06	ARCHERY CLASS INSTRUCTION		** COMMENT **	
				INVOICE TOTAL:			285.41 *
	022519-T.SOELKE	01/31/19	01	RANDALL PRESSURE SYSTEMS-HOSE		01-410-56-00-5640	265.09
			02	RURAL KING-CHAIN SAW CHAINS		01-410-56-00-5630	247.58
			03	RURAL KING-BRINE SYSTEM PARTS		01-410-56-00-5640	135.67
			04	RURAL KING-BRINE SYSTEM PARTS		01-410-56-00-5640	54.05
			05	SAMS-NORTHFACE SWEATSHIRT		52-520-56-00-5600	63.85
			06	TRIANING MEAL CARD		52-520-54-00-5415	20.00
				INVOICE TOTAL:			786.24 *
	022519-UCOY	01/31/19	01	ADVANCED DISPOSAL-DEC 2018		01-540-54-00-5442	99,043.78
			02	REFUSE SERVICE		** COMMENT **	
			03	ADVANCED DISPOSAL-DEC 2018		01-540-54-00-5441	2,745.01
			04	SENIOR REFUSE SERVICE		** COMMENT **	
				INVOICE TOTAL:			101,788.79 *
				CHECK TOTAL:			138,019.92
				TOTAL AMOUNT PAID:			138,019.92

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529206	ADVDR00F	ADVANCED ROOFING INC.					
	021219	02/12/19	01	REC CENTER ROOF REPAIR	88-880-60-00-6000		2,381.00
						INVOICE TOTAL:	2,381.00 *
					CHECK TOTAL:		2,381.00
529207	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0863771-IN	01/21/19	01	LAMP	01-410-56-00-5642		89.64
						INVOICE TOTAL:	89.64 *
	0865871-IN	01/25/19	01	BATTERY	01-410-56-00-5642		39.00
						INVOICE TOTAL:	39.00 *
	0865875-IN	01/25/19	01	12V BATTERIES	52-520-56-00-5613		132.60
			02	12V BATTERY	01-410-56-00-5628		37.05
						INVOICE TOTAL:	169.65 *
					CHECK TOTAL:		298.29
D001152	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	MAR 2019	02/01/19	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		634.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR THE MONTH OF	** COMMENT **		
			04	MAR 2019	** COMMENT **		
						INVOICE TOTAL:	634.00 *
					DIRECT DEPOSIT TOTAL:		634.00
529208	ARNESON	ARNESON OIL COMPANY					
	240974	01/14/19	01	JAN 2019 GASOLINE	79-790-56-00-5695		759.49
						INVOICE TOTAL:	759.49 *
					CHECK TOTAL:		759.49

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529209	ARNESON	ARNESON OIL COMPANY						
	242742	01/31/19	01	JAN 2019 DIESEL FUEL	01-410-56-00-5695		428.59	
			02	JAN 2019 DIESEL FUEL	51-510-56-00-5695		428.59	
			03	JAN 2019 DIESEL FUEL	52-520-56-00-5695		428.59	
				INVOICE TOTAL:			1,285.77 *	
	242858	01/31/19	01	JAN 2019 DIESEL FUEL	01-410-56-00-5695		346.08	
			02	JAN 2019 DIESEL FUEL	51-510-56-00-5695		346.07	
			03	JAN 2019 DIESEL FUEL	52-520-56-00-5695		346.07	
				INVOICE TOTAL:			1,038.22 *	
	242871	01/31/19	01	JAN 2019 DIESEL FUEL	01-410-56-00-5695		583.89	
			02	JAN 2019 DIESEL FUEL	51-510-56-00-5695		583.89	
			03	JAN 2019 DIESEL FUEL	52-520-56-00-5695		583.88	
				INVOICE TOTAL:			1,751.66 *	
				CHECK TOTAL:			4,075.65	
529210	ASOCTECH	ASSOCIATED TECHNICAL SERVICES						
	31023	01/31/19	01	EMERGENCY LEAK LOCATION	51-510-54-00-5462		833.00	
			02	SERVICES AT 104 W COUNTRYSIDE	** COMMENT **			
				INVOICE TOTAL:			833.00 *	
				CHECK TOTAL:			833.00	
529211	ATLAS	ATLAS BOBCAT						
	BV8859	02/04/19	01	LOWER BOBTACH KIT, SCREWS	01-410-56-00-5628		30.78	
				INVOICE TOTAL:			30.78 *	
				CHECK TOTAL:			30.78	
529212	BAUMANNJ	JAMES BAUMANN						
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		125.00	
				INVOICE TOTAL:			125.00 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529212	BAUMANNJ	JAMES BAUMANN					
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
	020919-2	02/09/19	01	REFEREE	79-795-54-00-5462		50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		275.00
529213	BCBS	BLUE CROSS BLUE SHIELD					
	020519	02/05/19	01	MAR 2019 HEALTH INS	01-110-52-00-5216		9,205.97
			02	MAR 2019 HEALTH INS	01-120-52-00-5216		4,177.12
			03	MAR 2019 HEALTH INS	01-210-52-00-5216		56,608.80
			04	MAR 2019 HEALTH INS	01-220-52-00-5216		6,248.93
			05	MAR 2019 HEALTH INS	01-410-52-00-5216		10,267.15
			06	MAR 2019 HEALTH INS	01-640-52-00-5240		8,888.04
			07	MAR 2019 HEALTH INS	79-790-52-00-5216		11,770.20
			08	MAR 2019 HEALTH INS	79-795-52-00-5216		7,326.64
			09	MAR 2019 HEALTH INS	51-510-52-00-5216		7,626.46
			10	MAR 2019 HEALTH INS	52-520-52-00-5216		2,545.65
			11	MAR 2019 HEALTH INS	82-820-52-00-5216		5,531.64
			12	MAR 2019 DENTAL INS	01-110-52-00-5223		654.41
			13	MAR 2019 DENTAL INS-EO	01-110-52-00-5223		144.23
			14	MAR 2019 DENTAL INS	01-120-52-00-5223		432.69
			15	MAR 2019 DENTAL INS	01-210-52-00-5223		3,910.32
			16	MAR 2019 DENTAL INS	01-220-52-00-5223		550.26
			17	MAR 2019 DENTAL INS	01-410-52-00-5223		613.57
			18	MAR 2019 DENTAL INS	01-640-52-00-5241		948.67
			19	MAR 2019 DENTAL INS	79-790-52-00-5223		798.64
			20	MAR 2019 DENTAL INS	79-795-52-00-5223		544.88
			21	MAR 2019 DENTAL INS	51-510-52-00-5223		563.18
			22	MAR 2019 DENTAL INS	52-520-52-00-5223		319.74
			23	MAR 2019 DENTAL INS	82-820-52-00-5223		582.29
						INVOICE TOTAL:	140,259.48 *
					CHECK TOTAL:		140,259.48

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529214	BFCONSTR	B&F CONSTRUCTION CODE SERVICES						
	11016	02/05/19	01	JAN 2019 INSPECTIONS	01-220-54-00-5459		3,800.00	
						INVOICE TOTAL:	3,800.00 *	
					CHECK TOTAL:		3,800.00	
529215	BKFD	BRISTOL KENDALL FIRE DEPART.						
	013119-DEV	02/07/19	01	NOV 2018-JAN 2019 DEVELOPMENT	95-000-24-00-2452		21,450.00	
			02	FEES	** COMMENT **			
						INVOICE TOTAL:	21,450.00 *	
					CHECK TOTAL:		21,450.00	
529216	BLACKBUM	MIKE BLACKBURN						
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		100.00	
						INVOICE TOTAL:	100.00 *	
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		100.00	
						INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		200.00	
529217	BOOKB	BRENDA BOOK						
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:	75.00 *	
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:	75.00 *	
					CHECK TOTAL:		150.00	
529218	BURKM	MOLLY K BURKE						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529218	BURKM	MOLLY K BURKE					
	1198	12/18/18	01	SIGN LANGUAGE INTERPRETER	01-210-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
529219	CALLONE	UNITED COMMUNICATION SYSTEMS					
	12112421130059-0219	02/14/19	01	JAN 2019 ADMIN LINES	01-110-54-00-5440		415.75
			02	JAN 2019 CITY HALL NORTEL	01-110-54-00-5440		160.94
			03	JAN 2019 CITY HALL NORTEL	01-210-54-00-5440		160.94
			04	JAN 2019 CITY HALL NORTEL	51-510-54-00-5440		160.94
			05	JAN 2019 POLICE LINES	01-210-54-00-5440		1,196.92
			06	JAN 2019 CITY HALL FIRE	01-210-54-00-5440		293.91
			07	JAN 2019 CITY HALL FIRE	01-110-54-00-5440		293.91
			08	JAN 2019 PW LINES	51-510-54-00-5440		2,006.32
			09	JAN 2019 SEWER LINES	52-520-54-00-5440		496.21
			10	JAN 2019 TRAFFIC SIGNAL	01-410-54-00-5435		54.65
			11	MAINTENANCE	** COMMENT **		
			12	JAN 2019 PARKS LINES	79-790-54-00-5440		57.11
			13	JAN 2019 RECREATION LINES	79-795-54-00-5440		289.52
						INVOICE TOTAL:	5,587.12 *
					CHECK TOTAL:		5,587.12
529220	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	40419	02/06/19	01	GARBAGE BAGS, AIR FRESHNER	01-110-56-00-5610		191.76
						INVOICE TOTAL:	191.76 *
					CHECK TOTAL:		191.76
529221	CINTASFP	CINTAS CORPORATION FIRE 636525					
	OF94033111	01/28/19	01	01/01-03/31 QUARTERLY SYSTEM	51-510-54-00-5445		223.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529221	CINTASFP	CINTAS CORPORATION FIRE 636525					
	OF94033111	01/28/19	02	MONITORING AT 3299 LEHMAN	** COMMENT **		
			03	CROSSING	** COMMENT **		
					INVOICE TOTAL:		223.00 *
	OF94033119	01/28/19	01	01/01-03/31 QUARTERLY SYSTEM	51-510-54-00-5445		223.00
			02	MONITORING AT 2244 TREMONT	** COMMENT **		
					INVOICE TOTAL:		223.00 *
	OF94033348	01/28/19	01	01/01-03/31 QUARTERLY SYSTEM	51-510-54-00-5445		223.00
			02	MONITORING AT 610 TOWER LN	** COMMENT **		
					INVOICE TOTAL:		223.00 *
					CHECK TOTAL:		669.00
529222	COMED	COMMONWEALTH EDISON					
	0185079109-0119	01/30/19	01	12/28-01/30 420 FAIRHAVEN	52-520-54-00-5480		154.05
					INVOICE TOTAL:		154.05 *
	0435113116-0119	02/04/19	01	01/02-02/01 RT34 & BEECHER	15-155-54-00-5482		95.08
					INVOICE TOTAL:		95.08 *
	0908014004-0119	01/31/19	01	12/31-01/31 6780 RT47	51-510-54-00-5480		154.85
					INVOICE TOTAL:		154.85 *
	0966038077-0119	01/29/19	01	12/27-01/29 456 KENNEDY RD	01-410-54-00-5482		13.04
			02	12/27-01/29 456 KENNEDY RD	15-155-54-00-5482		236.17
					INVOICE TOTAL:		249.21 *
	1183088101-0119	01/28/19	01	12/26-01/28 1107 PRAIRIE LIFT	52-520-54-00-5480		144.73
					INVOICE TOTAL:		144.73 *
	1251108256-0119	01/29/19	01	12/27-01/29 301 E HYDRAULIC	79-795-54-00-5480		78.37
					INVOICE TOTAL:		78.37 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529222	COMED	COMMONWEALTH EDISON						
	1407125045-0119	02/01/19	01	01/02-02/01 FOXHILL 7 LIFT	52-520-54-00-5480		133.16	
						INVOICE TOTAL:	133.16 *	
	1647065335-0119	01/31/19	01	12/31-01/31 SARAVANOS PUMP	51-510-54-00-5480		206.24	
						INVOICE TOTAL:	206.24 *	
	1718099052-0119	01/28/19	01	12/26-01/28 872 PRAIRIE CR	52-520-54-00-5480		97.35	
						INVOICE TOTAL:	97.35 *	
	2019099044-0119	02/06/19	01	12/11-01/14 BRIDGE WATER TANK	51-510-54-00-5480		43.35	
						INVOICE TOTAL:	43.35 *	
	2668047007-0119	01/28/19	01	12/26-01/28 1908 RAINTREE	51-510-54-00-5480		254.23	
						INVOICE TOTAL:	254.23 *	
	2947052031-0119	01/30/19	01	12/28-01/30 RT47 & RIVER	15-155-54-00-5482		432.48	
						INVOICE TOTAL:	432.48 *	
	2961017043-0119	01/29/19	01	12/27-01/29 PRESTWICK LIFT	52-520-54-00-5480		137.55	
						INVOICE TOTAL:	137.55 *	
	3119142025-0119	01/29/19	01	12/27-01/29 VAN EMMON LOT	01-410-54-00-5482		23.88	
						INVOICE TOTAL:	23.88 *	
	4085080033-0119	01/29/19	01	12/27-01/29 1991 CANNONBALL	51-510-54-00-5480		395.59	
						INVOICE TOTAL:	395.59 *	
	4449087016-0119	02/06/19	01	12/27-01/30 MISC LIFT STATIONS	51-510-54-00-5480		1,807.96	
						INVOICE TOTAL:	1,807.96 *	
	4475093053-0119	01/30/19	01	12/28-01/30 610 TOWER	51-510-54-00-5480		368.76	
						INVOICE TOTAL:	368.76 *	
	6819027011-0119	02/05/19	01	12/27-01/30 PR BUILDINGS	79-795-54-00-5480		499.21	
						INVOICE TOTAL:	499.21 *	

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|-------------------------------|-----------------------------------|---------------------------|-----------------------------|
| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529222	COMED	COMMONWEALTH EDISON					
	7090039005-0119	02/11/19	01	01/10-02/11 CANNONBALL & RT34	15-155-54-00-5482		18.99
			02	01/10-02/11 CANNONBALL & RT34	01-410-54-00-5482		0.90
						INVOICE TOTAL:	19.89 *
	7110074020-0119	01/29/19	01	12/27-01/29 104 E VAN EMMON	01-110-54-00-5480		443.12
						INVOICE TOTAL:	443.12 *
	7982120022-0119	01/30/19	01	12/28-01/30 609 N BRIDGE	01-110-54-00-5480		46.95
						INVOICE TOTAL:	46.95 *
						CHECK TOTAL:	5,786.01
529223	CONSTELL	CONSTELLATION NEW ENERGY					
	14182490001	01/31/19	01	12/28-01/30 COUNTRYSIDE PKWY	01-410-54-00-5482		17.45
			02	12/28-01/30 COUNTRYSIDE PKWY	15-155-54-00-5482		174.11
						INVOICE TOTAL:	191.56 *
						CHECK TOTAL:	191.56
529224	COREMAIN	CORE & MAIN LP					
	J073239	01/28/19	01	24 100CF METERS	51-510-56-00-5664		9,662.00
						INVOICE TOTAL:	9,662.00 *
						CHECK TOTAL:	9,662.00
529225	DEARNATI	DEARBORN NATIONAL LIFE					
	020819	02/08/19	01	MAR 2019 VISION INS	01-110-52-00-5224		94.15
			02	MAR 2019 VISION INS	01-120-52-00-5224		58.95
			03	MAR 2019 VISION INS	01-210-52-00-5224		551.09
			04	MAR 2019 VISION INS	01-220-52-00-5224		84.05
			05	MAR 2019 VISION INS	01-410-52-00-5224		88.79

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529225	DEARNATI	DEARBORN NATIONAL LIFE					
	020819	02/08/19	06	MAR 2019 VISION INS	01-640-52-00-5242		153.91
			07	MAR 2019 VISION INS	79-790-52-00-5224		114.48
			08	MAR 2019 VISION INS	79-795-52-00-5224		78.99
			09	MAR 2019 VISION INS	51-510-52-00-5224		82.51
			10	MAR 2019 VISION INS	52-520-52-00-5224		43.75
			11	MAR 2019 VISION INS	82-820-52-00-5224		84.33
						INVOICE TOTAL:	1,435.00 *
						CHECK TOTAL:	1,435.00
529226	DELAGE	DLL FINANCIAL SERVICES INC					
	62476366	02/09/19	01	FEB 2019 COPIER LEASE	01-110-54-00-5485		113.46
			02	FEB 2019 COPIER LEASE	01-120-54-00-5485		75.64
			03	FEB 2019 COPIER LEASE	01-220-54-00-5485		189.10
			04	FEB 2019 COPIER LEASE	01-210-54-00-5485		299.10
			05	FEB 2019 COPIER LEASE	01-410-54-00-5485		44.67
			06	FEB 2019 COPIER LEASE	51-510-54-00-5485		44.67
			07	FEB 2019 COPIER LEASE	52-520-54-00-5485		44.67
			08	FEB 2019 COPIER LEASE	79-790-54-00-5485		94.54
			09	FEB 2019 COPIER LEASE	79-795-54-00-5485		94.55
						INVOICE TOTAL:	1,000.40 *
						CHECK TOTAL:	1,000.40
529227	DOOLEYR	RICHARD DOOLY					
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
529228	DYNEGY	DYNEGY ENERGY SERVICES					
	266978919011	02/04/19	01	12/27-01/31 2921 BRISTOL RIDGE	51-510-54-00-5480		2,441.64
						INVOICE TOTAL:	2,441.64 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529228	DYNEGY	DYNEGY ENERGY SERVICES						
	266979119011	02/04/19	01	12/27-01/28 2224 TREMONT	51-510-54-00-5480		5,585.62	
						INVOICE TOTAL:	5,585.62 *	
	266979219021	02/05/19	01	12/28-01/29 610 TOWER LN	51-510-54-00-5480		7,310.02	
						INVOICE TOTAL:	7,310.02 *	
					CHECK TOTAL:		15,337.28	
529229	ECO	ECO CLEAN MAINTENANCE INC						
	7633	01/31/19	01	JAN 2019 OFFICE CLEANING	01-110-54-00-5488		1,005.00	
			02	JAN 2019 OFFICE CLEANING	01-210-54-00-5488		1,005.00	
			03	JAN 2019 OFFICE CLEANING	79-795-54-00-5488		525.00	
			04	JAN 2019 OFFICE CLEANING	79-790-54-00-5488		135.00	
			05	JAN 2019 OFFICE CLEANING	01-410-54-00-5488		65.00	
			06	JAN 2019 OFFICE CLEANING	51-510-54-00-5488		65.00	
			07	JAN 2019 OFFICE CLEANING	52-520-54-00-5488		65.00	
						INVOICE TOTAL:	2,865.00 *	
					CHECK TOTAL:		2,865.00	
529230	EEI	ENGINEERING ENTERPRISES, INC.						
	65872	01/29/19	01	RT71 IMPROVEMENTS	01-640-54-00-5465		1,926.25	
						INVOICE TOTAL:	1,926.25 *	
	65873	01/29/19	01	WINDETT RIDGE	01-640-54-00-5465		1,943.00	
						INVOICE TOTAL:	1,943.00 *	
	65874	01/29/19	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		1,284.00	
						INVOICE TOTAL:	1,284.00 *	
	65875	01/29/19	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		3,388.25	
						INVOICE TOTAL:	3,388.25 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529230	EEI	ENGINEERING ENTERPRISES, INC.						
	65876	01/29/19	01	PRESTWICK	01-640-54-00-5465		582.75	
						INVOICE TOTAL:	582.75 *	
	65877	01/29/19	01	YORKVILLE CHRISTIAN SCHOOL	90-055-55-00-0111		17.50	
						INVOICE TOTAL:	17.50 *	
					CHECK TOTAL:		9,141.75	
529231	EEI	ENGINEERING ENTERPRISES, INC.						
	65878	01/29/19	01	RIVERFRONT PARK IMPROVEMENTS	72-720-60-00-6010		2,628.50	
						INVOICE TOTAL:	2,628.50 *	
					CHECK TOTAL:		2,628.50	
529232	EEI	ENGINEERING ENTERPRISES, INC.						
	65879	01/29/19	01	US RT34 IMPROVEMENTS	01-640-54-00-5465		197.00	
						INVOICE TOTAL:	197.00 *	
	65880	01/29/19	01	YBSD COORDINATION - SANITARY	01-640-54-00-5465		521.50	
			02	SEWER REPAIRS	** COMMENT **			
						INVOICE TOTAL:	521.50 *	
	65881	01/29/19	01	METRONET	90-132-00-00-0111		1,850.25	
						INVOICE TOTAL:	1,850.25 *	
	65882	01/29/19	01	DOWNTOWN REVITALIZATION	01-640-54-00-5465		812.75	
						INVOICE TOTAL:	812.75 *	
	65883	01/29/19	01	GRANDE RESERVE - UNIT 2	01-640-54-00-5465		37.25	
						INVOICE TOTAL:	37.25 *	
	65884	01/29/19	01	GRANDE RESERVE - UNIT 5	01-640-54-00-5465		37.25	
						INVOICE TOTAL:	37.25 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529232	EEI	ENGINEERING ENTERPRISES, INC.						
	65885	01/29/19	01	BLACKBERRY WOODS - PHASE B	01-640-54-00-5465		848.50	
						INVOICE TOTAL:	848.50 *	
	65886	01/29/19	01	CEDARHURST LIVING SITE	90-101-00-00-0111		37.25	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	37.25 *	
	65887	01/29/19	01	SUB-REGIONAL WATER	51-510-54-00-5465		1,839.75	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,839.75 *	
					CHECK TOTAL:		6,181.50	
529233	EEI	ENGINEERING ENTERPRISES, INC.						
	65888	01/29/19	01	WHISPERING MEADOWS 1,2 & 4	23-230-60-00-6034		65.25	
			02	COMPLETION OF IMPROVEMENTS	** COMMENT **			
			03	WHISPERING MEADOWS 1,2 & 4	51-510-60-00-6034		2.90	
			04	COMPLETION OF IMPROVEMENTS	** COMMENT **			
			05	WHISPERING MEADOWS 1,2 & 4	52-520-60-00-6034		4.35	
			06	COMPLETION OF IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	72.50 *	
					CHECK TOTAL:		72.50	
529234	EEI	ENGINEERING ENTERPRISES, INC.						
	65889	01/29/19	01	MILL ROAD RECONSTRUCTION	90-126-00-00-0111		42,545.50	
						INVOICE TOTAL:	42,545.50 *	
	65890	01/29/19	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		2,794.50	
						INVOICE TOTAL:	2,794.50 *	
	65891	01/29/19	01	GRANDE RESERVE - UNIT 8	01-640-54-00-5465		1,323.85	
						INVOICE TOTAL:	1,323.85 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529234	EEI	ENGINEERING ENTERPRISES, INC.						
	65892	01/29/19	01	TIMBER GLENN SUBDIVISION	90-114-00-00-0111		468.00	
						INVOICE TOTAL:	468.00 *	
	65893	01/29/19	01	2018 ROAD PROGRAM	23-230-60-00-6025		353.00	
						INVOICE TOTAL:	353.00 *	
	65894	01/29/19	01	EAST ORANGE STREET WATER	51-510-60-00-6025		1,085.00	
			02	MAIN REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:	1,085.00 *	
	65895	01/29/19	01	INDUSTRIAL/MANUFACTURING	01-640-54-00-5465		973.00	
			02	INITIATIVE	** COMMENT **			
						INVOICE TOTAL:	973.00 *	
	65896	01/29/19	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,097.19	
						INVOICE TOTAL:	2,097.19 *	
	65897	01/29/19	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	65899	01/29/19	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		3,207.00	
						INVOICE TOTAL:	3,207.00 *	
	65900	01/29/19	01	ALDI EXPANSION	90-115-00-00-0111		82.00	
						INVOICE TOTAL:	82.00 *	
	65901	01/29/19	01	FOX HIGHLANDS WATER MAIN	51-510-60-00-6066		1,512.25	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	1,512.25 *	
	65902	01/29/19	01	RESTORE CHURCH	90-121-00-00-0111		323.75	
						INVOICE TOTAL:	323.75 *	
	65903	01/29/19	01	LOT 7 - BURGER KING	90-124-00-00-0111		1,252.50	
						INVOICE TOTAL:	1,252.50 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529234	EEI	ENGINEERING ENTERPRISES, INC.						
	65904	01/29/19	01	171 SARAVANOS SITE IMPROVEMENT	90-133-00-00-0111		35.00	
						INVOICE TOTAL:	35.00 *	
					CHECK TOTAL:		59,952.54	
529235	EEI	ENGINEERING ENTERPRISES, INC.						
	65905	01/29/19	01	RAINTREE VILLAGE-UNITS 4,5 & 6	01-640-54-00-5465		346.00	
						INVOICE TOTAL:	346.00 *	
					CHECK TOTAL:		346.00	
529236	EEI	ENGINEERING ENTERPRISES, INC.						
	65906	01/29/19	01	GRNE SOLAR FARM	90-120-00-00-0111		285.00	
						INVOICE TOTAL:	285.00 *	
	65907	01/29/19	01	PART OF LOT 4 KENDALL CROSSING	90-129-00-00-0111		371.50	
						INVOICE TOTAL:	371.50 *	
	65908	01/29/19	01	LOT 6B KENDALL CROSSING	90-128-00-00-0111		1,284.25	
						INVOICE TOTAL:	1,284.25 *	
	65909	01/29/19	01	2019 ROAD PROGRAM	23-230-60-00-6025		8,057.00	
						INVOICE TOTAL:	8,057.00 *	
	65910	01/29/19	01	GRANDE RESERVE UNIT 23 ENG	01-640-54-00-5465		700.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	700.00 *	
	65911	01/29/19	01	CALEDONIA PHASE 1 ENG	01-640-54-00-5465		800.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	800.00 *	
	65912	01/29/19	01	HEARTLAND MEADOWS ENG	01-640-54-00-5465		400.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529236	EEI	ENGINEERING ENTERPRISES, INC.						
	65912	01/29/19	02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		400.00 *	
	65913	01/29/19	01	WINDETT RIDGE UNIT 1 ENG	01-640-54-00-5465		400.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		400.00 *	
	65914	01/29/19	01	HILL V. CITY OF YORKVILLE	01-640-54-00-5465		54.00	
					INVOICE TOTAL:		54.00 *	
	65915	01/29/19	01	BLACKBERRY WOODS PHASE B ENG	01-640-54-00-5465		800.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		800.00 *	
	65916	01/29/19	01	GRANDE RESERVE UNIT 1 ENG	01-640-54-00-5465		1,000.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		1,000.00 *	
	65917	01/29/19	01	AUTUMN CREEK ENG INSPECTIONS	01-640-54-00-5465		200.00	
					INVOICE TOTAL:		200.00 *	
	65918	01/29/19	01	COUNTRY HILL ENG INSPECTIONS	01-640-54-00-5465		100.00	
					INVOICE TOTAL:		100.00 *	
	65919	01/29/19	01	CANNONBALL TRAIL SAFETY	01-640-54-00-5465		2,357.00	
			02	ANALYSIS	** COMMENT **			
					INVOICE TOTAL:		2,357.00 *	
	65920	01/29/19	01	BLACKBERRY WOODS PHASE A ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00 *	
	65921	01/29/19	01	BRIARWOOD ENG INSPECTIONS	01-640-54-00-5465		100.00	
					INVOICE TOTAL:		100.00 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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529236	EEI	ENGINEERING ENTERPRISES, INC.						
	65922	01/29/19	01	204 BOOMBAH - LOT 3	90-136-00-00-0111		821.75	
						INVOICE TOTAL:	821.75 *	
	65923	01/29/19	01	HIVELY LANDSCAPING	90-137-00-00-0111		86.50	
						INVOICE TOTAL:	86.50 *	
	65976	02/04/19	01	LOT 7 - BURGER KING	90-124-00-00-0111		786.50	
						INVOICE TOTAL:	786.50 *	
	65977	02/04/19	01	LOT 5 - GRACE COFFEE & WINE	90-125-00-00-0111		471.00	
						INVOICE TOTAL:	471.00 *	
						CHECK TOTAL:	19,274.50	
529237	ELEMENT	N-VINT SERVICES LLC						
	SER0010310	11/07/18	01	CLOUD CONNECT NOV 2018 BILLING	01-640-54-00-5450		1,100.00	
						INVOICE TOTAL:	1,100.00 *	
	SER0010876	02/13/19	01	FEB 2019 CLOUD CONNECT	01-640-54-00-5450		1,100.00	
			02	AGREEMENT BILLING	** COMMENT **			
						INVOICE TOTAL:	1,100.00 *	
						CHECK TOTAL:	2,200.00	
529238	FARMFLEE	BLAIN'S FARM & FLEET						
	2787-COLLINS	01/21/19	01	SHIRT-COLLINS	01-410-56-00-5600		26.98	
						INVOICE TOTAL:	26.98 *	
						CHECK TOTAL:	26.98	
529239	FLATSOS	RAQUEL HERRERA						
	10558	02/06/19	01	2 NEW TIRES	79-790-54-00-5495		170.00	
						INVOICE TOTAL:	170.00 *	
						CHECK TOTAL:	170.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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529240	FLEET	FLEET SAFETY SUPPLY						
	71939	01/31/19	01	EDGE END CAPS, GASKETS, SCREWS	01-410-56-00-5628		289.17	
						INVOICE TOTAL:	289.17 *	
					CHECK TOTAL:		289.17	
529241	FLEX	FLEX BENEFIT SERVICE CORP.						
	436576	02/11/19	01	JAN 2019 HRA ADMIN FEES	01-110-52-00-5216		27.40	
			02	JAN 2019 HRA ADMIN FEES	01-120-52-00-5216		13.70	
			03	JAN 2019 HRA ADMIN FEES	01-210-52-00-5216		130.25	
			04	JAN 2019 HRA ADMIN FEES	01-220-52-00-5216		27.40	
			05	JAN 2019 HRA ADMIN FEES	01-410-52-00-5216		9.13	
			06	JAN 2019 HRA ADMIN FEES	79-790-52-00-5216		30.82	
			07	JAN 2019 HRA ADMIN FEES	51-510-52-00-5216		22.84	
			08	JAN 2019 HRA ADMIN FEES	79-795-52-00-5216		23.98	
			09	JAN 2019 HRA ADMIN FEES	52-520-52-00-5216		9.13	
			10	JAN 2019 HRA ADMIN FEES	01-640-52-00-5240		47.95	
			11	JAN 2019 HRA ADMIN FEES	82-820-52-00-5216		27.40	
			12	JAN 2019 FSA ADMIN FEES	01-110-52-00-5216		21.34	
			13	JAN 2019 FSA ADMIN FEES	01-120-52-00-5216		10.67	
			14	JAN 2019 FSA ADMIN FEES	01-210-52-00-5216		63.97	
			15	JAN 2019 FSA ADMIN FEES	01-220-52-00-5216		10.67	
			16	JAN 2019 FSA ADMIN FEES	01-410-52-00-5216		10.67	
			17	JAN 2019 FSA ADMIN FEES	51-510-52-00-5216		32.01	
			18	JAN 2019 FSA ADMIN FEES	82-820-52-00-5216		10.67	
						INVOICE TOTAL:	530.00 *	
					CHECK TOTAL:		530.00	
529242	FOXRIVER	FOX RIVER STUDY GROUP						
	021119	02/11/19	01	2019 FINANCIAL PARTICIPATION	01-110-54-00-5460		1,550.00	
			02	IN FOX RIVER GROUP WATER STUDY	** COMMENT **			
						INVOICE TOTAL:	1,550.00 *	
					CHECK TOTAL:		1,550.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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529243	GARDKOCH H-2364C-139237	GARDINER KOCH & WEISBERG 02/14/19	01	KIMBALL HILL I MATTER	01-640-54-00-5461		10,373.70
						INVOICE TOTAL:	10,373.70 *
	H-3586C-139238	02/14/19	01	NICHOLSON MATTER	01-640-54-00-5461		1,546.62
						INVOICE TOTAL:	1,546.62 *
	H-3995C-139240	02/14/19	01	YMCA MATTER	01-640-54-00-5461		308.00
						INVOICE TOTAL:	308.00 *
	H-4650C-139236	02/14/19	01	METZ & WATER PRODUSTS MATTER	01-640-54-00-5461		198.00
						INVOICE TOTAL:	198.00 *
						CHECK TOTAL:	12,426.32
529244	GOVIT 2019-003	GOVERNMENT IT CONSORTIUM 01/25/19	01	BARRACUDA EMAIL SECURITY &	01-640-54-00-5450		8,100.19
			02	ARCHIVING 3 YEAR RENEWAL	** COMMENT **		
						INVOICE TOTAL:	8,100.19 *
						CHECK TOTAL:	8,100.19
529245	GROUND 401379-000	GROUND EFFECTS INC. 01/24/19	01	SCALE-WEIGHT ONLY FOR SALT	01-410-54-00-5462		21.00
			02	SPREADING EQUIPMENT	** COMMENT **		
			03	CALIBRATION	** COMMENT **		
						INVOICE TOTAL:	21.00 *
						CHECK TOTAL:	21.00
529246	HARTROB 020119	ROBBIE HART 02/01/19	01	DEPOSITION PARKING	01-210-54-00-5415		26.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529246	HARTROB	ROBBIE HART					
	020119	02/01/19	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		26.00 *
					CHECK TOTAL:		26.00
529247	HASTINGG	GINA HASTINGS					
	012419	01/24/19	01	REIMBURSEMENT FOR OIL CHANGE	01-220-54-00-5462		53.19
			02	ON CITY VEHICLE	** COMMENT **		
					INVOICE TOTAL:		53.19 *
					CHECK TOTAL:		53.19
529248	HAWKINS	HAWKINS INC					
	4432664	01/21/19	01	ELECTRIC SCALE, CORD, REMOTE	51-510-56-00-5638		6,431.80
			02	METER, VACUUM GAUGE, EJECTOR,	** COMMENT **		
			03	REGULATOR	** COMMENT **		
					INVOICE TOTAL:		6,431.80 *
					CHECK TOTAL:		6,431.80
529249	HENDERSO	HENDERSON PRODUCTS, INC.					
	285070	01/10/19	01	POLY HOSE	01-410-56-00-5640		43.36
					INVOICE TOTAL:		43.36 *
	285837	01/21/19	01	CREDIT FOR RETURNED PART	01-410-56-00-5628		-32.50
					INVOICE TOTAL:		-32.50 *
					CHECK TOTAL:		10.86
529250	HOMEDEPO	HOME DEPOT					
	18115	12/31/18	01	RIGID 2-HOLE STRAP	01-410-56-00-5620		19.80
					INVOICE TOTAL:		19.80 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529250	HOMEDEPO	HOME DEPOT					
	6111532	01/07/19	01	2-HOLE STRAPS	01-410-56-00-5640		4.52
						INVOICE TOTAL:	4.52 *
	9010488	02/25/19	01	ADAPTERS, TURN TEES, PIPE	01-410-56-00-5640		68.42
						INVOICE TOTAL:	68.42 *
						CHECK TOTAL:	92.74
529251	IACE	IACE					
	2019 MEMBERSHIP-H/C	02/05/19	01	ANNUAL MEMBERSHIP DUES FOR	01-220-54-00-5460		80.00
			02	HASTINGS & CREADEUR	** COMMENT **		
						INVOICE TOTAL:	80.00 *
						CHECK TOTAL:	80.00
529252	ILPD4811	ILLINOIS STATE POLICE					
	013119	01/31/19	01	CLEANING PERSON BACKGROUND	01-110-54-00-5462		28.25
			02	CHECK	** COMMENT **		
			03	BACKGROUND CHECK	79-795-54-00-5462		28.25
			04	BACKGROUND CHECK	82-820-54-00-5462		28.25
			05	SOLICITOR BACKGROUND CHECK	01-110-54-00-5462		113.00
						INVOICE TOTAL:	197.75 *
						CHECK TOTAL:	197.75
529253	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	6285	01/03/19	01	11/19, 12/03, 12/17 ADMIN	01-210-54-00-5467		450.00
			02	HEARINGS	** COMMENT **		
						INVOICE TOTAL:	450.00 *
	6352	02/01/19	01	01/23 ADMIN HEARING	01-210-54-00-5467		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	600.00

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| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529254	IVANAUSM	MICHAEL IVANAUSKAS					
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		50.00
						INVOICE TOTAL:	50.00 *
	020519	02/05/19	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		150.00
529255	JDEERE	JOHN DEERE FINANCIAL					
	1827657	01/04/19	01	AIR FILTER	01-410-56-00-5628		41.99
						INVOICE TOTAL:	41.99 *
					CHECK TOTAL:		41.99
529256	JEKAC	CHRIS JEKA					
	020119	02/01/19	01	PARKING REIMBURSEMENT FOR	01-210-54-00-5415		34.00
			02	COURT CASE	** COMMENT **		
						INVOICE TOTAL:	34.00 *
					CHECK TOTAL:		34.00
529257	JOHNSCRE	JOHNSON'S SCREEN PRINTING					
	19-22381	01/31/19	01	5 SWEATSHIRTS-J.SLEEZER	01-410-56-00-5600		147.90
						INVOICE TOTAL:	147.90 *
					CHECK TOTAL:		147.90
529258	KCHHS	KENDALL COUNTY HEALTH					
	14633	02/01/19	01	HEALTH PERMIT RENEWAL FEES	79-795-56-00-5607		175.00
			02	FOR BEECHER CONCESSIONS	** COMMENT **		
						INVOICE TOTAL:	175.00 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529258	KCHHS	KENDALL COUNTY HEALTH						
	14634	02/01/19	02	HEALTH PERMIT RENEWAL FEES	79-795-56-00-5607		175.00	
			03	FOR BRIDGE CONCESSIONS	** COMMENT **			
					INVOICE TOTAL:		175.00 *	
					CHECK TOTAL:		350.00	
529259	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE						
	JAN 2019-KANE	02/14/19	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		70.00 *	
	JAN 2019-KENDALL	02/11/19	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412		70.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		70.00 *	
					CHECK TOTAL:		140.00	
529260	KENDCPA	KENDALL COUNTY CHIEFS OF						
	550	02/06/19	01	SRT ANNUAL DUES	01-000-14-00-1400		2,000.00	
			02	MOBILE COMMAND ANNUAL DUES	01-000-14-00-1400		500.00	
			03	MAJOR CRIMES TASK FORCE ANNUAL	01-000-14-00-1400		1,000.00	
			04	DUES	** COMMENT **			
					INVOICE TOTAL:		3,500.00 *	
					CHECK TOTAL:		3,500.00	
529261	KENDCROS	KENDALL CROSSING, LLC						
	AMU REBATE 12/18	01/18/19	01	DEC 2018 AMUSEMENT TAX REBATE	01-640-54-00-5439		4,187.54	
					INVOICE TOTAL:		4,187.54 *	
	BD REBATE 12/18	02/09/19	01	DEC 2018 BUSINESS DIST REBATE	01-000-24-00-2487		1,117.09	
					INVOICE TOTAL:		1,117.09 *	
					CHECK TOTAL:		5,304.63	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529262	LANEMUCH	LANER, MUCHIN, DOMBROW, BECKER						
	556046	02/01/19	01	GENERAL PERSONELL COUNSELING &	01-640-54-00-5463		6,104.10	
			02	ARBITRATION WORK	** COMMENT **			
					INVOICE TOTAL:		6,104.10 *	
					CHECK TOTAL:		6,104.10	
529263	LAWLESSM	MATTHEW J. LAWLESS						
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		50.00	
					INVOICE TOTAL:		50.00 *	
					CHECK TOTAL:		50.00	
529264	LAWSON	LAWSON PRODUCTS						
	9306458627	02/01/19	01	CONNECTORS, SCREWS, CUT-OFF	01-410-56-00-5620		155.83	
			02	WHEELS, CABLE TIES, LINCH PIN	** COMMENT **			
			03	STEEL, COUPLER, QUICK DISC	** COMMENT **			
			04	TIPS	** COMMENT **			
			05	CONNECTORS, SCREWS, CUT-OFF	51-510-56-00-5620		155.83	
			06	WHEELS, CABLE TIES, LINCH PIN	** COMMENT **			
			07	STEEL, COUPLER, QUICK DISC	** COMMENT **			
			08	TIPS	** COMMENT **			
			09	CONNECTORS, SCREWS, CUT-OFF	52-520-56-00-5620		155.82	
			10	WHEELS, CABLE TIES, LINCH PIN	** COMMENT **			
			11	STEEL, COUPLER, QUICK DISC	** COMMENT **			
			12	TIPS	** COMMENT **			
					INVOICE TOTAL:		467.48 *	
					CHECK TOTAL:		467.48	
529265	MCCANN	MCCANN INDUSTRIES, INC						
	07248058	01/24/19	01	FILTERS	79-790-56-00-5640		529.73	
					INVOICE TOTAL:		529.73 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529265	MCCANN	MCCANN INDUSTRIES, INC					
	07248059	01/24/19	01	DECALS & PAINT	79-790-56-00-5640		283.68
						INVOICE TOTAL:	283.68 *
					CHECK TOTAL:		813.41
529266	MENLAND	MENARDS - YORKVILLE					
	40385	01/25/19	01	HEADLIGHT BULB	01-210-56-00-5620		8.99
						INVOICE TOTAL:	8.99 *
	40728	01/29/19	01	ANTIFREEZE, SPRAY BOTTLES	01-410-56-00-5628		44.22
						INVOICE TOTAL:	44.22 *
	41231	02/04/19	01	PAINT, BRUSHES, PAPER TOWEL	79-790-56-00-5620		57.15
						INVOICE TOTAL:	57.15 *
	41234	02/04/19	01	WORKLIGHT, UNIVERSAL TERMINALS	79-790-56-00-5630		42.47
						INVOICE TOTAL:	42.47 *
	41313	02/05/19	01	GLASS SCRAPER	51-510-56-00-5620		1.99
						INVOICE TOTAL:	1.99 *
	41318	02/05/19	01	RETURNED MERCHANDISE CREDIT	79-790-56-00-5620		-9.98
						INVOICE TOTAL:	-9.98 *
	41319-19	02/05/19	01	PVC PIPE, COUPLING, ADAPTERS	79-790-56-00-5640		23.72
						INVOICE TOTAL:	23.72 *
	41403	02/06/19	01	SPRAY PAINT	79-790-56-00-5640		13.86
						INVOICE TOTAL:	13.86 *
	41446	02/06/19	01	DUCT SEALING COMPOUND,	51-510-56-00-5620		6.47
			02	SCREWDRIVER	** COMMENT **		
						INVOICE TOTAL:	6.47 *

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| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529266	MENLAND	MENARDS - YORKVILLE						
	41502	02/07/19	01	SPRAY PAINT, OSCILLATING	79-790-56-00-5640		233.44	
			02	TOOL, WELDER NOZZLE, GROUT,	** COMMENT **			
			03	FOLDABLE EARMUFF, COMFORT	** COMMENT **			
			04	GRIPS, GAS CYLINDER	** COMMENT **			
					INVOICE TOTAL:		233.44 *	
	41507	02/07/19	01	CRIMPER, SOAP, WIRE STRIPPER	51-510-56-00-5620		25.96	
					INVOICE TOTAL:		25.96 *	
	41514	02/07/19	01	J-BEND	51-510-56-00-5620		9.48	
					INVOICE TOTAL:		9.48 *	
	41533	02/07/19	01	SOAP, CORNER BRACE	51-510-56-00-5620		8.96	
					INVOICE TOTAL:		8.96 *	
	41621	02/08/19	01	HEX BOLTS, LOCK NUTS, CUTTING	01-410-56-00-5640		29.91	
			02	PLIER, BUTT SPLICE	** COMMENT **			
					INVOICE TOTAL:		29.91 *	
	41626	02/08/19	01	RATCHET TIEDOWN	01-410-56-00-5620		14.99	
					INVOICE TOTAL:		14.99 *	
	41629	02/08/19	01	PVC ADAPTER, COUPLING, PIPE,	51-510-56-00-5640		48.53	
			02	TEES	** COMMENT **			
					INVOICE TOTAL:		48.53 *	
					CHECK TOTAL:		560.16	
529267	MERLIN	DEYCO, INC.						
	54256	11/12/18	01	TIRE PATCH	01-210-54-00-5495		38.99	
					INVOICE TOTAL:		38.99 *	
					CHECK TOTAL:		38.99	

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| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529268	METIND	METROPOLITAN INDUSTRIES, INC.						
	INV002442	01/31/19	01	FIELD SERVICE INSPECTION AT	52-520-54-00-5444		495.00	
			02	PRESTWICK LIFT	** COMMENT **			
					INVOICE TOTAL:		495.00 *	
					CHECK TOTAL:		495.00	
529269	METROWES	METRO WEST COG						
	3734	01/25/19	01	JAN 2019 BOARD MEETING	01-110-54-00-5415		70.00	
					INVOICE TOTAL:		70.00 *	
					CHECK TOTAL:		70.00	
529270	MITCHEGE	GEOFFREY MITCHELL						
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		150.00	
					INVOICE TOTAL:		150.00 *	
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		125.00	
					INVOICE TOTAL:		125.00 *	
					CHECK TOTAL:		275.00	
529271	MONTRK	MONROE TRUCK EQUIPMENT						
	324123	01/30/19	01	DISC SPINNER, SEAL KIT,	01-410-56-00-5640		155.41	
			02	BEARINGS	** COMMENT **			
					INVOICE TOTAL:		155.41 *	
	324149	02/04/19	01	SPINNER DISC	01-410-56-00-5628		166.59	
					INVOICE TOTAL:		166.59 *	
	324150	02/04/19	01	MOTOR	01-410-56-00-5628		601.82	
					INVOICE TOTAL:		601.82 *	
					CHECK TOTAL:		923.82	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	VENDOR	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529272	MORTON	MORTON SALT, INC						
	5401757287		01/24/19	01	SALT	15-155-56-00-5618		6,616.49
							INVOICE TOTAL:	6,616.49 *
	5401758915		01/25/19	01	SALT	15-155-56-00-5618		2,075.76
							INVOICE TOTAL:	2,075.76 *
	5401766135		01/31/19	01	SALT	15-155-56-00-5618		2,314.09
							INVOICE TOTAL:	2,314.09 *
	5401768509		02/02/19	01	SALT	15-155-56-00-5618		4,619.53
							INVOICE TOTAL:	4,619.53 *
	5401769251		02/04/19	01	SALT	15-155-56-00-5618		5,809.72
							INVOICE TOTAL:	5,809.72 *
	5401771116		02/05/19	01	SALT	15-155-56-00-5618		3,192.92
							INVOICE TOTAL:	3,192.92 *
	5401772683		02/06/19	01	SALT	15-155-56-00-5618		7,427.57
							INVOICE TOTAL:	7,427.57 *
	5401774197		02/07/19	01	SALT	15-155-56-00-5618		5,553.13
							INVOICE TOTAL:	5,553.13 *
							CHECK TOTAL:	37,609.21
529273	NEMRT	NORTH EAST MULTI-REGIONAL						
	248329		01/24/19	01	INTERVIEW & INTERROGATIONS	01-210-54-00-5412		400.00
				02	TRAINING FOR MEYER	** COMMENT **		
							INVOICE TOTAL:	400.00 *
							CHECK TOTAL:	400.00
529274	NICOR	NICOR GAS						

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|-------------------------------|-----------------------------------|---------------------------|-----------------------------|
| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529274	NICOR NICOR GAS						
	00-41-22-8748 4-0119	02/01/19	01	01/02-01/31 1107 PRAIRIE	01-110-54-00-5480		38.63
						INVOICE TOTAL:	38.63 *
	12-43-53-5625 3-0119	02/01/19	01	01/03-02/01 609 N BRIDGE	01-110-54-00-5480		128.35
						INVOICE TOTAL:	128.35 *
	15-41-50-1000 6-0119	02/01/19	01	01/02-01/31 804 GAME FARM RD	01-110-54-00-5480		594.05
						INVOICE TOTAL:	594.05 *
	15-64-61-3532 5-0119	02/04/19	01	01/02-01/31 1991 CANNONBALL TR	01-110-54-00-5480		30.55
						INVOICE TOTAL:	30.55 *
	23-45-91-4862 5-0119	02/01/19	01	01/03-02/01 101 BRUELL ST	01-110-54-00-5480		100.24
						INVOICE TOTAL:	100.24 *
	31-61-67-2493 1-0119	02/08/19	01	01/10-02/08 276 WINDHAM CR	01-110-54-00-5480		29.88
						INVOICE TOTAL:	29.88 *
	40-52-64-8356 1-0119	02/04/19	01	01/04-02/04 102 E VAN EMMON	01-110-54-00-5480		618.63
						INVOICE TOTAL:	618.63 *
	46-69-47-6727 1-0119	02/06/19	01	12/06-02/06 1975 N BRIDGE	01-110-54-00-5480		199.66
						INVOICE TOTAL:	199.66 *
	61-60-41-1000 9-0119	02/04/19	01	01/03-02/01 610 TOWER	01-110-54-00-5480		1,189.12
						INVOICE TOTAL:	1,189.12 *
	62-37-86-4779 6-0119	02/06/19	01	01/08-02/06 185 WOLF ST	01-110-54-00-5480		445.02
						INVOICE TOTAL:	445.02 *
	80-56-05-1157 0-0119	02/06/19	01	01/08-02/06 2512 ROSEMONT DR	01-110-54-00-5480		52.48
						INVOICE TOTAL:	52.48 *
	83-80-00-1000 7-0119	02/05/19	01	01/03-02/01 610 TOWER UNIT B	01-110-54-00-5480		455.29
						INVOICE TOTAL:	455.29 *

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|-------------------------------|-----------------------------------|---------------------------|-----------------------------|
| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529274	NICOR NICOR GAS						
	91-85-68-4012 8-0119	02/04/19	01	01/02-02/01 902 GAME FARM RD	82-820-54-00-5480		2,324.75
						INVOICE TOTAL:	2,324.75 *
	95-16-10-1000 4-0119	02/04/19	01	01/03-02/01 1 RT47	01-110-54-00-5480		28.43
						INVOICE TOTAL:	28.43 *
						CHECK TOTAL:	6,235.08
529275	O'REILLY O'REILLY AUTO PARTS						
	5613-156827	11/02/18	01	MINI BULB	01-410-56-00-5640		19.92
						INVOICE TOTAL:	19.92 *
	5613-157043	11/05/18	01	PRIMARY WIRE	01-410-56-00-5640		6.99
						INVOICE TOTAL:	6.99 *
	5613-161311	01/14/19	01	ABSORBENT	01-410-56-00-5628		32.45
						INVOICE TOTAL:	32.45 *
	5613-161851	01/24/19	01	OIL, SPRAY GREASE	01-410-56-00-5628		46.94
						INVOICE TOTAL:	46.94 *
						CHECK TOTAL:	106.30
529276	OMALLEY O'MALLEY WELDING & FABRICATING						
	18454	02/05/19	01	PIPE	79-790-56-00-5640		50.00
						INVOICE TOTAL:	50.00 *
	18543	02/01/19	01	REPAIR WELDING ON PLOW FRAME	01-410-54-00-5490		270.00
						INVOICE TOTAL:	270.00 *
						CHECK TOTAL:	320.00
D001153	ORRK KATHLEEN FIELD ORR & ASSOC.						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D001153	ORRK	KATHLEEN FIELD ORR & ASSOC.						
	15856	02/05/19	01	MISC ADMIN LEGAL MATTERS	01-640-54-00-5456		12,678.34	
			02	WINDMILL FARMS MATTERS	90-137-00-00-0011		1,328.91	
			03	BLCKBERRY WOODS MATTER	01-640-54-00-5456		1,634.00	
			04	CASCADE MAYTTER	01-640-54-00-5456		75.25	
			05	DOWNTOWN TIF I MATTER	88-880-54-00-5466		430.00	
			06	DOWNTOWN TIF II MATTER	89-890-54-00-5466		483.75	
			07	FOUNTAINVIEW MATTER	01-640-54-00-5456		32.25	
			08	GRANDE RESERVE MATTER	01-640-54-00-5456		1,032.00	
			09	HOOVER MATTER	01-640-54-00-5456		301.00	
			10	KENDALL MARKET PLACE MATTER	01-640-54-00-5456		430.00	
			11	MEETINGS	01-640-54-00-5456		1,000.00	
			12	PRESTWICK MATTER	01-640-54-00-5456		1,343.75	
			13	RAINTREE MATTER	01-640-54-00-5456		2,268.25	
			14	WESTBURY MATTER	01-640-54-00-5456		322.50	
			15	WINDETT RIDGE MATTER	01-640-54-00-5456		698.75	
						INVOICE TOTAL:	24,058.75 *	
						DIRECT DEPOSIT TOTAL:	24,058.75	
529277	OSWEFIRE	OSWEGO FIRE PROTECTION DIST.						
	013119-DEV	02/07/19	01	NOV 2018-JAN 2019 DEVELOPMENT	95-000-24-00-2456		3,288.60	
			02	FEES	** COMMENT **			
						INVOICE TOTAL:	3,288.60 *	
						CHECK TOTAL:	3,288.60	
529278	PARADISE	PARADISE CAR WASH						
	223836	02/11/19	01	JAN 2019 CAR WASH	79-795-54-00-5495		10.00	
			02	JAN 2019 CAR WASH	79-795-54-00-5495		10.00	
						INVOICE TOTAL:	20.00 *	
						CHECK TOTAL:	20.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529279	PARADISE 223850	PARADISE CAR WASH 01/17/19	01	JAN 2019 CAR WASHES	01-210-54-00-5495		28.00
						INVOICE TOTAL:	28.00 *
					CHECK TOTAL:		28.00
529280	PFPETT 175848	P.F. PETTIBONE & CO. 01/31/19	01	500 RED WARNING STICKERS	01-210-54-00-5430		149.90
						INVOICE TOTAL:	149.90 *
					CHECK TOTAL:		149.90
529281	R0000823 020519	RUSH-COPLEY 02/05/19	01	NALOXONE	01-210-56-00-5620		627.00
						INVOICE TOTAL:	627.00 *
					CHECK TOTAL:		627.00
529282	R0002216 021119-OLC	4 YOU MASSAGE 02/11/19	01 02	REFUND MASSAGE LICENSE FEE DUE TO REVISION OF CITY CODE	01-000-42-00-4205 ** COMMENT **		490.00
						INVOICE TOTAL:	490.00 *
					CHECK TOTAL:		490.00
529283	R0002217 021119-OLC	OHANA HEALING HANDS 02/11/19	01 02	REFUND MASSAGE LICENSE FEE DUE TO REVISION OF CITY CODE	01-000-42-00-4205 ** COMMENT **		490.00
						INVOICE TOTAL:	490.00 *
					CHECK TOTAL:		490.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529284	REINDERS	REINDERS, INC.					
	1769499-00	02/04/19	01	FUEL PUMP, SCREWS, BRACKET	79-790-56-00-5640		59.13
						INVOICE TOTAL:	59.13 *
						CHECK TOTAL:	59.13
529285	RIEHIEMG	GRANT RIEHLE-MOELLER					
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
529286	RIETZR	ROBERT L. RIETZ JR.					
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
529287	RIVRVIEW	RIVERVIEW FORD					
	FOCS415318	01/28/19	01	REPAIRED WIRING FOR TRANSFER	01-410-54-00-5490		314.79
			02	CASE MOTOR	** COMMENT **		
						INVOICE TOTAL:	314.79 *
						CHECK TOTAL:	314.79
529288	RUNDUEE	EDWIN A RUNDUE					
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
529289	RUSHTRCK	RUSH TRUCK CENTER					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529289	RUSHTRCK	RUSH TRUCK CENTER						
	3013667710	01/30/19	01	KIT HOLDER, MIRROR KIT, FLIP	01-410-56-00-5640		557.60	
			02	OUT ARMS	** COMMENT **			
					INVOICE TOTAL:		557.60 *	
	3013729640	02/04/19	01	KIT LOWER HOLDER	01-410-56-00-5628		219.60	
					INVOICE TOTAL:		219.60 *	
					CHECK TOTAL:		777.20	
529290	RUSSPOWE	RUSSO HARDWARE INC.						
	5651777	02/05/19	01	FUEL PUMP	79-790-56-00-5640		7.32	
					INVOICE TOTAL:		7.32 *	
	5651778	02/05/19	01	GAS CANS	79-790-56-00-5620		272.00	
					INVOICE TOTAL:		272.00 *	
					CHECK TOTAL:		279.32	
529291	SAFESUPP	EMERGENT SAFETY SUPPLY						
	1902664184	11/08/18	01	MISC STAFF RAIN JACKET	51-510-56-00-5600		85.42	
					INVOICE TOTAL:		85.42 *	
	1902667408	01/08/19	03	MISC SHOP WEATHER GEAR FOR	52-520-56-00-5620		448.13	
			04	STAFF FUNDED THROUGH SAFETY	** COMMENT **			
			05	GRANT	** COMMENT **			
			06	MISC SHOP WEATHER GEAR FOR	51-510-56-00-5620		448.13	
			07	STAFF FUNDED THROUGH SAFETY	** COMMENT **			
			08	GRANT	** COMMENT **			
			09	MISC SHOP WEATHER GEAR FOR	01-410-56-00-5620		448.14	
			10	STAFF FUNDED THROUGH SAFETY	** COMMENT **			
			11	GRANT	** COMMENT **			
					INVOICE TOTAL:		1,344.40 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
529291	SAFESUPP	EMERGENT SAFETY SUPPLY						
	1902668582	01/24/19	01	MISC SHOP HOODED PULLOVERS	01-410-56-00-5620		44.70	
			02	FOR STAFF FUNDED THROUGH	** COMMENT **			
			03	SAFETY GRANT	** COMMENT **			
			04	MISC SHOP HOODED PULLOVERS	51-510-56-00-5620		44.70	
			05	FOR STAFF FUNDED THROUGH	** COMMENT **			
			06	SAFETY GRANT	** COMMENT **			
			07	MISC SHOP HOODED PULLOVERS	52-520-56-00-5600		44.69	
			08	FOR STAFF FUNDED THROUGH	** COMMENT **			
			09	SAFETY GRANT	** COMMENT **			
					INVOICE TOTAL:		134.09 *	
					CHECK TOTAL:		1,563.91	
529292	SOMWATER	SOMONAUK WATER LAB, INC						
	190122	01/31/19	01	MICROBIOLOGICAL SAMPLES	51-510-54-00-5429		9.50	
					INVOICE TOTAL:		9.50 *	
					CHECK TOTAL:		9.50	
529293	SPEEDWAY	FLEETCOR SUPERFLEET MASTERCARD						
	FB638-021119	02/11/19	01	JAN 2019 GASOLINE	79-790-56-00-5695		104.67	
			02	JAN 2019 GASOLINE	01-210-56-00-5695		2,000.17	
			03	JAN 2019 GASOLINE	51-510-56-00-5695		677.31	
			04	JAN 2019 GASOLINE	52-520-56-00-5695		677.29	
			05	JAN 2019 GASOLINE	01-410-56-00-5695		677.31	
			06	JAN 2019 GASOLINE	01-220-56-00-5695		152.39	
					INVOICE TOTAL:		4,289.14 *	
					CHECK TOTAL:		4,289.14	
529294	SPEER	SPEER FINANCIAL, INC.						
	D11/18-52	02/05/19	01	2018 CONTINUING DISCLOSURE	01-120-54-00-5462		976.25	
					INVOICE TOTAL:		976.25 *	
					CHECK TOTAL:		976.25	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001154	STEFFANG	GEORGE A STEFFENS					
	1986-F&F	01/12/19	01	STEEL TOE BOOTS	52-520-56-00-5600		139.99
			02	JEANS, BELT, JACKET, BIBS	52-520-56-00-5600		308.95
						INVOICE TOTAL:	448.94 *
						DIRECT DEPOSIT TOTAL:	448.94
529295	SUBURLAB	SUBURBAN LABORATORIES INC.					
	162697	01/30/19	01	ROUTINE COLIFORM	51-510-54-00-5429		474.00
						INVOICE TOTAL:	474.00 *
						CHECK TOTAL:	474.00
529296	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	99997	01/23/19	01	SIGNS	01-410-56-00-5619		317.15
						INVOICE TOTAL:	317.15 *
						CHECK TOTAL:	317.15
529297	TRUAXG	GARY TRUAX					
	020219	02/02/19	01	REFEREE	79-795-54-00-5462		200.00
						INVOICE TOTAL:	200.00 *
	020919	02/09/19	01	REFEREE	79-795-54-00-5462		125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	325.00
529298	UPS5361	DDEDC #3, INC					
	020719	02/07/19	01	1 PKG TO KFO	01-110-54-00-5452		32.05
						INVOICE TOTAL:	32.05 *
						CHECK TOTAL:	32.05

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|-------------------------------|-----------------------------------|---------------------------|-----------------------------|
| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

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CHECK #	VENDOR # INVOICE #	VENDOR	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529299	VELAB	BOB VELA						
	020219		02/02/19	01	REFEREE	79-795-54-00-5462		100.00
							INVOICE TOTAL:	100.00 *
							CHECK TOTAL:	100.00
529300	VITOSH	CHRISTINE M. VITOSH						
	CMV 1937		02/02/19	01	JAN 2018 ADMIN HEARINGS	01-210-54-00-5467		400.00
							INVOICE TOTAL:	400.00 *
	CMV 1938		02/04/19	01	WINDETT RIDGE 4TH AMENDMENT TO	90-122-00-00-0011		58.56
				02	PUD	** COMMENT **		
				03	HEARTLAND SUB SPECIAL USE	90-130-00-00-0011		146.40
				04	TEXT AMENDMENT FOR BREWERY	01-220-54-00-5462		43.92
				05	TEXT AMENDMENT FOR MOBILE FOOD	01-220-54-00-5462		43.92
				06	& RETAIL VENDOR LICENSES	** COMMENT **		
							INVOICE TOTAL:	292.80 *
							CHECK TOTAL:	692.80
529301	WEEKSB	WILLIAM WEEKS						
	020219		02/02/19	01	REFEREE	79-795-54-00-5462		75.00
							INVOICE TOTAL:	75.00 *
							CHECK TOTAL:	75.00
529302	WELDSTAR	WELDSTAR						
	01719643		01/24/19	01	CYLINDER RENTAL	01-410-54-00-5485		16.74
							INVOICE TOTAL:	16.74 *
							CHECK TOTAL:	16.74
529303	WINDCREK	WINDING CREEK NURSERY, INC						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
529303	WINDCREK 206869	WINDING CREEK NURSERY, INC 10/18/18	01	1 TREE	01-000-24-00-2426		175.00 INVOICE TOTAL: 175.00 *
					CHECK TOTAL:		175.00
529304	WINKLERK 012619/020919	KIRK WINKLER 02/09/19	01	REFEREE	79-795-54-00-5462		200.00 INVOICE TOTAL: 200.00 *
					CHECK TOTAL:		200.00
529305	WOLLNIKD 020219	DAVID WOLLNIK 02/02/19	01	REFEREE	79-795-54-00-5462		150.00 INVOICE TOTAL: 150.00 *
					79-795-54-00-5462		125.00 INVOICE TOTAL: 125.00 *
					CHECK TOTAL:		275.00
529306	WOODHOUR 020219	RICHARD WOODHOUSE 02/02/19	01	REFEREE	79-795-54-00-5462		50.00 INVOICE TOTAL: 50.00 *
					CHECK TOTAL:		50.00
529307	WTRPRD 0286038	WATER PRODUCTS, INC. 02/06/19	01	BAND REPAIR CLAMPS	51-510-56-00-5640		270.00 INVOICE TOTAL: 270.00 *
					CHECK TOTAL:		270.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 02/26/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D001155	YBSD	YORKVILLE BRISTOL					
	119SF	02/11/19	01	JAN 2019 SANITARY FEES	95-000-24-00-2450		303,875.61
						INVOICE TOTAL:	303,875.61 *
						DIRECT DEPOSIT TOTAL:	303,875.61
529308	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	013119-LC	02/07/19	01	NOV 2018-JAN 2019 LAND CASH	95-000-24-00-2453		35,614.23
						INVOICE TOTAL:	35,614.23 *
						CHECK TOTAL:	35,614.23

TOTAL CHECKS PAID: 464,407.89
 TOTAL DIRECT DEPOSITS PAID: 329,017.30
 TOTAL AMOUNT PAID: 793,425.19

- | | | | |
|-------------------------------|-----------------------------------|---------------------------|-----------------------------|
| 01-110 ADMINISTRATION | 12-112 SUNFLOWER SSA | 42-420 DEBT SERVICE | 83-830 LIBRARY DEBT SERVICE |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 84-840 LIBRARY CAPITAL |
| 01-210 POLICE | 23-216 MUNICIPAL BUILDING | 52-520 SEWER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-220 COMMUNITY DEVELOPMENT | 23-230 CITY-WIDE CAPITAL | 72-720 LAND CASH | 88-880 DOWNTOWN TIF |
| 01-410 STREET OPERATIONS | 25-205 POLICE CAPITAL | 79-790 PARKS DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINSTRATIVE SERVICES | 25-215 PUBLIC WORKS CAPITAL | 79-795 RECREATION DEPT | 95-XXX ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-225 PARKS & RECREATION CAPITAL | 82-820 LIBRARY OPERATIONS | |

DATE: 02/07/19
 TIME: 11:04:07
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131143	KCR 12074	KENDALL COUNTY RECORDER'S 02/05/19	01 RELEASE 1 UTILITY LIEN 02 FILED 4 NEW UTILITY LIENS	02/05/19	51-510-54-00-5448 51-510-54-00-5448	53.00 212.00
					INVOICE TOTAL:	265.00 *
					CHECK TOTAL:	265.00
					TOTAL AMOUNT PAID:	265.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 02/06/19
 TIME: 13:05:50
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 02/11/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
529205	DCONST	D. CONSTRUCTION, INC.					
	1800064.1		02/04/19	01	ENGINEER'S PYMT ESTIMATE #1	72-720-60-00-6010	239,106.81
				02	AND FINAL RIVERFRONT & BRISTOL	** COMMENT **	
				03	BAY PARKING IMPROVEMENTS	** COMMENT **	
				04	ENGINEER'S PYMT ESTIMATE #1	72-720-60-00-6045	29,267.87
				05	AND FINAL RIVERFRONT & BRISTOL	** COMMENT **	
				06	BAY PARKING IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		268,374.68 *
					CHECK TOTAL:		268,374.68
					TOTAL AMOUNT PAID:		268,374.68

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	



UNITED CITY OF YORKVILLE PAYROLL SUMMARY February 8, 2019

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	\$ 20,246.20	\$ -	20,246.20	\$ 1,841.11	\$ 1,491.98	\$ 23,579.29
FINANCE	10,232.28	-	10,232.28	940.63	767.96	\$ 11,940.87
POLICE	111,964.91	2,764.13	114,729.04	557.55	8,418.89	\$ 123,705.48
COMMUNITY DEV.	20,310.77	-	20,310.77	1,867.33	1,525.26	\$ 23,703.36
STREETS	14,317.51	6,684.65	21,002.16	1,902.77	1,530.29	\$ 24,435.22
WATER	12,622.41	999.63	13,622.04	1,247.75	999.58	\$ 15,869.37
SEWER	5,224.47	-	5,224.47	473.33	386.70	\$ 6,084.50
PARKS	18,304.40	-	18,304.40	1,667.45	1,346.14	\$ 21,317.99
RECREATION	16,387.72	-	16,387.72	1,188.17	1,220.48	\$ 18,796.37
LIBRARY	15,926.41	-	15,926.41	932.90	1,194.86	\$ 18,054.17
TOTALS	\$ 245,537.08	\$ 10,448.41	\$ 255,985.49	\$ 12,618.99	\$ 18,882.14	\$ 287,486.62
TOTAL PAYROLL						\$ 287,486.62



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, February 26, 2019

ACCOUNTS PAYABLE

DATE

City MasterCard Bill Register <i>(Pages 1 - 8)</i>	02/25/2019	138,019.92
City Check Register <i>(Pages 9 - 46)</i>	02/26/2019	793,425.19

SUB-TOTAL:	\$	931,445.11
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OTHER PAYABLES

Clerk's Check #131143- Kendall County Recorder <i>(Page 47)</i>	02/05/2019	265.00
Manual Check#529205-D-Construction <i>(Page 48)</i>	02/11/2019	268,374.68
Annual Bassett License Renewal	02/15/2019	\$ 300.00

SUB-TOTAL:	\$	268,939.68
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PAYROLL

Bi - Weekly <i>(Page 49)</i>	02/08/2019	\$ 287,486.62
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SUB-TOTAL:	\$	287,486.62
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TOTAL DISBURSEMENTS:	\$	1,487,871.41
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input checked="" type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2019-03

Agenda Item Summary Memo

Title: Baseball and Softball Uniforms and Equipment ITB – Award of Contract

Meeting and Date: City Council – February 26, 2019

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:



Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Shay Remus, Superintendent of Recreation
Date: February 20, 2019
Subject: Review of the 2019 Youth Baseball & Softball League
Uniforms and Equipment, Request for Proposal Bids

Summary

Review of the 2019 Youth Baseball & Softball League Uniforms and Equipment, Request for Proposal Bids

Background

As part of the 2019 Youth Baseball & Softball Leagues, Parks & Recreation staff will need to purchase uniforms including hats, pants, belts, etc. for all players and coaches participating in the league. These purchases were budgeted and accounted for when determining the participant registration fee and were also included in the 2019 Youth Baseball & Softball League Budget that was presented to the Park Board and City Council for approval in 2018. To receive the best purchase prices, Carri Parker, Purchasing Manager, Tyler Nelson, Recreation Manager, and Shay Remus, Supt. of Recreation developed a bid packet, attached, for the purchase of Youth Baseball and Softball league uniforms and equipment for the 2019 Spring/Summer Season.

The Purchasing Manager contacted numerous baseball and softball uniform and equipment companies about the bid packet with a bid closing date on Wednesday, February 13 at 9am. Three (3) companies submitted proposals with BSN Sports, bid attached, presenting the lowest prices on uniforms and equipment. Currently staff is expecting to spend between \$24,000 - \$26,000, which is about \$5,000 - \$7,000 lower than what staff had budgeted for Youth Baseball & Softball League uniforms and equipment for the Spring/Summer season.

Recommendation

Staff is seeking City Council approval of the BSN Sports bid as well as approval to purchase Youth Baseball & Softball League uniforms and equipment that may exceed \$25,000 for the Spring/Summer league season.

BSN SPORTS
PO BOX 7726
DALLAS, TEXAS 75209
19-54423



INVITATION TO BID THE PURCHASE OF SPORTS UNIFORMS AND EQUIPMENT

**Deadline: Wednesday, February 13, 2019
9:00 a.m. Local Time**

**UNITED CITY OF YORKVILLE, ILLINOIS
LEGAL NOTICE
INVITATION FOR BID**

The United City of Yorkville, Illinois will accept sealed bids for Sports Uniforms and Equipment.

Sealed bids will be received at the address listed below until **Wednesday, February 13, 2019, at 9:00 a.m. local time**. Bids will be publicly opened and read aloud at this time.

All proposals should be addressed to:

United City of Yorkville
Re: (Contractor name)
Sealed Bid Sports Uniforms and Equipment
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Proposal packets are available online at <http://www.yorkville.il.us>. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Any questions or interpretation request regarding this Legal Notice or actual bid specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us, not less than ten (10) business days prior to the scheduled bid opening date.

The contractor shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker
Purchasing Manager

UNITED CITY OF YORKVILLE, ILLINOIS
INSTRUCTIONS TO CONTRACTORS - GENERAL CONDITIONS

These Instructions to Contractors and General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. The City assumes that submission of a bid means that the Contractor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville located at 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed, deliver the packet to the United City of Yorkville, Attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560, prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope “SEALED BID” and with the following information: Company’s name, address, item bid, date and time of opening. Contractors may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Submittal of Bid** – Bids must be submitted to the attention of the Carri Parker, Purchasing Manager at the above address no later than **Wednesday, February 13, 2019, at 9:00 a.m. local time**. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Contractors should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.
3. **Examination of Bid Forms, Specifications, and Site** – The contractor shall carefully examine the bid forms which may include the invitation to bid, instruction to contractors, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them before submitting the bid. The contractor shall verify all measurements relative to the work, shall be responsible for the correctness of same. Failure of the contractor to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional money will be added to the contract.

The submission of the bid shall be considered conclusive evidence that the contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the bid forms. If the bid is accepted, the contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. **Scope of Work** – The contractor shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The contractor shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The City is not responsible for site safety. The contractor is solely and exclusively responsible for construction means, methods, and technologies.
5. **Interpretation of Bid Documents** – Questions regarding bid documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us, at least ten (10) working days prior to the opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of bid documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, **INTERPRETATION REQUEST**. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the bid date will be returned unopened.

6. **Bid Guarantee** – Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bids will be released. The remaining deposits will be released after the successful contractor has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the City if the successful contractor within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.
7. **Receiving Bids** – Bids received prior to the time of opening will be securely kept, unopened. The Purchasing manager, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Purchasing Manager or the City for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.
8. **Late and Fax Bids** – Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the contractor's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the City transmit bid documents to prospective contractors by way of a facsimile machine.
9. **Completeness** – All information required by the Invitation to Bid must be supplied to constitute a responsive bid. The Contractor's submittal shall include the completed Bid

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BSN Sports, LLC.
4849 Alpha Road
Dallas, TX 75244

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Sports Uniform and Equipment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February, 2019

BSN Sports, LLC.

(Principal)

(Seal)

(Witness)

By:

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

Holly R. Carver
(Witness) Holly R. Carver

Catherine M. Krueger
(Title) Catherine M. Krueger Attorney-in-Fact

Surety Phone No. 800-338-0753



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Catherine M. Krueger

Principal: BSN Sports, LLC.

Bond Number: Bid Bond

Obligee: United City of Yorkville

Bond Amount: See Bond Form

Bond Description: Sports Uniform and Equipment

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of February, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Proposal found in the contract documents. The City will strictly hold the contractor to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the contractor.

10. **Error in Bids** – When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the contractor is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of contractor.
11. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the contractor cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
12. **Contractor Interested in More than One Bid** – Unless otherwise specified if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other contractors is not thereby disqualified from quoting prices to other contractors or from submitting a bid directly for the work, materials, or supplies.
13. **Contractor's qualifications** – No award will be made to any contractor who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e., responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The contractor shall furnish to the City all information and data the City may request for the purpose of investigation.
14. **Bid Award for All or Part** – Unless otherwise specified, bids shall be submitted for all of the work or items for which bids are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
15. **Samples** – Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the contractor within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
16. **Equipment or Materials** – Each contractor shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.
17. **RESERVED**
18. **Delivery** – Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor, with concurrence by the City, for

receipt of the materials. The materials must be delivered as directed per the details listed within the bid specifications. Truck deliveries will be accepted at the Parks and Recreation Facility between 8:30 AM and 4:30 PM, weekdays only.

19. **Estimated Bid Quantities** – On “Estimated Quantities,” the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item unless otherwise agreed upon.
20. **Trade Names – Alternative Bid** – When an item is identified in the specifications by a manufacturer’s or trade name or catalog number, the contractor shall bid upon the item so identified.

If the specifications state “or equal” bids on other items will be considered, provided the contractor clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Contractors desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications for the items offered. Contractors wishing to submit a secondary bid must submit it as an alternate bid.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

21. **Price** – Unit prices shall be shown for each unit on which there is a bid as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer’s Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful contractor with its tax exemption number.

Cash discounts will not be considered in determining overall price but may be used in an overall evaluation.

22. **Consideration of Bid** – No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The contractor, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

23. **Award or Rejection** – The City reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening. A contract will be awarded to the lowest responsible bid complying with the conditions of the contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.
24. **Execution of Contract** – The successful contractor shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the bid and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Contractors, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful contractor.

25. **RESERVED**
26. **Compliance with All Laws** – All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the bid or performance of the contract.
27. **RESERVED**
28. **RESERVED.**
29. **RESERVED.**
30. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his/her authorized agent.
31. **Notices** – All notices required by the contract shall be given in writing.
32. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Manager. Such assignment shall not relieve the Contractor from his obligations or change the terms of the contract.
33. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the

Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

34. **Insurance** – In submission of a bid, the contractor is certifying that he has all insurance coverages required by law or would normally be expected for contractor's type of business. In addition, the contractor is certifying that he has or will obtain at least the insurance coverages on the attached Insurance requirements.
35. **Default** – The City may terminate a contract by written notice of default to the Contractor if:
1. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 2. fails to make progress so as to endanger performance of the contract, or
 3. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

36. **Inspection** – The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.
37. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Contractor, the conditions stated in the specifications or supplementary conditions shall take precedence.
38. **Permits and Licenses** – The successful contractor and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.
39. **Contractor's Certification** – - In compliance with the Illinois State Law that requires each contractor to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes, the contractor shall file with its bid the attached Bid Proposal Certification.

40. **Change Orders** – After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the contractor must be the result of an approved change order first ordered by the Director of the lead department and approved by the City Administrator and/ or City Council.
41. **Time of Completion** – The successful contractor shall completely perform its bid in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the bid proposal.
42. **Payment** – Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents.
43. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful contractor and shall be delivered to the City before final payment on the contract is issued.
44. **Waiver of Lien** – where applicable a waiver of lien and contractor’s affidavit must be submitted by the successful contractor, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

UNITED CITY OF YORKVILLE, ILLINOIS
SPECIAL CONDITIONS

1. **Contractors Qualifications** - If requested, the interested Contractor must provide a detailed statement regarding the business and technical organization of the Contractor that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Contractor is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Contractors and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Contractor shall include a complete list of all equipment and manpower available to perform the work intended on the Plans and Specifications. The list of equipment and manpower must prove to the City that the Contractor is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract. The list shall be included with the sealed bid package.

The City may make such investigations as it deems necessary, and the Contractor shall furnish to the City under oath, if so required, all such information and data for this purpose as the City may request. A responsible Contractor is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
 - Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
 - Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
 - Has a satisfactory record of performance, integrity, judgment, and skills.
 - Is qualified and eligible to receive an award under all applicable laws and regulations.
2. **Basis of Payment** - The Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.
 3. **RESERVED.**
 4. **General Guarantee** - Neither the final certificate of payment nor any provision in the Contractor Documents, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the

work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Purchasing Manager, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

5. **RESERVED.**

6. **Termination of Contract** - The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the Board of Trustees of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

7. **RESERVED.**

8. **RESERVED.**

9. **RESERVED.**

10. **RESERVED.**

11. **RESERVED.**

12. **RESERVED.**

INSURANCE REQUIREMENTS

The Contractor shall provide satisfactory proof of commercial general liability, property damage, bodily injury, automobile liability, and workers compensation insurance, naming the United City of Yorkville, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis.

The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers', agent's, employees' negligence in the performance of services under this Agreement.

Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute	
Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence)
	\$3,000,000 (aggregate)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com, t: (212) 948-0519 526743--11-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Colony National Insurance Company</td> <td>34118</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D : Affiliated Fm Insurance Co</td> <td>10014</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Colony National Insurance Company	34118	INSURER B : Twin City Fire Insurance Co	29459	INSURER C : Evanston Insurance Company	35378	INSURER D : Affiliated Fm Insurance Co	10014	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** HOU-002199287-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			ARS5361056	05/01/2012	08/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			UEN KK 7181	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			XOMS396512	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 WE ZR 6814	08/01/2012	08/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Property			KJ816	06/01/2012	06/01/2013	100,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- SAMPLE -

CERTIFICATE HOLDER BSN Sports LLC 1901 Diplomat Urve Farmers Branch, TX 75234	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. William Hines
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SPECIFICATIONS AND PLANS

BSN SPORTS
PO BOX 7726
DALLAS, TEXAS 75209

I. General:

The specifications, described herein, are for athletic clothing (shirts, pants, caps, belts, and socks) and equipment for the participants of the United City of Yorkville Parks and Recreation Baseball and Softball leagues. The intent is to obtain equipment/clothing that best meets the needs and interests of the department with respect to appearance, quality, price, and availability.

- A. It is not the intention of these specifications to bar from consideration any manufacturer or distributor of the clothing listed.
- B. If an exemption is taken on these specifications, that exception must be cited and submitted, in writing, with the bid.
- C. It is the intent to award this bid by the best value for the United City of Yorkville based on the values listed by compliance to these specifications.
- D. The successful Contractor shall make available multiple sets of all garments in this bid and at least 2 representatives to assist in establishing sizes for all participants at the set sizing days listed in the schedule (page 18).
- E. The Contractor shall make available a qualified representative to visit the City, a minimum of 2 days a week, or as needed, for pick-up and delivery of merchandise, resolve sizing issues, etc.
- F. The successful contractor will maintain an adequate stock to allow for a 10- day delivery of at least 95% of all orders.
- G. The City reserves the right to inspect the successful contractor's facility prior to awarding the contract.
- H. In order to achieve standardization, it is the intent of the City to purchase the specified brands listed, if available, in these specifications.
- I. Detailed charges for oversize garments, if any, shall be submitted with the bid. These details need to include the size range the contractor considers oversize and charges for those items.
- J. Delivery of the order must be as follows:
 - a. Uniforms
 - i. Team Box (each box will contain (##) player packages and (3) coaches packages. If player package contains belt looped pants, belt must be included.
 1. Player Package
 - a. (1) hat
 - b. (1) shirt
 - c. (1) pant
 - d. (1) socks

2. Coach Package
 - a. (1) hat
 - b. (1) shirt
- b. Equipment
 - i. No packaging specifications needed

II. Specifications for Clothing:

Male and female participants will wear the clothing listed in this section. Companies submitting bids shall list the available sizes for each line item from the smallest to the largest. Male and female sizes and cuts required.

A. Baseball Uniform Shirts:

- a. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
 - i. The Yorkville Foxes logo will be silk screened white or black across the chest of each shirt.
 - ii. The Yorkville Parks and Recreation logo will be silk screened white or black applied to the left shoulder of each shirt.
 - iii. The listing of 20-30 sponsors, will be silk screened, in white or black applied to the upper back of each shirt.
 - iv. Will have numbers silk screened in white or black, centered, on the back, of each shirt.
 - I. Font: Cushing.
 - II. Size: 10.5" wide by 8.5" tall.
- b. Material
 - i. Polyester-based T-Shirt
 - ii. Shoulder to shoulder tape for durability
 - iii. Small shirts have a 28" length up to a 3XL with a 32" length
 - iv. Tag flat with a lay flat collar
 - v. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

B. Baseball Pants (drawstring):

- a. 90% polyester/10% spandex knit
- b. Stretch fabric with a brushed inside is great for mobility and comfort
- c. Moisture wicking technology
- d. Elastic waistband with interior drawstring
- e. Heat sealed label
- f. Double-needle hemmed bottom
- g. Sizes 22/24 have 30" Inseam; Sizes 26-30 have 32" Inseam, must have sizes up to 36.
- h. Color: Grey

C. Baseball Pants (belt loop):

- a. 90% polyester/10% spandex knit
- b. Moisture wicking technology
- c. Heat sealed label.
- d. Back, Single welt pockets.

- e. 7 belt loops
- f. Interior elastic waistband with two exterior snaps at center front
- g. Front fly with brass YKK zipper
- h. Reinforced Knee.
- i. Sizes 22/24 have 30" Inseam; Sizes 26-30 have 32" Inseam, must have sizes up to 36.
- j. Color: Grey.

D. Baseball Belts

- a. Adult 1.5" elastic belt with matching leather tabs
- b. Nickel plated buckle and slider
- c. Adjusts to fit waist sizes 24" - 46"
- d. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

E. Baseball Flex fit Caps:

- a. 62% cotton, 36% polyester, 2% spandex material
- b. Sturdy comfort stretch sweatband
- c. Sizing: XS (6 5/8-7), Sm/Med (7-7¼), Med/Lg (7¼-7 5/8).
- d. Bill: Flat
- e. Crown: Structured
- f. Baseball caps will have a "Y", embroidered in white

F. Baseball Regular Caps:

- a. 62% cotton, 36% polyester, 2% spandex material
- b. Sturdy comfort stretch sweatband
- c. Sizing: XS (6 5/8-7), Sm/Med (7-7¼), Med/Lg (7¼-7 5/8).
- d. Bill: Flat
- e. Crown: Structured
- f. Baseball caps will have a "Y", embroidered in white

G. Baseball Socks

- a. Knee high length
- b. Sizing: Youth (12-4), Intermediate (4.5-8.5), Adult (9-12).
- c. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

H. Softball Uniform Shirts:

- a. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
 - i. The Yorkville Foxes logo will be silk screened white or black across the chest of each shirt.
 - ii. The Yorkville Parks and Recreation logo will be silk screened white or black applied to the left shoulder of each shirt.
 - iii. The listing of 20-30 sponsors, will be silk screened, in white or black applied to the upper back of each shirt.
 - iv. Will have numbers silk screened in white or black, centered, on the back, of each shirt.
 - I. Font: Cushing.

II. Size: 10.5" wide by 8.5" tall.

- b. Material
 - i. Polyester-based T-Shirt
 - ii. Shoulder to shoulder tape for durability
 - iii. Small shirts have a 28" length up to a 3XL with a 32" length
 - iv. Tag less with a lay flat collar
 - v. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

I. Softball Knickers (drawstring):

- a. 90% polyester/10% spandex knit
- b. Stretch fabric with a brushed inside is great for mobility and comfort
- c. Moisture wicking technology
- d. Elastic waistband with interior drawstring
- e. Heat sealed label
- f. Double-needle hemmed bottom
- g. Sizes 22/24 have 30" Inseam; Sizes 26-30 have 32" Inseam (elastic must be below the knee)
- h. Color: Grey

J. Softball Knickers (belt loop):

- a. 90% polyester/10% spandex knit
- b. Moisture wicking technology
- c. Heat sealed label.
- d. Back pockets.
- e. 7 belt loops
- f. Interior elastic waistband with two exterior snaps at center front
- g. Front fly with brass YKK zipper
- h. Reinforced Knee.
- i. Non-elastic boot cut bottom
- j. Sizes 22/24 have 30" Inseam; Sizes 26-30 have 32" Inseam (elastic must be below the knee)
- k. Color: Grey.

K. Softball Fastpitch Knickers (Youth):

- a. 90% polyester/10% spandex knit
- b. Moisture wicking technology
- c. Heat sealed label.
- d. Back pockets.
- e. 7 belt loops
- f. Interior elastic waistband with two exterior snaps at center front
- g. Front fly with brass YKK zipper
- h. Reinforced Knee.
- i. Non-elastic boot cut bottom
- j. Example: Sizes 20 have 16" Inseam; Sizes 26 have 19" Inseam (elastic must be below the knee)
- k. Color: Grey.

- L. Softball Belts
 - a. Adult 1.5" elastic belt with matching leather tabs
 - b. Nickel plated buckle and slider
 - c. Adjusts to fit waist sizes 24" - 46"
 - d. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

- M. Softball Visors
 - a. Softball visors will have a "Y", embroidered in white
 - b. Headgear sweatband
 - c. Sizes: Specific women's fit. One Size Adjustable with Velcro Closure. One size fits most
 - d. Bill: Curved
 - e. Crown: Structured
 - f. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

- N. Softball Socks
 - a. Knee-high length
 - b. Sizing: Youth (12-4), Intermediate (6-10), Adult (10.5-13.5).
 - c. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

- O. Coaches Uniform
 - a. Shirts
 - i. Polyester-based t-shirts
 - ii. The Yorkville Foxes logo will be silk screened white or black across the chest of each shirt.
 - iii. The Yorkville Parks and Recreation logo will be silk screened white or black applied to the left shoulder of each shirt.
 - iv. The listing of 20-30 sponsors, will be silk screened, in white or black applied to the upper back of each shirt.
 - v. Small shirts have a 28" length up to a 3XL with a 32" length
 - vi. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey
 - b. Hats
 - i. Fitted hats with flex sizes
 - ii. Flex fit sizing: XS (6 5/8-7), Sm/Med (7-7 1/4), Med/Lg (7 1/4-7 5/8).
 - iii. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

- P. Equipment
 - a. Baseballs (white)
 - i. Safe-T Baseballs
 - ii. Baseballs (Standard)
 - b. Softballs (yellow)
 - i. 11-inch Standard
 - ii. 12-inch Standard
 - c. Catchers Set (Black)

- i. Youth T-Ball Sized Catchers Equipment Set
- ii. Youth Sized Catchers Equipment Set
- iii. Adult Sized Catchers Equipment Set
- d. Batting Helmets (Black)
 - i. Youth Batting Helmets
 - ii. Adult Batting Helmets

III. Shipping

If shipping is required, the orders shall be shipped, destination F.O.B., to:

United City of Yorkville
 Parks and Recreation Department
 201 West Hydraulic Street
 Yorkville, Illinois 60560

IV. References

Contractors shall submit, with the bid, a list of three references of paid customers currently using the contractor's services.

Each reference should include:

- Name & address for the department
- Contact person and telephone number
- Length of time the referenced department has been in the clothing

V. Schedule

Selection Process Steps	Estimated Date(s)
Park Board Approval to Release	January 10, 2019
City Council Approval to Release	January 22, 2019
Release of Invitation to Bid (ITB)	January 23, 2018
Final Date for Contractors to Submit Questions	February 3, 2019, at 9:00 AM
Proposals Due	February 13, 2019, at 9:00 AM
City Council Approval to Purchase	February 19, 2019
Sizing Meeting(s) at Yorkville High School	March 3, 2019
Order Placed Date	March 11, 2019
Order Received Date	April 12, 2019

- 1) YORKVILLE YOUTH TACKLE FOOTBALL 7 years
 DEREK ZOOK P.O. Box 764
 630 272-2329 YORKVILLE, IL 60560
- 2) GENSA - KINGSTON HIGH SCHOOL 8 years
 PHIL JERBI AD 980 PARK AVENUE
 815 784 5111 GENSA, IL 60135-1423
 pjerbi@GKSchools.org
- 3) YORKVILLE YOUTH BASEBALL / SOFTBALL ASSN 7 years
 BRIAN GIBB OR KERRY HYER 635 ANDREA COURT
 630 797-6918 or 630 800-5043 YORKVILLE, IL 60560

BID PROPOSAL

Note: The Contractor must complete all portions of this Bid Sheet

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: BSN SPORTS LLC
PO BOX 7726
DALLAS, TEXAS 75209

Contact Name: RYAN WOODS

Phone Number: 630-405-6398

Email: bsnbid@bsnsports or rwoods@bsnsports.com

Bid Details: Please contact Ryan Woods for all products on this proposal.

Item	Baseball Shirts <u>Badger C2 - 100% Poly</u>
Quantity	430
Unit Price	<u>9.75 EACH YXS - YXL - ADULT AYS - AYXL</u>
Total Price	<u>4,192.50</u>

Item	Baseball Pants (Drawstring) <u>ALLESON PULL ON PANTS AALL SDK2 YOUTH</u>
Quantity	192
Unit Price	<u>YOUTH \$5.25 (YXS - YXL) - ADULT \$9.00 (AS - AYXL)</u>
Total Price	<u>YOUTH 1008.00 EACH ADULT 1344.00</u>

Item	Baseball Pants (Belt Loop) <u>ALLESON ELASTIC LEG BOTTOMS OR W/OPEN BOTTOM</u>
Quantity	135 <u>YOUTH 12.25 (YXS - XL) ADULT 13.50 (SM - 3XL)</u>
Unit Price	<u>YOUTH \$10.75 (YXS - YXL) - ADULT 12.00 (AS - AYXL) W/ELASTIC BOTTOM opt B</u>
Total Price	<u>YOUTH 1451.25 EACH ADULT 1620.00</u>

Item	Baseball Belts <u>BSN ELASTIC ATHLETIC BELTS 1172577</u>
Quantity	135
Unit Price	<u>1.75 EACH</u>
Total Price	<u>236.25</u>

Item	Baseball Socks <u>TWIN CITY C205 JUNIOR SM 1-5</u>
Quantity	327 <u>C204 YOUTH M/B/D 5-9</u>
Unit Price	<u>2.05 pair / 24.6002 C20V Varsity/ADULT 9-13</u>
Total Price	<u>688.80 TOTAL FOR 336 pairs @ 28.02</u>

Item	Baseball Caps (Regular) <u>OUTDOOR CAP GL-271 ADJUSTABLE (Velo)</u>
Quantity	350 <u>W 2 COLOR "Y" ATHLETIC BLOCK</u>
Unit Price	<u>6.25 EACH</u>
Total Price	<u>2,187.50</u>

Sold in dozen only

BID PROPOSAL (continued)

BSN SPORTS
PO BOX 7726
DALLAS, TEXAS 75209

Item	Baseball Caps (Flex Fit) <i>OUT DOOR CAP # MWS 25 FLEX FIT PATELA MESH</i>
Quantity	80 <i>W 2 color "Y" Athletic Block (XS-S, S-M, M-L, L-XL)</i>
Unit Price	9.75 EACH
Total Price	780.00

Item	Softball Shirts <i>BADGER C2 - 100% options youth cut</i>
Quantity	150 <i>MEN'S CUT</i>
Unit Price	9.75 EACH <i>WOMEN'S CUT</i>
Total Price	1462.50

Item	Softball Knickers (drawstring) <i>ALLESOW PULL ON PANTS (NOT KNICKERS)</i> <i>SAMS AS BOTS</i>
Quantity	70
Unit Price	<i>YOUTH 5.25 (YXS-YXL) ADULT 7.00 (AS-AXL)</i>
Total Price	<i>YOUTH 367.50 EACH ADULT 490.00 EACH</i>

Item	Softball Knickers (belt loop) <i>ALLESOW SB KNICKER W/BELT LOOP ADULT GOS</i> <i>PKNW KNICKER ENSEMBL</i>
Quantity	80 <i>WXS - WXL</i> <i>OPTION B ALLESOW SB PANT W/ LOOP ADULT</i> <i>YS 16.5" SM 17" MM 17.5" L 18" XL 18.5"</i>
Unit Price	12.35 EACH <i>TRADITIONAL # 11.65 EA / 932.00</i>
Total Price	988.00

Item	Softball Knickers (Youth) <i>ALLESOW SB KNICKER W/BELT LOOP Youth</i>
Quantity	75 <i>GSM - GAL</i> <i>GOSPKNG</i>
Unit Price	11.25
Total Price	843.75

Item	Softball Belts <i>BSN SPORTS ATHLETIC BELTS 1172577</i>
Quantity	80
Unit Price	1.75 EACH
Total Price	140.00

Item	Softball Socks <i>TWIN CITY C205 (JUNIOR SM) 1-5</i> <i>site</i>
Quantity	150 <i>C204 (YOUTH-MED) 5-9</i>
Unit Price	2.05 PAIR / 246002 <i>C204 (LUMINOUS LG) 9-13</i>
Total Price	319.80 <i>total for 156 pr / 13 dozen</i>

Item	Softball Visors <i>OUTDOOR CAP # PCTV-100</i>
Quantity	150 <i>W 2 color "Y" Athletic Block</i>
Unit Price	6.55 EACH
Total Price	982.50

Item	Coaches Shirts <i>BADGER C2 100% Poly</i>
Quantity	125 <i>AXS - AXL</i>
Unit Price	8.35 EACH
Total Price	1043.75

SOLD IN DZ ONLY

BID PROPOSAL (continued)

Item	Coaches Caps (Flex Fit) <i>OUTDOOR CAP # MWS-25 FLEX FIT PROTECA MESH</i>
Quantity	125 <i>W/ 2 color "Y" Athletic Block</i>
Unit Price	<i>9.75 EACH</i> <i>option B w/ face #10.55 EACH / 1356.25</i>
Total Price	<i>1218.75</i>

Item	Baseballs (Safe-T Baseballs, white) <i>BSN Sports - MacGregor SAFE SOFT</i>
Quantity	20 dozen <i>MACGREGOR MCB56T BX</i> <i>opt. A. SAFE/SOFT - LEVEL 5</i>
Unit Price	<i>14.50 dozen</i> <i>(Ages 8-12) MCB55V05 29.95 dozen</i>
Total Price	<i>290.00</i> <i>opt. B. SAFE/SOFT - LEVEL 1</i> <i>(Ages 5-7) MCB55V01 29.95 dozen</i>

Item	Baseballs (standard, white)
Quantity	50 dozen <i>BSN Sports - MARKI BSOLB</i>
Unit Price	<i>26.75 dozen</i>
Total Price	<i>1,337.50</i>

Item	Softballs (11 inch, yellow) <i>(B) LEATHER COVER MCB511YL</i>
Quantity	25 dozen <i>(A) SYNTHETIC COVER 1184761</i>
Unit Price	<i>31.75 Dozen</i>
Total Price	<i>793.75</i>

Item	Softballs (12 inch, yellow) <i>(B) LEATHER COVER MCB512YL</i>
Quantity	25 dozen <i>(A) SYNTHETIC COVER 1280548</i>
Unit Price	<i>32.00 Dozen</i>
Total Price	<i>800.00</i>

Item	Catchers Set (Youth T-ball) <i>Champs CM 3 Helmet set youth 6-9 yrs old</i>
Quantity	3 <i>6-7 HEAD</i>
Unit Price	<i>82.00 set</i> <i>13 1/2 CHEST</i>
Total Price	<i>246.00</i> <i>12" LEG</i>

Item	Catchers Set (Youth) <i>Champs CM 3 HELMET SET youth 9-12 yrs old</i>
Quantity	5 <i>6-7 HEAD</i>
Unit Price	<i>85.00 set</i> <i>15 1/2 CHEST</i>
Total Price	<i>425.00</i> <i>13 1/2 LEG</i>

Item	Catchers Set (Adult) <i>MacGregor Prep Set 1186864 - Ages 12-15</i>
Quantity	5 <i>7-7 3/4 HEAD</i>
Unit Price	<i>118.00 set</i> <i>17" CHEST</i>
Total Price	<i>590.00</i> <i>Double knee 11" shin</i>

Item	Batting Helmets (Youth) - <i>BSN Sports RAWLINGS 1383944 HELMET ONLY</i>
Quantity	30 <i>BLACK</i>
Unit Price	<i>15.00 EACH</i>
Total Price	<i>450.00</i>

option B. 1383946 HELMET w/ FACE GUARD RAWLINGS

24.00 EACH / 720.00

BID PROPOSAL (continued)

Item	Batting Helmets (Adult)	BSN Sports / Rawlins Youth 6 1/2 - 7 1/2 "
Quantity	30	1383945 Helmet only
Unit Price	15.00	
Total Price	450.00	

Grand Total	\$ 26,747.10 - (Does NOT INCLUDE OPTION B CAM)
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Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

YES

NO

Will you be utilizing a subcontractor?

If yes, have you included all required information with your bid submittal?

OR

NO BID – Keep our company on your Contractors List

Signature

Date

NO BID – Remove our company from Your Contractors List

Signature

Date

BID PROPOSAL (continued)

BSN SPORTS
PO BOX 7726
DALLAS, TEXAS 75209

The undersigned contractor;

A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and

D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and

E. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and

F. Agrees to provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and

G. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

BSN SPORTS PO BOX 7726		02/07/2019	
Contractor's Firm Name	DALLAS, TEXAS 75209	Date	CRAIG MOSTAFFA
			Bid Specialist
			cmostaffa@bsnsports.com
Craig A Mostaffa			
Signed Name and Title		Print Name and Title	

Street Address	City	State	Zip
800 527 7510			800 365 7653
Phone Number		Fax Number	

bsnbid@bsnsports.com

Email Address

TERMS: NET 30 DAY

DELIVERY 2-30 DAYS AW

PRICES FIRM Through 12/31/2019

F.O.B. DESTINATION ONLY

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

UNIFORMS WOULD BE PACKAGED BY TEAM, NOT PLAYER

FILL INS / REPLACEMENT JERSEY TO BE PRICED SEPARATELY - AS NEEDED

SAMPLES WILL BE PROVIDED ON MARCH 30th 2019 } THESE EXCEPTIONS OKAY

PP 13 - E Representative will email and phone } PER TYLER NELSON
630-553-4357

**UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this _____ day of _____, 2019, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “*Owner*” and _____ located at _____ hereinafter called the “*Contractor*”.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials necessary to complete the work specified in the Invitation To Bid – Sports Uniforms and Equipment;

WHEREAS, the Owner has found that the Contractor is the lowest responsible bidder for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Sports Uniform and Equipment proposal in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Contractors – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the “*Contract Documents*”.
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

OWNER: UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

City Clerk

CONTRACTOR:

By: Craig A. Mostaffa
Signature

**CRAIG MOSTAFFA
Bid Specialist**

Attest:

Print Name and Title

cmostaffa@bsnsports.com

EXHIBIT A

BSN SPORTS
PO BOX 7726
DALLAS, TEXAS 75209



YORKVILLE
FOXES



YORKVILLE
PARKS & RECREATION

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, ACCEPTING BSN SPORTS, LLC’S BID TO PROVIDE 2019 YOUTH BASEBALL & SOFTBALL LEAGUE UNIFORMS AND EQUIPMENT

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

WHEREAS, the City has previously advertised for bids on January 17, 2019 for sports uniforms and equipment and received three (3) bids; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the Mayor and City Council of the City have determined that BSN Sports, LLC, a Delaware limited liability company, is the lowest responsible bidder.

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

Section 1. That the bid submitted by BSN Sports, LLC is hereby accepted and the Mayor and City Clerk are hereby authorized and directed to execute the contract between the City and BSN Sports, LLC as attached hereto and made a part hereof as Exhibit A.

Section 2. 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. 2019.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this ____ day of _____, A.D. 2019.

MAYOR

Attest:

CITY CLERK



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2019-10

Agenda Item Summary Memo

Title: Invitation to Bid the Sale of a City Vehicle

Meeting and Date: City Council – February 26, 2019

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Carri Parker, Purchasing Manager
CC: Rich Hart, Police Chief
Date: February 26, 2019
Subject: Invitation to Bid the Sale of a City Vehicle

Summary

Approval to accept the sealed bid for the 2013 Chevrolet Tahoe.

Background

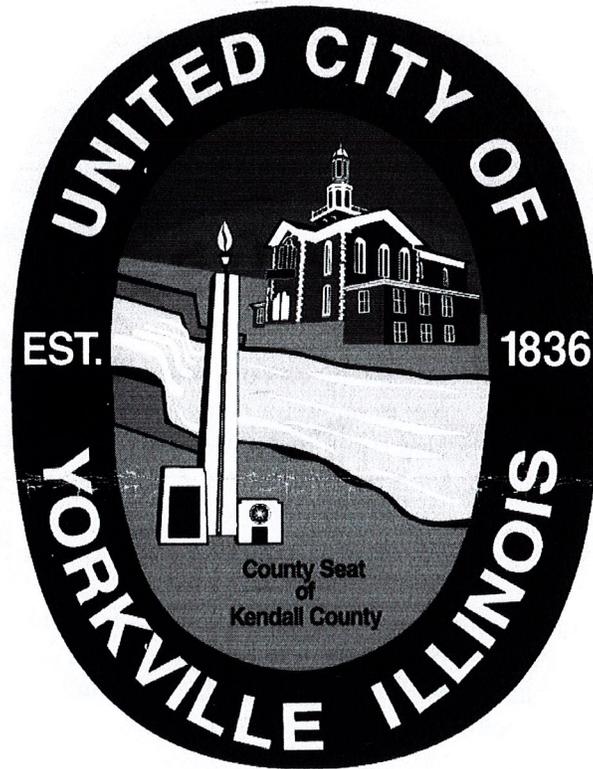
On May 24, 2018, the City Council approved an authorization for Staff to dispose of one (1) police department owned squad car through the sealed bid process. Purchasing Manager Parker released an Invitation to Bid on February 4, 2019 with a public opening on February 19, 2019. Only one sealed bid was received by Yousef Dabbagh in the amount of \$6,068.00.

Recommendation

Staff recommends the approval to accept the sealed bid from Mr. Dabbagh in the amount of \$6,068.00, and requests the Mayor sign the title on behalf of the City.

Attachments

- Invitation to Bid the Sale of a City Vehicle
- Bill of Sale
- Secretary of State Report of Sale Form



**INVITATION TO BID
ON THE SALE OF A CITY VEHICLE**

**Deadline: Tuesday, February 19, 2019
11:00 a.m. Local Time**

Yousef Dabbagh
2438 Fen View Circle
Island Lake, IL 60042

Telephone 773 715 3673,
email: ydabba2@yahoo.com

**LEGAL NOTICE
INVITATION FOR BID**

The United City of Yorkville, Illinois will accept sealed bids for a City Vehicle.

Sealed bids will be received at the address listed below until **Tuesday, February 19, 2019, at 11:00 a.m. local time**. Bids will be publicly opened and read aloud at this time.

All proposals should be addressed to:

United City of Yorkville
Re: (Contractor name)
Sealed Bid for City Vehicle
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Bid packets are available online at <http://www.yorkville.il.us>. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

A pre-bid meeting to view the vehicle for sale will be held on Wednesday, February 13, 2019 at 1:00 pm local time (weather permitting) at 800 Game Farm Road, Yorkville, IL 60560.

Any questions or interpretation request regarding this Legal Notice or actual bid specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us, not less than ten (10) business days prior to the scheduled bid opening date.

The contractor shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker
Purchasing Manager

Yousef Dabbagh
2438 Fen View Circle
Island Lake, IL 60042

Telephone 773 715 3673,
email: ydabba2@yahoo.com

Bayridge Motors
Bid on 2013 Chevy Tahoe
= \$ 6068.00

SPECIFICATIONS

VIN#: 1GNLC2E04DR337658
MAKE: Chevrolet
MODEL: Tahoe Police
YEAR: 2013
ENGINE TYPE: 5.3 L, 8 cylinders
BODY: Truck
STYLE: Sport Utility Vehicle
FUEL: Flexible
MILEAGE: 99,640

PRE-BID MEETING

The United City of Yorkville will hold a pre-bid meeting to view the vehicle for sale. This meeting will be held on Wednesday, February 13, 2019 at 1:00 p.m. local time (Weather Permitting) at 800 Game Farm Road, Yorkville, IL 60560.

Yousef Dabbagh
2438 Fen View Circle
Island Lake, IL 60042

Telephone 773 715 3673
email: ydabba2@yahoo.com

Bayridge Motors

*Bid on Chevy Tahoe
Bid = \$ 6068.00*

GENERAL CONDITIONS

The City is seeking sealed bids for the purchase of a City Vehicle. Bidders are required to:

1. Submit a sealed bid, in an envelope marked "City Vehicle Sealed Bid". Bids must be delivered to the United City of Yorkville, attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560 no later than 11:00 am local time on Tuesday, February 19, 2019. No bids received after that date and time will be accepted. Bids will be opened at this time and read out loud.
2. Submission of a bid constitutes acceptance of all terms of this Solicitation, without exception. Bids that reference exceptions to these terms may be rejected by the City.
3. All bids must be a minimum of \$5,000.00, in US dollars.
4. The vehicles are sold on an "as is, where is" basis to the highest bidder. The high bidder must make arrangements for pick up and removal of vehicle(s) at City Hall. Award shall be made to the highest bidder on a per item or total cost basis.
5. The City reserves the right to review all bids and determine which bid is in the best interests of the City. The City reserves the right to waive bidding, to reject any or all bids, or to contract directly with any party in its sole discretion. The City reserves the right to require strict conformity to these specifications, or to waive any irregularity, in its absolute and sole discretion.
6. All bids shall be accompanied by a certified check in an amount not less than 100% of the total bid price. The certified check of the successful bidder will be retained by the City and applied towards the purchase price. In the event that the successful bidder fails to close on the sale of the vehicle for any reason following bid opening, the bid deposit shall be forfeit to the City as liquidated damages to cover the City's costs of advertisement and conduct of the bid process. The certified check(s) of all unsuccessful bidders will be returned after the selection of the successful bidder by the City Administrator.
7. Once approved, the successful bidder may be required to execute a bill of sale and a contract acknowledging these terms in writing, at the City's discretion.
8. The successful bidder shall remove the vehicle from the City premises within two weeks of acceptance of the bidders offer.

Yousef Dabbagh
2438 Fen View Circle
Island Lake, IL 60042

Bayridge Motors

Telephone 773 715 3673,
email: ydabbag2@yahoo.com

Bid on 2013 Chevy Tahoe

Bid = \$ 6068.00



Seller's Report of Sale

This space for use by
Secretary of State.

**Secretary of State
Vehicle Services Department
Record Inquiry Section
501 S. Second St., Rm. 408
Springfield, IL 62756**

www.cyberdriveillinois.com

When you sell and/or release interest in a vehicle that is titled and/or registered in the State of Illinois, this form must be immediately completed and mailed to the Secretary of State Vehicle Services Department to ensure that your responsibility for the vehicle is released.

Completion of this form does not satisfy the transfer of ownership requirements set forth in the Illinois Compiled Statutes. Illinois law requires the owner of a vehicle to complete and sign the Assignment of Title section on the Certificate of Title to the buyer who must then apply to the Vehicle Services Department.

Date of Sale _____

Vehicle Year _____ Vehicle Make _____

Vehicle Identification Number (VIN) _____

Name of Seller _____

Address of Seller _____

City _____ State _____ ZIP _____

Name of Buyer _____

Address of Buyer _____

City _____ State _____ ZIP _____

Mail To: Secretary of State
Vehicle Services Department
Record Inquiry Division
501 S. Second St., Rm. 408
Springfield, IL 62756

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States of America.

Executed on _____
Date Signature of Seller

Printed Name of Seller



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2019-11

Agenda Item Summary Memo

Title: Ordinance Authorizing the Issuance of SSA 2003-101 (Windett Ridge) Refunding Bonds

Meeting and Date: City Council – February 26, 2019

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: CC – 02/12/19 Action Taken: Engagement of Underwriter – D.A. Davidson & Co.

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: February 20, 2019
Subject: Windett Ridge SSA – 2019 Refunding Bond

Summary

Overview of the procedures necessary to refund the 2003 Windett Ridge (2003-101) Special Service Area (SSA) bonds.

Background

The Windett Ridge SSA (2003-101) was originally developed by Wiseman Hughes and consists of approximately 170 acres of land located east of the IL Route 47 and Legion Road intersection, a few miles south of IL Route 71. The development was initially planned to consist of 277 single-family homes and approximately 6 acres of commercial development.

Recently the financial services firm, D.A. Davidson Company, has made a proposal to staff to refinance the bonds associated with the Windett Ridge special service area. As shown on the attached proposal from D.A. Davidson (Exhibit A), current principal outstanding for the existing Windett Ridge SSA bonds is \$4.953 million, with an annual coupon rate of 6.875%. D.A. Davidson proposes to issue refunding bonds in the amount of \$5.180 million, with an annual coupon rate of 4.875%. Based on the projected variances between existing and proposed debt service amounts (Exhibit A), the refinancing of the existing SSA bond would yield nominal savings of approximately \$642,994 over the remaining life of the issuance. Average nominal yearly savings to homeowners in the Windett Ridge SSA is currently projected at \$191.

Should Council choose to pursue this refunding, the process to do so would be as follows:

- **Feb 12th Council Meeting (COMPLETED)** – authorize, via motion, staff to enter into an engagement letter with D.A. Davidson & Company. This letter is required by the Municipal Securities Rulemaking Board (MSRB) and is primarily composed of four parts: states that the City intends (but is not obligated) to engage D.A. Davidson to serve as underwriter for the potential refunding of the Windett Ridge SSA bonds; defines the nature of the relationship between the underwriter and the City; identifies any actual or potential conflicts (no conflicts reported); and makes additional disclosures regarding underwriter compensation (maximum is set at 1.5% of the proposed principal amount of \$5.18 million or \$77,700 – to be paid from the refunding bond proceeds).
- **Feb 26th Council Meeting** – approve the parameters ordinance (i.e. bond ordinance – Exhibit B), which would establish the maximum amount of principal (\$5.7 million) to be refunded and authorize the Mayor to execute the Bond Purchase Agreement (BPA); presently scheduled for March 12th.

Assuming passage of the bond ordinance on February 26th, the proposed refunding bonds are currently expected to close on March 21st, the proceeds of which would be used to redeem the 2003 Windett Ridge SSA bonds in April. The residents of the Windett Ridge subdivision would start to see their SSA taxes reduced beginning in 2020 (i.e. 2019 tax levy).

Recommendation

Due to the savings in interest expense, it is the recommendation of staff that the City finalize the refinancing of the Windett Ridge SSA bonds, by authorizing the attached bond ordinance.

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

ORDINANCE NUMBER _____

AN ORDINANCE PROVIDING FOR ISSUANCE OF
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 2003-101 (WINDETT RIDGE PROJECT)
SPECIAL TAX REFUNDING BONDS, SERIES 2019

ADOPTED BY THE
CITY COUNCIL
OF THE
UNITED CITY OF YORKVILLE
KENDALL COUNTY
STATE OF ILLINOIS

The ____ day of February, 2019

Published in pamphlet form by authority of the City Council of the United City of Yorkville,
Kendall County, Illinois this ____ day of February, 2019.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ISSUANCE OF
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 2003-101 (WINDETT RIDGE PROJECT)
SPECIAL TAX REFUNDING BONDS, SERIES 2019

BE IT ORDAINED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Findings and Declarations. It is found and declared by the City Council of the United City of Yorkville, Kendall County, Illinois (the “City”) as follows:

a. The City has previously established Special Service Area Number 2003-101 described more fully in Exhibit A to this Ordinance pursuant to Ordinance Number 2003-56 adopted on August 12, 2003 (the “Establishing Ordinance”), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the “Special Service Area Act”) and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the City to provide special services benefiting Special Service Area Number 2003-101 (the “Special Service Area”) consisting of the acquisition, construction and installation of public improvements including, but not limited to engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, equestrian paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs (the “Special Services”).

c. The City previously issued \$6,900,000 principal amount of its Special Service Area Number 2003-101 Special Tax Bonds, Series 2003 (Windett Ridge Project) (the “Prior Bonds”) for the purpose of paying a portion of the costs of the Special Services.

d. In order to achieve debt service savings, it is in the best interests of the City to refund all of the Prior Bonds.

e. The City does not have sufficient funds on hand or available from other sources with which to pay the costs associated with refunding the Prior Bonds.

f. It is in the best interests of the City to issue an aggregate principal amount of not to exceed \$5,700,000 of its Special Service Area Number 2003-101 (Windett

Ridge Project) Special Tax Refunding Bonds, Series 2019 (the “Bonds”) as provided in this Ordinance and the Bond Order as defined in Section 2 hereof, to (i) pay or provide funds to refund all of the Prior Bonds, (ii) fund any necessary reserve funds, (iii) pay the insurance premium for the Bonds, if insured and (iv) pay the costs associated with the issuance of the Bonds and the refunding of the Prior Bonds.

g. The City expects that the aggregate payments of principal of and interest on the Bonds will be less than the aggregate payments of principal of and interest on the Outstanding Prior Bonds.

h. The notice and hearing requirements set forth in Section 27-45 of the Special Service Area Act do not apply to the Bonds because the interest rate on the Bonds and the maximum period of time over which the Bonds will be retired will not be greater than that set forth in the notices for the Prior Bonds. In addition, the debt service on the Bonds will not exceed the debt service to be paid over the remaining duration of the Prior Bonds and the amount needed to fund the Special Reserve, and the Administrative Expense Fund.

i. After due publication of a notice as required by the Special Service Area Act, a public hearing to consider the establishment of the Special Service Area, the issuance of the Prior Bonds for the purpose of paying the costs of the Special Services and the manner in which the Prior Bonds were proposed to be retired and the proposed tax levies, was held in accordance with law. No objection petitions were filed with respect to the establishment of the Special Service Area or the issuance of the Prior Bonds within the period of time allowed pursuant to the Special Service Area Act.

Section 2. Issuance of Bonds. The City shall borrow the sum of not to exceed \$5,700,000 by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated “United City of Yorkville, Kendall County, Illinois Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019,” and shall be issued for the purpose of providing a portion of the funds needed for refunding all of the Prior Bonds which Prior Bonds were issued to provide funds needed to pay the Costs of the Special Services. The Bonds shall be issued pursuant to the powers of the City pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (the “Debt Act”).

The Mayor is hereby authorized and directed to establish the final terms of the Bonds as set forth in the City’s Bond Order to be executed by the Mayor and attested by the City Clerk (the “Bond Order”), but only within the parameters or on such terms as set forth in Section 4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the City. The Bonds shall be issued in such principal amounts, and shall mature on such dates and bear interest at such rates and be subject to redemption as set forth in the Bond Order.

Section 3. Approval of Documents. There have been submitted to the City Council forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the “Indenture”) between the City and Amalgamated Bank of Chicago, as Trustee, to be dated as of March 1, 2019, which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Bond Purchase Agreement (the “Bond Purchase Agreement”) between the City and D.A. Davidson & Co., as Underwriter (the “Underwriter”) to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the City, which form of Bond Purchase Agreement is attached as Exhibit C to this Ordinance;

c. a form of the preliminary Limited Offering Memorandum (the “Official Statement”) used by the Underwriter in its initial offering of the Bonds, which form of Official Statement is attached as Exhibit D to this Ordinance; and

d. a form of the Continuing Disclosure Agreement by and between the City and Amalgamated Bank of Chicago, which form of agreement is attached as Exhibit E to this Ordinance.

Such documents are approved as to form and substance and the Mayor and the City Clerk of the City are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the City in the forms submitted with such additions, deletions and completions of the same (including the establishment of the terms of the Bonds within the parameters set forth in this Ordinance) as the Mayor and the City Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the City, as provided herein, each such document will be binding on the City; from and after the execution and delivery of each such document, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the City, and shall be available for public inspection at the office of the City Clerk. Either the Mayor or the City Clerk is authorized and directed, subject to the terms of the Bond Purchase Agreement as executed, to execute the final Official Statement in substantially the form of the preliminary Official Statement presented hereto with such changes, additions or deletions as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other matters. The Mayor and the City Clerk are authorized to obtain a Bond Insurance Policy insuring the payment of principal of and interest on the Bonds when due (the “Policy”) from a bond insurer (a “Bond Insurer”) and to execute a commitment in favor of the Bond Insurer in connection with the Policy if the Mayor determines such Policy to be beneficial in connection with the sale of the Bonds. The Mayor and City Clerk are hereby authorized on behalf of the City, to make such customary covenants and agreements with the Bond Insurer as are not inconsistent with the terms of this Ordinance and as may be required by the Bond Insurer to issue its Policy.

Section 4. Bond Terms; Bond Order. The Bonds shall be issued as provided in the Indenture and shall be issued in the principal amount of not to exceed \$5,700,000, shall be dated, shall mature, shall bear interest at the rates (not to exceed in any year seven percent (7%) per annum) and shall be subject to redemption at the times and prices as set forth in the Indenture,

and shall be sold to the Underwriter at a purchase price of not less than 98% of the principal amount of the Bonds (exclusive of any original issue discount or premium) with an aggregate original issue discount or premium of not to exceed 10% of the principal amount of the Bonds, all as set forth in the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk shall evidence their approval of the terms of the Bonds set forth above. The Bond Order shall specify the principal amount of the Bonds, the date of the Bonds, the interest rate on the Bonds, the redemption provisions of the Bonds, the purchase price of the Bonds, the identity of any Bond Insurer, if any, and the final form of any commitment to provide the bond insurance Policy and may include such other terms as are deemed necessary to provide for the sale of the Bonds which are not inconsistent with this Ordinance. The Bond Order shall also provide for the abatement of any special taxes levied for the Prior Bonds to be refunded. The execution and delivery of the Bond Order, the Bond Purchase Agreement and the Indenture by the Mayor and the City Clerk shall evidence their approval of the terms of the Bonds set forth above.

Section 5. Execution and Delivery of Bonds. The Mayor and the City Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed to it (or a facsimile of that seal printed on it). The Mayor and the City Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Tax; Pledge. The Bonds shall constitute limited obligations of the City, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the City and neither the full faith and credit nor the unlimited taxing power of the City shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Area in accordance with the Special Tax Roll and Report (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds (as defined in the Indenture) at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds and any indebtedness issued to refund the Bonds for each year at the interest rates to be set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the City and Kendall County, if any, for each year and to fund and replenish any reserve fund created and established pursuant to the Indenture including specifically the following amounts for the following years (the “Special Taxes”):

<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>
2019	\$583,680
2020	592,320
2021	601,200
2022	610,320
2023	619,440
2024	628,800
2025	638,160
2026	647,760
2027	657,360
2028	667,200
2029	677,280
2030	687,360
2031	697,680

Pursuant to the Special Tax Roll established by the Special Tax Roll and Report prepared by David Taussig and Associates for the Special Service Area (the “Special Tax Roll and Report”), the Special Taxes shall be computed, extended and collected and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll and Report. It shall be the duty of the City and the City hereby covenants, annually on or before the last Tuesday of December for each of the years 2019 through 2031 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the Special Tax Requirement (as defined in the Indenture); to amend the Special Tax Roll pursuant to Section VI.E. of the Special Tax Roll and Report; to adopt an ordinance approving the amount of the current calendar year’s Special Tax Requirement and abating the Special Taxes levied pursuant to this Ordinance to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Consultant pursuant to the Establishing Ordinance and the Special Tax Roll and Report; and provide the County tax collector of Kendall County the amended Special Tax Roll. On or before the last Tuesday of January for each of the years 2020 through 2032 the City shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The City shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement of such taxes as provided by law but only as set forth in Section 7(a) below.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in Section 6.1 of the Indenture.

Section 7. Special Covenants. The City covenants with the holders of the Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds, amounts held under the Indenture or any other funds of the City which would result in making interest on the Bonds subject to federal income taxes by reason of causing the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds. The Mayor, the City Clerk, the City Treasurer and other Authorized Officers of the City are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds shall not constitute arbitrage bonds as so defined.

The City further covenants with the holders of the Bonds from time to time outstanding that:

- a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinance, including enforcement of the Special Taxes by providing the County of Kendall with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector’s annual tax sale and in the event the tax lien is forfeited at such tax sale upon request of any Bond Insurer or a majority of the Bondholders by assigning to the Trustee its right to institute foreclosure proceedings, and/or assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City or the Trustee, as applicable, makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding;

b. it will not take any action which would adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by the Special Tax Roll and Report and to release the lien on a parcel upon prepayment of the Special Tax for such parcel as described in the Indenture and as provided in this Ordinance; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the City shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes as described in paragraph (a) above.

Promptly following the date of issuance of the Bonds, the City shall file with the County an Ordinance abating the Special Taxes levied for the Prior Bonds pursuant to the bond ordinance adopted for the Prior Bonds for the levy years as specified in the Bond Order.

Section 8. Additional Authority. The Mayor, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bond and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. Amounts on deposit in the funds and accounts created for the Prior Bonds may be applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund established for the Prior Bonds, may be transferred to the Bond and Interest Fund or any reserve fund created for the Bonds to the extent not needed to defease the Prior Bonds as provided in the Bond Order.

The Prior Bonds to be refunded shall be called for redemption on the earliest date for which notice of redemption may be provided in accordance with the Trust Indenture of the City pursuant to which the Prior Bonds were authorized (the "Prior Indenture") and as specified in the Bond Order, at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date. Such redemption shall be conducted in accordance with the provisions of the Prior Indenture.

Section 10. Bank Qualified. The City represents that the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, as defined in Section 141 of the Code) which will be issued by the City and all subordinate entities of the City during calendar year 2019 will not exceed \$10,000,000. The City intends that the Bonds qualify as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Code and designates the Bonds for such purpose. The Village and all subordinate entities of the City have not so designated any other obligations for such purpose during calendar year 2019.

Section 11. Filing of Ordinance. The City Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kendall County.

Section 12. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 13. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The City Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS this ____ day of _____, 2019.

VOTING AYE: _____
VOTING NAY: _____
ABSENT: _____
ABSTAINED: _____
NOT VOTING: _____

APPROVED:

Mayor

ATTEST:

City Clerk

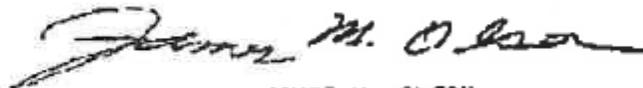
Exhibit A

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBER 2003-101

State of Illinois:
:SS
County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Registered Land Surveyors, have surveyed that part of Section 9, Township 36 North Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 9; thence southerly along the West Line of said Northwest Quarter, 569.20 feet to the center line of Illinois State Route No. 47; thence South 35°00'00" East, along said center line, 1062.70 feet to the southernmost corner of a tract described in a Warranty Deed from Edna Halbesma to Hannah Geiger recorded in Book 115 at Page 241 on December 27, 1957; thence South 35°00'00" East, along said center line, 323.02 feet; thence North 56°20'00" East, 755.43 feet; thence North 49°30'57" East, 525.07 feet to the southwesterly line, as occupied, of the Oak Hill Farm as shown in a plat recorded in Plat Book 5 on Page 16 (now "Slot 303") for the point of beginning; thence South 49°38'57" West, 525.07; thence South 56°20'00" West, 755.43 feet to said center line; thence South 35°00'00" East, along said center line, 484.85 feet to its intersection with the center line of Legion Road; thence South 35°00'00" East, along said Illinois State Route No. 47 center line and said center line extended, 1925.22 feet; thence South 16°45'00" East, 126.93 feet to the line of a fence extended from the east; thence North 88°15'14" East along said fence line and its extension, 3115.46 feet to a point on the East Line of the Southeast Quarter of said Section 9, which is 1533.84 feet measured along said East Line northerly of the Southeast Corner of said Southeast Quarter; thence North 00°02'46" West, along said East Line, 445.77 feet to a limestone monument at the southeasterly corner of said Oak Hill Farm; thence North 52°55'31" West, along the southwesterly line, as occupied, of said Oak Hill Farm, 3591.35 feet; thence North 16°53'04" West, along said southwesterly line, as occupied, 655.46 feet to the point of beginning (excepting therefrom the 50 foot wide right-of-way conveyed to the Fox and Illinois Union Railway Company recorded in Deed Record 66 at Page 287) all in Kendall Township, Kendall County, Illinois and containing 163.522 acres as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois January 17, 1990



JAMES M. OLSON
Illinois Registered Land Surveyor No. 2253
JAMES M. OLSON ASSOCIATES, LTD.
107 West Madison Street
Yorkville, Illinois 60560
(708)553-0050

Exhibit B

Trust Indenture

TRUST INDENTURE

between

UNITED CITY OF YORKVILLE, ILLINOIS

and

**AMALGAMATED BANK OF CHICAGO
as Trustee**

Dated as of _____ 1, 2019

**UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 2003-101 (WINDETT RIDGE PROJECT)
SPECIAL TAX REFUNDING BONDS, SERIES 2019**

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”) is made and entered into as of _____ 1, 2019, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the “City”), and Amalgamated Bank of Chicago, Chicago, Illinois, a state banking corporation, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, by Ordinance No. 2003-56 adopted at a meeting held on August 12, 2003, the City has established the “United City of Yorkville Special Service Area Number 2003-101” as further described in Exhibit A to this Indenture (the “Special Service Area Number 2003-101”); and

WHEREAS, pursuant to Ordinance No. 2003-57 adopted at a meeting commenced and finally adjourned on August 12, 2003 and pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the “Special Service Area Act”) it was determined in the best interests of the City to issue \$6,900,000 principal amount of the United City of Yorkville Special Service Area Number 2003-101, Special Tax Bonds, Series 2003 (Windett Ridge Project) (the “Prior Bonds”) for the purpose of providing a portion of the funds needed for costs of the Special Services (as defined below) within Special Service Area Number 2003-101; and

WHEREAS, the Bond Ordinance authorized the Mayor and City Clerk to establish certain specific terms of the Series 2019 Bonds by executing and delivering a Bond Purchase Agreement with the Purchaser (defined below) and a Bond Order pursuant to the Bond Ordinance; and

WHEREAS, pursuant to the terms so established the City will issue \$_____ principal amount of Series 2019 Bonds upon the terms specified in this Indenture; and

WHEREAS, it is in the public interest and for the benefit of the City, Special Service Area Number 2003-101 (the “Special Service Area”) and the owners of the Series 2019 Bonds that the City enter into this Indenture to provide for the issuance of the Series 2019 Bonds, the disbursement of proceeds of the Series 2019 Bonds, the deposit of the Special Taxes levied pursuant to the Bond Ordinance securing the Series 2019 Bonds, and the administration and payment of the Series 2019 Bonds; and

WHEREAS, all things necessary to cause the Series 2019 Bonds, when executed by the City and issued as provided in the Special Service Area Act, the Local Government Debt Reform Act (as defined below), the Bond Ordinance and this Indenture, to be legal, valid and binding and special obligations of the City in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Series 2019 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

That the City in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and the purchase and acceptance of the Series 2019 Bonds by the owners thereof, and of the sum of one hundred dollars, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2019 Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2019 Bonds, does hereby pledge and assign, and grant a security interest in, the following to the Trustee, and its successors in trust and assigns forever, to secure the performance of the obligations of the City hereinafter set forth;

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to the Special Taxes (defined below) and any monies held under this Indenture by the Trustee, including the proceeds of the Series 2019 Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee in the Administrative Expense Fund and the Rebate Fund;

GRANTING CLAUSE SECOND

All funds, monies, property and security and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Series 2019 Bonds by the City or by anyone on its behalf or with its written consent [including without limitation the Bond Insurance Policy and the proceeds paid thereunder], to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD, all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2019 Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2019 Bonds over any of the other Series 2019 Bonds (except as otherwise provided herein);

PROVIDED, HOWEVER, that if the City, its successors or assigns, shall pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2019 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2019 Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2019 Bonds as required under this Indenture, or shall provide, as permitted hereby, for the

payment thereof by depositing with the Trustee the entire amount due or to become due thereon and shall cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2019 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, and amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Series 2019 Bonds as follows:

ARTICLE 1

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.1 Authority for this Indenture. This Indenture is entered into pursuant to the powers of the City pursuant to Part 6 of Section 7 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the respective provisions of the Special Service Area Act, the Local Government Debt Reform Act and the Bond Ordinance.

Section 1.2 Agreement for Benefit of Owners of the Series 2019 Bonds. The provisions, covenants and agreements to be performed by or on behalf of the City under this Indenture shall be for the equal benefit, protection and security of the Bondholders except as otherwise expressly provided herein. All of the Series 2019 Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2019 Bonds over any other of the Series 2019 Bonds, except as expressly provided in or permitted by this Indenture. The Trustee may become the owner of any of the Series 2019 Bonds in its own or any other capacity with the same rights it would have if it were not the Trustee.

Section 1.3 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.3 shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document mentioned in this Indenture, have the meanings specified below. All references in this Indenture to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision of this Indenture.

“Administrative Expenses” means the following actual or reasonably estimated costs permitted in accordance with the Special Service Area Act and directly related to the administration of the Special Service Area and the Series 2019 Bonds as determined by the City or the Consultant on its behalf: the costs of computing the Special Taxes and of preparing the annual Special Tax collection schedules and the amended Special Tax Roll; the costs of

collecting the Special Taxes (whether by the City, the County or otherwise), the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee and any fiscal agent (including its legal counsel) in the discharge of the duties required of it under this Indenture or any trustee or fiscal agent agreement; the costs of applying for and maintaining ratings from any nationally recognized rating agency; [the fees and expenses of any Bond Insurer required to be paid by the City to the Bond Insurer pursuant to the provisions of this Indenture]; the costs of the Rebate Consultant; the costs of the City or its designee in complying with disclosure requirements of applicable federal and state securities laws and of the Special Service Area Act, including, but not limited to, public inquiries regarding the Special Taxes, any termination payments owed by the City in connection with any guaranteed investment contract, forward purchase agreement or other investment of funds held under this Indenture; the costs associated with the release of funds from any escrow account or fund held under this Indenture; and amounts advanced by the City for any other administrative purposes of the Special Service Area, including the costs of computing Special Tax prepayment amounts, recordings related to the prepayment, discharge or satisfaction of Special Tax; the costs of commencing foreclosure and pursuing collection of delinquent Special Tax; the administrative costs associated with upgrading the software utilized by Kendall County needed to levy the Special Taxes and the reasonable fees of legal counsel of the City or the Trustee incurred in connection with any of the foregoing.

“Administrative Expense Fund” means the fund by that name established pursuant to Section 6.4 of this Indenture.

“Administrative Services Agreement” means the Agreement for Administrative Services entered into as of the date hereof between the City and the Consultant.

“Authorized Denomination” means denominations of \$5,000 and integral multiples of \$1,000 in excess thereof.

“Authorized Officer” means the Mayor, the City Clerk, the Treasurer, or any other officer designated as such pursuant to a certificate of the Mayor delivered to the Trustee.

“Beneficial Owner” means, when the Series 2019 Bonds are in a book-entry system, any person who acquires a beneficial ownership interest in a Series 2019 Bond held by DTC.

“Bond and Interest Fund” means the fund by that name established pursuant to Section 6.1 of this Indenture.

[“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2019 Bonds when due.]

[“Bond Insurer” means _____, a _____, or any successor thereto or assignee thereof.]

“Bond Registrar” means Amalgamated Bank of Chicago and its successors or assigns.

“Bondholder,” “Holder” or “Owner” means the person in whose name such Series 2019 Bond is registered in the bond register maintained by the Bond Registrar.

“Business Day” means a day on which banks in Chicago, Illinois, and New York, New York are open to transact business.

“City” means the United City of Yorkville, Kendall County, Illinois.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consultant” means David Taussig & Associates, Inc., and its successors and assigns or any other firm selected by the City to assist it in administering the Special Service Area and the extension and collection of Special Taxes pursuant to the Special Tax Roll and Report.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the City and the Dissemination Agent named therein.

“Corporate Authorities” means the Mayor and City Council of the City.

“Costs of Issuance Account” means the account by that name established pursuant to Section 6.4 of this Indenture.

“County” means Kendall County, Illinois.

“Defeasance Securities” means any bond or other obligations which, as to both principal and interest, constitute direct obligations of, or the timely payment of which are unconditionally guaranteed by, the United States of America, and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this definition.

“Depository Participant” shall have the meaning given that term in Section 2.10 of this Indenture.

“Disbursement Request” means a request from the City signed by an Authorized Officer requesting a disbursement of amounts held in the Cost of Issuance Account in the form attached hereto as Exhibit D.

“DTC” means The Depository Trust Company, New York, New York.

“Establishing Ordinance” means Ordinance No. 2003-56 adopted on August 12, 2003.

“Event of Default” shall have the meaning given that term in Section 8.1 of this Indenture.

“Foreclosure Proceeds” means the proceeds of any redemption or sale of property in the Special Service Area sold as the result of a foreclosure action of the lien of the Special Taxes.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

“Indenture” means this Trust Indenture dated as of _____ 1, 2019 between the City and the Trustee, as amended and supplemented from time to time.

“Indirect Participant” shall have the meaning given that term in Section 2.10 of this Indenture.

“Interest Payment Date” means March 1 and September 1 of each year commencing on September 1, 2019.

“Letter of Representations” means the Blanket Issuer Letter of Representations dated August 29, 2002 from the City to DTC, as amended from time to time.

“Local Government Debt Reform Act” means the Local Government Debt Reform Act, 30 ILCS §350/1 *et seq.*, as amended.

“Maximum Parcel Special Tax” shall have the meaning given that term in the Special Tax Roll and Report.

“Official Statement” means the Official Statement dated _____, 2019 relating to the Bonds.

“Parcel” shall have the meaning given that term in the Special Tax Roll and Report.

“Prior Bonds” means the Series 2003 Bonds.

“Purchase Contract” means the Bond Purchase Agreement dated _____, 2019 between the Purchaser and the City.

“Purchaser” means D.A. Davidson & Co.

“Qualified Investments” means, to the extent permitted by then applicable Illinois law, the following:

(a) Government Securities;

(b) bonds, notes, debentures, or other similar obligations of the United States of America or its agencies, rated in the highest general classification established by a rating service of nationally recognized expertise in rating such obligations, including (i) federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 *et seq.*); (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress;

(c) interest bearing certificates of deposit, interest bearing savings accounts, interest bearing time deposits, or other investments constituting direct obligations of any bank as defined by the Illinois Banking Act which are insured by the Federal Deposit Insurance Corporation;

(d) money market mutual funds registered under the Investment Company Act of 1940 as amended (including those of an affiliate of the Trustee for which the Trustee or any of its affiliates provides management advisory or other services) invested solely in obligations listed in paragraph (a) and (b) above including any mutual fund from which the Trustee or any of its affiliates may receive compensation;

together with such other investments as shall from time to time be lawful for the investment of City funds and shall be approved by the holders of not less than fifty-one percent (51%) of aggregate principal amount of Series 2019 Bonds outstanding; provided that “Qualified Investments” shall not include a financial instrument, commonly known as a “derivative,” whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, forward contracts, swap agreements, structured notes and participations in pools of mortgages or other assets.

“Rebate Consultant” means an entity selected by the City expert in the calculation of rebate amounts pursuant to Section 148 of the Internal Revenue Code of 1986, as amended. If at any time the Rebate Consultant resigns or is removed, and the City shall not have appointed a successor within 30 days, the Rebate Consultant shall be an entity selected by the Trustee.

“Rebate Fund” means the fund by that name established pursuant to Section 6.5 of this Indenture.

“Rebate Requirement” shall have the meaning given that term in Section 7.1(b) of this Indenture.

“Record Date” means the fifteenth day of the month preceding an Interest Payment Date.

“Reserve Fund” means the fund by that name created pursuant to Section 6.2 of this Indenture.

“Reserve Fund Credit” shall have the meaning given that term in Section A of Exhibit B to the Special Tax Roll and Report.

“Reserve Requirement” means an amount equal to \$_____ as adjusted for prepayments as set forth in Section 6.1 of this Indenture.

“Series 2019 Bonds” means the City’s Special Service Area Numbers 2003-101 in the aggregate principal amount of \$_____.

“Special Redemption Account” means the account by that name established pursuant to Section 6.1 of this Indenture.

“Special Service Area” means United City of Yorkville Special Service Area Number 2003-101, described more fully in Exhibit A to this Indenture.

“Special Service Area Act” means the Special Service Area Tax Law, 35 ILCS §200/27-5 *et seq.*, as amended.

“Special Services” means the improvements benefiting the Special Service Area consisting of engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sanitary sewer facilities, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, equestrian paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation and tree installation, costs for land and easement acquisitions relating to any of the foregoing improvements, required tap-on and related fees for water or sanitary sewer services and other eligible costs to serve the Special Service Area.

“Special Tax Requirement” means the “Special Tax Requirement” as defined in Section II of the Special Tax Roll and Report, provided that credit may be given for any amounts on deposit in the Funds and Accounts created by this Indenture and available to pay the Special Tax Requirement.

“Special Tax Roll” means the special tax roll for the payment of the Series 2019 Bonds established and amended from time to time pursuant to the Special Tax Roll and Report.

“Special Tax Roll and Report” means the United City of Yorkville Special Service Area Number 2003-101 Special Tax Roll and Report including all exhibits attached thereto, prepared by the Consultant as amended from time to time.

“Special Taxes” means the taxes levied by the City on all taxable real property within the Special Service Area pursuant to the Special Tax Roll and this Indenture.

“Supplemental Indenture” means an indenture adopted by the Corporate Authorities of the City as provided in Article 10 hereof which amends or supplements this Indenture.

“Tax Agreement” or “Tax Agreements” means the Tax Compliance Agreement of the City dated the date of issuance and delivery of the Series 2019 Bonds, as amended from time to time.

“Trustee” means Amalgamated Bank of Chicago, Chicago, Illinois and its successors and assigns.

“Trust Estate” means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

ARTICLE 2 BOND DETAILS

Section 2.1 Purpose of Issuance; Amount of Series 2019 Bonds. The sum of \$_____ shall be borrowed by the City pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of paying a portion of the costs of refunding the Prior Bonds, including the costs of the City in connection with the issuance of the Series 2019 Bonds, deposits to the Reserve Fund and the Administrative Expense Fund. In evidence of such borrowing, Series 2019 Bonds in the aggregate principal amount of \$_____ shall be

issued as provided in this Indenture. The total principal amount of Bonds that may be issued pursuant to this Indenture is \$_____.

Section 2.2 Form; Denominations; Numbers. The Series 2019 Bonds shall be issued only in fully registered form without coupons and in the denominations of \$5,000 and integral multiples of \$1,000 in excess of that sum.

Section 2.3 Date of Bonds; CUSIP Identification Numbers. The Series 2019 Bonds shall be dated as of the date of delivery of the Series 2019 Bonds to the Purchaser upon original issuance. CUSIP identification numbers shall be imprinted on the Series 2019 Bonds, provided that any failure on the part of the City or the Trustee to use such CUSIP numbers in any notice to any Bondholders shall not constitute an event of default or any violation of the City's contract with such Bondholders and shall not impair the effectiveness of such notice.

Section 2.4 Maturity; Interest Rate. The Series 2019 Bonds shall mature and become payable on the date and in the amount and shall bear interest at the rate set forth below:

(March 1) <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

Section 2.5 Interest. The Series 2019 Bonds shall bear interest at the rates set forth in Section 2.4 payable on the Interest Payment Dates in each year with the first Interest Payment Date being September 1, 2019. Interest on the Series 2019 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Series 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2019 Bond unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Series 2019 Bond, interest is in default on such Series 2019 Bond, such Series 2019 Bond shall bear interest

from the Interest Payment Date to which interest had previously been paid or made available for payment on such Series 2019 Bond.

Section 2.6 Form of Series 2019 Bonds; Execution; Authentication. The Series 2019 Bonds shall be in substantially the form set forth in Exhibit B to this Indenture. Each Series 2019 Bond shall be executed by the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed to it (or a facsimile of that seal printed on it). The Mayor and the City Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Series 2019 Bonds. Each Series 2019 Bond so executed shall be as effective as if manually executed. In case any officer of the City whose signature or a facsimile of whose signature shall appear on the Series 2019 Bonds shall cease to be such officer before authentication and delivery of any of the Series 2019 Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Series 2019 Bond shall be valid for any purpose unless and until a certificate of authentication on that Series 2019 Bond substantially in the form set forth in the bond form in Exhibit B to this Indenture shall have been duly executed by the Trustee appointed by this Indenture as authenticating agent of the City. Execution of that certificate upon any Series 2019 Bond shall be conclusive evidence that the Series 2019 Bond has been authenticated and delivered under this Indenture.

Section 2.7 Payment of the Series 2019 Bonds. The Series 2019 Bonds shall be payable in lawful money of the United States at the office of the Trustee. The principal of each Series 2019 Bond shall be payable at maturity upon presentment of the Series 2019 Bond at the office of the Trustee. Interest on each Series 2019 Bond shall be payable on each Interest Payment Date by check or draft of the Trustee mailed to the person in whose name that Series 2019 Bond is registered on the books of the Bond Registrar at the close of business on the Record Date. During such time as the Series 2019 Bonds are registered so as to participate in a securities depository system with DTC, principal of and interest and redemption premium on each Series 2019 Bond shall be payable by wire transfer pursuant to instructions from DTC.

Section 2.8 Appointment of Trustee. Amalgamated Bank of Chicago, Chicago, Illinois, is appointed Trustee and Bond Registrar for the Series 2019 Bonds.

Section 2.9 Registration of Series 2019 Bonds; Persons Treated as Owners. The Series 2019 Bonds shall be negotiable, subject to the following provisions for registration and registration of transfer. The City shall maintain books for the registration of the Series 2019 Bonds at the office of the Bond Registrar. Each Series 2019 Bond shall be fully registered on those books in the name of its owner, as to both principal and interest. Transfer of each Series 2019 Bond shall be registered only on those books upon surrender of that Series 2019 Bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of a Series 2019 Bond for registration of transfer, the City shall execute, the Trustee shall authenticate, and the

Bond Registrar shall deliver, in the name of the transferee, one or more new Series 2019 Bonds of the same aggregate principal amount and of the same maturity as the Series 2019 Bond surrendered.

Series 2019 Bonds may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Series 2019 Bonds of the same maturity of any other Authorized Denominations, upon surrender of those Series 2019 Bonds at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney.

In all cases in which the privilege of exchanging or transferring Series 2019 Bonds is exercised, the City shall execute, the Trustee shall authenticate, and the Bond Registrar shall deliver, Series 2019 Bonds in accordance with the provisions of this Indenture. All Series 2019 Bonds surrendered in any exchange or transfer shall be canceled immediately by the Bond Registrar.

For every exchange or registration of transfer of Series 2019 Bonds, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the City or the Bond Registrar as a condition precedent to exchange or registration of transfer of any Series 2019 Bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2019 Bond following the close of business on the 15th day of the month preceding any Interest Payment Date on such Series 2019 Bond, nor to transfer or exchange any Series 2019 Bond after notice calling such Series 2019 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2019 Bonds.

The City, the Trustee and the Bond Registrar may treat the registered owner of any Series 2019 Bond as its absolute owner, whether or not that Series 2019 Bond is overdue, for the purpose of receiving payment of the principal of or interest on that Series 2019 Bond and for all other purposes, and neither the City, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on each Series 2019 Bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the City on that Series 2019 Bond to the extent of the amount paid.

Section 2.10 Global Form; Securities Depository. It is intended that the Series 2019 Bonds be registered so as to participate in a securities depository system with DTC, as set forth herein. The Series 2019 Bonds shall be initially issued in the form of a single fully registered Series 2019 Bond for each of the maturities as established in Section 2.4 of this Indenture. Upon initial issuance, the ownership of the Series 2019 Bonds shall be registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Letter of Representations. With respect to Series 2019 Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Bond

Registrar and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Series 2019 Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2019 Bonds (each such person being herein referred to as an “Indirect Participant”). Without limiting the immediately preceding sentence, the City, the Bond Registrar and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Series 2019 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Series 2019 Bond, of any notice with respect to the Series 2019 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Series 2019 Bond, of any amount with respect to principal of, premium, if any, or interest on, the Series 2019 Bonds. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Series 2019 Bond certificate with respect to any Series 2019 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Series 2019 Bonds at the close of business on the record date applicable to any interest payment date, the name “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the Letter of Representations shall be terminated for any reason or (c) the City determines that it is in the best interests of the Beneficial Owners of the Series 2019 Bonds that they be able to obtain certificated Series 2019 Bonds, the City shall notify DTC of the availability through DTC of Series 2019 Bond certificates and the Series 2019 Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Series 2019 Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City or such depository’s agent or designee, and if the City does not select such alternate securities depository system then the Series 2019 Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Series 2019 Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Indenture to the contrary, so long as any Series 2019 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2019 Bonds and all notices with respect to the Series 2019 Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations.

Section 2.11 Additional Bonds. Only the Series 2019 Bonds will be issued under this Indenture. No additional bonds will be issued that are secured by a pledge of the Special Taxes other than bonds or other obligations issued for the purpose of refunding all or a portion of the Series 2019 Bonds.

ARTICLE 3
REDEMPTION OF SERIES 2019 BONDS

Section 3.1 [Mandatory Sinking Fund Redemption]. The Series 2019 Bonds maturing on March 1, _____ are subject to mandatory redemption by operation of the provisions of this Section 3.1 and Section 3.5 from amounts on deposit in the Bond and Interest Fund, in part and randomly, at the Redemption Price equal to the principal amount thereof to be redeemed, without Bond Premium, on March 1 of the years and in the amounts as follows:

Redemption Date	Principal
<u>March 1</u>	<u>Amount</u>

The City covenants that it will redeem the Series 2019 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2019 Bonds to the extent amounts are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the City covenants that the Series 2019 Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided herein and in the Bond Ordinance for such purposes.]

Section 3.2 Optional Redemption. The Series 2019 Bonds are subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2027, at a redemption price of par plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2019 Bonds in part shall be applied, to the extent possible, to reduce pro rata the amount of Series 2019 Bonds maturing [or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of this Indenture], and so as to maintain the proportion of principal maturing [or subject to mandatory sinking fund redemption] in each year to the total original principal amount of Series 2019 Bonds.

Section 3.3 Mandatory Redemption upon Condemnation and Change in Density.

(a) The Series 2019 Bonds, are subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the City within the Special Service Area and allocable to the Series 2019 Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

(b) The Series 2019 Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event the Consultant notifies the Trustee of a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Taxes as a result of a reduction in the number of single family, condominium or townhome dwelling units within the Special Service Area as set forth in the final plat or plats of subdivision approved by the City or any other event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amounts set forth in, Section VI G of the Special Tax Roll and Report and Exhibit B thereto.

Any mandatory redemption of the Series 2019 Bonds pursuant to this Section 3.3 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2019 Bonds maturing [or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of this Indenture] and so as to maintain the proportion of principal maturing [or subject to mandatory sinking fund redemption] in each year to the total original principal amount of the Series 2019 Bonds.

Section 3.4 Special Mandatory Redemption from Optional Prepayment of Special Tax. The Series 2019 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1, or December 1, in part, from optional prepayments of the Special Taxes from amounts available for disbursement from the Special Redemption Account pursuant to Section 6.1(d) and from amounts transferred from the Reserve Fund to the Special Redemption Account pursuant to Section 6.1(d), at a redemption price (expressed as a percentage of the principal amount of the Series 2019 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2019 Bonds to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
On or prior to February 28, 2026	102%
March 1, 2026 through February 28, 2027	101
March 1, 2027 and thereafter	100

Any special mandatory redemption of the Series 2019 Bonds pursuant to this Section 3.4 shall be applied, to the extent possible, to reduce pro rata the amount of Series 2019 Bonds maturing [or required to be redeemed by mandatory sinking fund redemption pursuant to Section 3.1 of the Indenture] and so as to maintain the proportion of principal maturing [or subject to mandatory sinking fund redemption] in each year to the total original principal amount of Series 2019 Bonds.

Section 3.5 Redemption Provisions; Notice of Redemption. If less than all the Series 2019 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in this Indenture shall assign to each Series 2019 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2019 Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2019 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2019 Bond shall be outstanding in an amount less than the minimum

Authorized Denomination except [(a) as necessary to effect the mandatory sinking fund redemption of Series 2019 Bonds as provided in Section 3.1 hereof or (b)] to effect a special mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is \$5,000 or less.

Notice of the redemption of any Series 2019 Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Series 2019 Bond or portion of a Series 2019 Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of Series 2019 Bonds, by the Bond Registrar, on behalf of the City, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2019 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2019 Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Series 2019 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2019 Bond shall be a condition precedent to the redemption of that Series 2019 Bond, provided that any notice which is mailed in accordance with this Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Series 2019 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2019 Bond for which notice was properly given.

With respect to an optional redemption of any Series 2019 Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2019 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Series 2019 Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2019 Bonds will not be redeemed.

Section 3.6 Purchase in Lieu of Redemption. In lieu of redemption as provided in this Article 3, moneys in the Bond and Interest Fund may be used and withdrawn by the City, [subject to the prior written consent of the Bond Insurer,] for the purchase of outstanding Series 2019 Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the City may provide, but in no event may Series 2019 Bonds be purchased at a price in excess of the principal amount of such Series 2019 Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Series 2019 Bonds were to be redeemed in accordance with this Indenture.

ARTICLE 4 APPLICATION OF PROCEEDS

Section 4.1 Application of Proceeds. The proceeds of the sale of the Series 2019 Bonds in the amount of \$ _____, which is net of underwriter's discount in the amount of \$ _____ plus original issue premium in the amount of \$ _____ [and net of the

amount of \$ _____ which shall be paid by the Purchaser on behalf of the Issuer to the Bond Insurer, for the premium owed for the Bond Insurance Policy], and shall be applied as follows immediately upon receipt of the purchase price:

1. The amount of \$ _____ shall be transferred to U.S. Bank National Association, as trustee for the Prior Bonds, to be deposited into the Bond and Interest Fund for such bonds and used, together with other funds on deposit therein, to currently refund the Outstanding Prior Bonds at a Redemption Price equal to 100% of the principal amount of bonds to be redeemed, plus all accrued interest thereon to the _____, 2019 redemption date.

2. The amount of \$ _____ shall be deposited in the Reserve Fund.

3. The amount of \$ _____ shall be deposited in the Costs of Issuance Account of the Administrative Expense Fund.

4. The amount of \$ _____ shall be deposited into the Administrative Expense Fund to be used to pay Administrative Expenses.

All amounts received upon the sale of the Series 2019 Bonds, together with all interest and other investment earnings on those amounts, are appropriated and set aside for the purposes for which the Series 2019 Bonds are being issued as set forth in this Indenture.

ARTICLE 5 SECURITY FOR THE SERIES 2019 BONDS

Section 5.1 Limited Obligations. The Series 2019 Bonds shall constitute limited obligations of the City, payable from the Special Taxes and other moneys deposited in the Funds and Accounts established pursuant to Article 6 other than the Administrative Expense Fund and the Rebate Fund. The Series 2019 Bonds shall not constitute general obligations of the City and neither the full faith and credit nor the unlimited taxing power of the City shall be pledged as security for payment of the Series 2019 Bonds.

Section 5.2 Levy of Special Tax. Pursuant to the Bond Ordinance there has been levied a Special Tax upon all taxable real property within the Special Service Area subject to the Special Taxes sufficient to pay and discharge the principal of the Series 2019 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Series 2019 Bonds for each year at the interest rates set forth in Section 2.4 of this Indenture and to pay estimated Administrative Expenses of the City for each year and to replenish the Reserve Fund to an amount equal to the Reserve Requirement.

(a) The City Clerk has been directed to file a certified copy of the Bond Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kendall County. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Roll and Report and the Special Tax Roll, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll and Report. It shall be the duty of the City and the City hereby covenants, annually on or before the last Tuesday of December for each of the years 2019

through 2031 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend the Special Tax Roll pursuant to Section VI E of the Special Tax Roll and Report and provide the County tax collector with the amended Special Tax Roll; to adopt an ordinance approving the amount of the current calendar year's Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the City pursuant to the Establishing Ordinance and the Special Tax Roll and Report. On or before the last Tuesday of January for each of the years 2020 through 2032 the City shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The City shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and as further provided in Section 7.2(c) hereof; and in the event the tax lien is forfeited at such tax sale upon request of [any Bond Insurer or] a majority of the Bondholders by instituting proceedings, including assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding.

The City covenants that to the extent necessary to enforce a prepayment it will adopt a supplemental levy ordinance in the event of a mandatory prepayment of the Special Taxes pursuant to Section VI G of the Special Tax Roll and Report caused by a reduction in the expected number of single family, condominium or townhome dwelling units as set forth in the final plats of subdivision approved by the City, to the extent that the mandatory prepayment amount calculated pursuant to the terms of Exhibit B to the Special Tax Roll and Report exceeds the Special Taxes levied for the year in which the prepayment is due pursuant to the Bond Ordinance.

(b) Upon receipt by the Trustee of any prepayment of Special Tax in an amount calculated by the Consultant as being required pursuant to the Special Tax Roll and Report to satisfy the lien on a Parcel within the Special Service Area, the City and the Trustee shall execute a Satisfaction of Tax Lien substantially in the form of Exhibit C hereto, appropriately completed and the Trustee shall deliver the Satisfaction of Tax Lien to the City for filing with the Recorder of Deeds of Kendall County, Illinois. The City shall deliver a copy of each such Satisfaction of Tax Lien to the property owner of record and a copy of the recorded Satisfaction of Tax Lien to the Trustee.

ARTICLE 6 FUNDS AND ACCOUNTS

Section 6.1 Bond and Interest Fund.

(a) There is hereby created and established with the Trustee a separate and special fund of the City established exclusively for paying principal of, interest on and

redemption premium on the Series 2019 Bonds and which shall be designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds Bond and Interest Fund” (the “Bond and Interest Fund”). Upon receipt by the Trustee, the Special Taxes and the Foreclosure Proceeds, including any interest and penalties collected in connection with such Special Tax or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. The City may provide for the County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Tax collected by the County. In addition, proceeds received by the City in connection with a condemnation of any of the Special Services or any other property owned by or dedicated to the City within the Special Service Area and allocable to the Series 2019 Bonds as determined by the Consultant which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the City. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. When the amount of condemnation proceeds deposited to the Bond and Interest Fund equals \$1,000 or more, such amount shall be used to redeem Series 2019 Bonds pursuant to Section 3.3 of this Indenture on the next Interest Payment Date. Any amounts representing condemnation proceeds which remain on deposit in the Bond and Interest Fund for a continuous period of thirty (30) months and which will not be used to redeem the Series 2019 Bonds on the next Interest Payment Date in accordance with Section 3.3 and this section shall be used to pay debt service on the Series 2019 Bonds on the next Interest Payment Date.

(b) Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Series 2019 Bonds, or for transfers to the Reserve Fund or the Administrative Expense Fund as permitted by paragraph (c) of this Section 6.1 and by Section 6.2.

(c) At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Series 2019 Bonds on March 1 of the next succeeding year. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Series 2019 Bonds on the next March 1, the Trustee shall notify the City and the Consultant of any excess amounts on deposit in the Bond and Interest Fund, and, at the written direction of the City, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the City after consultation with the Consultant has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund shall be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement. After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund shall be retained in the Bond and Interest Fund and applied to pay principal and interest coming due on the next succeeding Interest Payment Date.

(d) There is hereby created within the Bond and Interest Fund established with the Trustee a separate account designated the “Special Redemption Account.” Amounts deposited in the Special Redemption Account shall be applied to the redemption of the Series 2019 Bonds pursuant to Section 3.3(b) or Section 3.4 of this Indenture. All prepayments of Special Tax made in accordance with the Special Tax Roll and Report shall be deposited in the Special Redemption Account. Moneys in the Special Redemption Account shall be used exclusively to redeem Series 2019 Bonds pursuant to Section 3.3(b) or Section 3.4 or to pay debt service on the Series 2019 Bonds pursuant to this Section 6.1. In the event of any optional prepayment of Special Tax pursuant to Section 3.4, prior to giving notice of the redemption of Series 2019 Bonds in accordance with Section 3.5 of this Indenture, the Trustee shall transfer from the Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit upon the direction of the Consultant in accordance with the Special Tax Roll and Report. When the amount on deposit in the Special Redemption Account from amounts deposited pursuant to Section 3.3 equals or exceeds \$1,000, such amount shall be used to redeem the Series 2019 Bonds on the next Interest Payment Date in accordance with Section 3.3. On each such Interest Payment Date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Series 2019 Bonds the amounts to redeem the Series 2019 Bonds pursuant to Section 3.3. When the amount on deposit in the Special Redemption Account from amounts deposited pursuant to Section 3.4 equals or exceeds \$1,000, such amount shall be used to redeem the Series 2019 Bonds on the next March 1, June 1, September 1 or December 1 in accordance with Section 3.4. On each such redemption date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Series 2019 Bonds the amounts to redeem the Series 2019 Bonds pursuant to Section 3.4. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Series 2019 Bonds in accordance with the two immediately preceding sentences shall be used to pay debt service on the Series 2019 Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Series 2019 Bonds shall be used to pay outstanding debt service on the Series 2019 Bonds.

Section 6.2 Reserve Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Reserve Fund” (the “Reserve Fund”), which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement shall be an amount equal to \$ _____ as adjusted for prepayments pursuant to Section 6.1(d). Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Series 2019 Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor without further direction from the City, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund exceeds the amount required to redeem all Series 2019 Bonds then outstanding, or (iii) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to

the Bond and Interest Fund to be used for the payment of principal of and interest and redemption premium on the Series 2019 Bonds on the next following Interest Payment Date.

Section 6.3 Reserved.

Section 6.4 Administrative Expense Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Administrative Expense Fund” (the “Administrative Expense Fund”). Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the City or its order upon receipt by the Trustee of a written request from an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

There is hereby created within the Administrative Expense Fund established with the Trustee a separate account designated the “Costs of Issuance Account”. Amounts deposited into the Cost of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Series 2019 Bonds. Disbursement from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the City in the form of Exhibit D which shall (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six months after the date of issuance of the Series 2019 Bonds, the Trustee will transfer all amounts remaining in the Costs of Issuance Account to the Administrative Expense Fund.

Section 6.5 Rebate Fund. There is hereby created and established with the Trustee a separate and special fund of the City which shall be designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Rebate Fund” (the “Rebate Fund”), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund to the extent required so as to maintain the tax-exempt status of interest on the Series 2019 Bonds all at the direction of the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund at the direction of the City.

Section 6.6 Investment of Funds. Moneys on deposit in Funds and Accounts established hereunder may be invested from time to time in Qualified Investments pursuant to and solely at the direction of the City to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested in Qualified Investments having a maturity of 180 days or less. Except as otherwise expressly provided herein, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event that the Trustee does not receive directions from the City to invest funds held hereunder, the Trustee shall invest such funds in a money market fund which invests in short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities. The Trustee is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity.

The Trustee shall send statements to the City and the Consultant on a monthly basis reflecting activity in the funds and accounts established pursuant to this Indenture for the preceding month as required by Section 9.9 of this Indenture. Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

ARTICLE 7 COVENANTS AND AGREEMENTS OF THE CITY

Section 7.1 Tax Covenants.

(a) The City covenants with the holders of the Series 2019 Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Series 2019 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that interest on the Series 2019 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Series 2019 Bonds, amounts in the Bond and Interest Fund or any other funds of the City which would result in making interest on the Series 2019 Bonds subject to federal income taxes by reason of causing the Series 2019 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Series 2019 Bonds. The Mayor, City Clerk and City Treasurer are authorized and directed to take such action as is necessary in order to carry out the issuance and delivery of the Series 2019 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Series 2019 Bonds and moneys in the Funds and Accounts established hereunder in order to establish that the Series 2019 Bonds shall not constitute arbitrage bonds as so defined.

(b) The City further covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “Rebate Requirement”) to the United States:

(i) Unless an applicable exception to the Rebate Requirement is available to the City, the City will meet the Rebate Requirement.

(ii) Relating to applicable exceptions, the City shall make such elections under the Code as it shall deem reasonable and in the best interests of the City.

(iii) The City shall, not less frequently than annually, cause a rebate report to be prepared and delivered to the Trustee and upon receipt of such report cause the Trustee to transfer to the Rebate Fund the amount determined to be the

accrued liability under the Rebate Requirement from other funds held pursuant to this Indenture. The City shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement.

(iv) Interest earnings in the Bond and Interest Fund and the Reserve Fund are hereby authorized to be transferred, upon written direction from an Authorized Officer, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Series 2019 Bonds, investment earnings or amounts on deposit in any of the other funds and accounts created hereunder and any other Fund of the City are also hereby authorized to be used to meet the Rebate Requirement, but only if necessary after application of investment earnings as aforesaid and only as appropriated and directed by the Corporate Authorities.

Section 7.2 Levy and Collection of Taxes. The City covenants with the holders of the Series 2019 Bonds from time to time outstanding that:

(a) it will take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance including enforcement of the Special Taxes as described in clause (c) below;

(b) it will not take any action which would adversely affect the levy, extension, collection and application of the taxes levied by this Indenture and the Bond Ordinance, except to abate those taxes to the extent permitted by this Indenture and the Special Tax Roll and Report;

(c) it will comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the taxes levied by this Indenture and the Bond Ordinance; in each case so that the City shall be able to pay the principal of and interest on the Series 2019 Bonds as they come due, replenish the Reserve Fund to the Reserve Requirement and will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Tax by providing the County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and upon receipt of the written request of [the Bond Insurer or] a majority of the Bondholders in the event the tax lien is forfeited at such tax sale, by assigning to the Trustee its right to institute foreclosure proceedings, and/or assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City or the Trustee, as applicable, makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding;

(d) in the event the City approves any change in the plats of subdivision for the Special Service Area which changes the density of either of the Special Service Area or

otherwise becomes aware of a change in density, it shall provide prompt written notice to the Consultant of such fact and the circumstances resulting in the change in density; and

(e) to the extent possible, it will direct Kendall County to deposit all Special Taxes when collected including Foreclosure Proceeds, condemnation proceeds and prepayments directly with the Trustee to be applied as set forth herein.

Section 7.3 Proper Books and Records. The City will keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created hereunder and the Special Taxes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Series 2019 Bonds then outstanding, or their representatives authorized in writing. The City, or the Trustee on behalf of the City, upon written request will mail to the Purchaser [and the Bond Insurer] any information relating to the Series 2019 Bonds, the Special Service Area or the Special Services, including, but not limited to, the annual audits of the Funds and Accounts established under this Indenture for each and every year.

Section 7.4 Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Taxes or other amounts pledged to the Series 2019 Bonds superior to, on a parity with, or junior to, the pledge and lien created in this Indenture for the benefit of the Series 2019 Bonds, except as permitted by, or specifically set forth in, this Indenture.

Section 7.5 Continuing Disclosure Undertaking. The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provisions of this Indenture shall be available to the Purchaser and the Trustee shall submit to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access System (“EMMA”) all information as required pursuant to the Continuing Disclosure Agreement.

Section 7.6 [Municipal Bond Insurance Policy; Covenants In Favor of Bond Insurer. To Be Provided]

ARTICLE 8 DEFAULTS AND REMEDIES

Section 8.1 Events of Default. “Events of Default” under this Indenture are as follows:

(a) Default shall be made by the City in the payment of the principal of or premium, if any, on any Series 2019 Bond when and as the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise.

(b) Default shall be made by the City in the payment of any installment of interest on any Series 2019 Bond when and as such installment of interest shall become due and payable.

(c) The City shall (1) commence a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of any involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law and such order shall continue in effect for a period of 60 days without stay or vacation.

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the City under the Federal bankruptcy laws or any other applicable Federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof.

(e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control.

(f) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2019 Bonds, the Bond Ordinance or in this Indenture on the part of the City to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Trustee (which may give such notice whenever it reasonably determines that such a default exists and shall give such notice at the written request of [the Bond Insurer or] the holders of not less than 25% in principal amount of the Series 2019 Bonds then outstanding [(with the consent of the Bond Insurer)]).

Section 8.2 Remedies. Upon the occurrence of an Event of Default the Trustee may, and upon the written request of [the Bond Insurer or] the holders of 25% in principal amount of the outstanding Series 2019 Bonds affected [(with the consent of the Bond Insurer)] by the Event of Default and upon being indemnified as provided in Section 9.2(h) hereof shall, proceed to protect and enforce its rights and the rights of the holders of the Series 2019 Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effective to protect and enforce the rights aforesaid.

During the continuance of an Event of Default, all moneys received by the Trustee under this Indenture from the City or from any other source shall be applied by the Trustee in accordance with the terms of Section 8.10 hereof.

Any judgment against the City shall be enforceable only against the amounts pledged pursuant to this Indenture. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the City, its officers or employees or independent contractors.

The Series 2019 Bonds shall not be subject to acceleration upon the occurrence of an Event of Default.

Section 8.3 Notice of Default. The Trustee shall, within 10 days after the Trustee receives notice or obtains knowledge of the occurrence of an Event of Default, mail to the City, and the Bondholders at the address shown on the registration books of the City maintained by the Bond Registrar, notice of all Events of Default known to the Trustee unless such Events of Default shall have been cured before the giving of such notice.

Section 8.4 Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 8.5 Right of Bondholders to Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the Series 2019 Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Series 2019 Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred therein or thereby.

Section 8.6 Right of Bondholders to Institute Suit. No holder of any of the Series 2019 Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on the Series 2019 Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also [the Bond Insurer or] the holder, or holders, of 25% in principal amount of the outstanding Series 2019 Bonds affected [(with the consent of the Bond Insurer)] by the Event of Default shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2019 Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Series 2019 Bonds.

Nothing in this Section 8.6 contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on the Bondholder's Series 2019 Bonds out of the Bond and Interest Fund, or the obligation of the City to pay the same, out of the Bond and Interest Fund, at the time and place in the Series 2019 Bonds expressed.

Section 8.7 Suits by Trustee. All rights of action under this Indenture, or under any of the Series 2019 Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Series 2019 Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Series 2019 Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 8.8 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.9 Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article 8 to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 8.10 Application of Moneys After Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply moneys, securities and funds on deposit in the Funds and Accounts established pursuant to Article 6 or received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(a) To the payment of the reasonable and proper fees, charges, expenses and liabilities of the Trustee, the Bond Registrar and any paying agent, including the fees and expenses of outside counsel for the Trustee, Bond Registrar and any paying agent and the payment of Administrative Expenses owed to the City or the Consultant.

(b) To the payment of the principal and interest then due on the Series 2019 Bonds as follows:

(i) first, to the payment to the persons entitled thereto of all interest then due or payable on the Series 2019 Bonds in the order of the maturity of such installments;

(ii) second, to the payment to the persons entitled thereto of the unpaid installments of principal of any of the Series 2019 Bonds which have become due in the order of the maturity of such installments; and

(iii) [third, to the payment of amounts due and payable to the Bond Insurer, not paid pursuant to (i) and (ii) above].

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this paragraph, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the paying agent, or otherwise setting aside such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Series 2019 Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Series 2019 Bond until such Series 2019 Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

ARTICLE 9 TRUSTEE

Section 9.1 Appointment of the Trustee. The Trustee hereunder is hereby constituted and appointed as the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set forth in this Article 9.

Section 9.2 Performance of Duties. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture, using such care as a corporate trustee ordinarily would use in performing trusts under a corporate indenture or trust or depositary agreement.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such other percentage as is otherwise specifically required by the terms hereof) in aggregate principal amount of all the Series 2019 Bonds at the time outstanding other than actions taken or omitted by the Trustee which are adjudicated to have resulted from the negligence of the Trustee.

(d) None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the exercise of any of its rights or powers.

(e) At any and all reasonable times, upon first providing 48 hours' notice to the City, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Special Services and the Series 2019 Bonds, and to copy such memoranda from and in regard thereto as may be desired.

(f) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers granted by this Indenture or otherwise in respect of the premises.

(g) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, reasonably necessary to establish the right of the City to the withdrawal of any cash or the taking of any other action by the Trustee.

(h) Before taking any action under Section 8.2, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished by the party requesting that the Trustee take such action for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken or failure to act in accordance with this Indenture.

(i) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

Section 9.3 Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) hereof:

(a) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any notice, request, direction, election, order or demand of the City mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the City by an Authorized Officer (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy thereof certified by the City Clerk under the City seal;

(c) The Trustee may consult with reputable counsel (who may but need not be counsel for the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;

(d) Whenever in the administration of the trusts under this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the City; and such certificate of the City shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 9.4 Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Series 2019 Bonds (except the Trustee's certificate of authentication thereon), all of which are made by the City solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture, or of any indenture supplemental hereto, or of the Bond Ordinance or the Series 2019 Bonds, or the sufficiency of the taxes levied to pay the principal of and interest on the Series 2019 Bonds, or for the security afforded hereby or for the validity of any securities at any time held hereunder, and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the City of the proceeds of any Series 2019 Bonds authenticated and delivered hereunder, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Indenture.

Section 9.5 Trustee May Acquire Series 2019 Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Series 2019 Bonds and may otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 9.6 Qualification of Trustee. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least \$25,000,000, and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so

published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.7.

Section 9.7 Resignation or Removal of Trustee and Appointment of Successor. The Trustee may at any time resign by giving written notice to the City, [the Bond Insurer,] and the Bondholders by first class mail to the names and addresses shown on the list maintained by the Bond Registrar. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing executed by order of the City. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Series 2019 Bond or Series 2019 Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(a) In case at any time any of the following shall occur:

(i) The Trustee shall cease to be eligible in accordance with the provisions of Section 9.6 and shall fail to resign after written request therefor by the City or by any Bondholder who has been a bona fide holder of a Series 2019 Bond or Series 2019 Bonds for at least six months, or

(ii) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the City or any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(b) After the recurrence of an Event of Default, [the Bond Insurer or] the holders of a majority in aggregate principal amount of all the Series 2019 Bonds at the time outstanding may remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by [the Bond Insurer or] such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers, may be incorporated under the laws of the United States or of any State within the United States. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in Section 9.6.

(c) Provided no Event of Default has occurred hereunder, the City may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City.

(d) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section 9.7 shall become effective upon acceptance of appointment by the successor Trustee as provided in Section 9.8.

Section 9.8 Concerning the Successor Trustee. Any successor Trustee appointed as provided in Section 9.7 shall execute, acknowledge and deliver to the City and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but nevertheless on the written request of the City or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the City shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall nevertheless be entitled to receive the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by this Article 9.

No successor Trustee shall accept appointment as provided in this Section 9.8 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 9.6.

Upon the acceptance of appointment by a successor Trustee as provided in this Section 9.8, the City shall mail a copy of such notice to each person whose name appears as an owner of Series 2019 Bonds on the list maintained by the Bond Registrar. If the City fails to mail such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City from amounts on deposit in the Administrative Expense Fund.

Section 9.9 Monthly Statements. The Trustee shall provide to the Purchaser, the Consultant, [the Bond Insurer] and the City, or their designees, a monthly statement, commencing on April 1, 2019, itemizing all moneys received by it and all payments made by it under this Indenture during the preceding monthly period and annual reports relating to the Funds and Accounts created under this Indenture and such other information relating to the Series 2019 Bonds and the Funds and Accounts maintained by the Trustee under this Indenture as the Purchaser, [the Bond Insurer] and the City shall reasonably request.

ARTICLE 10 SUPPLEMENTAL INDENTURES

Section 10.1 Supplemental Indentures Not Requiring Consent of Bondholders. The City by the Corporate Authorities, and the Trustee from time to time and at any time, subject to

the conditions and restrictions in this Indenture contained including, without limitation, the provisions of Section 10.6 hereof, may pass and accept an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, for any one or more of the following purposes:

(a) To add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(b) To grant to or confer upon the Trustee for the benefit of the owners of the Series 2019 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners or the Trustee;

(c) To modify, amend or supplement this Indenture in such manner as to permit, if presented, the qualification of this Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or under any state blue sky law; and

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture.

(e) To issue refunding bonds subject to the limitations set forth in the Special Tax Roll and Report and the Establishing Ordinance.

(f) To permit any other amendment that, in the judgment of the Trustee, is not materially adverse to the Trustee or the Holders.

Any supplemental indenture authorized by the provisions of this Section 10.1 may be executed by the City, by the Corporate Authorities, and by the Trustee without the consent of the registered owners of any of the Series 2019 Bonds at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 10.6, notwithstanding any of the provisions of Section 10.2, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 10.2 Supplemental Indentures Requiring Consent of Bondholders. With the consent (evidenced as provided herein) of [the Bond Insurer and] the registered owners of not less than a majority in aggregate principal amount of the Series 2019 Bonds, respectively, at the time outstanding, but only upon receipt of an opinion of bond counsel if requested pursuant to the provisions of Section 10.6, the City, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this indenture or of any supplemental indenture; provided that no such modification or amendment shall extend the maturity or reduce the principal of or the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Series 2019 Bond without the express consent of the registered owner of such Series 2019 Bond

or permit the creation of a preference or priority of any Series 2019 Bond or Series 2019 Bonds over any other Series 2019 Bond or Series 2019 Bonds or reduce the percentage of Series 2019 Bonds, respectively, required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Series 2019 Bonds, respectively, (except as aforesaid) of the right to payment of the Series 2019 Bonds, respectively, from the Special Taxes and the Foreclosure Proceeds without the consent of the registered owners of all the Series 2019 Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such Indenture and upon the filing with the Trustee of evidence of the consent of the [Bond Insurer and] Bondholders as aforesaid, the Trustee shall accept such supplemental indenture, but the Trustee shall not be obligated to accept any provision of such supplemental indenture to the extent that it affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the passage by the City and the acceptance by the Trustee of any supplemental indenture pertaining to the Series 2019 Bonds pursuant to the provisions of this paragraph, the City shall cause the Trustee to mail a notice by first class mail to [the Bond Insurer and] the Bondholders, setting forth in general terms the substance of such supplemental indenture, and that the supplemental Indenture has been consented to by [the Bond Insurer and] the requisite percentage of the Bondholders. Any failure of the City to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 10.3 Supplemental Indenture to Modify this Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article 10, and upon receipt of the opinion of bond counsel if required by the provisions of Section 10.6, this Indenture shall be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all registered owners of Series 2019 Bonds, respectively, outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.4 Trustee May Rely Upon Opinion of Counsel Re: Supplemental Indenture. The Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article 10 complies with the requirements of this Article 10.

Section 10.5 Notation. Series 2019 Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 10 may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Series 2019 Bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by

the City, authenticated by the Trustee and delivered without cost to the registered owners of the Series 2019 Bonds then outstanding, upon surrender for cancellation of such Series 2019 Bonds in equal aggregate principal amounts.

Section 10.6 Opinion of Bond Counsel. Prior to the adoption of a supplemental indenture executed pursuant to the provisions of this Article 10 the Trustee shall give written notice by mail to the registered owners of all Series 2019 Bonds Outstanding at the addresses as set forth in the Register of the Series 2019 Bonds held by the Bond Registrar of the substance of the proposed supplemental indenture. If within 10 days of the Trustee's mailing such notice any registered owner of the Series 2019 Bonds requests that an opinion of bond counsel be delivered to the effect that such supplemental indenture will not adversely affect the exclusion from gross income of interest on the Series 2019 Bonds for federal income tax purposes, such supplemental indenture shall not become effective until such opinion has been delivered to the Trustee.

ARTICLE 11 DEFEASANCE

Section 11.1 Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Series 2019 Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the City all moneys or securities held pursuant to this Indenture which are not required for the payment of principal or Redemption Price, if applicable, of and interest on Series 2019 Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding Series 2019 Bonds the principal or Redemption Price and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2019 Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the City to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Series 2019 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1. In addition, any Outstanding Series 2019 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1 upon compliance with the provisions of subsection (c) of this Section 11.1.

(c) Subject to the provisions of subsection (d) of this Section 11.1, any Outstanding Series 2019 Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 11.1 if:

(i) in case any of said Series 2019 Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee irrevocable instructions accepted in writing by the Trustee to give as provided in Section 3.5 notice of redemption of such Bonds on said date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or Defeasance Securities, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Series 2019 Bonds on or prior to the redemption date or maturity date thereof, as the case may be; and

(iii) in the event said Series 2019 Bonds do not mature, are not by their terms subject to redemption or, under the plan of refunding applicable thereto, are not to be redeemed, in each case, within the next succeeding ninety (90) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the owners of such Series 2019 Bonds at their last addresses appearing on the books of the City kept at the office of the Bond Registrar a notice that the deposit required by (ii) above has been made with the Trustee and that said Series 2019 Bonds are deemed to have been paid in accordance with this Section 11.1 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Series 2019 Bonds.

In the event Defeasance Securities are deposited with the Trustee the City shall also provide a Verification verifying the sufficiency of the Defeasance Securities to pay the Series 2019 Bonds in full on the maturity or redemption date.

(d) Anything in this Indenture to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Series 2019 Bonds which remain unclaimed for one year after the date when such Series 2019 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption shall be repaid to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged, with respect thereto and the Bondholders shall look only to the City for the payment of such Series 2019 Bonds; provided, however, that before being required to make any such payment to the City, the Trustee shall, at the expense of the City, give to the owners of such Series 2019 Bonds as to which any moneys remain unclaimed, by first class mail, postage prepaid, at the last address of such owners appearing on the books of the City kept at the office of the Bond Registrar, a notice that said moneys remain unclaimed and that, after a date named

in said notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

(e) Upon the payment or defeasance of all outstanding Series 2019 Bonds as provided in this Article 11, the Trustee and the City shall execute a Satisfaction of Tax Lien for all Parcels for which a satisfaction of tax lien has not previously been delivered and the City shall file or cause to be filed such Satisfaction of Tax Lien with the Recorder of Deeds of Kendall County, Illinois.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Severability. If any provision of this Indenture shall be held or deemed to be illegal, inoperative or unenforceable under applicable law or interpreted in such manner as to be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 12.2 Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, or when sent by telecopy (receipt confirmed by telephone) or telegram, addressed as follows:

If to the City: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attention: Mayor
Telephone: (630) 553-4350

Bond Counsel: Foley & Lardner LLP
321 N. Clark St., Suite 2800
Chicago, IL 60654-5313
Attention: Laura L. Bilas
Telephone: (312) 832-4533
Fax: (312) 832-4700

If to the Trustee: Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, IL 60602
Attention: Ann Longino
Telephone: (312) 822-3187
Fax: (312) 541-6044

If to the Purchaser: D.A. Davidson & Co.
227 W. Monroe Street. Suite 5250
Chicago, Il 60606
Attention: Peter Raphael
Telephone: (312) 525-2776

[If to the Bond Insurer:]

The Trustee agrees to accept and act upon instructions or directions pursuant to the Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing.

Section 12.3 Holidays. If any date for the payment of an amount hereunder or the taking of any other action required or permitted to be taken hereunder, is not a Business Day, then such payment shall be due, or such action shall or may be taken, as the case may be, on the first Business Day thereafter with the same force and effect as if done on the nominal date provided in this Indenture.

Section 12.4 Execution of Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.5 Applicable Law. This Indenture shall be governed by and construed in accordance with the internal laws of the State.

Section 12.6 Immunity of Officers, Employees, Elected Officials of City. No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2019 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture or any agreement supplemental hereto, against any past, present or future Mayor, trustee or other officer, director, member, employee, attorney or agent of the City, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the City or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of any of the Series 2019 Bonds.

IN WITNESS WHEREOF, the United City of Yorkville, Illinois has caused these presents to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk and to evidence its acceptance of the trusts hereby created Amalgamated Bank of Chicago has caused these presents to be signed in its name and on its behalf by its Authorized Officer, its official seal to be hereunto affixed and the same to be attested by its Authorized Officer, all as of the day and year first above written.

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

[SEAL]

Attest:

By: _____
City Clerk

**AMALGAMATED BANK OF CHICAGO,
as Trustee**

By: _____
Authorized Officer

[SEAL]

Attest:

By: _____
Authorized Officer

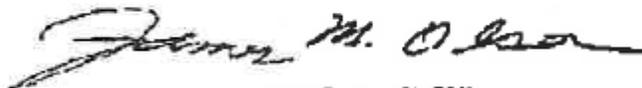
EXHIBIT A

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBER 2003-101

State of Illinois:
:SS
County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Registered Land Surveyors, have surveyed that part of Section 9, Township 36 North Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 9; thence southerly along the West Line of said Northwest Quarter, 569.20 feet to the center line of Illinois State Route No. 47; thence South 35°00'00" East, along said center line, 1062.70 feet to the southernmost corner of a tract described in a Warranty Deed from Edna Halbesma to Hannah Geiger recorded in Book 115 at Page 241 on December 27, 1957; thence South 35°00'00" East, along said center line, 323.02 feet; thence North 56°20'00" East, 755.43 feet; thence North 49°30'57" East, 525.07 feet to the southwesterly line, as occupied, of the Oak Hill Farm as shown in a plat recorded in Plat Book 5 on Page 16 (now "Slot 303") for the point of beginning; thence South 49°38'57" West, 525.07; thence South 56°20'00" West, 755.43 feet to said center line; thence South 35°00'00" East, along said center line, 484.85 feet to its intersection with the center line of Legion Road; thence South 35°00'00" East, along said Illinois State Route No. 47 center line and said center line extended, 1925.22 feet; thence South 16°45'00" East, 126.93 feet to the line of a fence extended from the east; thence North 88°15'14" East along said fence line and its extension, 3115.46 feet to a point on the East Line of the Southeast Quarter of said Section 9, which is 1533.84 feet (measured along said East Line) northerly of the Southeast Corner of said Southeast Quarter; thence North 00°02'46" West, along said East Line, 445.77 feet to a limestone monument at the southeasterly corner of said Oak Hill Farm; thence North 52°55'31" West, along the southwesterly line, as occupied, of said Oak Hill Farm, 3591.35 feet; thence North 16°53'04" West, along said southwesterly line, as occupied, 655.46 feet to the point of beginning (excepting therefrom the 50 foot wide right-of way conveyed to the Fox and Illinois Union Railway Company recorded in Deed Record 66 at Page 287) all in Kendall Township, Kendall County, Illinois and containing 163.522 acres as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois January 17, 1990



JAMES M. OLSON
Illinois Registered Land Surveyor No. 2253
JAMES M. OLSON ASSOCIATES, LTD.
107 West Madison Street
Yorkville, Illinois 60560
(708)553-0050

EXHIBIT B

[_____ (“_____”) New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to Amalgamated Bank of Chicago, Chicago, Illinois, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.]

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF KENDALL

UNITED CITY OF YORKVILLE
SPECIAL SERVICE AREA NUMBERS 2003-101 (WINDETT RIDGE PROJECT)
SPECIAL TAX REFUNDING BOND
SERIES 2019

Bond No.:	R-___	Principal Amount:	\$ _____
Date of Bond:	_____	Interest Rate:	_____%
CUSIP:	_____	Date of Maturity:	March 1, 20__

Registered Owner: Cede & Co.

The United City of Yorkville, Kendall County, Illinois (the “City”), for value received, promises to pay to the Registered Owner specified above or registered assigns, upon presentation and surrender of this bond at the office of Amalgamated Bank of Chicago, Chicago, Illinois, as Trustee (the “Trustee”) the Principal Amount of this bond specified above on the Date of Maturity specified above and to pay the Registered Owner of this bond interest on that sum at the Interest Rate per year specified above from the Date of Bond specified above to the Date of Maturity specified above, payable semiannually on March 1 and September 1, with the first interest payment date being September 1, 2019. Interest shall be computed on the basis of a 360 day year of twelve 30 days months. Interest on this bond shall be payable on each interest payment date by check or draft of the Trustee mailed to the person in whose name this bond is registered at the close of business on the 15th day of the month preceding such interest payment date. During such time as this bond is registered so as to participate in a securities depository system with The Depository Trust Company (“DTC”), principal of and interest on this Bond shall be payable by wire transfer pursuant to instructions from DTC. The principal of, interest on and redemption premium on this bond are payable in lawful money of the United States of America. No interest shall accrue on this bond after its Date of Maturity unless this bond shall have been presented for payment at maturity and shall not then have been paid.

This bond is one of an authorized issue of bonds in the aggregate principal amount of \$_____. This bond and the issue of which it is a part (together, the “Series 2019 Bonds”) are issued pursuant to the provisions of the “Special Service Area Tax Law,” 35 ILCS §200/27 5, *et seq.*, as amended, and the provisions of the Local Government Debt Reform Act, 30 ILCS §350/1, *et seq.*, as amended, and the principal of and interest on the Series 2019 Bonds are payable from special taxes designated as Special Taxes (the “Special Taxes”) levied on all

taxable real property within the United City of Yorkville Special Service Area Number 2003-101 (the “Special Service Area”) pursuant to a special tax roll.

The Series 2019 Bonds are being issued for the purpose of paying a portion of refunding certain special service area bonds of the City, all as more fully described in an ordinance adopted by the Mayor and City Council of the City on _____, 2019 as supplemented by a Bond Order executed pursuant thereto (collectively, the “Bond Ordinance”) and a Trust Indenture dated as of _____ 1, 2019 between the City and the Trustee (the “Indenture”), to all the provisions of which the holder by the acceptance of this bond assents. Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture. The Series 2019 Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the collection of the Special Taxes and other moneys deposited in certain Funds and Accounts established pursuant to the Indenture. For the prompt payment of the principal of and interest on this bond the Special Taxes are hereby irrevocably pledged. THE SERIES 2019 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE UNLIMITED TAXING POWER OF THE CITY SHALL BE PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2019 BONDS.

[The Series 2019 Bonds maturing on March 1, ____ are subject to mandatory redemption, in part and randomly, at the Redemption Price equal to the principal amount thereof to be redeemed, without premium, on March 1 of the years and in the amounts as follows:

Redemption Date	Principal
<u>March 1</u>	<u>Amount</u>

The City covenants that it will redeem the Series 2019 Bonds pursuant to the mandatory sinking fund redemption requirements for the Series 2019 Bonds to the extent amounts are on deposit in the Bond and Interest Fund.]

The Series 2019 Bonds are subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2027, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption.

Any optional redemption of Series 2019 Bonds shall be applied to the extent possible, to reduce pro rata the amount maturing [or required to be redeemed by mandatory sinking fund redemption] pursuant to the Indenture, and so as to maintain the proportion of principal maturing [or subject to mandatory sinking fund redemption] in each year to the total original principal amount of Series 2019 Bonds.

The Series 2019 Bonds, are also subject to mandatory redemption on any interest payment date, in part, at a redemption price equal to the principal amount to be redeemed,

together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the special services or any other property owned by or dedicated to the City within the Special Service Area and allocable to the Series 2019 Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

The Series 2019 Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event of a mandatory prepayment of the Special Taxes upon any event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amounts set forth in the Special Tax Roll and Report.

The Series 2019 Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from amounts available for disbursement from the Special Redemption Account and from amounts transferred from the Reserve Fund to the Special Redemption Account in connection with optional prepayments of the Special Taxes, at a redemption price (expressed as a percentage of the principal amount of the Series 2019 Bonds to be redeemed), as set forth below, together with accrued interest on such Series 2019 Bonds to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
On or prior to February 28, 2026	102%
March 1, 2026 through February 28, 2027	101
March 1, 2027 and thereafter	100

Any mandatory redemption of the Series 2019 Bonds in part from proceeds from condemnation or prepayments of the Special Taxes shall be applied to reduce pro rata the amount of Series 2019 Bonds maturing [or required to be redeemed by mandatory sinking fund redemption] pursuant to the Indenture, and so as to maintain the proportion of principal maturing [or subject to mandatory sinking fund redemption] in each year to the total original principal amount of Series 2019 Bonds.

If less than all the Series 2019 Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar named below will assign to each Series 2019 Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Series 2019 Bond. The Bond Registrar will then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of Series 2019 Bonds of that maturity to be redeemed; provided that following any redemption, no Series 2019 Bonds shall be outstanding in an amount less than the minimum Authorized Denomination except (a) as necessary to effect the mandatory sinking fund redemption of Series 2019 Bonds as provided in the Indenture, or (b) to effect a special

mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is \$5,000 or less.

Notice of the redemption of any Series 2019 Bonds, which by their terms shall have become subject to redemption, will be given to the registered owner of each Series 2019 Bond called for redemption in whole or in part not less than 30 or more than 60 days before any date established for redemption of Series 2019 Bonds, by the Bond Registrar, on behalf of the City, by registered or certified mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of Series 2019 Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Series 2019 Bond to be redeemed in part only, the notice will also specify the portion of the principal amount of the Series 2019 Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Series 2019 Bond will be a condition precedent to the redemption of that Series 2019 Bond, provided that any notice which is mailed in accordance with the Indenture will be conclusively presumed to have been duly given whether or not the owner received that notice. The failure to mail notice to the owner of any Series 2019 Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Series 2019 Bonds.

With respect to an optional redemption of any Series 2019 Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2019 Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Series 2019 Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Series 2019 Bonds will not be redeemed.

This bond is negotiable, subject to the following provisions for registration and registration of transfer. The City maintains books for the registration and registration of transfer of Series 2019 Bonds at the office of the Trustee, as Bond Registrar. This bond is fully registered on those books in the name of its owner, as to both principal and interest, and transfer of this bond may be registered on those books upon surrender of this bond to the Bond Registrar by the registered owner or his or her attorney duly authorized in writing together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon surrender of this bond for registration of transfer, a new bond or bonds in the same aggregate principal amount and of the same maturity will be issued to the transferee as provided in the Indenture.

This bond may be exchanged, at the option of the Registered Owner, for an equal aggregate principal amount of bonds of the same maturity of any other Authorized Denominations, upon surrender of this bond at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his or her duly authorized attorney.

For every exchange or registration of transfer of this bond, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to that exchange or registration of transfer, and payment of that charge by the person requesting exchange or registration of transfer shall be a condition precedent to that exchange or registration of transfer. No other charge may be made by the City or the Bond Registrar as a condition precedent to exchange or registration of transfer of this bond.

The Bond Registrar shall not be required to exchange or register the transfer of any Series 2019 Bond following the close of business on the 15th day of the month preceding any interest payment date on such Series 2019 Bond, nor to transfer or exchange any Series 2019 Bond after notice calling such Series 2019 Bond for redemption has been mailed, nor during a period of 15 days next preceding mailing of a notice of redemption of any Series 2019 Bonds.

The City, the Trustee and the Bond Registrar may deem and treat the registered owner of this bond as its absolute owner, whether or not this bond is overdue, for the purpose of receiving payment of the principal of or interest on this bond and for all other purposes, and neither the City, the Bond Registrar nor the Trustee shall be affected by any notice to the contrary. Payment of the principal of and interest on this bond shall be made only to its registered owner, and all such payments shall be valid and effective to satisfy the obligation of the City on this bond to the extent of the amount paid.

All conditions which by law must have existed or must have been fulfilled in the issuance of this bond existed and were fulfilled in compliance with law. Provision has been made for the levy, collection and segregation of the Special Taxes sufficient to pay and discharge the principal of this bond at maturity and to pay interest on this bond as it falls due. The issuance of the Series 2019 Bonds by the City will not cause the City to exceed or violate any applicable limitation or condition respecting the issuance of bonds imposed by the law of the State of Illinois or by any Indenture, ordinance or resolution of the City. The Series 2019 Bonds are issued for purposes for which the City is authorized by law to issue bonds including but not limited to finance or refinance a portion of the costs of the special services to be provided to the Special Service Area, making deposits to a reserve fund, administrative expense fund and paying costs of the City in connection with the issuance of the Series 2019 Bonds.

This bond shall not be valid for any purpose unless and until the certificate of authentication on this bond shall have been duly executed by the Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the United City of Yorkville, Kendall County, Illinois, by its Mayor and City Council, has caused this bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and has caused its corporate seal to be affixed to this bond (or a facsimile of its seal to be printed on this bond), all as of the Date of Bond specified above.

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

(SEAL)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Indenture authorizing the issuance of \$ _____ United City of Yorkville, Kendall County, Illinois Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019.

AMALGAMATED BANK OF CHICAGO,
as Trustee

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfers to _____
this bond and all rights and title under this bond, and irrevocably constitutes and appoints
_____ attorney to transfer this bond on the books kept for registration of
this bond.

Dated: _____

EXHIBIT C

(The Above Space For Recorder's Use Only)

This Document was prepared by Foley & Lardner LLP and after recording return to:

Amalgamated Bank of Chicago
Attn: Corporate Trust Department
30 North LaSalle Street 38th Floor
Chicago, Illinois 60602

SATISFACTION OF TAX LIEN

The undersigned duly elected and acting Mayor of the United City of Yorkville, Kendall County, Illinois (the "City"), in consideration of the receipt of the sum of \$_____, hereby acknowledges and certifies that special taxes levied and to be extended in accordance with the Special Tax Roll approved by the Mayor and City Council of the City pursuant to Ordinance No. 2003-56 (the "Establishing Ordinance") are paid and the lien of such taxes satisfied with respect to the following lots in the City's Special Service Area Number 2003-101 (the "SSA") legally described on Exhibit A attached hereto:

Lot

PIN

The undersigned further certifies that pursuant to Exhibit B to the United City of Yorkville Special Service Area Number 2003-101 Special Tax Roll and Report which is incorporated in the Establishing Ordinance as Exhibit F (the "Special Tax Roll and Report"), upon payment of the prepayment amount as calculated pursuant to the Special Tax Roll and Report, the Consultant shall cause the satisfaction of tax lien to be recorded within 30 working days of receipt of the prepayment.

Dated: _____, 20__

**UNITED CITY OF YORKVILLE,
ILLINOIS**

Authorized Officer

Approved by:

Consultant

The Trustee hereby acknowledges receipt of the sum of \$ _____.

AMALGAMATED BANK OF CHICAGO,
as Trustee

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

I, _____, a Notary Public in and for such County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the United City of Yorkville, Illinois, whose name is subscribed to the foregoing Satisfaction, appeared before me this day in person and acknowledged that as such officer he signed and delivered the foregoing Satisfaction as such officer of the United City of Yorkville, Illinois, as his free and voluntary act, and as the free and voluntary act and deed of such City, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public

Commission expires _____, 20__

EXHIBIT D

DISBURSEMENT REQUEST

TO: Amalgamated Bank of Chicago
Attn: Corporate Trust Department
30 North LaSalle Street, 38th Floor
Chicago, Illinois 60602

**RE: \$ _____ United City of Yorkville, Kendall County, Illinois
Special Service Area Number 2003-101 (Windett Ridge Project)
Special Tax Refunding Bonds, Series 2019**

Amount Requested: _____

Total Disbursements to Date: _____

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Schedule I hereto together with the name and address of the person, firm, or corporation to whom payment is due and any other payment instructions.

2. The bills, invoices, or statements of account for each obligation referenced in Schedule I are attached hereto as Schedule II.

3. The City hereby certifies that:

a. This written requisition is for payment of costs in connection with the issuance of the above-referenced Series 2019 Bonds and the specific purpose for which this request is made is described in Schedule I.

b. Payment instructions sufficient to make the requested payment are set forth in Schedule I.

c. No portion of the amount being requested to be disbursed was set forth in any previous request for disbursement.

4. All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 dated as of _____ 1, 2019 by and between the United City of Yorkville, Kendall County, Illinois and Amalgamated Bank of Chicago, as Trustee.

By: _____
Authorized Signatory

Exhibit C

Bond Purchase Agreement

§ _____
United City of Yorkville, Illinois
Special Service Area Number 2003-101 (Windett Ridge Project)
Special Tax Refunding Bonds, Series 2019

BOND PURCHASE AGREEMENT

March __, 2019

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

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Purchaser”), offers to enter in to the following agreement (this “Contract”) with the United City of Yorkville, Illinois (the “City”), which upon acceptance by the City will be binding upon each of the City and the Purchaser. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indenture (as hereinafter defined) and the Limited Offering Memorandum (as hereinafter defined).

This offer is made subject to acceptance by the City on or before 1:00 P.M., Chicago time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the City at the address set forth above at any time prior to the acceptance hereof by the City. This offer is also subject to the following provisions:

1. Definitions.

For purposes of this Contract, the following terms have the meanings specified in this section, unless another meaning is plainly intended:

(A) “Act” means the Special Service Area Tax Law of the State of Illinois, 35 ILCS 200/27-5 et seq., as amended.

(B) “Administrative Services Agreement” means the Administrative Services Agreement dated August 12, 2003, between the City and David Taussig & Associates, Inc.

(C) “Ancillary Documents” means the Bond Ordinance, the Indenture, the Tax Compliance Certificate and Agreement, the Limited Offering Memorandum, the Continuing Disclosure Agreement, the Administrative Services Agreement and all other agreements and certificates executed and delivered in connection with the issuance and sale of the Bonds.

(D) “Area” means the United City of Yorkville Special Service Area Number 2003-101 (Windett Ridge Project) created pursuant to the Establishing Ordinance.

- (E) ["Bond Insurer" means _____.]
- (F) ["Bond Insurance Policy" means the financial guaranty insurance policy relating to the Bonds substantially in the form attached as an Appendix to the Limited Offering Memorandum.]
- (G) "Bond Ordinance" means Ordinance No. _____ of the City adopted at a meeting of the corporate authorities of the City on February __, 2019, as relating to the Bonds, as amended including the Bond Order executed pursuant thereto.
- (H) "Bonds" means the interest-bearing, tax exempt obligations issued by the City pursuant to the Bond Ordinance and called the United City of Yorkville, Kendall County, Illinois, Special Service Area No. 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019.
- (I) "Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are required or authorized by law to be closed in the City of Chicago or the State of Illinois or a day on which the New York Stock Exchange is closed.
- (J) "City" means the United City of Yorkville, Kendall County, Illinois.
- (K) "Closing" means the Closing as defined in Section 2(B) herein held on the Closing Date.
- (L) "Closing Date" means March __, 2019, or such earlier or later date as the City and the Purchaser shall mutually agree upon and refers to the date on which the transaction by which the City causes the Trustee to deliver the Bonds to the Purchaser and the Bonds are paid for by the Purchaser pursuant to this Contract.
- (M) "Code" means the Internal Revenue Code of 1986, as amended.
- (N) "Continuing Disclosure Agreement" means the Continuing Disclosure dated the date of the Closing Date between the City and Amalgamated Bank of Chicago.
- (O) "Contract" means this Bond Purchase Agreement.
- (P) "Establishing Ordinance" means Ordinance No. No. 2003-56, adopted at a meeting held on August 12, 2003, by the corporate authorities of the City for Special Service Area Number 2003-101 (Windett Ridge Project).
- (Q) "Governmental Body" means any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- (R) "Indenture" means the Trust Indenture dated as of March 1, 2019 between the City and the Trustee and any amendments and supplements thereto, pursuant to which the Bonds will be issued.
- (S) "Limited Offering Memorandum" means the Limited Offering Memorandum of the City (including each Appendix thereto) relating to the Bonds.
- (T) "Pledged Funds" means the Special Tax and the moneys and funds pledged to

the payment of the Bonds pursuant to the Bond Ordinance and Indenture.

(U) "Preliminary Limited Offering Memorandum" means the Preliminary Limited Offering Memorandum of the City (including each Appendix thereto) relating to the Bonds dated February __, 2019.

(V) "Prior Bonds" means the \$6,900,000 Special Service Area Number 2003-101 Special Tax Bonds, Series 2003 (Windett Ridge Project).

(W) "Purchaser" means D.A. Donaldson & Co.

(X) "Special Tax Roll and Report" means the SSA Number 2003-101 Special Tax Roll.

(Y) "Tax Compliance Certificate and Agreement" means the Tax Compliance Certificate and Agreement dated the Closing Date, executed by the City and the Trustee in connection with the Bonds and the refunding of the Prior Bonds.

(AA) "Trustee" means Amalgamated Bank of Chicago, as Trustee under the Indenture.

2. Purchase and Sale of the Bonds.

(A) Sale of Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser for such purpose, all, but not less than all, of the \$_____ aggregate principal amount of the Bonds, at a purchase price equal to \$_____, representing the principal amount of the Bonds of \$_____ [plus/less net original issue premium/discount] of \$_____ less Underwriter's discount of \$_____. The Bonds shall be issued pursuant to the Bond Ordinance and the Indenture. The Bonds shall be dated, shall mature on such dates and in such amounts, shall bear interest at such rates, shall be offered at the initial offering prices as described in Schedule I attached hereto, and shall be subject to such other terms and conditions, all as described in the Limited Offering Memorandum, the Bond Ordinance and the Indenture.

(B) Closing. The purchase and sale of the Bonds shall take place on the Closing Date at the offices of Foley & Lardner LLP, Chicago, Illinois. At the Closing, as defined below, the Purchaser will accept the delivery of the Bonds duly executed by the City, together with other documents herein mentioned, and will make payment therefor as provided here in by immediately available funds payable to the order of the Trustee for the account of the City. The payment for the Bonds and delivery of the Bonds, as herein described, is herein called the "Closing."

3. City's Pre-Closing Deliveries.

(A) Prior to the Closing Date, the City shall have delivered or caused to be delivered to the Purchaser an executed copy of the Limited Offering Memorandum, executed on behalf of the City by its Mayor.

(B) Prior to the Closing Date, the City shall have delivered or caused to be delivered to the Purchaser a certified copy of the Establishing Ordinance, the Bond Ordinance, and

such other ordinances of the City which shall include the authorization of the execution, delivery and performance of this Contract, the Bonds and the other Ancillary Documents to which the City is a party, among other things, together with such reasonable number of copies of each of the foregoing as the Purchaser shall request.

(C) The City hereby authorizes any and all of the material described above in Subsections A and B of this Section 3 and the Ancillary Documents, the information contained in the Limited Offering Memorandum and the Bond Ordinance and all other instruments, documents and agreements delivered pursuant to Section 8 of this Contract or in connection with the transactions contemplated hereby, for use in connection with the offering and sale of the Bonds. The City hereby ratifies, approves, and consents to the use and distribution by the Purchaser, prior to the date hereof, of the Preliminary Limited Offering Memorandum and hereby ratifies, approves and consents to the use of the Limited Offering Memorandum after the date hereof in connection with the offering and sale of the Bonds. The City deems final the Preliminary Limited Offering Memorandum for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. The City hereby agrees to furnish such information, execute such instruments and take such other action at the expense of and in cooperation with the Purchaser as the Purchaser may deem reasonably necessary in order to qualify the Bonds for offering and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Purchaser may designate; provided, however, that the City shall not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

4. Representations and Warranties of the City.

The City represents and warrants to and agrees with the Purchaser that:

(A) City. The City is a non-home rule unit, municipal corporation duly organized and validly existing and is in good standing under the laws and the Constitution of the State of Illinois. The City is authorized and empowered by the Act and the Bond Ordinance and such other ordinances of the City as have been duly adopted by the City, to enter into the transactions contemplated by this Contract, the Bond Ordinance, the Limited Offering Memorandum, and the Ancillary Documents to which the City is or is to be a party. The adoption of each of the Bond Ordinance and the Establishing Ordinance and the execution, delivery and performance by the City of this Contract, the Ancillary Documents to which the City is or is to be a party and the issuance of the Bonds are within the legal right, power and authority of the City, have been duly and validly authorized by all necessary proceedings of the City, and such execution, delivery and performance by the City as of the date of this Contract and as of the Closing Date do not and will not contravene, or constitute a breach of or default (with due notice or the passage of time or both) under, any provision of law, ordinance or regulation applicable to the City, or any provision of the municipal code or other rules and procedures of the City, or any judgment, order, decree, agreement or instrument binding on it or, except as described in the Limited Offering Memorandum, result in the creation of any lien or other encumbrance on any asset of the City. This Contract and the Bond Ordinance each constitute, and the Ancillary Documents to which the City is or is to be a party, when executed and delivered by the City and any other parties thereto, will constitute valid and binding agreements of the City enforceable against the City in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization, or other similar laws affecting creditors' rights generally and by the availability of equitable remedies, and the Bonds, when issued and delivered by the City in accordance with this Contract and the Bond Ordinance, will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent limited by bankruptcy,

reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies. When delivered to and paid for by the Purchaser at the Closing in accordance with the provisions of this Contract, the Bonds will conform in all material respects to the description thereof contained in the Limited Offering Memorandum.

(B) Use of Proceeds. The City will not take or omit to take any action which will in any way cause or result in the proceeds from the sale of the Bonds being applied other than as provided in the Bond Ordinance or the Indenture and as described in the Limited Offering Memorandum. Such proceeds will not be used by the City in a manner that would cause the Bonds or the Prior Bonds to be “arbitrage bonds” within the meaning of the Code, or any successor thereto, and the applicable regulations promulgated or proposed thereunder.

(C) Governmental Authorization. All authorizations, consents and approvals of any Governmental Body required in connection with the execution and delivery by the City of, or in connection with the performance by the City of its obligations under, the Bonds, the Bond Ordinance and the Establishing Ordinance, this Contract, or the Ancillary Documents to which the City is or is to be a party, have been obtained and are in full force and effect, or will be obtained prior to Closing and will be in full force and effect as of the Closing Date.

(D) Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the captions “INTRODUCTORY STATEMENT,” “THE BONDS” (other than information under the sub-caption “- Book-Entry Only System”), “PLAN OF FINANCE,” “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” (other than information under the sub-caption “- Value to Lien Ratio”), “THE AREA,” “THE CITY,” “THE SPECIAL SERVICE AREA AND THE SPECIAL TAX,” “LEGAL OPINIONS,” “CONTINUING DISCLOSURE,” “NO LITIGATION,” “NO BOND RATING” and “AUTHORIZATION” and in Appendix A thereto (collectively, the “City Information”) are, and as of the date of the Closing, will be, true and correct in all material respects and such descriptions and information in the Limited Offering Memorandum, as of its date and as of the Closing Date will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(E) No Liens or Encumbrances. Other than as specifically set forth in the Limited Offering Memorandum, there are no existing liens, claims, charges or encumbrances on or rights to any funds, revenues or interests pledged pursuant to the Bond Ordinance and the Indenture which are senior to, or on a parity with, the claims of the holders of the Bonds. Other than as specifically disclosed in the Limited Offering Memorandum, the City has not entered into any contract or arrangements of any kind, and there is no existing, pending, threatened, or anticipated event or circumstance that might give rise to any lien, claim, charge or encumbrance on or right to the assets, properties, funds, or interests pledged pursuant to the Bond Ordinance and the Indenture which would be prior to, or on a parity with, the claims of the holders of the Bonds. The City is lawfully entitled to receive, pledge and assign all amounts or revenues which have been pledged or assigned as security for the payment of the principal of and interest on the Bonds.

(F) No Litigation. Except as described in the Limited Offering Memorandum, as of the date of this Contract and as of the Closing Date (i) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, to restrain

or enjoin, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or the delivery by the City of any of the Ancillary Documents to which the City is a party, or the collection of Pledged Funds, or in any way contesting or affecting the validity of the Bonds or the Prior Bonds, or any of the Ancillary Documents to which the City is a party, or in any way questioning or affecting (w) the proceedings under which the Bonds are to be issued or the Prior Bonds were issued, (x) the validity or enforceability of any provision of the Bonds, the Bond Ordinance and the Establishing Ordinance or this Contract or any Ancillary Documents, (y) the authority of the City to collect the Pledged Funds, or to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions set forth in the Ancillary Documents to which it is or is to be a party as contemplated hereby or by the Bond Ordinance, the Indenture, or the Limited Offering Memorandum, (z) the legal existence of the City, or the title of its Mayor, Aldermen or officers to their offices, and (ii) there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or any governmental agency or public board or body, pending against the City or, to the knowledge of the City, threatened against the City, involving any of the property or assets within the City, which may result in any material adverse change in the Pledged Funds, assets or the financial condition of the City.

(G) Certificates. Any certificate signed by an authorized officer of the City and delivered to the Purchaser and/or the Trustee shall be deemed a representation and covenant by the City to the Purchaser and/or the Trustee as to the statements made therein.

(H) The Ordinances. Each of the Bond Ordinance and the Establishing Ordinance is in full force and effect, and has not been amended, modified, revoked or repealed. The City covenants to adopt an abatement ordinance abating the Special Tax levied to pay the Prior Bonds at the first meeting held subsequent to the issuance of the Bonds and to file such abatement ordinance with the County Clerk of Kendall County.

5. Reserved.

6. Representations, Warranties and Agreements of the Purchaser.

The Purchaser represents and warrants to and agrees with the City that:

(A) Limited Offering. The Purchaser agrees to make a bona fide limited offering of the Bonds to a limited number (35 or less) of sophisticated investors or registered investment companies under the Investment Company Act of 1940 at the initial offering price set forth on the cover of the Limited Offering Memorandum.

(B) Limited Offering Memorandum. The descriptions and information contained in the Limited Offering Memorandum under the caption "UNDERWRITING" are, and as of the date of the Closing will be, true and correct in all material respects and such descriptions and information in the Limited Offering Memorandum, as of its date and as of the Closing Date, will not contain an untrue, incorrect or misleading statement of a material fact; and such descriptions and information in the Limited Offering Memorandum do not, as of its date and as of the Closing Date will not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

7. Termination of the Purchase Contract.

The Purchaser shall have the right to cancel Purchaser's obligations to purchase the Bonds, if, between the date hereof and the date of Closing, (i) legislation shall be enacted, or actively considered

for enactment, by the Congress or recommended by the President of the United States to the Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or Limited Offering Memorandum by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other agency or department of the United States shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Bonds; (ii) any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or contemplated by the Limited Offering Memorandum, or, in the reasonable opinion of the Purchaser, such action or event pertaining to the federal income tax consequences referenced above materially adversely affects the market for the Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Purchaser of the Bonds; (iii) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (A) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; (iv) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein and in the Limited Offering Memorandum, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; (v) there shall occur any event which in the reasonable judgment of the Purchaser either (A) makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum or (B) is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the City refuses to permit the Limited Offering Memorandum to be supplemented to correct or supply such statement or information, or the effect of the Limited Offering Memorandum as so corrected or supplemented is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering price, by the Purchaser of the Bonds; (vi) there shall occur any outbreak of hostilities or any regional, national or international calamity or crisis or a financial crisis and the effect is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the market for or the marketability of the Bonds or obligations of the general character of the Bonds; (vii) a general suspension of trading on the New York Stock Exchange is in force; (viii) a general banking moratorium is declared by federal or state authorities; (ix) there occurs any material adverse change in the affairs, operations or financial conditions of the City, except as set forth or contemplated in the Limited Offering Memorandum; (x) the Limited Offering Memorandum is not executed, approved and delivered in accordance with Section 3 above; (xi) in the reasonable judgment of the Purchaser, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be adversely affected because: (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; (xii) a war involving the United States of America shall have

been declared, or any conflict involving the armed forces of any country shall have escalated, or any other international, national or regional emergency relating to or affecting the effective operation of government or the financial community shall have occurred, which, in the reasonable judgment of the Purchaser, materially adversely affects the market for the Bonds or of obligations of the general character of the Bonds; (xiii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way protesting or affecting any authority for or the validity of the Bonds, the Bond Ordinance, the existence or powers of the City, or any event described or contemplated by the Limited Offering Memorandum; (xiv) there shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city or political subdivision of any state, the effect of which, in the reasonable judgment of the Purchaser, would materially adversely affect the ability of the Purchaser to market the Bonds.

8. Conditions of Closing.

The Purchaser's obligation to purchase the Bonds under this Contract is subject to the performance by the City of its obligations hereunder at and prior to the Closing Date, to the accuracy, in the reasonable discretion of the Purchaser, of the representations and warranties of the City contained herein as of the Closing Date, and, in the reasonable discretion of the Purchaser, to the following conditions, including the delivery of such documents as are enumerated herein in form and substance satisfactory to the Purchaser and its counsel as of the Closing Date:

(A) Ordinances in Effect and City in Compliance Therewith. At the time of the Closing (i) each of the Bond Ordinance and the Establishing Ordinance shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except as may have been agreed to in writing by the Purchaser, and the City shall have duly adopted and there shall be in full force and effect such additional ordinances or agreements as shall be, in the opinion of Bond Counsel, necessary in connection with the transactions contemplated hereby and (ii) the City shall perform or have performed all of its obligations required under or specified in this Contract with regard to the Bonds or the Bond Ordinance to be performed at, simultaneously with or prior to the Closing.

(B) Opinions of Bond Counsel. The Purchaser shall have received an unqualified approving legal opinion substantially in the form of Appendix C to the Limited Offering Memorandum and a supplemental legal opinion substantially in the form of Exhibit A hereto, each dated the Closing Date, addressed to the Purchaser and the Trustee, from Foley & Lardner LLP, Bond Counsel, satisfactory to the Purchaser in its reasonable discretion.

(C) Opinion of Purchaser's Counsel. The Purchaser shall have received an opinion dated the Closing Date, addressed to the Purchaser, from SJ Gray Law LLC, satisfactory to the Purchaser in its reasonable discretion.

(D) Opinion of Counsel to the City. The Purchaser shall have received a favorable opinion dated the Closing Date, addressed to the Purchaser, Bond Counsel and the Trustee, from Kathleen Field Orr & Associates, counsel to the City, satisfactory to the Purchaser in its reasonable discretion, substantially in the form of Exhibit B hereto.

(E) Continuing Disclosure. An executed copy of the Continuing Disclosure Agreement substantially in the form attached to the Limited Offering Memorandum shall have been executed and delivered by the City and the Dissemination Agent named therein.

(F) Performance: No Default. The City shall have performed and complied with all agreements and conditions herein required to be performed or complied with by the City prior to or on the Closing Date, and at the time of the Closing no event of default or default shall have occurred and be continuing with respect to the Ancillary Documents or the Bonds.

(G) Ancillary Documents. At the Closing Date, (i) all of the Ancillary Documents shall be in full force and effect, shall have been duly executed and copies delivered to the Purchaser by, and shall constitute valid and binding agreements of, the parties thereto, shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and there shall be no defaults or events of default thereunder and (ii) the proceeds of the sale of the Bonds shall be applied or deposited with the Trustee for application as described in the Bond Ordinance, the trust indenture for the Prior Bonds and the Limited Offering Memorandum.

(H) Closing Certificate of City. The City shall have delivered to the Purchaser a certificate dated the Closing Date, addressed to the Purchaser and the Trustee signed by the Mayor in form and substance reasonably satisfactory to the Purchaser.

(I) The Bonds. The Bonds shall have been duly authorized, executed, authenticated, delivered, and the proceeds from the sale thereof applied, in accordance with the provisions of the Bond Ordinance and the Indenture

(J) Trustee's Certificate. The Purchaser shall have received a certificate dated the Closing Date of an authorized officer of the Trustee, addressed to the Purchaser reasonably acceptable in form and substance to the Purchaser.

(K) Form 8038-G. The Purchaser shall have received a copy of the completed Form 8038-G of the Internal Revenue Service executed by the City.

(L) Officers' Certificates. The Purchaser shall have received any and all certificates required to be furnished by the provisions of any Ancillary Document to be obtained or furnished by the City at or prior to Closing.

(M) Specimen Bonds. The Purchaser shall have received specimen Bonds.

(N) Certified Copies of Ordinances. The Purchaser shall have received certified copies of the Bond Ordinance and the Establishing Ordinance. The Bond Ordinance shall include authorization for execution and delivery of this Contract. The Bond Ordinance shall have been filed with the County Clerk of Kendall County. The form of an abatement ordinance abating the Special Tax levied for the Prior Bonds shall be delivered to the Purchaser.

(O) [Bond Insurance Policy. The Purchaser shall have received evidence of the issuance of the financial guaranty insurance policy in the form. of the specimen policy attached as Appendix C to the Limited Offering Memorandum which Bond Insurance Policy shall be in full force and effect as of the Closing.]

(P) [Opinion of Bond Insurer's Counsel. The Purchaser shall have received an opinion of counsel to the Bond Insurer, dated the date of the Closing and addressed to the City and the Purchaser regarding the validity of the Bond Insurance Policy and the accuracy and completeness of the Limited Offering Memorandum as to the Bond Insurer.]

(Q) Special Tax Roll and Report. The Purchaser shall have received a copy of the Special Tax Roll and Report substantially in the form attached to the Limited Offering Memorandum.

(R) Special Tax Roll and Report Consent. The Purchaser shall have received from the preparer of the Special Tax Roll and Report a letter dated the Closing Date, addressed to the Purchaser regarding such preparer's qualifications and the preparer's consent to the inclusion of the Special Tax Roll and Report in the Limited Offering Memorandum.

(S) [Ratings. The Purchaser shall have received evidence that the Bonds have received an insured rating of “__” from Standard & Poor's Ratings Group.]

(T) Additional Opinions, Certificates, etc. The Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser, the City or their respective counsel may deem reasonably necessary or desirable. All of the opinions, letters, certificates, instruments and other documents mentioned in this Contract shall be deemed to be in compliance with the provisions of this Contract only if in the reasonable judgment of the Purchaser, they are satisfactory in form and substance. If there shall be a failure to satisfy the conditions of the Purchaser's obligations contained in this Contract or if the Purchaser's obligations to purchase the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate, and the Purchaser and the City shall not have any further obligations hereunder, except for the obligations set forth in Section 10 hereof which shall remain in full force and effect.

9. Changes Affecting the Limited Offering Memorandum.

At any time prior to the Closing, the City agrees to supplement or amend the Limited Offering Memorandum whenever requested by the Purchaser when, in the reasonable judgment of the Purchaser and the City, such supplement or amendment is required. No amendment or supplement to the Limited Offering Memorandum shall be made without the approval of the Purchaser. After the Closing and so long as the Purchaser or any participating dealer shall be offering Bonds, but not later than 90 days after the date of this Contract, if any event shall occur as a result of which it is necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which they are made not misleading, the City will so advise the Purchaser. In any such case, the City shall cooperate in the preparation, execution and delivery of either amendments to the Limited Offering Memorandum or supplemental information so that the statements in the Limited Offering Memorandum, as so amended or supplemented will not, in light of the circumstances under which such statements were made, be misleading. The cost of providing such amendments or supplements shall be paid by the City which costs may be reimbursed from amounts made available under the Bond Ordinance and the Indenture as Administrative Costs.

10. Payment of Expenses.

All fees, costs and expenses associated with the issuance of the Bonds, including without limitation, the reasonable fees and disbursements of the preparer of the Special Tax Report, the Purchaser's legal counsel, SJ Gray Law LLC, Bond Counsel, Foley & Lardner LLP, and the City's counsel, Kathleen Field Orr & Associates, shall be disbursed and paid by the Trustee from the proceeds of the Bonds.

11. Notices.

Except as otherwise provided in this Contract, whenever notice is required to be given pursuant

to the provisions of this Contract, such notice shall be in writing and may be given by personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender.

12. Law Governing.

This Contract shall be construed in accordance with and governed by the laws of the State of Illinois.

13. Headings.

The headings of the paragraphs and subparagraphs of this Contract are inserted for convenience only and shall not be deemed to constitute a part of this Contract.

14. Counterparts.

This Contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

15. Parties and Interests.

This Contract is made solely for the benefit of the City and the Purchaser, including the successors and assigns of the Purchaser, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

16. Reserved.

17. Further Financial Reports. The City agrees to provide the financial reports and information described in the Indenture which it has covenanted to provide to the Trustee, to the Purchaser [, the Bond Insurer] and any Bondholder upon written request.

18. Amendment or Assignment.

This Contract may not be amended except through the written consent of all of the parties hereto and is not assignable.

19. Survival of Representations, Warranties and Agreements.

All representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Purchaser, and shall survive the delivery of and payment for the Bonds and any termination of this Agreement.

20. Severability.

If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Contract shall not affect the validity of the remaining portions of this Contract, or any part hereof.

21. Purchaser Not an Agent or Fiduciary.

(A) The City has received and reviewed the disclosure letter January 14, 2019, that is required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

(B) (i) the purchase and sale of the Bonds pursuant to this Contract is an arm's length commercial transaction between the City and the Purchaser; (ii) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as an agent, advisor or fiduciary of the City; and (iii) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF BOND PURCHASE AGREEMENT]

Very truly yours,

D.A. Davidson & Co.

By: _____

Name: _____

Title: _____

Accepted and agreed to by the undersigned as
of the date first above written.

UNITED CITY OF YORKVILLE, an Illinois
municipal corporation

By: _____

Gary J. Golinski, Mayor

Schedule I

§
United City of Yorkville, Kendall County, Illinois
Special Service Area Number 2003-101 (Windett Ridge
Project) Special Tax Refunding Bonds, Series 2019

MATURITY SCHEDULE

EXHIBIT A

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

Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, Illinois 60602

D.A. Davidson & Co.
227 W. Monroe Street
Suite 5250
Chicago, IL 60606

Re: \$ _____ United City of Yorkville, Kendall County, Illinois Special Service Area Number 2003-101 (Windett Ridge Project), Special Tax Refunding Bonds, Series 2019

Ladies and Gentlemen:

We have served as Bond Counsel to the United City of Yorkville, Kendall County, Illinois (the "City") with respect to the issuance today of the \$ _____ United City of Yorkville, Kendall County, Illinois, Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the "Bonds"). The Bonds are issued pursuant to an ordinance adopted by the City on February __, 2019 (the "Bond Ordinance"), a Bond Order of the City executed pursuant thereto and a Trust Indenture dated as of March 1, 2019 (the "Trust Indenture") between the City and Amalgamated Bank of Chicago, as trustee.

We have delivered to you an executed copy of our approving opinion, dated today, addressed to you with respect to the Bonds. Based upon our examination as described in that opinion, we are further of the opinion that the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

We are further of the opinion that statements contained in the Limited Offering Memorandum dated February __, 2019 relating to the Bonds under the sections entitled "THE BONDS"(other than information under the subcaption "-Book-Entry-Only System" as to which no view is expressed); "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS;"(other than information under the subcaptions "Value to Lien Ratio" and "Representative Property Taxes (as to which no view is expressed); "THE SPECIAL SERVICE AREA AND SPECIAL TAX"(other than information under the subcaptions "Levy Abatement and Collection of Special Tax" and "Special Service Area Special Tax Roll and Report" as to which no view is expressed), "TAX EXEMPTION", and in Appendix D - Bond Opinion thereto insofar as the statements contained under such sections or in such Appendix purport to describe or summarize certain provisions of the Bonds, the Bond Ordinance and the Trust Indenture, or summarize such opinion, present an accurate

description or summary of such provisions and opinion.

Very truly yours,

FOLEY & LARDNER LLP

EXHIBIT B

March __, 2017

D.A. Davidson & Co.
222 West Adams Street
Chicago, Illinois 60606

Amalgamated Bank of Chicago
30 North LaSalle Street
38th Floor
Chicago, Illinois 60602

Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, Illinois 60610

Assured Guaranty Municipal Corp.
31 West 52nd Street
27th Floor
New York, New York 10019

Re: \$_____ United City of Yorkville, Kendall County, Illinois Special
Service Area Number 2003-101 (Windett Ridge Project) Special Tax
Refunding Bonds, Series 2019

Ladies and Gentlemen:

We have served as counsel for the United City of Yorkville, Illinois (the “City”) in connection with the execution and delivery of the Bond Purchase Agreement dated March __, 2019 (the “Purchase Agreement”) by and between the City and D.A. Davidson & Co. (the “Purchaser”) providing for the purchase by the Purchaser of the United City of Yorkville, Kendall County, Illinois, Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the “Bonds”) issued pursuant to a Trust Indenture dated as of March 1, 2019 (the “Trust Indenture”) between the City and Amalgamated Bank of Chicago, as trustee. Terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement. This opinion is being delivered to you at the express direction of the City and pursuant to the Purchase Agreement.

In such capacity, we have examined the following:

- a. the Purchase Agreement;
- b. the Preliminary Limited Offering Memorandum of the City dated February __, 2019 (the “Preliminary Limited Offering Memorandum”) and the Limited Offering Memorandum of the City dated May 15, 2013 relating to the Bonds (the “Final Limited Offering Memorandum”, and together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”);
- c. the Trust Indenture;
- d. the Continuing Disclosure Agreement dated March __, 2019 executed and delivered by the City;

- e. the Tax Compliance Certificate and Agreement dated March __, 2019 (the “Tax Compliance Certificate”);
- f. The City Ordinance adopted February __, 2019 relating to the Bonds (the “Bond Ordinance”) and City Ordinance No. 2003-101 (the “Establishing Ordinance”); and
- g. The Administrative Services Agreement.

and such other documents as we have deemed necessary to render this Opinion.

As counsel to the City, we advised the City as to applicable requirements and performed other legal services necessary in order to enable us to render the opinions set forth below. Additionally, we participated in reviews and discussions with representatives of the Underwriter, Bond Counsel, and the Trustee relating to the Limited Offering Memorandum.

For the purposes of this opinion, we have assumed that:

- a. The execution and delivery of all documents reviewed by us, and the entry into and performance of the transactions contemplated by the Purchase Agreement and the Indenture by all parties other than the City have been duly authorized by all necessary actions and that said agreements constitute the valid and binding obligations of all parties other than the City.
- b. All natural persons who are signatories to the Purchase Agreement, the Continuing Disclosure Agreement and the Indenture on behalf of parties other than the City were legally competent at the time of execution.
- c. All signatures on behalf of parties other than the City on said agreements and other documents reviewed by us are genuine.
- d. The copies of all documents submitted to us are accurate and complete and conform to originals.

Based upon our familiarity with the City, and the proceedings, showings and related matters of law with respect to the foregoing, but subject to the assumptions set forth herein, we are of the opinion that:

- 1. The City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has full legal right, power and authority to adopt the Bond Ordinance and the Establishing Ordinance, and to enter into, execute and deliver the Purchase Agreement, the Final Limited Offering Memorandum, the Continuing Disclosure Agreement, the Indenture, the Tax Compliance Certificate and the Administrative Services Agreement (the foregoing documents are hereafter collectively referred to as the “City Agreements”), to consummate all transactions contemplated thereby, and to issue and sell the Bonds for the purposes described in the Limited Offering Memorandum.
- 2. Each of the members or officers of the City executing the City Agreements and other closing documents executed in connection with the delivery of the Bonds has been authorized to do so.

3. The Establishing Ordinance and the Bond Ordinance were each duly authorized and adopted by the City at a meeting of the Corporate Authorities of the City, which was called and held pursuant to law and with the public notice required by law and at which a quorum was present and acting throughout and each such Ordinance is in full force and effect, and has not been amended, modified, revoked, repealed or supplemented since the respective dates thereof.
4. Each of the City Agreements has been duly authorized by all necessary action on the part of the City, has been duly executed and delivered by authorized officers of the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies.
5. The Final Limited Offering Memorandum has been duly executed and delivered by the City. The use by the Underwriter of the Limited Offering Memorandum in connection with the offer and sale of the Bonds has been authorized and ratified by the City.
6. The Bonds have been duly authorized by all necessary action on the part of the City, have been duly executed by the authorized officers of the City and have been validly issued by the City and constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies.
7. Other than as set forth in the Limited Offering Memorandum, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or by any court, public board or body pending or, to our knowledge, threatened against or affecting the City, or, to our knowledge, is there any basis for any such action, suit, proceeding or investigation in any way (i) contesting or affecting the proceedings under which the Bonds are to be issued and delivered; (ii) contesting or affecting the collection, application or validity of the Special Tax or the special tax levy; (iii) contesting or affecting the creation, organization, existence or powers of the City or the Area, or the titles of the Mayor, Aldermen and officers to their respective offices; (iv) which seeks to enjoin or restrain the issuance, sale and delivery of the Bonds; (v) questioning or affecting any of the rights, powers, duties or obligations of the City with respect to the Special Tax or the monies and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (vi) questioning or affecting any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds; or (vii) questioning or affecting the City Agreements, the Bond Ordinance, the Establishing Ordinance or the transactions contemplated by the City Agreements, the Bond Ordinance or the Establishing Ordinance.

8. The authorization, execution and delivery by the City of the City Agreements do not, and the compliance with the provisions thereof by the City, under the circumstances contemplated therein, will not, in any material respect, conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party under any law, regulation, order, ordinance or consent decree of any court or governmental tribunal to which the City is subject.
9. The adoption of the Bond Ordinance and the Establishing Ordinance, the execution and delivery by the City of the Bonds and compliance by the City with the provisions thereof: under the circumstances contemplated thereby, do not and will not violate any applicable judgment, order or regulation of any court or of any public or governmental agency or authority of the State of Illinois and will not conflict with, or result in a breach of, any of the terms and provisions of, or constitute a default under, any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is or may be bound.
10. Based upon our familiarity with the City to the extent of our capacity as special counsel to the City, our involvement in the negotiation of the City Agreements and the issuance of the Bonds by the City, nothing has come to our attention and we have no reason to believe that the information contained in the Limited Offering Memorandum in or under the captions “INTRODUCTORY STATEMENT”; “THE BONDS” (other than information under the sub-caption “- Book-Entry Only System”); “PLAN OF FINANCE”; “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” (other than information under the sub-caption “- Value to Lien Ratio”); “THE AREA”; “THE CITY”; “THE SPECIAL SERVICE AREA AND THE SPECIAL TAX”; “RISK FACTORS - Limited Source of Funds” and “- Loss of Tax Exemption”; “LEGAL OPINIONS”; “CONTINUING DISCLOSURE”; “NO LITIGATION”; “NO BOND RATING” and “AUTHORIZATION” and in Appendix A thereto (except with respect to financial information and statistical data contained therein, as to which we express no opinion), contains any untrue statement of a material fact or omits any material fact that is necessary to be stated therein in order to make the statements therein, in light of the circumstances in which they were made, not misleading.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is rendered solely for the benefit of the persons or entities to whom it is addressed and no other person or entity shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

Very truly yours,

Exhibit D

Preliminary Limited Offering Memorandum

NEW ISSUE - BOOK ENTRY ONLY

BANK QUALIFIED

No Rating

In the opinion of Foley & Lardner LLP, Bond Counsel, under existing law, if there is continuing compliance with certain requirements of the Internal Revenue Code of 1986, interest on the Bonds will be excluded from gross income for Federal income tax purposes except as described under "TAX EXEMPTION" herein. In the opinion of Bond Counsel, the Bonds are not "private activity bonds," and the interest thereon is therefore not required to be included as an item of tax preference in computing "alternative minimum taxable income." Interest on the Bonds is not exempt from Illinois income taxes. See also APPENDIX D for the proposed form of the opinion of Bond Counsel. The Bonds are deemed designated "qualified tax-exempt obligations" under Section 265(b)(3) of the Code. Bond Counsel expresses no opinion regarding any other federal or state tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX EXEMPTION" and "QUALIFIED TAX-EXEMPT OBLIGATIONS" herein for a more complete discussion.

\$5,180,000*

UNITED CITY OF YORKVILLE

Kendall County, Illinois

Special Service Area Number 2003-101 (Windett Ridge Project)

Special Tax Refunding Bonds, Series 2019

Dated: Date of Delivery

Due: March 1 as shown on the inside cover

This Limited Offering Memorandum is being furnished in connection with the United City of Yorkville, Kendall County, Illinois, Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the "Bonds"). The Bonds will be secured by a pledge of Special Taxes (as defined herein) and certain other amounts held in funds established pursuant to the Trust Indenture dated as of March 1, 2019 (the "Trust Indenture" or "Indenture") between the United City of Yorkville, Kendall County, Illinois (the "City") and Amalgamated Bank of Chicago, as Trustee (the "Trustee").

The Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book entry form only, in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof. Beneficial Owners of the Bonds will not receive physical certificates representing their interest in the Bonds purchased. Principal of, premium, if any, and interest (payable on March 1 and September 1 of each year, commencing September 1, 2019) on the Bonds are payable by the Trustee to DTC, which will remit such principal, premium, if any, and interest to DTC's Participants, who in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds, as described herein.

The Bonds are subject to optional, mandatory and special mandatory redemption prior to maturity as set forth herein.

THE BONDS ARE BEING ISSUED PURSUANT TO THE SPECIAL SERVICE AREA TAX LAW OF THE STATE OF ILLINOIS, AS AMENDED, AND, IN THE OPINION OF BOND COUNSEL, WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS (THE "CITY"), PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAX AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS ESTABLISHED AND MAINTAINED PURSUANT TO THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF KENDALL, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY (OTHER THAN THE LEVY OF THE SPECIAL TAX AS DESCRIBED HEREIN) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

The Bonds are offered when, as and if issued, subject to prior sale, withdrawal or modification of the offer without notice, the approving legal opinion of Foley & Lardner LLP, Chicago, Illinois, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by SJ Gray Law, LLC, Chicago, Illinois, and for the City by Kathleen Field Orr & Associates, Chicago, Illinois. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about _____, 2019.



DA DAVIDSON
FIXED INCOME CAPITAL MARKETS

_____, 2019

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion, amendment, or other change without notice. Under no circumstance shall this Preliminary Limited Offering Memorandum constitute an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any jurisdiction. This Preliminary Limited Offering Memorandum is in a form deemed final as of this date for purposes of SEC Rule 15c2-12, but is subject to revision, completion and amendment in a final Limited Offering Memorandum.

* Preliminary; subject to change.

MATURITIES AND PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS OR PRICES AND CUSIPs

\$5,180,000*
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
SPECIAL TAX REFUNDING BONDS, SERIES 2019
(WINDETT RIDGE PROJECT)

<u>Maturity (March 1)</u>	<u>Amount</u>	<u>Interest Rates</u>	<u>Yield</u>	<u>CUSIP†</u>
-------------------------------	---------------	-----------------------	--------------	---------------

\$ _____ % Term Bond due March 1, 20___, Yield _____ % CUSIP No. _____
\$ _____ % Term Bond due March 1, 20___, Yield _____ % CUSIP No. _____

* Preliminary; subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers listed are being provided solely for the convenience of the Bondholders only at the time of sale of the Bonds and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the sale of the Bonds as a result of various subsequent actions, including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

LIMITED OFFERING MEMORANDUM

This Limited Offering Memorandum is being furnished by the United City of Yorkville, Kendall County, Illinois (the "City") to a limited number (35 or less) of sophisticated investors or registered investment companies under the Investment Company Act of 1940 solely for the purpose of each investor's consideration of the purchase of the Bonds described herein, and is not to be used for any other purpose or made available to anyone not directly concerned with the decision regarding such purchase. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale in such jurisdiction.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representation other than as contained in this Limited Offering Memorandum in connection with the offering described herein, and, if given or made, such information or representation must not be relied upon as having been authorized. Certain information contained herein has been obtained from the City, DTC and other sources which are believed by the Underwriter to be reliable, but it is not guaranteed as to accuracy or completeness. In accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, the Underwriter has reviewed the information in this Limited Offering Memorandum but does not guarantee the accuracy or completeness of such information. Neither the delivery of this Limited Offering Memorandum nor the sale of any of the Bonds shall imply that the information herein is correct as of any time subsequent to the date hereof.

This Limited Offering Memorandum should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Limited Offering Memorandum. Where statutes, reports, agreements or other documents are referred to herein, reference should be made to such statutes, reports, agreements or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME WITHOUT NOTICE. THE PRICES AND OTHER TERMS RESPECTING THE OFFERING AND SALE OF THE BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER AFTER THE BONDS ARE RELEASED FOR SALE, AND THE BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS WHO MAY SELL THE BONDS INTO INVESTMENT ACCOUNTS.

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that it would continue to exist or that the Bonds could in any event be sold for any particular price.

In connection with the issuance of the Bonds, the City will enter into a Continuing Disclosure Agreement with Amalgamated Bank of Chicago. See “CONTINUING DISCLOSURE” herein.

**CAUTIONARY STATEMENTS REGARDING FORWARD- LOOKING STATEMENTS IN THIS
LIMITED OFFERING MEMORANDUM**

Certain statements included in or incorporated by reference in this Limited Offering Memorandum that are not purely historical are “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect the City’s current expectations, hopes, intentions, or strategies regarding the future. Such statements may be identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget,” “intend” or other similar words. Additionally, all statements in this Limited Offering Memorandum, including forward-looking statements, speak only as of the date they are made, and neither the City or the Underwriter undertakes any obligation to update any statement in light of new information or future events.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARDLOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY OR THE UNDERWRITER NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

UNITED CITY OF YORKVILLE, ILLINOIS

MAYOR

GARY J. GOLINSKI

ALDERMEN

Carlo Colosimo
Joel Frieders
Chris Funkhouser

Ken Koch
Arden Joe Plocher

Jacquelyn Milschewski
Seaver Tarulis
Jason Peterson

OFFICIALS

Beth Warren
City Clerk

Bart Olson
City Administrator

Eric Dhuse
Director of Public Works

Rob Fredrickson
Finance Director/Deputy Treasurer

Kathleen Field Orr, Esq.
City Attorney

PROFESSIONAL SERVICES

BOND COUNSEL

*Foley & Lardner LLP
Chicago, Illinois*

**SPECIAL SERVICE AREA
ADMINISTRATOR**

*David Taussig & Associates, Inc.
Newport Beach, California*

TRUSTEE

*Amalgamated Bank of Chicago
Chicago, Illinois*

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APPENDICES:

- APPENDIX A - Special Tax Report
- APPENDIX B - Trust Indenture
- APPENDIX C - Bond Opinion
- APPENDIX D - Continuing Disclosure Agreement
- APPENDIX E - Information Regarding the City

LIMITED OFFERING MEMORANDUM

\$5,180,000*

**United City of Yorkville Kendall County, Illinois
Special Service Area Number 2003-101 (Windett Ridge Project)
Special Tax Refunding Bonds, Series 2019**

INTRODUCTORY STATEMENT

This Limited Offering Memorandum, which includes the cover page and Appendices attached hereto, is provided to furnish information in connection with the issuance and sale by the United City of Yorkville, Kendall County, Illinois (the "City") of \$5,180,000* aggregate principal amount of Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the "Bonds"). The Bonds will be issued by the City pursuant to (i) the Illinois Constitution of 1970; (ii) the Special Service Area Tax Law of the State of Illinois (the "Special Service Area Act"); (iii) the Illinois Local Government Debt Reform Act; (iv) Ordinance No. _____ of the City adopted at a meeting of the City Council on February __, 2019, as supplemented by a Bond Order executed pursuant thereto (the "Bond Ordinance") providing for the issuance of the Bonds; and (v) a Trust Indenture dated as of March 1, 2019 (the "Indenture" or "Trust Indenture") between the City and Amalgamated Bank of Chicago, Chicago, Illinois, as trustee (the "Trustee"). The Bonds will be issued as fully registered bonds without coupons in book entry only form in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

The Bonds will be secured primarily by the proceeds of the Special Tax (as defined in the Special Tax Report attached hereto as APPENDIX A and hereafter referred to as the "Special Tax Report") levied on certain property within the United City of Yorkville Special Service Area Number 2003-101 (referred to herein as "SSA 2003-101," the "Area" or the "Special Service Area"). In addition, the Bonds will be payable from and secured by certain funds established pursuant to the Trust Indenture. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" herein. Capitalized terms used but not defined herein shall have the meaning given such terms in the Trust Indenture. See "APPENDIX B – Trust Indenture."

The Special Service Area consists of approximately 163 acres of land in the City and originally consisted of 277 lots for single family homes ("Single Family Homes"). 37 Single Family Homes have prepaid the special tax, leaving 240 Single Family Homes securing the Bonds. With the exception of 36 single family lots, of which 11 are currently under construction, all of the parcels with the Area are finished with Single Family Homes. The development of the Single Family Homes within the Area is hereinafter referred to as the "Project." A finished lot for a Single Family Home shall be sometimes referred to herein as a "Single Family Home Parcel" or "Parcels." "See "THE AREA."

The City previously issued its \$6,900,000 Special Service Area Number 2003-101 Special Tax Bonds, Series 2003(Windett Ridge Project) (the "Prior Bonds") pursuant to a Trust Indenture dated as of the dated as of August 1, 2003 (the "Prior Indenture"), between the City and U.S. Bank National Association, as successor trustee. The Prior Bonds were issued to pay the costs of public infrastructure improvements for the Area.

The proceeds of the Bonds will be used to: (i) make a deposit to the Reserve Fund for the Bonds in the amount of the Reserve Requirement equal to \$ _____; (ii) make an initial deposit to the Administrative Expense Fund; (iii) make a deposit to the Costs of Issuance Account; and (iv)

* Preliminary; subject to change.

together with amounts on hand under the Prior Indenture, currently refund all of the outstanding Prior Bonds. See “THE BONDS.”

IN THE OPINION OF BOND COUNSEL, THE BONDS WILL CONSTITUTE VALID AND LEGALLY BINDING LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY AND ONLY FROM THE SPECIAL TAXES (AS PROVIDED IN THE BOND ORDINANCE, THE SPECIAL TAX REPORT AND THE TRUST INDENTURE) AND AMOUNTS ON DEPOSIT IN CERTAIN OF THE FUNDS AND ACCOUNTS ESTABLISHED AND MAINTAINED UNDER THE TRUST INDENTURE, AS SET FORTH HEREIN. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE COUNTY OF KENDALL, THE STATE OF ILLINOIS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. NO HOLDER OF ANY BOND SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY (OTHER THAN THE LEVY OF THE SPECIAL TAX) FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS.

A copy of any document or agreement referred to herein may be obtained upon request from D.A. Davidson & Co. (the “Underwriter”).

THE BONDS

General Description of the Bonds

The Bonds will be issued in the aggregate principal amount of \$ _____, will bear interest at the rates, and will mature on the dates set forth on the inside cover of this Limited Offering Memorandum. The Bonds are subject to optional, mandatory and special redemption as described herein. The Bonds will be issued only as fully registered bonds without coupons in book entry form, initially in authorized denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof.

The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. Principal of, premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will remit such principal, premium, if any, and interest to DTC’s Participants, who, in turn will be responsible for remitting such payments to the Beneficial Owners of the Bonds. See “THE BONDS - Book Entry Only System.”

Interest on the Bonds will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each, an “Interest Payment Date”), commencing September 1, 2019. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

The sum of \$ _____ shall be borrowed by the City pursuant to the Special Service Area Act and the Local Government Debt Reform Act for the purpose of paying a portion of the costs of refunding the Prior Bonds (which, together with amounts on hand under the Prior Indenture shall be sufficient to refund the Prior Bonds), including the costs of the City in connection with the issuance of the Bonds, and making deposits to the Reserve Fund and the Administrative Expense Fund all as provided in the Bond Ordinance and the Trust Indenture. The Bonds shall be designated “Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019” and shall be numbered consecutively from R-1 upward but need not be authenticated or delivered in consecutive order. The Bonds will be dated as of the date of their delivery.

Redemption

Mandatory Sinking Fund Redemption. The Bonds maturing on March 1, 20__ and March 1, 20__ are Term Bonds and are subject to mandatory redemption from amounts on deposit in the Bond and Interest Fund, in part and randomly, at the Redemption Price equal to the principal amount thereof to be redeemed without bond premium on March 1 of the years and in the amounts as follows:

20__ Term Bonds	
Year	Amount

(maturity)

20__ Term Bonds	
Year	Amount

(maturity)

The City covenants that it will redeem the Bonds pursuant to the mandatory sinking fund redemption requirements for the Bonds to the extent amounts are on deposit in the Bond and Interest Fund. Proper provision for mandatory redemption having been made, the City covenants that the Bonds so selected for redemption shall be payable upon redemption and taxes have been levied and will be collected as provided in the Trust Indenture and in the Bond Ordinance for such purposes.

Optional Redemption. The Bonds are also subject to optional redemption prior to maturity at the option of the City, in whole or in part, on any date on or after March 1, 2027*, at a redemption price of par plus accrued and unpaid interest to the date of redemption.

Any optional redemption of the Bonds in part will be applied, to the extent possible, to reduce pro rata the amount of the Bonds maturing or required to be redeemed by mandatory sinking fund redemption, so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds.

Mandatory Redemption Upon Condemnation and Change in Density. The Bonds are also subject to mandatory redemption on any Interest Payment Date, in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts in the Bond and Interest Fund consisting of the proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to, or owned by, the City within the Area and allocable to the Bonds as determined by the Consultant and which proceeds are not used by the City to rebuild the Special Services.

The Bonds are subject to mandatory redemption on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, without premium, in the event the Consultant notifies the Trustee of

* Preliminary; subject to change.

a mandatory prepayment of the Special Taxes upon a reduction in the Maximum Parcel Special Taxes (as defined in the Special Tax Report) as a result of a reduction in the number of Single Family Homes within the Area as set forth in the final plat or plats of subdivision approved by the City or any other event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amount set forth in, Section VI.G of the Special Tax Report and Exhibit B thereto.

Any mandatory redemption of the Bonds pursuant to the paragraphs above shall be applied, to the extent possible, to reduce pro rata the amount of Bonds maturing or required to be redeemed by mandatory sinking fund redemption and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds.

Special Mandatory Redemption from Optional Prepayment of Special Tax. Property owners may prepay the Maximum Parcel Special Tax at any time. See “THE BONDS – Optional Prepayment of Special Tax” and the Special Tax Report attached hereto as APPENDIX A for a description of the ability of an owner of a Parcel to prepay the Special Tax. The proceeds received from any such prepayments will be used to redeem the Bonds in part. Consequently, the Bonds are also subject to mandatory redemption on any March 1, June 1, September 1 or December 1, in part, from prepayments of the Special Tax from amounts available for disbursement from the Special Redemption Account (which includes optional prepayments of the Special Tax and amounts transferred from the Reserve Fund to the Special Redemption Account pursuant to the Trust Indenture) pursuant to the Trust Indenture, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest on such Bonds to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Premium</u>
Issue Date to and including February 28, 2026	2.00%
March 1, 2026 to and including February 28, 2027	1.00
March 1, 2027 to maturity	0.00

Any special mandatory redemption of the Bonds pursuant to the previous paragraph will be applied, to the extent possible, to reduce pro rata the amount of the Bonds maturing or required to be redeemed by mandatory sinking fund redemption and so as to maintain the proportion of principal maturing or subject to mandatory sinking fund redemption in each year to the total original principal amount of the Bonds.

Redemption Provisions; Notice of Redemption. If less than all the Bonds of any maturity are to be redeemed on any redemption date, the Bond Registrar appointed in the Trust Indenture shall assign to each Bond of the maturity to be redeemed a distinctive number for each \$1,000 of principal amount of that Bond. The Bond Registrar shall then select by lot from the numbers so assigned, using such method as it shall deem proper in its discretion, as many numbers as, at \$1,000 per number, shall equal the principal amount of the Bonds of that maturity to be redeemed; provided that following any redemption, no Bond shall be outstanding in an amount less than the minimum Authorized Denomination except (i) as necessary to effect the mandatory sinking fund redemption of the Bonds as set forth above, or (ii) to effect a special mandatory redemption from optional prepayments when the total aggregate principal amount of Bonds outstanding is \$100,000 or less. See “THE BONDS – General Description of the Bonds.”

Notice of the redemption of any Bonds, which by their terms shall have become subject to redemption, shall be given to the registered owner of each Bond or portion of a Bond called for redemption not less than 30 or more than 60 days before any date established for redemption of the Bonds, by the Bond Registrar, on behalf of the City, by first class mail sent to the registered owner's last address, if any, appearing on the registration books kept by the Bond Registrar. All notices of redemption shall include at least the designation, date and maturities of the Bonds called for redemption, CUSIP Numbers, if available, and the date of redemption. In the case of a Bond to be redeemed in part only, the notice shall also specify the portion of the principal amount of the Bond to be redeemed. The mailing of the notice specified above to the registered owner of any Bond shall be a condition precedent to the redemption of that Bond, provided that any notice which is mailed in accordance with the Trust Indenture shall be conclusively presumed to have been duly given whether or not the owner received the notice. The failure to mail notice to the owner of any Bond, or any defect in that notice, shall not affect the validity of the redemption of any other Bond for which notice was properly given.

With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Purchase in Lieu of Redemption. In lieu of redemption as provided in the Trust Indenture, moneys in the Bond and Interest Fund may be used and withdrawn by the City for the purchase of outstanding Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the City may provide, but in no event may the Bonds be purchased at a price in excess of the principal amount of such Bonds, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with the Trust Indenture.

Optional Prepayment of Special Tax

The manner in which the Special Tax may be prepaid is described in the Special Tax Report included in this Limited Offering Memorandum as APPENDIX A. Generally, so long as there are no delinquent Special Taxes with respect to a Parcel (as defined in the Special Tax Report), the Special Tax may be prepaid with respect to any Parcel at any time and the obligation to pay the Special Tax permanently satisfied by the payment of an amount equal to the amount of prepayment determined in accordance with the formula set forth in the Special Tax Report. See the information included in APPENDIX A hereto for a more complete discussion of the calculation of the amount of prepayment of Special Tax.

Mandatory Prepayment of Special Tax

In addition to the optional prepayment as described above, upon any time the Consultant determines that there has been or will be a reduction in the Maximum Parcel Special Tax (as defined in the Special Tax Report) as a result of an event, such as a reduction in the number of Single Family Homes within the Area as set forth in the final plat or plats of subdivision approved by the City or any other event that reduces the total of the Maximum Parcel Special Tax as described in, and in the amount set forth in, Section VI.G of the Windett Ridge Special Tax Roll and Exhibit B thereto, the Special Tax Report calls for a mandatory prepayment of the Special Tax ("Mandatory Special Tax

Prepayment”). The amount of the Mandatory Special Tax Prepayment is determined in accordance with the formula set forth in the Special Tax Report. A Mandatory Special Tax Prepayment does not reduce the Special Tax that has been levied on any Parcel. See the information included in APPENDIX A hereto for a more complete discussion of Mandatory Special Tax Prepayments. The City covenants that to the extent necessary it will adopt a supplemental levy ordinance to enforce the Mandatory Special Tax Prepayment.

Book Entry Only System

THE INFORMATION PROVIDED IMMEDIATELY BELOW CONCERNING DTC AND THE BOOK-ENTRY-ONLY SYSTEM, AS IT CURRENTLY EXISTS, IS BASED SOLELY ON INFORMATION PROVIDED BY DTC AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER OR THE CITY.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the issue of the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect

Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of, premium, if any and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered. The City

may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered as described in the Indenture.

NEITHER THE CITY, THE UNDERWRITER, NOR THE TRUSTEE, WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF OR INTEREST OR PREMIUM ON THE BONDS; (3) THE DELIVERY BY ANY SUCH DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST INDENTURE TO BE GIVEN TO BONDHOLDERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

PLAN OF FINANCE

General

The City will use the proceeds of the Bonds and moneys released under the Prior Indenture to (i) currently refund all of the outstanding Prior Bonds, (ii) pay certain expenses incurred in connection with the issuance of the Bonds and the refunding of the Prior Bonds, (iii) fund the Reserve Fund in the amount of the Reserve Requirement equal to \$ _____ and (iv) make deposits to the Administrative Expense Fund.

Refunding of Prior Bonds

The City has determined the refunding of the Prior Bonds to be in the public interest and in furtherance of the public purposes of the City. The City expects to deposit \$ _____ from the proceeds of the Bonds and \$ _____ from amounts on deposit in certain funds held under the Prior Indenture for the Prior Bonds into the Bond and Interest Fund created pursuant to the Prior Indenture for the purpose of paying the redemption price of the Prior Bonds on April 21, 2019*. The table below sets forth the maturity date, interest rate, principal amount payable to refund the Prior Bonds and the redemption date for the Prior Bonds.

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Amount</u>	<u>Redemption Date</u>
March 1, 2033	6.875%	\$4,955,000	_____, 2019

* Preliminary; subject to change.

Estimated Sources and Uses of Funds*

Sources of Funds:

Par Amount of the Bonds	\$5,180,000
Net Premium/Discount	--
Prior Trustee Held Funds	513,661
Total Sources	\$5,693,661

Uses of Funds:

Refunding of Prior Bonds	\$4,955,000
Deposit to Reserve Fund	518,000
Deposit to the Administrative Expense Fund	--
Costs of Issuance	220,661
Total Uses	\$5,693,661

* Preliminary, subject to change

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service schedule for the Bonds based on the maturity, and interest rate set forth on the cover of this Limited Offering Memorandum, assuming no redemptions other than mandatory sinking fund redemptions are made:

Bond Year Ending March 1	Principal	Interest	Annual Debt Service
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			

ESTIMATED SPECIAL TAX AND DEBT SERVICE COVERAGE

The following table sets forth expected Special Tax and Debt Service Coverage:

Bond Year Ending March 1	Senior Lien Debt Service	Administrative Expenses ⁽¹⁾	Total Adjusted Debt Service	Total Maximum Parcel Special Tax ⁽²⁾	Debt Service Coverage
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					

Note: Totals may not sum due to rounding

⁽¹⁾ Trustee Fees and Administrative Fees are estimated at \$_____ per year increasing at 1.5% per year.

⁽²⁾ Maximum parcel special taxes escalate annually at a rate of 1.5%.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

General

The Bonds and the interest thereon are limited obligations of the City secured and payable from (i) the Special Tax to be levied, extended and collected on all the taxable real property within the Area subject to the Special Tax, (ii) amounts deposited in the Bond and Interest Fund, the Reserve Fund and the Special Redemption Account, including a portion of the proceeds of the Bonds and the interest, profits and other income derived from the investment thereof. When collected, the Special Tax, any Foreclosure Proceeds, including any interest and penalties collected in connection with the Special Taxes or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. In addition, proceeds received by the City in connection with a condemnation of any of the Special Services or any other property owned by or dedicated to the City within the Special Service Area and allocable to the Bonds as determined by the Consultant which is not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund as security for the Bonds. The amount of Special Tax that the City may levy in the Area in any year is strictly limited by the maximum rates approved by the Corporate Authorities at the time of formation of the Area. The City is legally authorized under the Special Service Area Act, and has covenanted in the Trust Indenture, to extend and collect the Special Tax in an amount determined according to the Special Tax Report. Pursuant to the Bond Ordinance the City has levied the Special Tax in the amounts set forth in the Total Maximum Parcel Special Tax column in the Table hereinbelow under the caption “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Report”, and will abate such tax each year for any special tax prepayments and to the extent it is not required to pay principal or interest on the Bonds or replenish any reserve funds and Administrative Expenses. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Special Tax” below. The Special Tax Report apportions the total

amount of Special Tax to be collected among the Parcels in the Area as more particularly described herein.

The City covenants that to the extent necessary to enforce a prepayment it will adopt a supplemental levy ordinance in the event of a mandatory prepayment of the Special Taxes pursuant to Section VI G of the Special Tax Report caused by a reduction in the expected number of Single Family Homes as set forth in the final plats of subdivision approved by the City, to the extent that the mandatory prepayment amount calculated pursuant to the terms of Exhibit B to the Special Tax Report exceeds the Special Taxes levied for the year in which the prepayment is due pursuant to the Bond Ordinance. The Maximum Parcel Special Tax will remain unchanged for the property that did not result in the application of the Mandatory Special Tax Prepayment provisions. See “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Report” and “APPENDIX A – Special Tax Report.”

The Special Tax

The levying of the Special Service Area Number 2003-101 Special Tax was authorized by the Corporate Authorities in Ordinance No. 2003-57, adopted at a meeting held on August 12, 2003 (the “Establishing Ordinance”). Pursuant to the Establishing Ordinance, the City caused (i) the Establishing Ordinance to be recorded with the Recorder of Deeds of Kendall County, Illinois, and (ii) the Declaration of Consent of the original developer to be recorded with the Recorder of Deeds of Kendall County, Illinois.

The Bonds are secured by, among other things, a pledge of the Special Tax including all scheduled payments of the Special Tax received by the City, interest thereon, and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax. Pursuant to the Bond Ordinance the City has levied the Special Tax in the amounts set forth in the Total Maximum Parcel Special Tax column in the Table set forth below under the caption “THE SPECIAL SERVICE AREA AND SPECIAL TAX - Special Service Area Special Tax Report”, and will abate such tax each year for special tax prepayments and to the extent it exceeds the Special Tax Requirement as calculated by the Consultant on its behalf. The City has covenanted in the Bond Ordinance and the Trust Indenture annually on or before the last Tuesday of December for each of the years 2019 through 2031 to calculate or cause the Consultant to calculate the Special Tax Requirement; to amend the Special Tax Roll pursuant to Section VI.E of the Special Tax Report and provide the County tax collector with the amended Special Tax Roll; to adopt an ordinance approving the amount of the current calendar year’s Special Tax Requirement and abating the Special Taxes levied pursuant to the Bond Ordinance to the extent the Special Tax levied exceed the Special Tax Requirement as calculated by the City pursuant to the Establishing Ordinance and the Special Tax Report.

On or before the last Tuesday of January for each of the years 2020 through 2032 the City shall notify the Trustee of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The City shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by the Bond Ordinance, including enforcement of such taxes by providing Kendall County with such information as is deemed necessary to enable the County to include any property subject to a delinquent Special Tax in the County Collector's annual tax sale and, upon receipt of the written request of a majority of the Bondholders, in the event the tax lien is forfeited at such tax sale by assigning to the Trustee its right to institute foreclosure proceedings, and/or assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City

or the Trustee, as applicable, makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding. See “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Report.”

The levy of the Special Tax is subject to certain limitations. The levy of the Special Tax on property within the Area is constrained by the Maximum Parcel Special Tax amount applicable to such Parcel unless there is an event that reduces the total of the Maximum Parcel Special Tax such as a reduction in the expected number of Single Family Homes as set forth in the final plats of subdivision approved by the City and the City levies an additional tax in connection with a Mandatory Special Tax Prepayment. See “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Report” and “RISK FACTORS – Maximum Special Taxes” herein. The full amount of the Total Maximum Parcel Special Tax as set forth in the subcaption “Special Service Area Special Tax Report” has been levied pursuant to the Bond Ordinance, adjusted for prepayments. Pursuant to the Trust Indenture, the City covenants that, to the extent necessary to enforce a prepayment, it will adopt a supplemental levy ordinance in the event of a mandatory prepayment of the Special Tax pursuant to Section VI.G of the Special Tax Report caused by a reduction in the expected number of Single Family Homes as set forth in the final plat of subdivision approved by the City to the extent the mandatory prepayment amount calculated pursuant to the terms of Exhibit B to the Special Tax Report exceeds the Special Tax levied for the year in which the prepayment is due pursuant to the Bond Ordinance.

Although the Special Tax, when levied, will constitute a lien on Parcels within the Area, it does not constitute a personal indebtedness of the owners of such property within the Area. There is no assurance that the owners of property in the Area will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. See “RISK FACTORS” herein.

No Additional Bonds

The Trust Indenture for the Bonds does not allow for the issuance of additional bonds or other indebtedness other than for purposes of refunding the Bonds.

Pledged Funds

Bond and Interest Fund. The Trust Indenture creates and establishes with the Trustee a separate and special fund of the City established exclusively for paying principal of, interest on and redemption premium on the Bonds and which is designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Bond and Interest Fund” (the “Bond and Interest Fund”). Upon receipt by the Trustee, the Special Taxes and the Foreclosure Proceeds, including any interest and penalties, collected in connection with such Special Tax or Foreclosure Proceeds shall be placed in the Bond and Interest Fund. The City may provide for Kendall County to transmit directly to the Trustee for deposit to the Bond and Interest Fund any Special Tax collected by Kendall County. In addition, proceeds received by the City in connection with a condemnation of any of the Special Services or any other property dedicated to or owned by the City within the Special Service Area allocable to the Bonds as determined by the Consultant which are not used to rebuild the Special Services shall be deposited in the Bond and Interest Fund. Moneys deposited in the Bond and Interest Fund and investments of the Bond and Interest Fund shall never be commingled with or loaned to any other funds of the City. All interest and other investment earnings on the Bond and Interest Fund shall become, when received, a part of the Bond and Interest Fund. When the amount of condemnation proceeds deposited to the Bond and Interest Fund equals \$1,000 or more, such amount shall be used to redeem Bonds on the next Interest Payment Date. Any amounts representing condemnation proceeds which remain on deposit in the Bond and Interest Fund for a continuous period of thirty (30)

months and which will not be used to redeem the Bonds on the next Interest Payment Date will be used to pay debt service on the Bonds on the next Interest Payment Date.

Amounts deposited in the Bond and Interest Fund are appropriated for and irrevocably pledged to, and shall be used solely for the purpose of, paying the principal of and interest and redemption premium on the Bonds, or for transfers to the Reserve Fund or the Administrative Expense Fund as permitted in the Trust Indenture.

At any time after September 1 but in no event later than December 1 of each year, the Trustee shall determine the amount needed to pay principal of and interest and redemption premium on the Bonds on March 1 of the next succeeding year. After the Trustee has determined that sufficient amounts are on deposit in the Bond and Interest Fund to pay principal of, interest on and redemption premium due on the Bonds on the next March 1, the Trustee shall notify the City and the Consultant of any excess amounts on deposit in the Bond and Interest Fund and, at the written direction of the City, shall transfer an amount from the Bond and Interest Fund to the Administrative Expense Fund which the City, after consultation with the Consultant, has determined will be adequate, together with other amounts in the Administrative Expense Fund or reasonably expected to be transferred to or deposited in such Fund, to pay all Administrative Expenses during the succeeding calendar year. After making such transfer to the Administrative Expense Fund any excess amounts on deposit in the Bond and Interest Fund will be transferred to the Reserve Fund to the extent necessary to replenish the Reserve Fund to the Reserve Requirement (as defined below under the subcaption "Reserve Fund"). After (i) making such transfer to the Administrative Expense Fund, and (ii) the Reserve Fund has amounts on deposit equal to the Reserve Requirement, any excess amounts on deposit in the Bond and Interest Fund retained in the Bond and Interest Fund and applied to pay principal and interest coming due on the next succeeding Interest Payment Date.

Special Redemption Account. A separate account designated the "Special Redemption Account" exists within the Bond and Interest Fund established with the Trustee. All prepayments of the Special Tax made in accordance with the Special Tax Report shall be deposited in the Special Redemption Account. Amounts deposited in the Special Redemption Account representing optional prepayments of Special Tax in accordance with the Special Tax Report shall be applied to the redemption of the Bonds pursuant to the Trust Indenture and as described under the caption "THE BONDS – Redemption – Special Mandatory Redemption from Optional Prepayment of Special Tax." Amounts deposited in the Special Redemption Account representing Mandatory Special Tax Prepayments in accordance with the Special Tax Report shall be applied to the redemption of the Bonds in accordance with the Trust Indenture and as described under the caption "THE BONDS – Redemption – Mandatory Redemption Upon Condemnation, Completion of Construction and Change in Density."

Moneys in the Special Redemption Account shall be used exclusively to redeem Bonds pursuant to the Trust Indenture or to pay debt service on the Bonds pursuant to the Trust Indenture. In the event of any optional prepayment of Special Tax pursuant to Section 3.4 of the Trust Indenture, prior to giving notice of the redemption of the Bonds in accordance with the Trust Indenture, the Trustee will transfer from the Reserve Fund to the Special Redemption Account an amount equal to the Reserve Fund Credit (as defined in the Special Tax Report), if possible, upon the direction of the Consultant. When the amount on deposit in the Special Redemption Account from amounts deposited pursuant to Section 3.3 of the Trust Indenture equals or exceeds \$1,000, such amount shall be used to redeem the Bonds on the next Interest Payment Date in accordance with Section 3.3 of the Trust Indenture. On each such Interest Payment Date, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Bonds to be redeemed the amounts required to redeem such Bonds pursuant to Section 3.3 of the Trust Indenture. When the amount on deposit in the

Special Redemption Account from amounts deposited pursuant to Section 3.4 of the Trust Indenture equals or exceeds \$1,000, such amount shall be used to redeem the Bonds on the next March 1, June 1, September 1, or December 1 in accordance with Section 3.4 of the Trust Indenture. On each such March 1, June 1, September 1, or December 1, the Trustee shall withdraw from the Special Redemption Account and pay to the owners of the Bonds the amounts to redeem the Bonds pursuant to Section 3.4 of the Trust Indenture. Notwithstanding the foregoing, any amounts contained in the Special Redemption Account for a continuous period of thirty (30) months and which will not be used to redeem the Bonds in accordance with the two immediately preceding sentences and the Trust Indenture shall be used to pay debt service on the Bonds on the next Interest Payment Date. Any amounts contained in the Special Redemption Account on the final maturity date of the Bonds shall be used to pay outstanding debt service on the Bonds.

Reserve Fund. A separate and special fund of the City exists with the Trustee which is designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Reserve Fund” (the “Reserve Fund”), and which must be maintained in an amount equal to the Reserve Requirement. The Reserve Requirement is \$_____, as adjusted for prepayments pursuant to the Trust Indenture and as described in the preceding paragraph. Amounts deposited in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond and Interest Fund to pay the principal of, including mandatory sinking fund payments, and interest and any premium on, all Bonds when due, in the event that moneys in the Bond and Interest Fund are insufficient therefor without further direction from the City, (ii) making any transfers to the Bond and Interest Fund if the balance in the Reserve Fund exceeds the amount required to redeem all Bonds then outstanding, or (iii) if the amount then on deposit in the Reserve Fund is at least equal to the Reserve Requirement, for transfer in accordance with the next paragraph.

On the Business Day prior to each Interest Payment Date, moneys in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the Trustee from the Reserve Fund to the Bond and Interest Fund to be used for the payment of principal of and interest and redemption premium on the Bonds on the next following Interest Payment Date.

Non-Pledged Funds

Administrative Expense Fund. A separate and special fund of the City which is designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Administrative Expense Fund” (the “Administrative Expense Fund”) exists with the Trustee. Amounts in the Administrative Expense Fund shall be withdrawn by the Trustee and paid to the City or its order upon receipt by the Trustee of a written request of an Authorized Officer stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

Costs of Issuance Account. A separate account designated the “Costs of Issuance Account” exists within the Administrative Expense Fund established with the Trustee. Amounts deposited in the Costs of Issuance Account shall be used solely for the purpose of paying costs incurred in connection with the issuance of the Bonds. Disbursements from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Written Request from the City in the form of Exhibit D to the Trust Indenture which shall set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, that the disbursement is a proper expenditure from the Costs of Issuance Account, and payment instructions to the Trustee for the amount to be disbursed and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any previous request for disbursement. On the date which is six months after the date of issuance of the Bonds, the Trustee

will transfer all amounts remaining in the Costs of Issuance Account to the Administrative Expense Fund.

Rebate Fund. A separate and special fund of the City exists with the Trustee which is designated as the “Special Service Area Number 2003-101 Special Tax Refunding Bonds, Rebate Fund” (the “Rebate Fund”), into which there shall be deposited as necessary investment earnings in the Bond and Interest Fund, the Reserve Fund to the extent required so as to maintain the tax exempt status of interest on the Bonds all at the direction of the City. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Fund at the direction of the City.

Amounts in the Administrative Expense Fund and the Rebate Fund are not pledged to the repayment of the Bonds.

Security for the Bonds

The Bonds and the interest thereon are secured and payable primarily from (i) the Special Tax levied, and to be extended and collected on all taxable property within the Area subject to the Special Tax, including interest on such Special Tax and the proceeds of the redemption or sale of property sold as a result of any actions to foreclose the lien of Special Tax and any interest accrued thereon, brought following a delinquency in the payment of the Special Tax, (ii) any amounts transferred by the City to the Bond and Interest Fund, including the allocable portion of condemnation proceeds received by the City not used to rebuild the Special Services, and (iii) amounts deposited in the Bond and Interest Fund and the Reserve Fund.

Covenants of the City

Pursuant to the Trust Indenture, the City has covenanted for the benefit of the owners of the Bonds (the “Bondowners”) that the City will:

- (a) take all actions, if any, which shall be necessary, in order further to provide for the levy, extension, collection and application of the Special Tax levied pursuant to the Bond Ordinance and Trust Indenture, including enforcement of the Special Tax by institution of foreclosure proceedings as provided by law;
- (b) not take any action which would adversely affect the levy, extension, collection and application of the Special Tax levied pursuant to the Bond Ordinance and the Trust Indenture, except to abate the Special Tax to the extent permitted by the Trust Indenture and the Special Tax Report;
- (c) comply with all requirements of the Special Service Area Act, the Bond Ordinance and other applicable present and future laws concerning the levy, extension and collection of the Special Tax levied pursuant to the Bond Ordinance and the Trust Indenture, in each case so that the City shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including, without limitation, the enforcement of any delinquent Special Tax by providing Kendall County with such information as is deemed necessary to enable Kendall County to include any property subject to a delinquent Special Tax in the Kendall County Collector’s annual tax sale and, upon request of a majority of the Bondholders, in the event the tax lien is forfeited at such tax sale by assigning to the Trustee its right to institute foreclosure proceedings, and/or assigning to the Trustee its right to purchase as a taxing district the unpaid taxes due upon the property all in the manner

provided by law; provided, however, that the obligation to purchase unpaid taxes, or institute any proceeding shall only arise in the event the City or the Trustee, as applicable, makes the determination that sufficient funds are on deposit in the Administrative Expense Fund to apply to the purchase of the unpaid taxes and/or pay the costs of any proceeding;

(d) not encumber, pledge or place any charge or lien upon any of the Special Tax or other amounts pledged to the Bonds superior to, or on a parity with, or junior to, the pledge and lien created in the Trust Indenture for the benefit of the Bonds, except as permitted by, or specifically set forth in, the Trust Indenture;

(e) take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken), so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law;

(f) keep, or cause the Trustee to keep, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the deposits to and expenditure of amounts disbursed from the Funds and Accounts created under the Trust Indenture and the Special Tax; and

(g) to the extent possible, direct Kendall County, Illinois to deposit all Special Taxes when collected, including Foreclosure Proceeds, condemnation proceeds and prepayments, directly with the Trustee to be applied as set forth under the Trust Indenture.

Investment of Funds

Moneys on deposit in Funds and Accounts established under the Trust Indenture may be invested from time to time in Qualified Investments pursuant to and solely at the direction of the City to the Trustee provided that moneys on deposit in the Special Redemption Account shall be invested in Qualified Investments having a maturity of 180 days or less. Subject to the requirements of the Trust Indenture, earnings or losses on such investments shall be attributed to the Fund or Account for which the investment was made. In the event that the Trustee does not receive directions from the City to invest funds held under the Trust Indenture, the Trustee shall invest such funds in a money market fund which invests in short-term securities issued or guaranteed by the United States Government, its agencies or instrumentalities. The Trustee is authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity.

Enforcement of Payment of Special Tax

In Illinois, general ad valorem property taxes are levied in one year and become payable during the following year. At the end of each collection year, the Kendall County Treasurer applies to the Circuit Court of Kendall County, for a judgment for all unpaid general ad valorem property taxes. The Circuit Court of Kendall County order resulting from that application for judgment provides for a sale of all property with unpaid general ad valorem property taxes. A public sale is held, at which time successful bidders pay the unpaid general ad valorem property taxes plus penalties. The annual tax sale is usually held during November of any given year in Kendall County. Unpaid general ad valorem property taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the delinquent taxes on the property at the general tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one half years, and certain procedural requirements are met, the purchaser of the

property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. Any delinquent Special Taxes for any given year would be included in this general tax sale. If there is no sale of the tax lien on a parcel of property at the annual tax sale, and the taxes remain unpaid, the taxes are forfeited and eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest to the date of purchase. Redemption periods and procedures are the same as applicable to the annual tax sale.

In addition to using the annual tax sale as an enforcement mechanism, a municipality may seek enforcement of unpaid special taxes through commencement of foreclosure proceedings pursuant to the Special Service Area Act. If a delinquency in the payment of the Special Tax occurs, the City is authorized by the Special Service Area to assign to the Trustee its right to institute an action pursuant to Article 9 of the Illinois Municipal Code (65 ILCS 5/9-1-1, *et seq.*) to foreclose any lien therefor securing the Special Tax. In such an action, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax, and the real property subject to the lien of the Special Tax would be sold at a judicial foreclosure sale. The ability of the Trustee to foreclose the lien of delinquent unpaid Special Tax may be limited in certain instances and may require prior consent of the property owner in the event that the property is owned by any receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See "RISK FACTORS – Bankruptcy" and "RISK FACTORS – Tax Delinquencies."

Such judicial foreclosure proceedings are not mandatory under the Special Service Area Act. However, in the Trust Indenture, the City has covenanted with the holders of the Bonds to take all actions, if any, which shall be necessary to provide for the levy and extension, collection and application of the Special Tax, and to assure the timely collection of the Special Tax, including without limitation, the enforcement of any delinquent Special Tax by assigning to the Trustee its right to commence and maintain an action to foreclose the lien of any delinquent Special Tax; provided, however, that the obligation to institute any foreclosure action shall only arise if the City makes the determination that the proceeds from each foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See "RISK FACTORS - Potential Delay and Limitation in Foreclosure Proceedings" below. Article 9 of the Illinois Municipal Code provides that the municipality or its assignee may file a complaint to foreclose a special service area tax lien in the same manner that foreclosures are permitted by law in case of delinquent general taxes. The "law in case of delinquent general taxes" to which the Illinois Municipal Code refers is the Illinois Revenue Code. Under such foreclosure proceedings, the court adjudicates the existence of a default in the payment obligation and authorizes a foreclosure sale; the sale is conducted and the proceeds distributed according to the respective priorities; the successful bidder is given a certificate of sale; and, if the redemption period expires without a redemption of the special service area taxes, the certificate of sale may be converted to a deed. Although the municipality holds the lien for the local improvement and is therefore the proper party to commence foreclosure procedures, bondholders with bonds secured by special service area taxes may compel the municipality to perform its duty and use all lawful means, including foreclosure, to collect the taxes out of which the bondholders are to be paid. Special service area taxes create a lien that is superior to other liens and encumbrances, and when general property taxes and Special Taxes are both delinquent, the proceeds of any foreclosure action, if insufficient to pay each in full, are divided between them on a pro rata basis. If special service area taxes are not paid in full at a foreclosure sale, and the lien amounts are bid on at such foreclosure sale, then unless the special service area taxes are then redeemed through payment of the amount of the special service area taxes plus interest, the certificate of sale can be converted into a deed to the property only after expiration of the applicable redemption period. The Illinois Constitution prescribes

certain minimum redemption periods for unpaid taxes on property, including special service area taxes, but the Illinois General Assembly may create longer redemption periods. For residential property with less than seven dwelling units, the Illinois Constitution provides for a minimum two year redemption period. The corresponding statute, however, permits the delinquent owner of such property to redeem it for two and a half years (35 ILCS 200/21-350). Additionally, in certain circumstances the redemption period may be extended for a period which will expire no later than 3 years from the date of sale (35 ILCS 200/21-385). If the property can also be considered “vacant non-farm real estate”, the Constitution authorizes a reduction of the redemption period to one year, but the statute applicable to special service area taxes contains no such exception.

No assurances can be given that the real property subject to sale or foreclosure and sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent installment of special service area taxes. Neither the Special Service Area Act nor Article 9 of the Illinois Municipal Code requires the Trustee, as assignee of the City’s right to foreclose, to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. Article 9 of the Illinois Municipal Code does specify that the special service area taxes will have the same lien priority in the case of delinquency as the priority of the lien of ad valorem property taxes.

If the Reserve Fund is depleted and delinquencies in the payment of Special Tax exist, there could be a default or delay in payments to the Bondowners pending the annual tax sale and/or prosecution of foreclosure proceedings and receipt by the City of the sale and/or foreclosure sale proceeds, if any. However, within the limits of the Special Tax Report and the Special Service Area Act, the City may adjust the Special Tax levied on all property within the Area in future calendar years to provide an amount, taking into account such delinquencies, required to pay debt service on the Bonds and to replenish the Reserve Fund. The amounts of the maximum Special Tax are sufficient to pay the amounts required by the Trust Indenture to be paid on the Bonds (except in the event of non-payment of with respect to a Mandatory Special Tax Prepayment); however, there are no assurances that the taxes levied will always be collected in their entirety.

Value to Lien Ratio

The following table sets forth sample value-to-lien ratios with respect to the Project.

<u>Product Type s</u>	<u>Market Value*</u>	<u>Bond Assessment Lien</u>	<u>Value to Lien</u>
Single Family Home	\$221,430	\$20,646	10.259

*Market value based on average EAV for tax year 2017 for developed lots in Windett Ridge.
Source: Kendall County Tax Assessor.

The value-to-lien ratio is based on the estimated market value of the Parcels. No assurance can be given that the foregoing ratio can or will be maintained during the period of time the Bonds are outstanding both because property values could drop and because other public entities, over which the Area have no control, could issue additional indebtedness secured by a lien on parity with the lien securing payment of the Special Tax or payable through the levy or imposition of a tax on parity with the Special Tax.

Representative Property Taxes

The following table sets forth a statement of general ad valorem taxes, based on current rates, imposed against Parcels improved with detached Single Family Homes in the Area based on the assessed values for such property set forth below and the most recent tax bills received by the owners of the property in the Area.

<u>United City of Yorkville</u>	<u>Single Family Homes</u>
Market Value	\$221,430
Assessed Value	73,810
Multiplier	1
Average Homeowners Exemption	(6,000)
Taxable Valuation	67,810

<u>Taxing Agency</u>	<u>2017 Ad Valorem Tax Rate</u>
Kendall County	0.7088%
Bristol - Kendall FPD	0.7425
Forest Preserve	0.1752
Jr College 516	0.5514
Yorkville Library	0.2944
Yorkville/Bristol SD	0.0000
Bristol Township	0.9970
Bristol Road District	0.2537
School Dist. CU 115	7.3444
City of Yorkville	0.6470
Total Tax Rate	<u>10.8221%</u>
Representative Ad Valorem Tax	\$7,338
Maximum Parcel Tax Levy Year 2018	\$2,396
Actual Parcel Tax Levy Year 2018	\$2,045
Total Taxes:	\$11,715

The City has no control over the amount of additional debt payable from taxes or assessments on all or a portion of the property within the Area, that may be issued in the future by other governmental entities or districts. Nothing prevents the owners of land within the Area from consenting to the issuance of additional debt by other public agencies which would be secured by taxes or assessments on the same property subject to the Special Tax. To the extent such indebtedness is payable from assessments, and other special taxes levied pursuant to the Special Service Area Act or other taxes, such assessments, special taxes and other taxes may have a lien on the property within the Area in addition to and on parity with the lien of the Special Tax. Accordingly, the liens on the property within the Area could increase without any corresponding increase in the value of the property within the Area and thereby reduce the ratio that exists at the time the Bonds are issued between the value of the property and the debt secured by the taxes and assessments thereon. The imposition of such additional indebtedness could also reduce the willingness and ability of the

property owners within the Area to pay the Special Tax when due. See “RISK FACTORS-Overlapping Indebtedness.”

Historical EAV	
2017	\$11,694,483
2016	9,134,068
2015	5,664,080
2014	6,051,705
2013	5,176,040

Historical Special Tax Collections and Delinquencies

The following table shows the historical Special Tax collections and delinquencies in connection with the Area. In the event of a delinquency in the payment of a Special Tax, no assurance can be given that the proceeds of any foreclosure sale would be sufficient to pay the delinquent Special Tax and any other delinquent special taxes, assessments or taxes. See “RISK FACTORS - Appraised Value”.

Levy Year	2017	2016	2015	2014	2013
Total Billed	\$482,713	\$477,911	\$481,695	\$486,704	\$532,421
Total Collected (Before Tax Sale)	\$482,713	\$477,911	\$480,703	\$486,704	\$530,274
Percent Collected	100.00%	100.00%	99.79%	100.00%	99.60%
Sold at Tax Sale	\$0.00	\$0.00	\$991	\$0.00	\$2,147
Total Collected (After Tax Sale)	\$482,713	\$477,911	\$481,694	\$486,704	\$532,421
Percent Collected	100.00%	100.00%	100.00%	100.00%	100.00%

Source: Kendall County Treasurer and Special Service Area Administrator.

THE AREA

The information provided in this section “THE AREA” has been included because it may be considered relevant to an informed evaluation and analysis of the Bonds. The Bonds and the Special Tax are not personal obligations of any land owners. The Bonds are secured solely by the Special Tax and certain other amounts on deposit with the Trustee. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS.” The Prior Bonds were issued to finance a portion of the construction and installation of the Special Services necessary to support the development of the Project, and the Special Services have been constructed and installed. The Bonds are being issued for the purpose of currently refunding the Prior Bonds.

General

The Area is a subdivision of approximately 163 acres known as Windett Ridge. The Area is generally located on the east of State Route 47, the southeast side of Illinois Route 71 and the southwest side of Illinois Route 126 in the City. The Area is improved with 205 Single Family Homes. Eleven Single Family Homes are currently under construction by the Developer, leaving 25

undeveloped parcels for future Single Family Homes. The Area also includes 5 acres zoned for commercial development.

Improvements

With proceeds from the Prior Bonds, the City completed the necessary public infrastructure improvements for the Special Service Area. These improvements included engineering, soil testing, mass grading and demolition, storm water management facilities, storm drainage systems and sewers, site clearing, public water facilities, sewer lines, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, landscaping, mitigations, utility relocation and tree installation, required tap-on and related fees for water or sanitary sewer services, and other eligible improvements to serve the Area.

[Describe commercial development?]

Single Family Homes

The Single Family Homes range in approximate size from 1900 square feet to over 2800 square feet. The Single Family Homes have different floor plans with a variety of distinct exterior designs and a wide range of amenities. The Single Family Homes have the following features:

- 3 to 4 bedrooms
- 2 car attached garage
- 1.5 to 3.5 bathrooms
- Dishwasher Disposal
- Wall-to-wall carpeting
- Basement (on certain models)

Developer

Windett Ridge was originally developed by Wiseman-Hughes Enterprises, Inc. and the remaining undeveloped lots are being developed by Lennar Corporation.

Water Facilities

The City provides the Area with potable water for domestic water consumption and fire flow protection and maintains the water distribution system to and within the Area. A permanent water tower and booster for the Area was constructed by the City.

Sanitary Sewers

The Area was annexed to the Yorkville-Bristol Sanitary District ("YBSD") for the purpose of extending and connecting to the Yorkville-Bristol sanitary sewer lines and treatment facilities. YBSD constructed an expansion of its sewer treatment plant adding sufficient capacity to serve the sanitary sewer needs of the entire Area.

Storm Water Facilities

The Area has underground sewers for its buildings, structures, streets, driveways, and other locations which are conveyed and maintained by the City, and has graded, open swales or ditches and storm water retention/detention areas.

Other Utilities

The cable television franchise in this region is. SBC. NICOR, SBC, and Com Ed provide gas, telephone, and electrical service, respectively, to the Area.

Flood Plain/Wetlands

The development is not in a flood plain.

Schools

Yorkville Community School District No. 115, with two grade schools serving grades K-2, an intermediate school serving grades 3-5, a middle school serving grades 6-8, and a high school serving grades 9-12, serves the homes within the Area. Each school offers a full academic program coupled with a variety of extra-curricular activities for students.

THE CITY

The United City of Yorkville was established in 1834 and has been the county seat of Kendall County since 1859. It is located in northeastern Illinois on the Fox River, approximately 45 miles southwest of Chicago. Nearby communities include Oswego, Bristol, Plano, Millbrook, Helmar, Newark, Plattville, Montgomery, Sugar Grove and Plainfield. According to the 2010 Census, the City had a population of 16,921. For additional information regarding the City, see APPENDIX D hereto.

THE SPECIAL SERVICE AREA AND SPECIAL TAX

The Act

Section 7(6) of Article VII of the Illinois Constitution of 1970 permits a non-home rule unit to levy or impose additional taxes upon areas within its boundaries to provide special services to those areas and to pay debt incurred in order to provide those special services in the manner provided by law. Such areas are established pursuant to the provisions of the Special Service Area Act. Under the Special Service Area Act, the Corporate Authorities of the municipality within which the special service area lies constitute the governing body of such special service area.

The Special Service Area Act provides that bonds may be issued to provide for the special services. Such bonds do not constitute indebtedness of the municipality in which the special service area is situated for the purpose of any limitation imposed by any law. Such bonds shall be retired by a tax which may be either an ad valorem property tax, a special tax, or a combination of an ad valorem property and a special tax. A special tax may be levied or imposed on any basis that provides a rational relationship between the amount of special tax levied or imposed against each lot or parcel within the special service area and the special service benefit conferred. The Special Service Area Act further provides that the lien and foreclosure remedies provided in Article 9 of the Illinois Municipal Code shall apply on nonpayment of any special tax.

The Special Service Area Act contains a provision that allows residents of a special service area to petition the circuit court having jurisdiction to disconnect territory from the special service

area if, among other things, such territory was not, is not, and is not intended by the corporate authorities which created the special service area to be benefited or served by work or services then existing or authorized, and that such territory constitutes less than 1 1/2% of the special service area's total equalized assessed valuation. The City represents that no parcel within the Area meets this test.

Establishment of the Area

The City established SSA Number 2003-101 pursuant to the Establishing Ordinance, which established SSA Number 2003-101 to provide certain special services, and authorized the City to levy and collect Special Taxes in the manner set forth in the Special Tax Report, to pay principal of and interest on the bonds secured by the Special Taxes in an aggregate principal amount not to exceed \$8,000,000 to be retired over a period not to exceed 30 years.

Levy, Abatement and Collection of Special Tax

In Illinois, property taxes levied in one year become payable during the following year as provided in said levy. Pursuant to the Bond Ordinance the City has levied the Maximum Parcel Special Tax for all parcels within the Area. Pursuant to the Trust Indenture and the Special Tax Report, the City has covenanted that prior to the last Tuesday of December of each year to calculate or cause the Consultant to calculate the Special Tax Requirement due as provided in the Special Tax Report, taking into account other amounts that may be available to pay principal of and interest on the Bonds and administrative expenses, to amend the Special Tax Roll pursuant to the Special Tax Report and shall, by ordinance, approve the amount of the Special Tax Requirement and direct the County Clerk of Kendall County to extend the Special Tax for collection on the tax books in the amounts so determined pursuant to the Special Tax Report against all parcels of taxable property in the Area. The Kendall County Clerk must receive the Special Tax Roll by the last Tuesday in December. The Kendall County Clerk intends, to the extent possible, to incorporate the Special Tax bill into the regular ad valorem property tax bill which will be payable in two equal installments. The first installment is payable in June and the second installment is payable in September. The Special Tax levied by the Bond Ordinance shall be abated each year to the extent the taxes levied pursuant to the Bond Ordinance exceed the Special Tax Requirement as calculated by the City.

At the end of each collection year, the Kendall County Treasurer applies to the Circuit Court of Kendall County, for a judgment for all unpaid taxes. The Circuit Court of Kendall County order resulting from that application for judgment provides for a sale of all property with unpaid taxes. A public sale is held, at which time successful bidders pay the unpaid taxes plus penalties. The annual tax sale is usually held during November in Kendall County. Unpaid taxes accrue penalties at the rate of 1 1/2% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the purchaser of the property at the tax sale the amount paid at the sale, plus a penalty. If redemption does not occur within two and one-half years and certain procedural requirements are met, the purchaser of the property at the tax sale can receive a deed to the property which has been sold for delinquent taxes. In addition, a municipality may seek enforcement of unpaid Special Tax through foreclosure proceedings by seeking in court an adjudication of the existence of a lien and a finding of a failure to pay Special Tax when due. Upon making such a finding, a court having jurisdiction would enter a foreclosure decree authorizing the sale of the property subject to the lien of the Special Tax. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—Enforcement of Payment of Special Tax" herein.

Special Service Area Special Tax Report

The following description of the Special Service Area Special Tax Report prepared by David Taussig & Associates, Inc., Newport Beach, California, Special Tax Consultant, is qualified in its entirety by reference to the complete form of the Special Tax Report set forth in APPENDIX A hereto. Capitalized terms used in this section, but not defined, shall have the meaning given to such terms in the Special Tax Report

The Special Tax Report set forth the provisions for apportioning and levying the Special Tax in the Area. The Special Tax has been and will be levied in the Area each calendar Levy Year from 2004 to 2031 and previously collected and to be collected each Calendar Year from 2005 to 2032. The amount of Special Tax to be levied pursuant to the Special Tax Report has been calculated to provide an amount equal to at least 110% of the annual debt service on the Bonds after deduction of the Administrative Expenses.

The Maximum Parcel Special Taxes levied by the City within the Area in levy year 2018, adjusted for prepayments, shall not exceed \$2,396 and increases by 1.50% per year, provided, however, that in no event shall the Maximum Parcel Special Taxes levied exceed \$2,907 in 2031, the final year the Maximum Parcel Special Taxes shall be levied. Subject, however, to the prepayment provisions set forth in the Special Tax Report, the Special Tax Bond Prepayment amount shall not exceed the principal amount of the Bonds plus any Premium, Defeasance and Fees as such terms are defined in the Special Tax Report, less the Reserve Fund Credit, plus any delinquent Special Taxes on the Parcel for which the prepayment is being made, including any applicable penalties and related costs. See “THE BONDS - Optional Prepayment of Special Tax” and “ - Mandatory Prepayment of Special Tax.”

The following table sets forth certain information concerning the Special Tax, including the aggregate Maximum Parcel Special Tax to be levied in 2018 through 2031 on the total non-prepaid single family dwelling units and the Total Maximum Parcel Special Tax which has been levied pursuant to the Bond Ordinance:

<u>Levy Year</u>	<u>Single Family Dwelling Units</u>	<u>Maximum Parcel Special Taxes Per Unit</u>	<u>Total Maximum Parcel Special Taxes</u>
2018	240	\$2,396	\$575,040
2019	240	2,432	583,680
2020	240	2,468	592,320
2021	240	2,505	601,200
2022	240	2,543	610,320
2023	240	2,581	619,440
2024	240	2,620	628,800
2025	240	2,659	638,160
2026	240	2,699	647,760
2027	240	2,739	657,360
2028	240	2,780	667,200
2029	240	2,822	677,280
2030	240	2,864	687,360
2031	240	2,907	697,680

Administrative Services

David Taussig & Associates, Inc. (the “Administrator”) will provide administrative services for the Area for the City pursuant to an Administrative Services Agreement. The Administrator prepared the Special Tax Report. Under the Administrative Services Agreement, the Administrator will (i) maintain a Parcel database necessary to extend, bill and collect the Special Taxes, (ii) calculate the amount of Special Tax to be abated for the Area, (iii) prepare an annual report for the Area, (iv) facilitate billing of the Special Tax, (v) monitor tax receipts and collections, (vi) track Special Tax prepayment amounts, (vii) field taxpayer inquiries, and (viii) calculate any rebate on the Bonds.

RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth in this Limited Offering Memorandum, in evaluating the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the Area to pay their Special Tax when due. Such failures to pay Special Tax could result in the inability of the Area to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the Area.

Limited Source of Funds

The Bonds, together with the interest thereon, are limited obligations of the City, payable solely from the Special Tax and the amounts on deposit in certain of the funds and accounts established and maintained under the Trust Indenture, all as more fully set forth therein. The Bonds are not general obligations of the City and do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation. No holder of the Bonds shall have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon (other than the levy of the Special Tax as provided in the Bond Ordinance and the Trust Indenture). See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - General” herein.

Information Not Verified

Information concerning the Area and the development has been obtained from the City and other sources believed by the Underwriter to be reliable, but much of that information involves predictions of future events, such as sales and ability of homeowners and other property owners to pay their share of the Special Tax. Such information is, by its nature, not subject to verification.

Overlapping Indebtedness

The Special Tax and any penalties assessed for failure to pay such taxes will constitute a lien against the parcels of land on which they will be levied until such taxes are paid. Such lien will be on a parity with all special taxes and special assessments which may be levied by other agencies and is co-equal to and independent of the lien for general ad valorem real property taxes regardless of when they are imposed upon the same property. The City, however, has no control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the Area.

The ability of an owner of land within the Area to pay the Special Tax could be adversely affected if additional debt is issued or additional taxes or assessments are levied, which are payable by the owners of land

within the Area. The imposition of additional liens, whether public or private, may reduce the ability or willingness of the homeowners to pay the Special Tax and increase the possibility that foreclosure proceeds will not be adequate to pay any delinquent Special Tax. The Bonds are not in any way secured by the first mortgage lien. The Bonds are secured by the Special Tax, which has priority over a first mortgage lien.

Tax Delinquencies

In order to pay debt service on the Bonds, it is necessary that the Special Tax within the Area be paid in a timely manner. Under provisions of the Special Service Area Act, the Special Tax, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the property owners within the Area on the regular general ad valorem property tax bills sent to owners of such properties or on a special tax bill delivered at the same time as the regular ad valorem property tax bills. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do general ad valorem property tax installments. The unwillingness or inability of a property owner to pay ad valorem property tax bills as evidenced by general ad valorem tax delinquencies may also indicate an unwillingness or inability to make general ad valorem tax payments and Special Tax installment payments in the future. If property owners fail to pay the Special Tax when due, there could be significant special tax delinquencies. See “RISK FACTORS - Concentration of Ownership.”

Also, the Kendall County Collector may not be willing to bill the property owners in the Area the Special Tax on their regular ad valorem property tax bills or if the Kendall County Collector is willing to bill the property owners in the Area the Special Tax on their regular ad valorem property bills today, the Kendall County Collector may not be willing to do so in the future. In that event, the responsibility to bill and collect Special Tax would become the City’s responsibility under the Special Tax Report. However, the City has limited its obligation to pay for the costs of billing and collecting to amounts on deposit in the Administrative Expense Fund.

See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax” for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Trust Indenture, in the event of delinquencies in the payment of Special Tax. See “RISK FACTORS - Potential Delay and Limitation in Foreclosure Proceedings” and “Bankruptcy” below, for a discussion of limitations on the City’s ability to foreclose the lien of delinquent unpaid Special Tax in certain circumstances.

Potential Delay and Limitations in Foreclosure Proceedings

The payment of Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax may be limited by bankruptcy, insolvency and other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. See “RISK FACTORS - Bankruptcy.” In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the City to foreclose the lien of a delinquent unpaid Special Tax payment may be limited with regard to properties in which the Federal Deposit Insurance Corporation (“FDIC”) or any successor to the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the Area. However, if a lender takes a security interest in property in the Area and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC. The FDIC could assert federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in its interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of delinquent unpaid special taxes.

If the City is required to obtain the consent of the FDIC to foreclose on property located in the Area, such consent could be denied and the City might be unable to pursue foreclosure proceedings. Additionally, obtaining such consent could delay the foreclosure proceedings. Any delay in foreclosure proceedings or the inability of the City to foreclose on property in the Area in which the FDIC has an interest could result in a delay or default in payment of the Bonds.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the Area or the City. In addition, the Illinois Constitution prescribes certain minimum redemption periods, which may be as long as three years, in the event of foreclosure. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Enforcement of Payment of Special Tax.” Under current conditions, it is estimated that a judicial foreclosure of the lien of the Special Tax could take several years from initiation of litigation to the lien foreclosure sale.

Delays and uncertainties in the Special Tax lien foreclosure process create significant risks for Bondowners. High rates of Special Tax payment delinquencies, which continue during the pendency of protracted Special Tax lien foreclosure proceedings, could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of Parcels in the Area upon foreclosure. In that event, there could be a default in payments of the principal of, and interest on, the Bonds. See “RISK FACTORS - Concentration of Ownership” above.

No Acceleration

The Bonds are not subject to acceleration in the event of the breach of any covenantor duty under the Trust Indenture, including payment default.

Bankruptcy

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel’s approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although a bankruptcy proceeding would not cause the Special Tax to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by a bankruptcy court having jurisdiction. In addition, bankruptcy of a property owner could result in a delay in commencement and completion of foreclosure proceedings. The filing of bankruptcy proceedings stays all legal proceedings of a debtor including any tax sale during the pendency of such proceedings. Such stay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax Special Tax installments not being paid in full.

Maximum Special Taxes

Pursuant to the Bond Ordinance, the City has levied the Special Tax in the maximum amounts permitted by the Special Tax Report. However, there is no assurance that the maximum amounts will at all times be sufficient to pay the amounts required to be paid by the Trust Indenture. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS - Tax Revenues” and “THE SPECIAL SERVICE AREA AND SPECIAL TAX – Special Service Area Special Tax Report.”

The Illinois State Legislature passed SB 107, which provides for an annual exemption amount from property taxes ranging from \$2,500 to full exemption for veterans of the United States Military with a service-connected disability. The City cannot predict how, if at all, SB 107 will affect the City's collection of the Special Taxes.

Disclosure to Future Purchasers

The City has recorded the Establishing Ordinance for the property included in the Area in the Office of the Recorder of Deeds of Kendall County on or prior to the Date of Delivery and has recorded the Declarations of Consent in the Office of the Recorder of Deeds of Kendall County on or prior to the Date of Delivery. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of single family homes or the lending of money thereon. Failure to disclose the existence of the Special Tax may affect the willingness and ability of future owners of land within the Area to pay the Special Tax when due.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Except as described below under the caption "CONTINUING DISCLOSURE", the City has not committed to provide any financial or operating data or information on a going forward basis. See "Appendix C - Trust Indenture." Occasionally because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. In addition, prices of issues for which a market is being made will depend on then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Secondary Market and Prices

The Underwriter presently does not intend to engage in secondary market trading of the Bonds. The Underwriter is not obligated to engage in secondary trading or to repurchase any of the Bonds at the request of the Owners thereof. No assurance can be given that a secondary market for any of the Bonds will be available and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

Loss of Tax Exemption

Interest on the Bonds could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Code. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption or mandatory redemption provisions of the Trust Indenture.

Risk of Legislative and Judicial Changes

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedures related to property tax assessment, levy, collections or distribution could have a material effect on the calculation or availability of the Special Tax. There is no assurance that legislation will not be considered or enacted in the future, and unless provision is made in such legislation for special service Area generally in Illinois, the generation of the Special Tax could be materially adversely affected.

Force Majeure Events

Certain unanticipated events beyond the City's control could have a material adverse effect on the Department's and the City's operations and financial conditions if they were to occur. These events include fire, flood, earthquake, epidemic, adverse health conditions or other unavoidable casualties or acts of God, freight embargo, labor strikes or work stoppages, civil commotion, new acts of war or escalation of existing war conditions, sabotage, terrorism or enemy action, pollution, unknown subsurface or concealed conditions affecting the environment, and any similar causes. No assurance can be provided that such events will not occur, and, if any such events were to occur, the effect of such event or events on the Department's and the City's operations and financial condition on the Net Revenues Available for Bonds cannot be predicted.

UNDERWRITING

The Underwriter, D.A. Davidson & Co., has agreed to purchase the Bonds from the City for reoffering, subject to certain conditions, at an aggregate purchase price of \$_____, which price reflects principal amount of the Bonds of \$_____, plus net original issue premium of \$_____, and less Underwriter's discount of \$_____. Under the bond purchase agreement between the City and the Underwriter (the "Bond Purchase Agreement"), the Underwriter is obligated to purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such a purchase is subject to certain conditions set forth in the Bond Purchase Agreement. The Underwriter may change the prices and other terms with respect to the offer and sale of the Bonds from time to time after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering price set forth on the cover page of this Limited Offering Memorandum, including sales to dealers.

LEGAL OPINIONS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Foley & Lardner LLP, Chicago, Illinois, Bond Counsel. The proposed form of the opinion of Bond Counsel is included herein as APPENDIX D. Certain legal matters will be passed upon for the Underwriter by its counsel, SJ Gray Law LLC, Chicago, Illinois; and for the City, by its counsel, Kathleen Field Orr & Associates, Chicago, Illinois.

TAX EXEMPTION

In the opinion of Foley & Lardner LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") and is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond counsel observes that interest on the Bonds is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. Interest on the Bonds is not exempt from State of Illinois income taxes.

Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a purchaser's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium property allocable to such purchaser. Beneficial

Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent property allocable to each Bondholder, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bond on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bond to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequence of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bond was sold to the public.

Section 103 of the Code imposes various restrictions, conditions and requirements relating to exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has covenanted to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the original issue date of the Bonds. The opinion of Foley & Lardner LLP assumes compliance with these covenants. Foley & Lardner LLP has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of or the tax-exempt status of interest on the Bonds. Further, Foley & Lardner LLP does not give assurance that pending or further legislation or amendments to the Code, if enacted into law, will not adversely affect the value of or the tax exempt status of interest on the Bonds. Beneficial Owners are encouraged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Certain requirements and procedures contained or referred to in the Trust Indenture, the Bond Ordinance, the Tax Agreement and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstance subject to the terms and conditions set forth in such documents. Foley & Lardner LLP expresses no opinion as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Foley & Lardner LLP.

Although Foley & Lardner LLP is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Foley & Lardner LLP expresses no opinion regarding any such other tax consequences.

No assurance can be given that any future legislation or clarifications or amendments to the Code, if enacted into law, will not cause the interest on the Bonds to be subject, directly or indirectly, to federal or state income taxation, or otherwise prevent the Bondholders from realizing the full current benefit of the tax status of the interest thereon. Further, no assurance can be given that any such future legislation, or any actions of the

IRS, including, but not limited to, selection of the Bonds for audit examination, or the course or result of any examination of the Bonds, or other bonds which present similar tax issues, will not affect the market price for the Bonds.

CONTINUING DISCLOSURE

Continuing Disclosure Agreement

Notwithstanding the exemption from Rule 15c2-12 (the "Rule"), the City has entered into a Continuing Disclosure Agreement (the "CDA") with Amalgamated Bank of Chicago, as dissemination agent (the "Dissemination Agent") and have agreed to provide certain information as follows, all of which will be provided to the Dissemination Agent for further delivery to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system:

City's Annual Report. Within 240 days after the end of each fiscal year of the City (currently ending April 30) commencing with the fiscal year ending April 30, 2020, the City agrees to provide an Annual Report that will contain or incorporate by reference a copy of the annual report prepared by the Consultant showing the Special Taxes received, all disbursements from all Funds and Accounts administered under the Trust Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Additional Special Services as of the end of such fiscal year, the collection of taxes, delinquencies, tax sales and foreclosures.

Event Disclosure. The City is also required to provide notice of the occurrence of certain events with respect to the Bonds in a timely manner, not in excess of ten (10) business days after the occurrence of such event. Such events are as follows:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancement reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other materials events affecting the tax status of the security;
- (7) Modification to rights of security holders, if material;
- (8) Bond calls, if material;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;

(12) Tender offers;

(13) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

(14) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(15) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(16) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.

(17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

For purposes of the events set forth in (16) and (17), "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as a security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of any of the foregoing. Financial obligation does not include municipal securities as to which a final official statement has been provided to the MSRB.

An event of default under the CDA will not constitute an Event of Default under the Trust Indenture and the only remedy under the CDA is for an action to compel performance.

Notwithstanding any other provision of the CDA, the City by ordinance or resolution authorizing such amendment or waiver, may amend the CDA, and any provision of the CDA may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Securities and Exchange Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) The CDA, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel) at the time of the amendment.

Corrective Action Related to Certain Bond Disclosure Requirements

The City failed to file its audited financial statements for the 2010 fiscal year within the time period specified in prior continuing disclosure undertakings. As of April 23, 2013, the City had filed such audited

financial statements. The City has established procedures to ensure that such audited financial statements will be filed in a timely manner in the future.

A material event disclosure pertaining to bond and certificate insurance rating change required in prior undertakings was not submitted within the time frame required in the prior undertakings. On April 5, 2013, this material event disclosure was filed with the MSRB through EMMA. In the past five years there have been numerous rating actions reported by Moody's Investors Service, S&P Global Ratings and Fitch Ratings affecting the municipal bond insurance companies, some of which had insured bonds previously issued by the City. Due to widespread knowledge of these rating actions, material event notices were not filed by the City. The City failed to file audited financial statements and annual financial information and operating data for fiscal year 2012 (the "2012 Filings") under its general obligation CUSIP number 987355 within the time period specified in prior continuing disclosure undertakings; the 2012 Filings were made within the time period specified in prior continuing disclosure undertakings under CUSIP number 987354. On July 22, 2014, this disclosure was filed with the MSRB through EMMA and the 2012 Filings were transferred to CUSIP number 987355.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the City has been served with process or is otherwise aware, or, to the knowledge of the officer of the City executing such certificate, threatened against the City affecting the existence of the City, the Area or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance and/or the Trust Indenture, or the collection or application of the Special Tax, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance, the Trust Indenture or any action of the City contemplated by any of the said documents, or the collection or application of the Special Tax, or in any way contesting the completeness or accuracy of the Bond Ordinance, the Trust Indenture or any amendments or supplements hereto, or contesting the powers of the City contemplated by any of said documents, nor, to the knowledge of the officer of the City executing such certificate, is there any basis therefor.

NO BOND RATING

No application has been made to any rating agency for the purpose of obtaining a rating on the Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The City has designated the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions as defined in Section 265(b)(3) of the Code.

MISCELLANEOUS

The references, excerpts, and summaries of documents and statutes contained in this Limited Offering Memorandum do not purport to be complete statements of the provisions of such documents and statutes, and reference is made to all such documents and statutes for full and complete statements of their terms and provisions.

The estimates, assumptions, statistical and financial information, and all other information contained in this Limited Offering Memorandum have been compiled from official and other sources believed to be

reliable; however, none of such estimates, assumptions, or information is guaranteed by the City, the Consultant, or the Underwriter as to completeness or accuracy.

Any statement made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact; no representation is made that any of the estimates contained herein will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any offer or sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Area since the date hereof.

AUTHORIZATION

The City has authorized the execution and distribution of this Limited Offering Memorandum.

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

By: _____
Its: Mayor

[Signature Page to Limited Offering Memorandum]

APPENDIX A

Special Tax Report

APPENDIX B

Trust Indenture

APPENDIX C

Bond Opinion

APPENDIX D

Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "*Agreement*") is executed and delivered this ___ day of _____, 2019 by and among the **UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS** (the "*Issuer*"), and **AMALGAMATED BANK OF CHICAGO**, as dissemination agent (the "*Dissemination Agent*"), in connection with the issuance by the Issuer of its \$_____ Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the "*Bonds*"). The Bonds are being issued pursuant an Ordinance adopted on _____, 2019 by the City Council of the Issuer (the "*Bond Ordinance*") and a Trust Indenture dated as of _____ 1, 2019 (the "*Indenture*") between the Issuer and Amalgamated Bank of Chicago, as trustee. The Bonds will be as described in, and secured pursuant to, the Bond Ordinance and the Indenture.

In consideration of the issuance of the Bonds by the Issuer and the purchase of such Bonds by the beneficial owners thereof, the Issuer and the Dissemination Agent covenant and agree as follows:

2. **PURPOSE OF THIS AGREEMENT.** The Bonds are being issued in authorized denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and are being offered to less than thirty-five (35) institutional investors. Accordingly, the Bonds will be exempt from the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Notwithstanding the exemption from Rule 15c2-12, the Issuer is entering into this Agreement as of the date set forth above, for the benefit of the beneficial owner or owners of the Bonds in order to provide certain information and to provide notice of certain events to the MSRB (as defined below) pursuant to the requirements of Section (b)(5) of the Rule (as defined below) and in order to assist the Underwriter (as defined below) in complying with the requirements of the Rule. Notwithstanding anything set forth in this Agreement to the contrary, however, neither the Issuer nor the Dissemination Agent will be required to provide any information or take any other actions set forth hereunder until the Closing Date (as defined below). From and after the Closing Date, the Issuer shall furnish the reports, statements and other documents required to be furnished hereunder in the manner set forth herein.

3. **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Indenture.

Annual Financial Information means the information described in *Exhibit I* attached hereto.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 5 hereof.

Annual Reports Filing Date means the date specified in *Exhibit I* for providing the Annual Financial Information and the Audited Financial Statements to the MSRB.

Audited Financial Statements means the audited financial statements of the Issuer prepared pursuant to the standards and as described in *Exhibit I* attached hereto.

Closing Date means the date on which the Bonds are issued pursuant to, and subject to the terms of, the Indenture.

Commission means the Securities and Exchange Commission.

Consultant means David Taussig & Associates, Inc., and its successors and assigns or any other firm selected by the Issuer to assist it in administering the Special Service Area and the extension and collection of Special Taxes pursuant to the Special Tax Report.

Dissemination Agent means Amalgamated Bank of Chicago, acting in its capacity as Dissemination Agent for the Issuer, or any other agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Event means the occurrence of any of the events with respect to the Bonds set forth in *Exhibit III* attached hereto.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Fiscal Year End means April 30 of each year, which is the last day of the Issuer's fiscal year.

Limited Offering Memorandum means the Limited Offering Memorandum dated _____, 2019 of the Issuer relating to the Bonds.

MSRB means the Municipal Securities Rulemaking Board.

Reportable Event means any the occurrence of any Event set forth in *Exhibit III* attached hereto.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 6.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

Special Service Area means the United City of Yorkville Special Service Area Number 2003-101.

Special Services has the meaning as set forth in the Indenture.

Special Tax has the meaning as set forth in the Indenture.

State means the State of Illinois.

Trustee means Amalgamated Bank of Chicago, Chicago, Illinois and its successors and assigns, as trustee under the Indenture.

Undertaking means the obligations of the Issuer pursuant to Sections 5 and 6.

4. **REPRESENTATIONS OF ISSUER.** The Issuer represents that:

(a) It will be the only "obligated person" (within the meaning of paragraph (f) (10) of the Rule) with respect to the Bonds at the time the Bonds is delivered to the beneficial owner thereof and that no other person is expected to become so committed at any time after issuance of the Bonds; and

(b) During the past five (5) years, the Issuer has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

5. **CUSIP NUMBER.** The CUSIP Numbers of the Bonds are set forth in *Exhibit II*. The Issuer will, or will cause the Dissemination Agent to, include the CUSIP Numbers in all disclosure materials described in Sections 5 and 6 of this Agreement.

6. **ISSUER FINANCIAL INFORMATION DISCLOSURE.**

(a) Subject to Section 9 of this Agreement, the Issuer hereby covenants that, from and after the Closing Date, it will disseminate, or cause the Dissemination Agent to disseminate, its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to the MSRB through EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

(b) If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Issuer will, or cause the Dissemination Agent to, disseminate to the MSRB a statement to such effect as part of its Financial Information for the year in which such event first occurs.

(c) If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or

supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

(d) Within ten (10) business days of receipt thereof, and not later than 240 days after the Issuer's Fiscal Year End, the Issuer shall provide the Annual Financial Information to the Dissemination Agent. The Dissemination Agent shall notify the Issuer in the event it does not receive such report. The Issuer may seek the assistance of the Consultant in preparing the Annual Financial Information.

(e) If the Issuer changes its Fiscal Year End, it shall give notice of such change in the same manner as for a Reportable Event under Section 6 below.

(e) By no later than fifteen (15) business days prior to the applicable Annual Reports Filing Date, the Issuer shall provide its Annual Financial Information and, if applicable, its Audited Financial Statements, to the Dissemination Agent for filing with the MSRB through EMMA by no later than the Annual Reports Filing Date. If, by such 15th business day prior to the Annual Reports Filing Date, the Dissemination Agent has not received copies of the Annual Financial Information and the Audited Financial Statements from the Issuer, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with its obligations hereunder.

(f) If the Dissemination Agent is unable to verify that the Issuer has provided the Annual Financial Information and the Audited Financial Statements to the MSRB by the Annual Reports Filing Date, the Dissemination Agent shall promptly send a notice to the MSRB through EMMA in substantially the form attached hereto as *Exhibit IV*.

(g) The Dissemination Agent shall:

- (i) determine each year, prior to the Annual Reports Filing Date, the applicable electronic format for filings through EMMA;
- (ii) file the Annual Financial Information and the Audited Financial Statements (if timely received from the Issuer) with the MSRB through EMMA by the Annual Reports Filing Date;
- (iii) file a report with the Issuer certifying that the Annual Financial Information and the Audited Financial Statements have been provided to the MSRB pursuant to this Agreement and stating the date that such Annual Financial Information and Audited Financial Statements were provided to the MSRB; and
- (iv) file such other Annual Financial Information with the MSRB upon receipt of same from the Issuer.

7. REPORTABLE EVENTS DISCLOSURE.

(a) Subject to Section 9 of this Agreement, the Issuer hereby covenants that it will, or

cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Event giving rise to the Reportable Event) Reportable Events Disclosure to the MSRB through EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information.

(b) The Issuer may from time to time choose to provide notice of the occurrence of certain other events, in addition to the Reportable Events, if, in the judgment of the Issuer, such other event is material with respect to the Bonds, but the Issuer does not undertake any commitment to provide such notice of any event except for the Reportable Events.

(c) MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

(d) Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholder pursuant to the Bond Ordinance.

(e) In connection with providing a notice of the occurrence of a Reportable Event, the Dissemination Agent, solely in its capacity as such, is not obligated or responsible under this Agreement to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(f) The Dissemination Agent shall, promptly upon obtaining actual knowledge at its office specified in Section 13 below of the occurrence of any of the Events, contact the Issuer to inform the Issuer of the occurrence of such Event and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report such Event to the MSRB as a Reportable Event pursuant to Section 6(h) below; provided, however, that the failure by the Dissemination Agent to so notify the Issuer and make such request shall not relieve the Issuer of its duty to report Reportable Events as required by this Agreement.

(g) Whenever the Issuer obtains knowledge of the occurrence of an Event, whether because of notice from the Dissemination Agent pursuant to Section 6(f) above or otherwise, the Issuer shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the Event giving rise to the Reportable Event) if such Event is a Reportable Event which is required to be reported to the MSRB pursuant to the Rule and this Section 6. In the event the Issuer determines that such Event is not a Reportable Event, the Issuer shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to not report such Event.

(h) If, however, the Issuer determines that an Event is a Reportable Event required to be reported to the MSRB pursuant to the Rule and this Section 6, the Issuer shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event with the MSRB through EMMA in an electronic format and accompanied by such identifying

information as is prescribed by the MSRB. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the Event giving rise to the Reportable Event.

(i) The Dissemination Agent may conclusively rely on an opinion of counsel that the Issuer's instructions to the Dissemination Agent under this Section 6 comply with the requirements of the Rule.

8. CONSEQUENCES OF FAILURE OF THE ISSUER TO PROVIDE INFORMATION. The Issuer shall give, or cause the Dissemination Agent to give, notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Issuer or Dissemination Agent to comply with any of its obligations under this Agreement, the beneficial owner of any Bonds may seek mandamus or specific performance by court order, to cause the Issuer or Dissemination Agent, as the case may be, to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Bond Ordinance or the Indenture, and the sole remedy under this Agreement in the event of any failure of the Issuer or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

9. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Issuer by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Issuer, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Issuer (such as Bond Counsel) at the time of the amendment.

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Issuer or the Dissemination Agent shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

10. TERMINATION OF UNDERTAKING. The Undertaking of the Issuer, and the

obligations of the Dissemination Agent hereunder, shall be terminated hereunder if the Issuer shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds (including defeasance of the Bonds) under the Bond Ordinance and the Indenture. The Issuer shall, or cause the Dissemination Agent to, give notice to the MSRB through EMMA in a timely manner if this Section is applicable.

11. **DISSEMINATION AGENT.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Issuer hereby appoints Amalgamated Bank of Chicago as the Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days' written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the contents of any notice or report prepared by the Issuer pursuant to this Agreement.

12. **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

13. **DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.** The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

14. **NOTICES.** Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the Issuer:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attention: Mayor
Telephone: (630) 553-4350

To the Dissemination Agent:

Amalgamated Bank of Chicago
30 N. LaSalle Street
38th Floor
Chicago, IL 60602
Attention: Ann Longino
Telephone: (312) 822-3187

15. **BENEFICIARIES.** This Agreement has been executed in order to assist the Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit

of the Issuer, the Dissemination Agent and the beneficial owners of the Bonds and shall create no rights in any other person or entity.

16. **RECORDKEEPING.** The Issuer shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

17. **ASSIGNMENT.** The Issuer shall not transfer its obligations under the Bond Ordinance unless the transferee agrees to assume all obligations of the Issuer under this Agreement or to execute an Undertaking under the Rule.

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois applicable to contracts performed wholly therein and without reference to its conflict of laws principles, provided that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

(Signature page follows)

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

ACCEPTANCE BY DISSEMINATION AGENT

Amalgamated Bank of Chicago hereby accepts its appointment as Dissemination Agent hereunder and agrees to perform the services of Dissemination Agent hereunder.

AMALGAMATED BANK OF CHICAGO, as
Dissemination Agent

By: _____
Its: _____

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in the Limited Offering Memorandum, the Limited Offering Memorandum must be available on EMMA; the Limited Offering Memorandum need not be available from the Commission. The Issuer shall clearly identify each such item of information included by reference.

a. Annual Financial Information:

1. "***Annual Financial Information***" means the annual report prepared by the Consultant showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Special Services as of the end of such fiscal year, and the collection of taxes, delinquencies, tax sales and foreclosures and the payment of recapture to the Issuer and remitted to the Trustee for payment of the Bonds.
2. The Annual Financial Information will be submitted to EMMA within ten (10) business days of receipt thereof and not later than 240 days after the Issuer's Fiscal Year End.

b. Audited Financial Statements:

1. "***Audited Financial Statements***" means the general purpose financial statements of the Issuer prepared in accordance with generally accepted auditing standards and "Government Auditing Standards" issued by the Comptroller of the United States.
2. Audited Financial Statements will be submitted to EMMA in such format and manner and accompanied by identifying information as is prescribed by the MSRB, at the same time as the Annual Financial Information.

Audited Financial Statements as described above should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be filed when available.

The Issuer shall file with the Dissemination Agent (a) forthwith upon becoming aware of any Event of Default or other event which, with the lapse of time specified in the Indenture, would become an Event of Default, a Written Certificate of the Issuer specifying such Event of Default or other event; and (b) within 240 days after the Issuer's Fiscal Year End, a written certificate of the Issuer stating that, to the best of knowledge and belief of the authorized officer of the Issuer

executing such written certificate, the Issuer has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Indenture and there does not exist at the date of such certificate any default by the Issuer under the Indenture or any Event of Default or other event which, with the lapse of time, would become an Event of Default, or, if any such Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

If any change is made to the Annual Financial Information as permitted by Section 5 of this Agreement, the Issuer will disseminate a notice of such change as required by Section 5.

EXHIBIT II

CUSIP NUMBERS

Maturity	CUSIP
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EXHIBIT III
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds
7. Modifications to the rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the Bonds, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer)
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties

For purposes of the Rule, “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as a security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of any of the foregoing. Financial obligation

does not include municipal securities as to which a final official statement has been provided to the MSRB.

EXHIBIT IV

FORM OF NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: United City of Yorkville, Kendall County, Illinois (“Issuer”)

Issue: Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Bonds, Series 2019 (“Bonds”)

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided its Annual Financial Information and its Audited Financial Statements with respect to the Bonds as required by the Continuing Disclosure Agreement dated _____, 2019 by the Issuer and accepted by Amalgamated Bank of Chicago as Dissemination Agent. [The Issuer anticipates that the Annual Financial Information and Audited Financial Statements will be filed by_.]

Dated: _____

AMALGAMATED BANK OF CHICAGO, as
Dissemination Agent

By: _____
Its: _____

Exhibit E

Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "**Agreement**") is executed and delivered this ___ day of _____, 2019 by and among the **UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS** (the "**Issuer**"), and **AMALGAMATED BANK OF CHICAGO**, as dissemination agent (the "**Dissemination Agent**"), in connection with the issuance by the Issuer of its \$ _____ Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Refunding Bonds, Series 2019 (the "**Bonds**"). The Bonds are being issued pursuant an Ordinance adopted on _____, 2019 by the City Council of the Issuer (the "**Bond Ordinance**") and a Trust Indenture dated as of _____ 1, 2019 (the "**Indenture**") between the Issuer and Amalgamated Bank of Chicago, as trustee. The Bonds will be as described in, and secured pursuant to, the Bond Ordinance and the Indenture.

In consideration of the issuance of the Bonds by the Issuer and the purchase of such Bonds by the beneficial owners thereof, the Issuer and the Dissemination Agent covenant and agree as follows:

1. **PURPOSE OF THIS AGREEMENT.** The Bonds are being issued in authorized denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and are being offered to less than thirty-five (35) institutional investors. Accordingly, the Bonds will be exempt from the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Notwithstanding the exemption from Rule 15c2-12, the Issuer is entering into this Agreement as of the date set forth above, for the benefit of the beneficial owner or owners of the Bonds in order to provide certain information and to provide notice of certain events to the MSRB (as defined below) pursuant to the requirements of Section (b)(5) of the Rule (as defined below) and in order to assist the Underwriter (as defined below) in complying with the requirements of the Rule. Notwithstanding anything set forth in this Agreement to the contrary, however, neither the Issuer nor the Dissemination Agent will be required to provide any information or take any other actions set forth hereunder until the Closing Date (as defined below). From and after the Closing Date, the Issuer shall furnish the reports, statements and other documents required to be furnished hereunder in the manner set forth herein.

2. **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Indenture.

Annual Financial Information means the information described in *Exhibit I* attached hereto.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 5 hereof.

Annual Reports Filing Date means the date specified in *Exhibit I* for providing the Annual Financial Information and the Audited Financial Statements to the MSRB.

Audited Financial Statements means the audited financial statements of the Issuer prepared pursuant to the standards and as described in *Exhibit I* attached hereto.

Closing Date means the date on which the Bonds are issued pursuant to, and subject to the terms of, the Indenture.

Commission means the Securities and Exchange Commission.

Consultant means David Taussig & Associates, Inc., and its successors and assigns or any other firm selected by the Issuer to assist it in administering the Special Service Area and the extension and collection of Special Taxes pursuant to the Special Tax Report.

Dissemination Agent means Amalgamated Bank of Chicago, acting in its capacity as Dissemination Agent for the Issuer, or any other agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Event means the occurrence of any of the events with respect to the Bonds set forth in *Exhibit III* attached hereto.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Fiscal Year End means April 30 of each year, which is the last day of the Issuer's fiscal year.

Limited Offering Memorandum means the Limited Offering Memorandum dated _____, 2019 of the Issuer relating to the Bonds.

MSRB means the Municipal Securities Rulemaking Board.

Reportable Event means any the occurrence of any Event set forth in *Exhibit III* attached hereto.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 6.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

Special Service Area means the United City of Yorkville Special Service Area Number 2003-101.

Special Services has the meaning as set forth in the Indenture.

Special Tax has the meaning as set forth in the Indenture.

State means the State of Illinois.

Trustee means Amalgamated Bank of Chicago, Chicago, Illinois and its successors and assigns, as trustee under the Indenture.

Undertaking means the obligations of the Issuer pursuant to Sections 5 and 6.

3. REPRESENTATIONS OF ISSUER. The Issuer represents that:

(a) It will be the only "obligated person" (within the meaning of paragraph (f) (10) of the Rule) with respect to the Bonds at the time the Bonds is delivered to the beneficial owner thereof and that no other person is expected to become so committed at any time after issuance of the Bonds; and

(b) During the past five (5) years, the Issuer has not failed to comply, in all material respects, with any previous undertakings it has entered into with respect to the Rule.

4. CUSIP NUMBER. The CUSIP Numbers of the Bonds are set forth in *Exhibit II*. The Issuer will, or will cause the Dissemination Agent to, include the CUSIP Numbers in all disclosure materials described in Sections 5 and 6 of this Agreement.

5. ISSUER FINANCIAL INFORMATION DISCLOSURE.

(a) Subject to Section 9 of this Agreement, the Issuer hereby covenants that, from and after the Closing Date, it will disseminate, or cause the Dissemination Agent to disseminate, its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to the MSRB through EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

(b) If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Issuer will, or cause the Dissemination Agent to, disseminate to the MSRB a statement to such effect as part of its Financial Information for the year in which such event first occurs.

(c) If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

(d) Within ten (10) business days of receipt thereof, and not later than 240 days after the Issuer's Fiscal Year End, the Issuer shall provide the Annual Financial Information to the

Dissemination Agent. The Dissemination Agent shall notify the Issuer in the event it does not receive such report. The Issuer may seek the assistance of the Consultant in preparing the Annual Financial Information.

(e) If the Issuer changes its Fiscal Year End, it shall give notice of such change in the same manner as for a Reportable Event under Section 6 below.

(e) By no later than fifteen (15) business days prior to the applicable Annual Reports Filing Date, the Issuer shall provide its Annual Financial Information and, if applicable, its Audited Financial Statements, to the Dissemination Agent for filing with the MSRB through EMMA by no later than the Annual Reports Filing Date. If, by such 15th business day prior to the Annual Reports Filing Date, the Dissemination Agent has not received copies of the Annual Financial Information and the Audited Financial Statements from the Issuer, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with its obligations hereunder.

(f) If the Dissemination Agent is unable to verify that the Issuer has provided the Annual Financial Information and the Audited Financial Statements to the MSRB by the Annual Reports Filing Date, the Dissemination Agent shall promptly send a notice to the MSRB through EMMA in substantially the form attached hereto as *Exhibit IV*.

(g) The Dissemination Agent shall:

- (i) determine each year, prior to the Annual Reports Filing Date, the applicable electronic format for filings through EMMA;
- (ii) file the Annual Financial Information and the Audited Financial Statements (if timely received from the Issuer) with the MSRB through EMMA by the Annual Reports Filing Date;
- (iii) file a report with the Issuer certifying that the Annual Financial Information and the Audited Financial Statements have been provided to the MSRB pursuant to this Agreement and stating the date that such Annual Financial Information and Audited Financial Statements were provided to the MSRB; and
- (iv) file such other Annual Financial Information with the MSRB upon receipt of same from the Issuer.

6. REPORTABLE EVENTS DISCLOSURE.

(a) Subject to Section 9 of this Agreement, the Issuer hereby covenants that it will, or cause the Dissemination Agent to, disseminate in a timely manner (not in excess of ten (10) business days after the occurrence of the Event giving rise to the Reportable Event) Reportable Events Disclosure to the MSRB through EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information.

(b) The Issuer may from time to time choose to provide notice of the occurrence of certain other events, in addition to the Reportable Events, if, in the judgment of the Issuer, such other event is material with respect to the Bonds, but the Issuer does not undertake any commitment to provide such notice of any event except for the Reportable Events.

(c) MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

(d) Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholder pursuant to the Bond Ordinance.

(e) In connection with providing a notice of the occurrence of a Reportable Event, the Dissemination Agent, solely in its capacity as such, is not obligated or responsible under this Agreement to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(f) The Dissemination Agent shall, promptly upon obtaining actual knowledge at its office specified in Section 13 below of the occurrence of any of the Events, contact the Issuer to inform the Issuer of the occurrence of such Event and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report such Event to the MSRB as a Reportable Event pursuant to Section 6(h) below; provided, however, that the failure by the Dissemination Agent to so notify the Issuer and make such request shall not relieve the Issuer of its duty to report Reportable Events as required by this Agreement.

(g) Whenever the Issuer obtains knowledge of the occurrence of an Event, whether because of notice from the Dissemination Agent pursuant to Section 6(f) above or otherwise, the Issuer shall determine as soon as possible (but in no event in excess of ten (10) business days after the occurrence of the Event giving rise to the Reportable Event) if such Event is a Reportable Event which is required to be reported to the MSRB pursuant to the Rule and this Section 6. In the event the Issuer determines that such Event is not a Reportable Event, the Issuer shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to not report such Event.

(h) If, however, the Issuer determines that an Event is a Reportable Event required to be reported to the MSRB pursuant to the Rule and this Section 6, the Issuer shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report such Reportable Event, in which event the Dissemination Agent shall file a notice of such Reportable Event with the MSRB through EMMA in an electronic format and accompanied by such identifying information as is prescribed by the MSRB. Such notice shall in no event be filed later than ten (10) business days after the occurrence of the Event giving rise to the Reportable Event.

(i) The Dissemination Agent may conclusively rely on an opinion of counsel that the Issuer's instructions to the Dissemination Agent under this Section 6 comply with the requirements of the Rule.

7. CONSEQUENCES OF FAILURE OF THE ISSUER TO PROVIDE INFORMATION. The Issuer shall give, or cause the Dissemination Agent to give, notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Issuer or Dissemination Agent to comply with any of its obligations under this Agreement, the beneficial owner of any Bonds may seek mandamus or specific performance by court order, to cause the Issuer or Dissemination Agent, as the case may be, to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Bond Ordinance or the Indenture, and the sole remedy under this Agreement in the event of any failure of the Issuer or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

8. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Issuer by ordinance or resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Issuer, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Issuer (such as Bond Counsel) at the time of the amendment.

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Issuer or the Dissemination Agent shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

9. TERMINATION OF UNDERTAKING. The Undertaking of the Issuer, and the obligations of the Dissemination Agent hereunder, shall be terminated hereunder if the Issuer shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds (including defeasance of the Bonds) under the Bond Ordinance and the Indenture. The Issuer shall, or cause the Dissemination Agent to, give notice to the MSRB through EMMA in a timely manner if this Section is applicable.

10. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may

discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Issuer hereby appoints Amalgamated Bank of Chicago as the Dissemination Agent. The Dissemination Agent may resign by providing sixty (60) days' written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the contents of any notice or report prepared by the Issuer pursuant to this Agreement.

11. **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

12. **DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.** The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

13. **NOTICES.** Any notices or communications to or among any of the parties to this Agreement may be given as follows:

To the Issuer:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attention: Mayor
Telephone: (630) 553-4350

To the Dissemination Agent:

Amalgamated Bank of Chicago
30 N. LaSalle Street
38th Floor
Chicago, IL 60602
Attention: Ann Longino
Telephone: (312) 822-3187

14. **BENEFICIARIES.** This Agreement has been executed in order to assist the Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent and the beneficial owners of the Bonds and shall create no rights in any other person or entity.

15. **RECORDKEEPING.** The Issuer shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

16. **ASSIGNMENT.** The Issuer shall not transfer its obligations under the Bond

Ordinance unless the transferee agrees to assume all obligations of the Issuer under this Agreement or to execute an Undertaking under the Rule.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois applicable to contracts performed wholly therein and without reference to its conflict of laws principles, provided that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

(Signature page follows)

UNITED CITY OF YORKVILLE, ILLINOIS

By: _____
Mayor

ACCEPTANCE BY DISSEMINATION AGENT

Amalgamated Bank of Chicago hereby accepts its appointment as Dissemination Agent hereunder and agrees to perform the services of Dissemination Agent hereunder.

AMALGAMATED BANK OF CHICAGO, as
Dissemination Agent

By: _____
Its: _____

EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in the Limited Offering Memorandum, the Limited Offering Memorandum must be available on EMMA; the Limited Offering Memorandum need not be available from the Commission. The Issuer shall clearly identify each such item of information included by reference.

a. Annual Financial Information:

1. "***Annual Financial Information***" means the annual report prepared by the Consultant showing the Special Taxes received, all disbursements from the Funds and Accounts administered by the Indenture, including the balances in all Funds and Accounts relating to the Bonds and the Special Services as of the end of such fiscal year, and the collection of taxes, delinquencies, tax sales and foreclosures and the payment of recapture to the Issuer and remitted to the Trustee for payment of the Bonds.
2. The Annual Financial Information will be submitted to EMMA within ten (10) business days of receipt thereof and not later than 240 days after the Issuer's Fiscal Year End.

b. Audited Financial Statements:

1. "***Audited Financial Statements***" means the general purpose financial statements of the Issuer prepared in accordance with generally accepted auditing standards and "Government Auditing Standards" issued by the Comptroller of the United States.
2. Audited Financial Statements will be submitted to EMMA in such format and manner and accompanied by identifying information as is prescribed by the MSRB, at the same time as the Annual Financial Information.

Audited Financial Statements as described above should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be filed when available.

The Issuer shall file with the Dissemination Agent (a) forthwith upon becoming aware of any Event of Default or other event which, with the lapse of time specified in the Indenture, would become an Event of Default, a Written Certificate of the Issuer specifying such Event of Default or other event; and (b) within 240 days after the Issuer's Fiscal Year End, a written certificate of the Issuer stating that, to the best of knowledge and belief of the authorized officer of the Issuer

executing such written certificate, the Issuer has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Indenture and there does not exist at the date of such certificate any default by the Issuer under the Indenture or any Event of Default or other event which, with the lapse of time, would become an Event of Default, or, if any such Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

If any change is made to the Annual Financial Information as permitted by Section 5 of this Agreement, the Issuer will disseminate a notice of such change as required by Section 5.

EXHIBIT II

CUSIP NUMBERS

Maturity	CUSIP
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EXHIBIT III
EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds
7. Modifications to the rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the Bonds, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer)
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties

For purposes of the Rule, “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as a security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of any of the foregoing. Financial obligation

does not include municipal securities as to which a final official statement has been provided to the MSRB.

EXHIBIT IV

FORM OF NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: United City of Yorkville, Kendall County, Illinois (“Issuer”)

Issue: Special Service Area Number 2003-101 (Windett Ridge Project) Special Tax Bonds, Series 2019 (“Bonds”)

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided its Annual Financial Information and its Audited Financial Statements with respect to the Bonds as required by the Continuing Disclosure Agreement dated _____, 2019 by the Issuer and accepted by Amalgamated Bank of Chicago as Dissemination Agent. [The Issuer anticipates that the Annual Financial Information and Audited Financial Statements will be filed by_.]

Dated: _____

AMALGAMATED BANK OF CHICAGO, as
Dissemination Agent

By: _____
Its: _____



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

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2018-87

Agenda Item Summary Memo

Title: Grande Reserve – Annexation Agreement Amendment (Neighborhood 1)

Meeting and Date: City Council - February 26, 2019

Synopsis: Request for Grande Reserve Annexation Agreement Amendment to increase the number of 3-bedroom homes allowed in Neighborhood 1 (Units 23, 26 and 27).

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: 2/3 of the Corporate Authorities (6 out of 9 – includes Mayor)

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Tim Evans, Director of Parks and Recreation
Date: January 25, 2019
Subject: **Grande Reserve – Proposed Annexation Agreement Amendment
Increase in number of 3-bedroom homes within Neighborhood 1**

Public Hearing Request:

An application has been filed with the City of Yorkville by NVR, Inc. d/b/a Ryan Homes, the contract purchaser of lots within the Grande Reserve subdivision, seeking to amend the existing annexation agreement which currently limits the number of three-bedroom homes within Neighborhood 1, also known as The Colonies. The proposed amendment would revise Exhibit E-2 of the annexation agreement that states “no greater than 50% of the units shall be allowed to have three bedrooms or more [and] [t]he remainder shall be 2 bedrooms or less.”

NVR, Inc. requests the provision be removed in its entirety and replaced with the following language:

“There shall be no restriction on the number of three-bedroom homes that may be constructed and conveyed within Neighborhood 1; provided however, no four-bedroom homes shall be permitted”

This will allow NVR to continue to build out the remaining 227 lots within Neighborhood 1 unrestricted with regards to a maximum number of three-bedroom homes. In consideration of the amendment, the Petitioner has agreed that within 1 year of the amendment approval, to either pay the City \$50,000 to improve existing parks or to construct a new park within the Grande Reserve subdivision.

Yorkville School District #115 Review:

As part of staff’s initial review of the request and during the December 2018 Economic Development Committee, it was recommended that the petitioner reach out to the Yorkville School District to obtain a letter of support for the requested relief of the limit on 3-bedroom dwelling units. The petitioner did attend meetings with the school board in November and December, however, the school board decided not to issue a formal letter of support.

According to the minutes of those meetings (see attached) and further conversations with district officials, the school board approved the motion to deny the letter of support and engaged in dialogue regarding possible concerns if this change were to occur. While the board does not anticipate sending a letter of support or opposition regarding the request, their original remain.

City Parks:

In staff’s analysis of this request, we anticipated a correlation could be made regarding the impact of the City’s park if there is an increase in student population in this area of the Grande Reserve development. The nearest park to the units in Neighborhood 1 is Grande Reserve Park A. While the park currently has a shelter and basketball court, additional funds could be used to add enhanced amenities for potential future users as a result of this petitioner’s request. Based upon the land cash parks calculations, the additional increase in 3-bedroom units would result in an approximately 1-acre of land park donation, or between \$40,000 and \$64,000 in cash in lieu payment, depending on the current value of an acre of improved land. Staff, therefore, recommended an additional park land cash donation of \$50,000 to make the necessary improvements.

Since the Economic Development Committee meeting, the petitioner has proposed to construct a “Grandparents’ Park” within a currently platted and landscaped open space area adjacent to the lots in Neighborhood 1. The triangular shaped parcel is located along Millbrook Circle, between Owens Court and Preston Drive, and is accessible by an existing bike path.

Preliminary renderings of the park area have been provided by the petitioner and attached to this memo as a general reference point for discussion and feedback from the City Council.

The park concept has also been reviewed by the Parks and Recreation department who are supportive of the proposed site and preliminary renderings of the proposed park area.



Staff Comments:

Attached is the proposed annexation agreement draft for City Council consideration. The petitioner and staff will be available at Tuesday night’s meeting to address any questions the public or the council may have regarding this request.













**ORDINANCE APPROVING THIRD AMENDMENT TO THE
ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT
(Grande Reserve Subdivision)**

WHEREAS, on July 22, 2003, the United City of Yorkville, Kendall County, Illinois (the “City”) and MPI-2 Yorkville North LLC, MPI-2 Yorkville Central LLC and MPI-2 Yorkville South LLC (collectively, the “*Original Owners*”) entered into a certain Annexation Agreement and Planned Unit Development Agreement (the “*Original Agreement*”), recorded as Document No. 200300032964 in the Office of the County Recorder of Kendall County, Illinois, to govern the annexation of land and the development of approximately 2,080 dwelling units within the community to be known as the “Grande Reserve Subdivision” situated in the City of Yorkville, Kendal County, Illinois; and,

WHEREAS, Grande Reserve (Chicago) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership and NVR, Inc. d/b/a Ryan Homes (the “*Current Owners*”) are the successors to the interests of the Original Owners and have requested the City to eliminate the restrictions or the number of three (3) bedroom homes that may be constructed within Neighborhood 1 without restrictions; and,

WHEREAS, the Current Owners are also prepared to pay fifty thousand dollars (\$50,000) to the City for the purpose of improving existing parks or constructing a new park in the Grande Reserve Subdivision; and,

WHEREAS, the City is prepared to agree to remove the restrictions on the number of three-bedroom homes in Neighborhood 1 and the Current Owners agree to pay the City fifty thousand dollars (\$50,000) for park purposes as set forth in the Third Amendment to the Annexation Agreement and Planned Unit Development Agreement in the form attached hereto and made a part hereof, upon

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Third Amendment to Annexation Agreement and Planned Unit Development Agreement (Grand Reserve Subdivision) in the form attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Third Amendment.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

City Clerk

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

Mayor

PREPARED BY AND AFTER
RECORDING RETURN TO:

John H. Mays
Gould & Ratner LLP
222 North LaSalle Street
Chicago, IL 60601

This space reserved for Recorder's use only.

**THIRD AMENDMENT TO ANNEXATION AGREEMENT AND PLANNED UNIT
DEVELOPMENT AGREEMENT**

United City of Yorkville

(Grande Reserve)

This THIRD AMENDMENT TO ANNEXATION AGREEMENT (this “**Amendment**”) is made and entered into this ___ day of _____, 2018, by and among **NVR, INC.**, a Virginia corporation d/b/a **RYAN HOMES** (“**Petitioner**”) and **GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P.**, a Delaware limited liability limited partnership (“**Grande Reserve ASLI**”) and the **UNITED CITY OF YORKVILLE** an Illinois municipal corporation (the “**City**”), by and through its Mayor and City Council (hereinafter referred to collectively as the “**Corporate Authorities**”).

WITNESS:

WHEREAS, 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 1970; and

WHEREAS, the City entered into an Annexation Agreement and Planned Unit Development Agreement (the “**Annexation Agreement**”) on July 22, 2003, with **MPI-2 YORKVILLE NORTH LLC**, **MPI-2 YORKVILLE CENTRAL LCC**, and **MPI-2 YORKVILLE SOUTH LLC** (collectively the “**Original Owners**”) all Illinois Limited Liability Companies; and

WHEREAS, by Ordinance No. 2012-04 dated January 10, 2012, the City and a successor to the Original Owners entered into an amendment to the Annexation Agreement (the “**First**

Amendment”; the Annexation Agreement as amended by the First Amendment, the **“Original Annexation Agreement”**); and

WHEREAS, Petitioner is the owner of record of certain properties located in Neighborhood 1 (Units 23, 26 and 27) of the Subject Property described on Exhibit “A” attached hereto and made part hereof; and

WHEREAS, Grande Reserve ASLI is the owner of record of certain properties located in (Neighborhood 1, Units 23, 26 and 27) of the Subject Property described on Exhibit “B” attached hereto and made part hereof; and

WHEREAS, Grande Reserve ASLI is successor in interest to the Developer and to the Original Owners under the Original Annexation Agreement and currently is the developer of those portions of the Grande Reserve Subdivision to which it holds title and as such has succeeded to each right and obligation of “Developer” and “Owner” under the Original Annexation Agreement with respect to those portions of the Grande Reserve Subdivision currently owned by Grande Reserve ASLI; and

WHEREAS, by Ordinance 2013-62 dated November 12, 2013, the City and Grand Reserve ASLI entered into a Second Amendment to the Original Annexation Agreement (the “Second Amendment”) which addressed certain school transition fees; and,

WHEREAS, Petitioner and Grande Reserve ASLI wish to further amend the Original Annexation Agreement as amended by the First Amendment and the Second Amendment, to allow the development of ~~three-bedroom~~three-bedroom homes in Neighborhood 1, without restriction; and

WHEREAS, Petitioner and Grande Reserve ASLI are each duly authorized to enter into this Amendment and each desires to enter into this Amendment with the City; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1 et seq. of the Illinois Municipal Code, a proposed amendment, in substance and in form substantially the same as this Amendment, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, in accordance with the powers granted to the City by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to amendment of annexation ~~agreements,~~ the agreements, the parties hereto wish to enter into a binding agreement to amend certain provisions of the Original Annexation Agreement, as authorized by the provisions of said statutes; and

WHEREAS, the Corporate Authorities of the City, after due deliberation have, by ordinance duly adopted, approved this Amendment and have directed the Mayor and Clerk of the City to execute this Amendment.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. INCORPORATION OF PREAMBLES AND DEFINED TERMS.

The forgoing Preambles to this Amendment are incorporated herein by reference as though fully set forth herein verbatim. Any capitalized term not defined in this Amendment shall have the meaning given to it in the Original Annexation Agreement.

2. AMENDMENT TO EXHIBIT E2 OF THE ORIGINAL ANNEXATION AGREEMENT.

Paragraph 2 of Exhibit E2 to the Original Annexation Agreement is hereby deleted in its entirety and replaced with the following:

“There shall be no restriction on the number of ~~three bedroom~~three-bedroom homes that may be constructed and conveyed within Neighborhood 1; provided however, no four bedroom homes shall be permitted.”

3. PARK DONATIONS

The Petitioner agrees that on or before the first anniversary of the date of the execution of this Third Amendment, the Petitioner and Grande Reserve ASLI, as successor in interest to the Original Owners covenant and agree to pay to the City the sum of Fifty Thousand Dollars (\$50,000) to improve existing parks or to construct a new park within the Grande Reserve subdivision.

4. GENERAL PROVISIONS.

A. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

B. This Amendment shall be enforceable in any court of competent jurisdiction by either party by an appropriate action at law or in equity to secure the performance of the covenants herein described.

C. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Original Annexation Agreement shall remain in full force and effect, and are not otherwise altered, amended, revised or changed. City, Grande Reserve ASLI and Petitioner confirm and ratify the Annexation Agreement and the actions taken pursuant to the Annexation Agreement, except to the extent expressly modified by this Amendment. In the event of any conflict between this Amendment and any other provision in the Annexation Agreement or the ordinances of the City, the provisions of this Amendment shall prevail to the extent of any such conflict or inconsistency.

D. +The parties acknowledge that, to the best of their respective knowledge, as of the date of this Amendment, there are no defaults under the Original Annexation Agreement.

E. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Corporate Authorities, Petitioner and Grande Reserve ASLI have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO THIRD AMENDMENT TO ANNEXATION AGREEMENT

CITY:

**UNITED CITY OF YORKVILLE,
an Illinois municipal corporation**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Mayor of the United City of Yorkville, Illinois, and _____, City Clerk of the United City of Yorkville, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary and as the free and voluntary act of said Municipal Corporation, for the uses and purposes therein set forth, pursuant to authority given by the City Council, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My commission expires: _____

EXHIBIT A

PETITIONER'S NEIGHBORHOOD 1 PROPERTY

EXHIBIT B

GRANDE RESERVE ASLI'S NEIGHBORHOOD 1 PROPERTY

4823-9561-1504, v. 2



Memorandum

To: Economic Development Committee
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Brad Sanderson, EEI
 Date: November 13, 2018
 Subject: **Grande Reserve – Proposed Annexation Agreement Amendment
 Increase in number of 3-bedroom homes within Neighborhood 1**

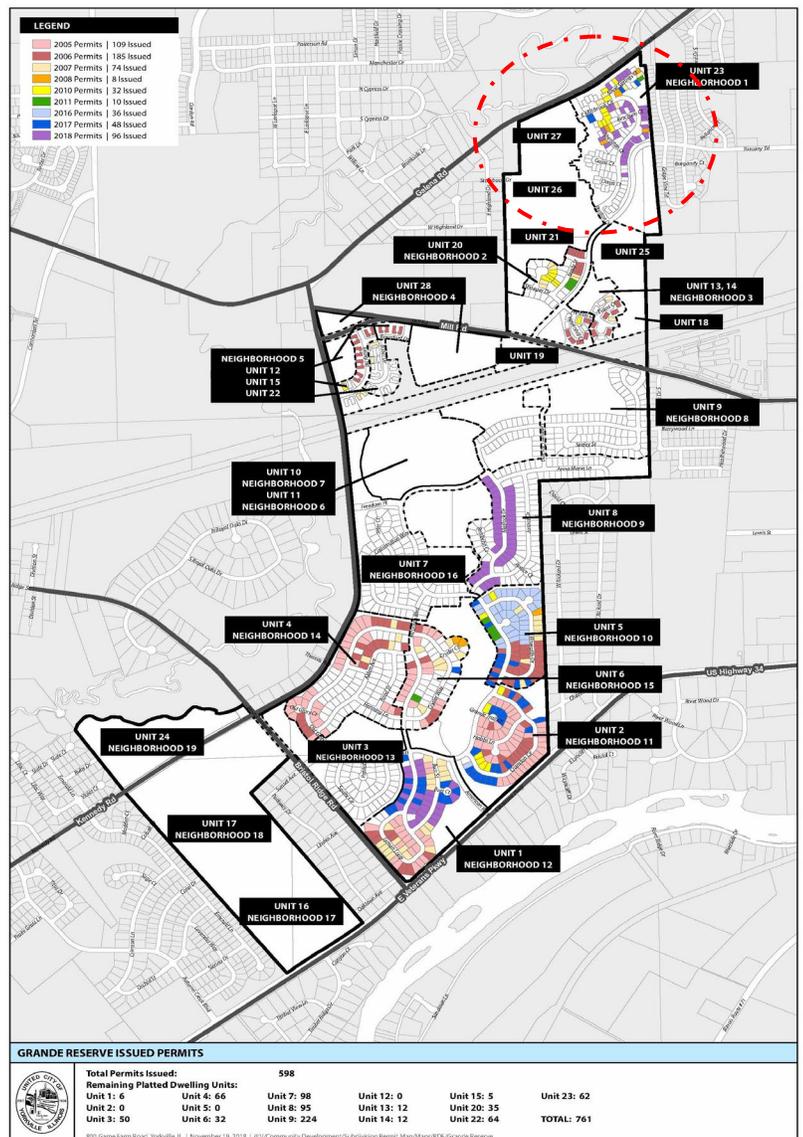
Request:

An application has been filed with the City of Yorkville by NVR, Inc. d/b/a Ryan Homes, the contract purchaser of lots within the Grande Reserve subdivision, seeking to amend the existing annexation agreement which currently limits the number of three-bedroom homes within Neighborhood 1, also known as The Colonies. The proposed amendment would revise Exhibit E-2 of the annexation agreement that states “no greater than 50% of the units shall be allowed to have three bedrooms or more [and] [t]he remainder shall be 2 bedrooms or less.” NVR, Inc. requests the provision be removed in its entirety so that they may continue to build out the remaining 227 lots within Neighborhood 1 unrestricted with regards to number of bedrooms.

Background:

In July 2003, the City approved an annexation and planned unit development agreement with MPI-2 Yorkville to develop the Grande Reserve subdivision consisting of approximately 1,100 acres and roughly 2,600 dwelling units. While new home construction in the subdivision boomed between the years of 2005-2007, development significantly slowed down in 2008 at the beginning of the economic recession and eventually coming to a complete stall in 2011 when the original developers turned ownership of the remaining unbuilt units over to Bank of America upon foreclosure. In 2012, Avanti Properties Group, the successor developer of Grande Reserve, purchased the unbuilt unit of the development and ultimately sold off lots to local and national builders to restart the subdivision. Construction resumed in 2016, as illustrated in the map to the right.

NVR, Inc. (d/b/a Ryan Homes) is one of several builders currently constructing homes in the Grande Reserve subdivision. NVR is building within Neighborhood 1, located in the far northeastern quadrant of the development, which consists of Units 23, 26 and 27, known as the Colonies, a single-family detached villa style product intended as an age-targeted area of the Grande Reserve subdivision.



In April 2003, during the public hearing for the proposed annexation and planned unit development agreement for the Grande Reserve project, the original developer stated that as a result of the comments received by the City’s then Plan Commission members, four (4) planning criteria for this area of the development was agreed upon to ensure the units target the “empty-nester” buyer: (1) all master bedrooms would have to be on the first floor; (2) only 20% of the units can be two-story homes; (3) no more than 50% of the homes are allowed to have three or more bedrooms, and (4) the minimum monthly HOA dues would be \$150.00. Attached are excerpts from the public hearing transcript during that meeting which deals with these lots. All the stated above criteria was memorialized in the approved Grande Reserve Annexation and Planned Unit Development Agreement approved as Ord. 2003-44.

The petitioner is seeking to eliminate criterion #3, found in Exhibit E-2 of the annexation agreement (see attached). NVR has found that approximately 59% of its buyers are aged 55+ and additional 28% are between the ages of 40-54. Most of the buyers, especially empty-nesters, are requesting the additional bedroom space for such uses as extra storage, dual owner bedrooms and home office areas. The petitioner has also stated that since the market has trended towards the three-bedroom homes, it is unlikely they will continue to buy lots from the developer and build in this neighborhood of Grande Reserve if the proposed annexation amendment is not approved.

Current Development Status of Neighborhood 1 (Units 23, 26 and 27):

As mentioned previously, Neighborhood 1 consists of three (3) development units, Units 23, 26 and 27. The total planned lots within all units in Neighborhood 1 are 290, as listed below:

UNIT	APPROVED LOTS	PERMITS ISSUED
Unit 23	118	63
Unit 26	91	0
Unit 27	81	0
TOTAL	290	63

Only Unit 23 is platted for development, the remaining units will require final plat approval by the City Council prior to construction. Based upon the current annexation agreement requirements, no more than a total of 145 lots can be constructed with homes having three (3) or more bedrooms. The following table details the current bedroom and story count of permits issued in Unit 23:

Lot	str. #	street	PIN				Ryan Homes or Pasquinelli	Bedrooms	Stories
199	2826	Sheridan Court	02	11	228	038	Ryan Homes	3	
200	2824	Sheridan Court	02	11	228	037	Pasquinelli	4	
201	2820	Sheridan Court	02	11	228	036	Ryan Homes	3	
203	2806	Sheridan Court	02	11	228	079	Ryan Homes	3	
204	2807	Sheridan Court	02	11	228	080	Pasquinelli	3	
205	2811	Sheridan Court	02	11	228	081	Pasquinelli	2	
206	2821	Sheridan Court	02	11	228	031	Ryan Homes	3	
207	2825	Sheridan Court	02	11	228	030	Ryan Homes	3	
211	2846	Ketchum Court	02	11	228	025	Ryan Homes	3	
213	2838	Ketchum Court	02	11	228	023	Ryan Homes	3	
219	2843	Ketchum Court	02	11	228	017	Ryan Homes	3	
221	2849	Ketchum Court	02	11	228	015	Ryan Homes	3	
222	4429	E. Millbrook Circle	02	11	228	014	Ryan Homes	3	

224	4439	E. Millbrook Circle	02	11	228	012	Pasquinelli	2	
225	4443	E. Millbrook Circle	02	11	228	011	Ryan Homes	2	
226	4449	E. Millbrook Circle	02	11	228	010	Ryan Homes	3	
227	4455	E. Millbrook Circle	02	11	228	009	Pasquinelli	3	2
228	4461	E. Millbrook Circle	02	11	228	008	Pasquinelli	3	
229	4467	E. Millbrook Circle	02	11	228	085	Pasquinelli	3	
230	4471	E. Millbrook Circle	02	11	228	084	Pasquinelli	3	
231	4475	E. Millbrook Circle	02	11	228	083	Pasquinelli	2	
233	4481	E. Millbrook Circle	02	11	228	003	Ryan Homes	3	
234	4485	E. Millbrook Circle	02	11	228	002	Ryan Homes	3	
240	4464	E. Millbrook Circle	02	11	227	007	Pasquinelli	3	
241	2801	Silver Springs Court	02	11	227	008	Pasquinelli	2	
242	2805	Silver Springs Court	02	11	227	032	Pasquinelli	2	
243	2809	Silver Springs Court	02	11	227	033	Pasquinelli	3	
244	2811	Silver Springs Court	02	11	227	011	Ryan Homes	3	
245	2821	Silver Springs Court	02	11	227	012	Ryan Homes	3	
246	2825	Silver Springs Court	02	11	227	013	Pasquinelli	3	
247	2829	Silver Springs Court	02	11	227	014	Ryan Homes	3	
248	2833	Silver Springs Court	02	11	227	015	Ryan Homes	3	
249	2835	Silver Springs Court	02	11	227	016	Ryan Homes	3	
250	2839	Silver Springs Court	02	11	227	017	Ryan Homes	3	
252	2845	Silver Springs Court	02	11	227	035	Pasquinelli	3	2
253	2844	Silver Springs Court	02	11	227	036	Pasquinelli	3	
254	2842	Silver Springs Court	02	11	227	037	Pasquinelli	3	
255	2838	Silver Springs Court	02	11	227	022	Ryan Homes	2	
258	2828	Silver Springs Court	02	11	227	025	Pasquinelli	2	
259	2824	Silver Springs Court	02	11	227	026	Ryan Homes	3	
260	2820	Silver Springs Court	02	11	227	027	Pasquinelli	2	
261	4428	E. Millbrook Circle	02	12	110	001	Ryan Homes	3	
262	4424	E. Millbrook Circle	02	12	110	002	Ryan Homes	3	
263	4420	E. Millbrook Circle	02	12	110	003	Ryan Homes	3	
264	4412	E. Millbrook Circle	02	12	110	004	Ryan Homes	3	
265	4408	E. Millbrook Circle	02	12	110	005	Ryan Homes	3	
266	4404	E. Millbrook Circle	02	12	110	006	Ryan Homes	3	
267	4392	E. Millbrook Circle	02	12	110	007	Pasquinelli	3	
268	4388	E. Millbrook Circle	02	12	110	011	Ryan Homes	2	
270	4364	E. Millbrook Circle	02	11	229	001	Ryan Homes	3	
271	4352	E. Millbrook Circle	02	11	229	002	Ryan Homes	3	
272	4348	E. Millbrook Circle	02	11	229	003	Ryan Homes	3	
273	4336	E. Millbrook Circle	02	11	229	004	Ryan Homes	3	
274	4324	E. Millbrook Circle	02	11	229	005	Ryan Homes	2	
275	4312	E. Millbrook Circle	02	11	229	006	Ryan Homes	3	
276	4302	E. Millbrook Circle	02	11	229	007	Ryan Homes	3	
277	4294	E. Millbrook Circle	02	11	229	008	Ryan Homes	3	
279	4282	E. Millbrook Circle	02	11	229	010	Ryan Homes	3	

280	4274	E. Millbrook Circle	02	11	229	011	Ryan Homes	3
283	4254	E. Millbrook Circle	02	11	229	014	Ryan Homes	3
285	4242	E. Millbrook Circle	02	11	229	016	Ryan Homes	3
286	4234	E. Millbrook Circle	02	11	229	017	Ryan Homes	3
287	4228	E. Millbrook Circle	02	11	229	022	Ryan Homes	3

Total Sold Homes 63

Builder	2BR	3BR	4BR	Total
Pasquinelli	6	13	1	20
Ryan Homes	4	39		43
Total	10	52	1	63
	16%	84%		
Total 2-Story Homes		2		

The Petitioner’s proposed elimination of the maximum cap of three (3) bedrooms at 50% of all approved units would allow all of the remaining 227 lots to be built with three (3) or more bedrooms, potentially leaving the dwelling unit ratio at 4% for two (2) or less bedrooms and 96% for three (3) or more bedrooms.

Potential Yorkville School District #115/City Parks Impact:

The city has requested the petitioner reach out directly to the Yorkville School District #115 Administrative office to determine the current student population generated by the already constructed homes, as well as gauge the district’s support of the proposed annexation agreement amendment. According to the Yorkville School District administration department, there have been a total of three (3) students generated from the houses constructed in the Colonies. This equates to about 5% of the total homes built contributing to the school population. The school district plans to discuss the proposed request at an upcoming board meeting tentatively scheduled for sometime in December. Staff intends to have the school board’s action and/or feedback as part of the packet materials for a public hearing, should the committee decide to advance the petitioner’s application.

Additionally, with the potential for the increase in student population in this area of the Grande Reserve development, a correlation can be made regarding the impact of the City’s park. The nearest park to the units in Neighborhood 1 is Grande Reserve Park A. While the park currently has a shelter and basketball court, additional funds could be used to add enhanced amenities for potential future users as a result of this petitioner’s request. Based upon the land cash parks calculations, the additional increase in 3 bedroom units would result in an approximately 1-acre of land park donation, or between \$40,000 and \$64,000 in cash in lieu payment, depending on the current value of an acre of improved land.

Staff Comments:

As the committee may recall, the Heartland Meadows age-restricted community, is the most recent small lot, single-family detached development the City has approved. According to the conditions of the Planned Unit Development (PUD) for the Heartland Meadows subdivision approved in 2014, the development must have at least one principal resident who is 55 years or age or greater and must maintain this condition for at least 25 years. In response to that restriction, the Yorkville school board agreed to waive all school transition fees for the 47-lot development.

Contrary to the Heartland Meadows development, the Colonies in Grande Reserve are neither age-targeted nor age-restricted by deed or covenants. Currently, the builder is marketing the homes as maintenance free “lifestyle” homes and offering four (4) home types, three (3) of which are 3-bedrooms (see attached). Further, the entry price point, at approximately \$210,000, is moderately less than nearby developments such as Caledonia (homes from \$230K) and DR Horton lots in Grande Reserve (starting at \$250K).

Should the Economic Development Committee be favorable of the requested annexation agreement amendment as proposed by the Petitioner, **staff would recommend** the following conditions:

1. Stipulation that the maximum number of bedrooms offered is three (3) for all future units (eliminating the possibility of another 4-bedroom home in the Colonies).
2. Upon consulting with the Parks and Recreation department regarding their funding needs to improve the park, a cash contribution of \$50,000 by the petitioner to the City to be used towards Park A’s further development as a way to offset the anticipated increase in school-aged children.

A public hearing on the proposed amendment is tentatively scheduled for the January 8, 2019 City Council meeting. Staff and the petitioner will be available at Tuesday night’s meeting to answer questions from the Committee.



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 Yorkville, Illinois, 60560
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APPLICATION FOR AGREEMENT AMENDMENT

INTENT AND PURPOSE:

Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the City from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning & Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.



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APPLICATION FOR AGREEMENT AMENDMENT

STAGE 2: PLAN COUNCIL REVIEW

Petitioner may present the proposed amended plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, petitioner will move forward to the Planning & Zoning Commission hearing.

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Petitioner must present the proposed amendment agreement and/or plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month in the Yorkville City Hall Conference Room. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING (PUD ONLY)

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Petitioner will attend the City Council meeting where the recommendation of the proposed amendment will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the amendment.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The petitioner has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The petitioner has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The petitioner has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the petitioner has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the petitioner's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the petitioner. (Ord. 2011-34, 7-26-2011)



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APPLICATION FOR AGREEMENT AMENDMENT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
	<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>		
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$200 = \$ \underline{\hspace{2cm}}$ Total Amount
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
	$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}}$ # of Acres Acres over 5	$\times \$10 = \underline{\hspace{2cm}}$ Amount for Extra Acres	$+ \$250 = \$ \underline{\hspace{2cm}}$ Total Amount
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:		Total: \$
	<input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	
TOTAL AMOUNT DUE:			



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APPLICATION FOR AGREEMENT AMENDMENT

DATE:	PZC NUMBER:	DEVELOPMENT NAME:	
PETITIONER INFORMATION			
NAME:	COMPANY:		
MAILING ADDRESS:			
CITY, STATE, ZIP:	TELEPHONE:		
EMAIL:	FAX:		
PROPERTY INFORMATION			
NAME OF HOLDER OF LEGAL TITLE:			
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:			
PROPERTY STREET ADDRESS:			
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:			
CURRENT ZONING CLASSIFICATION:			
LIST ALL GOVERNMENTAL ENTITIES OR AGENCIES REQUIRED TO RECEIVE NOTICE UNDER ILLINOIS LAW:			
ZONING AND LAND USE OF SURROUNDING PROPERTIES			
NORTH:			
EAST:			
SOUTH:			
WEST:			
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)			



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APPLICATION FOR AGREEMENT AMENDMENT

PROPERTY INFORMATION

NAME OF AGREEMENT:

DATE OF RECORDING:

SUMMARIZE THE ITEMS TO BE AMENDED FROM THE EXISTING AGREEMENT:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Petitioner must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Petitioner must attach amendments from the existing agreement and title it as "Exhibit D".



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APPLICATION FOR AGREEMENT AMENDMENT

ATTORNEY INFORMATION

NAME: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

ENGINEER INFORMATION

NAME: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

LAND PLANNER/SURVEYOR INFORMATION

NAME: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

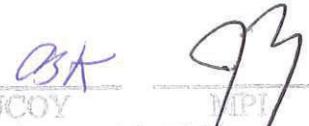
DATE



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PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:
APPLICATION/APPROVAL TYPE <i>(check appropriate box(es) of approval requested):</i> <input type="checkbox"/> CONCEPT PLAN REVIEW <input type="checkbox"/> AMENDMENT (TEXT) <input type="checkbox"/> ANNEXATION <input type="checkbox"/> REZONING <input type="checkbox"/> SPECIAL USE <input type="checkbox"/> MILE AND 1/2 REVIEW <input type="checkbox"/> ZONING VARIANCE <input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> FINAL PLANS <input type="checkbox"/> PLANNED UNIT DEVELOPMENT <input type="checkbox"/> FINAL PLAT		
PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME:	COMPANY:	
MAILING ADDRESS:		
CITY, STATE, ZIP:	TELEPHONE:	
EMAIL:	FAX:	
FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.		
_____ PRINT NAME	_____ TITLE	
_____ SIGNATURE	_____ DATE	
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED: _____	<input type="checkbox"/> COMPLETED	<input type="checkbox"/> INACTIVE
PRINT NAME: _____	<input type="checkbox"/> WITHDRAWN	<input type="checkbox"/> COLLECTIONS
SIGNATURE: _____	<input type="checkbox"/> OTHER	
DEPARTMENT ROUTING FOR AUTHORIZATION:	<input type="checkbox"/> COM. DEV.	<input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.


 UCOY IPI
 August 14, 2005

GRANDE RESERVE NEIGHBORHOOD 1

Exhibit "E2"

ROADS CROSS SECTION	STANDARD
Right of Way	60'
Utility Easement	10'
Total ROW and UE	80'
Radius	60'
Pavement Width	24' to 28' B2B
Sidewalks	Both Sides
Sidewalk Type	Standard
SETBACKS	
Front	20'
Side (Interior)	7.5'
Side (Corner)	20'
Rear	20'
Rear Building to Rear Building Min.	40'

*24 feet within cul-de-sac, 28 feet at stem

1. In addition to the above, no greater than 20% (58 units) should be two-story homes, while 80% (232 units) shall be a ranch product. All units shall have a master bedroom on the first floor.

2. No greater than 50% of the units shall be allowed to have three bedrooms or more. The remainder shall be 2 bedrooms or less.

3. All cul-de-sacs will be private and will be maintained by the Homeowners Association.

4. No utility shall be placed in a front yard nearer than fifteen (15) feet from a building. Sanitary and storm sewers may be placed under a sidewalk or pavement subject to final engineering.

5. Where city utilities (i.e. storm, sanitary, water) are placed between buildings, the minimum utility easement width shall be twenty (20) feet.

**UNITED CITY OF YORKVILLE
PLAN COMMISSION MEETING**

APPROVED
as corrected *TL*
11-13-02

TL Wednesday **OCTOBER 9, 2002**
Chairman Tom Lindblom called the meeting to order at 7 p.m.

ROLL CALL

Members present: Clarence Holdiman, Jeff Baker, Brian Schillinger, Ted King, Michael Crouch, Andrew Kubala and Tom Lindblom.

Members absent: Kerry Green, Anne Lucietto, Bill Davis, Sandra Adams, Jack Jones and Tom Mizel.

A quorum was established.

VISITORS

See attached.

MINUTES

Andrew Kubala made the motion to change the agenda to move the reading of the minutes to next week and to move the public hearing for PC2002-21 to the beginning of the meeting. Michael Crouch seconded the motion. The motion was approved by voice vote.

PUBLIC HEARINGS

PC 2002-21 701 N. Bridge St.: Nadine Gauer petitioner -- request to re-zone from R-2 One-Family Residence to B-1 Limited Business District.

Kubala made the motion to open public hearing PC 2002-21. Crouch seconded the motion. The motion was unanimously approved by voice vote.

Nadine Gauer stated she had no comments to add to the petition. No comments were made from the public.

Kubala made a motion to close the public hearing. Crouch seconded the motion. The motion was unanimously approved by voice vote.

Kubala proposed that the petitioner be requested to meet the same conditions that the adjacent property owners were asked to meet. He suggested that the access to Route 47 and parking be a coordinated effort between the businesses.

Kubala made a motion to recommend approval of PC 2002-21 to the city council as presented with the caveats as previously mentioned. Crouch seconded the motion. Clarence Holdiman, Jeff Baker, Ted King, Michael Crouch, Andrew Kubala and Tom Lindblom voted yes. Brian Schillinger abstained. The motion was approved by a vote of 6-0-1.

PC 2001-06 Grande Reserve: Petitioners requesting annexation to the United City of Yorkville and rezoning from Kendall County A-1 Agricultural to Yorkville R-2 Planned Unit Development.

Kubala made a motion to open the public hearing for PC 2001-06 Grande Reserve. Baker seconded the motion. The motion was unanimously approved by voice vote.

Art Zwemke, president and CEO, of Moser Enterprises Inc., provided an overview of the Grande Reserve project during a slide presentation. He said the planned development falls on 1,127 acres of land bounded on the north by Galena Road and runs down to Route 34.

“We have a tremendous opportunity on this property with two large green areas,” Moser said. One is located near Galena Road and Mills. He said the 56 acres of land could be a regional park. The second green area is located off of Kennedy. He said the 88 acres would be used as a conservation area.

Only three or four lots are proposed near the conservation area and would be serviced with wells and septic systems, he said.

Continuing the topic of open space, Zwemke said the project calls for 422.3 acres of open space. The space features 12 neighborhood parks totaling 76.1 acres of land in addition to the conservation area and the regional park.

In addition, he said the developers will pledge \$1,000 per homesite for park improvements. Plans also call for an 8,000 to 10,000 square foot private clubhouse and 11 miles of trails to connect the neighborhoods with future regional trails.

Zwemke said developers are required to donate a formulated amount of land to a city when planning a subdivision. For every 1000 people, the developers are to donate 10 acres of land. If the city doesn't want the land, city officials can ask for cash instead. Typically, developers give ½ land and ½ cash, he said.

What the developers are proposing in the Grande Reserve project is a win-win situation for everyone, he said.

He showed a slide of a clubhouse in S. Elgin. He said the clubhouse in Grande Reserve would be a private, state-of-the-art facility located off the main entrance to Route 34.

Zwemke added that development plans also include apartments, which would also have various amenities.

He said the site offers numerous opportunities. It has natural amenities such as Blackberry Creek. He said developers need to be mindful of topography and ride lines, which could impact the sanitary sewer system. Drainage is another issue. He said the developers will create detention areas to improve the area as a whole and not just the

development. Other issues include the wetland areas, high water tables, external roads and the railroad tracks.

Zwemke said the site has lots of access points to disperse traffic. A traffic study will be conducted and the developers will work with all of the jurisdictions to make sure the traffic plans are acceptable.

Discussing the housing components of the development, he said there is a number of different sized lots for different styles of homes in the single-family areas. The land plan also includes three separate single-family areas called villas. The villas would have smaller lot sizes and would have a homeowner's association take care of yard maintenance and snow removal.

South of the villas area is an area for townhomes and duplexes and possibly a campus for a high school or middle school. South of the railroad tracks, more duplexes and townhomes and the apartments would be located. One reason for the placement is the proposed Park and Ride near Orchard Road and Mill Street, Zwemke said.

He said that two sanitary systems will service everything north of the ridge line and that eventually another line will be extended south to Route 34 to service the single family homes. Most of the area falls in the boundary of the Yorkville-Bristol Sanitary District. However, he said that the Facilities Planning Area (FPA) boundary for the Fox-Metro Water Reclamation District is just west of Orchard Road and may provide a portion of the service. West of Bristol Ridge Road is an area with 18,000 square foot lots. He said the developers will try to work out an agreement with Kendall County to allow septic systems on the property which would eliminate the need for a Blackberry Creek interceptor.

Discussing plans for the single-family homes, he said MPI (Moser Enterprises, Pasquinelli Builders and Isenstien Development) anticipates a 12 to 18 year build-out on the project. He said the villa area will be simple ranch-type homes with a two-car garage. He anticipates they'll sell for around \$200,000 and will be maintenance free.

Homes on 10,000 square foot lots will sell for \$240,000 to \$260,000 and will have two- and three-car garages. Homes on the 11,000 square foot lots will sell for the upper \$200,000 range. Homes on the 12,000 square foot lots will sell for well into the \$300,000 range and homes on the 18,000 square foot lots will sell for more than that.

He said the developers are trying to create a unique area with different neighborhoods and different housing styles. To make sure they development doesn't have a grid-like structure, he said MPI plans on varying the lot sizes. The minimum lot size is 10,000 square feet and the average is 11,500, he said.

The overall density of the project is 2.4 units per acre and falls to 2.15 units per acre if a middle school or high school site is added. He said MPI believes it is in compliance with

the city's new comprehensive plan. He said they've shown how the various areas in the development fit into the transitional area of the plan.

Regarding infrastructure, he said the area west of Bristol Ridge Road falls into the Yorkville-Bristol Sanitary District. The area would be service by a lift station at Route 34, a Mill Street interceptor and possibly a Blackberry Creek interceptor and a Menard's interceptor.

The area would receive water from a 1 to 1.5 million-gallon storage tank and two wells. Zwemke added that the deeper city wells work in different aquifers than private wells and that the new wells will not interfere with existing wells.

Attorney John Philipchuck, representing the developers, said that the development of the area would not endanger property values, etc. Property values will likely remain the same or increase once the development is built, he said.

Philipchuck said the developers will address storm water concerns and that in all the development will be a benefit to the city.

Resident Don Peterson voiced several concerns. He said as the development is being built more garbage and debris will come onto his property. He also asked if Bristol Ridge Road will remain a county road. City Attorney Dan Kramer said that all county roads remain county roads and that township roads generally become city roads when they area annexed.

In response to another question voiced by Peterson, Kramer said that if the area is annexed, it would fall under the jurisdiction of the city police.

Peterson also wondered if a stoplight is planned for the entrance onto Bristol Road and if there will be traffic control. Commission Chairman Tom Lindblom said a traffic study has not been completed yet.

Peterson asked that all of these things be considered before the commission takes a vote. He also expressed concern about the impact the development could have on wells, possible problems as the result of retention ponds, the possibility for a change in telephone exchanges if the community grows too large, construction traffic, weight and speed restrictions on roads and the possibility of forced annexation.

Kramer said the city has never forced anyone to annex to the city.

Resident Birgitt Peterson said that it looks as if the main entrance to the subdivision is parallel to her driveway. Zwemke responded that the entrance will be aligned with a roadway and will not interfere with the driveway.

Birgitt Peterson also asked if the area would be serviced by the Bristol-Kendall Fire Protection District to which the answer was yes. She also wanted to know if her

homeowner's insurance would increase. Lindblom replied that with city hydrants in the development, her homeowner insurance would likely decrease.

Resident Dusty Rhodes asked about the number of students the development would generate. Zwemke said that it would generate either an estimated 1702 or 1595 if a middle school or high-school campus was built.

Resident Debbie Olson expressed her concerns about possible drainage problems in the Storybrook Highlands subdivision because of the development. She also said that any berms planted might impact the area's natural drainage.

She also wanted to know if the villas would decrease the property values of the homes in Storybrook Highlands that back up to the proposed area and added that the proposed middle-school and high-school site surrounded by railroad tracks is in an unsafe location.

Zwemke said that he doesn't anticipate any problems with wells, but he will check plans out with engineers. He also said the developers will make all efforts to now impact other homes in dealing with drainage and also said that care will be exercised when creating the berms.

As for the lot sizes and value of the villa homes, he said the homes will attract empty nesters and will cost more than \$200,000. The market generally has a high disposable income. He said he does not anticipate any erosion in property values of surrounding homeowners.

He added that the school issue will go before the school board.

Olson then asked about the size of homes stating that homes in Storybrook have 1,600 to 1,800 square feet. She also asked how many homes would be behind the ½ acre lots in Storybrook.

Zwemke said he isn't sure yet what the square footage will be, but it will be compatible to the existing homes. He also said that the subdivision will have a heavily landscaped buffer to existing neighborhoods and that that lots won't line up.

Resident George Wolf, the Republican precinct committeeman, said most of the people he's spoken with are very uncomfortable with the size of the development. He wondered if taxes would go up and who would pay. "I guess there's nothing we can do about it," he said. He also asked whom to call with questions or concerns.

Zwemke said the developers will respond to all of the questions raised and said that many of the answers can be found on the website www.MPIJV.com. The transcript of the meeting will appear on the website and he said they welcome emails.

Resident Howard Shiek said his biggest concerns were the wetlands and the west side of Blackberry Creek.

Zwemke said the wetland area will not be developed. At some point, he said, portions of the southern area of the property will be added to the conservation area. He also said no houses are planned to be constructed in the area.

Resident Anne Denovellis shared concerns on behalf of the residents of Willowbrook and Storybrook subdivisions. She said she is concerned about a possible high turnover rate in the owners of the new homes.

She also asked that regarding the open spaces around subdivisions 13, 14 and 15, she would like to see easements around the existing subdivisions.

She also asked about roadways in existing subdivisions that dead end and said that she doesn't want those to be extended for safety reasons. She then asked if builders have to go before the city for approval.

Zwemke said that on neighborhoods 1, 2, and 3, which are the villa areas, they will go age targeted without being age restricted. For instance he said the covenants may prohibit backyard swing sets which would discourage people with children from moving in.

In other neighborhoods, he said they will put in buffers between the new subdivision and the existing subdivisions. However, he said he's not sure what form those buffers will take yet.

He also said her point was well taken about stub streets, but that those types of issues are up to the police and fire department boards. As for builders going before the city, he said that all builders must comply with the city's building codes. He said the system is in place to ensure quality building.

Resident Linda Sexton said, "Our main concern is safety and I don't think anyone can say it enough." She said their subdivision is a small area with no sidewalks. People take walks and walk their dogs along the roads. She said they don't need traffic bombarding the subdivision.

Zwemke said that the developers are safety minded as well. He said that as part of the traffic study, they will look at traffic at different times of the day, week and year. He said they will try to tell the impact the subdivision will have on the community and plan the streets so that they are safe.

Bristol resident Bill Mikus said he came to the meeting with three concerns: flooding, road congestion and services. He said the developers are converting 1000 acres of permeable land to impermeable land. He suggested that the developers plant native prairie grass in the open spaces to help with drainage problems. Also, he said he is concerned about the detention areas, what the release rate will be and who will monitor the areas.

He voiced concern about road congestion and said that the roadways should be widened and said that construction should be commensurate with the traffic flow.

He said the increased cost of services to the community is another concern. Mikus believes developers should contribute more to the school system. He said land is only part of the cost to the district as new developments bring increased enrollment.

Consulting Engineer Bob Cowhey said that as the land stands now, there is uncontrolled runoff all over the property. When a development of this type comes in, the developers have the opportunity to control the runoff, he said.

Regarding traffic, Zwemke said that Orchard Road will eventually become a four-lane road which will have sufficient turn lanes. Route 34 also will be widened, he said.

Zwemke also said that storm water will be handled in a cohesive way. With such a large development, the issue can be addressed as a whole rather than piecemeal.

As for the school district, Zwemke said that payments are made to the school district via impact fees. He said \$3,000 per home will go to construction of new schools. He added that the development is not all single-family housing. Apartments are typically cash cows for school districts. They typically generate very few kids and a lot of taxes, he said.

Resident Tom Brown of the Lynwood subdivision said water currently sits in the field across from him and his sump pump has to run continuously. Field tiles installed a few years ago helped, but now with construction in the fields, he's having problems again.

Zwemke said that when doing the engineering work, engineers document the field tiles. He said the area Brown mentioned does happen to be an area of very high water tables.

Resident Ray Torres said water retention is his main concern. Resident John Keck who lives in the River Ridge subdivision asked how many lots would be going in near his property. After looking at the map, Zwemke said neighborhood 21 will have 119 lots and neighborhood 22 will have 46 lots.

Keck asked if the city could force the River Ridge subdivision to annex. Kramer reiterated his earlier statement that the city has never forced annexation on any resident. Keck then asked if the subdivision could be forced into city water and sewer services. He said that there have been radium problems associated with deep wells and wondered if shallow wells would affect the wells of homeowners in the subdivisions.

Kramer said that the city would not consider shallow wells because they create other difficulties as well.

Keck also stated that the developer's estimation of a 12 to 18 year build-out seems conservative. He asked that the Plan Commission and City Council take very slow methodical steps.

George Wolf asked if all ponds would be retention or detention. Cowhey responded that they will be a combination of both. Wolf said he worked with State Representative Tom Cross to get storm sewers into the subdivision. He said he doesn't want to see that jeopardized by having lakes all around them.

Resident Paul Von Holten of Storybrook asked the Plan Commission members to protect the people who live in the area from high-density developments. He also asked that the developers be generous with berms and divisions between the new development and existing neighborhoods.

Responding to a question about lot sizes, Kramer said that R-2 zoning requires a minimum lot size of 12,000 square feet. However, under a Planned Unit Development, the developers can mold things differently. He said the Grande Reserve developers are planning a classic clustered development with more open space.

Von Holten said that the 12,000 square foot lot requirement was established to try to maintain larger lot sizes. He asked that the Plan Commission take that into consideration. He also said that a majority of people would prefer developments with low density. He then asked what areas would be built first and what will happen to wildlife such as deer, pheasants and coyotes.

Zwemke said the developers believe it is important for the entire area to preserve the land and that he thinks the wildlife will be maintained.

As for phasing, Zwemke said the phases likely will begin on the southern portion of the development and move north. However, he said that because there are different components to the plan such as duplexes, single-family homes and apartments, work could begin in multiple areas.

John Martin, JenLand Design Inc., said that the developers are using the term "neighborhoods" because people identify with the neighborhoods they live in. He said the neighborhoods are purposefully designed so they're smaller to make them more intimate. Martin said they've taken care in the planning. They recognize that Yorkville is a rural area and they're trying to be responsive.

Resident Cindy Carroll of Lynwood subdivision said her concerns include the dropping of lot sizes. She said more homes equals more asphalt which could lead to more flooding problems.

She also questioned the proposed school site and listed safety on roadways as another concern.

Zwemke said he assumes the school district would relish the opportunity to have their children at this school. He also said that flood concerns have been addressed and said that the Lynwood subdivision will be more livable when the water is rerouted. Meanwhile,

the density levels of the proposed development fall within the limits of the city's comprehensive plan.

Resident Richard O'Brien of Lynwood said that the developers are building another town and all they've done is put in houses and schools and possibly improve drainage. He said the developers are not bringing in commercial or retail developments to help on taxes.

He also shared concern about safety especially at the intersection of Route 34 and Bristol Ridge Road.

O'Brien also asked if utility easements are considered open space and said that the berms should be well maintained. He said planting a row of trees to separate one subdivision from another may not be enough. He said that trees die and who will maintain the berm if that happens.

Zwemke said the homeowner's association will maintain the berms and if the association were to fail the city would come in and maintain the area and assess the subdivision's property owners for the cost. He also said that they are not calling utility easements open space. Open space is considered useful and improved space.

On the topic of commercial uses, Zwemke said that the location of the property did not lend itself to commercial development. It would be better for the developers to have commercial components in the project, however, Zwemke said it does not fit the dynamics of the site.

After the residents who signed in to speak had their opportunity, Lindblom recommended that the public hearing be continued to the following week. Kubala made the motion to continue the public hearing until Oct. 16. Holdiman seconded the motion. The motion was approved by voice vote.

The meeting ended at 10:15 p.m.

Minutes by Dina Gipe

10/8/02 cc: Plan Commission

October 4, 2002

Division of City Planning
800 Game Farm Rd.
Yorkville, IL 60560

Dear Sir or Madam:

I am writing to you regarding a "required letter of notification for annexation & rezoning application" my husband and I received recently via certified mail. The request is "A planned unit development district on 1,127.3 acres. Petitioner is requesting an annexation and rezoning of the property from Kendall County A-1 to United City of Yorkville R-2 planned unit development." The petitioner's names are MPI-2 Yorkville North LLC, MPE-2 Yorkville Central LLC, and MPI-2 Yorkville South LLC.

Since I will not be in town to attend the public meeting scheduled for Wednesday, October 9, 2002, I am conveying my family's feelings regarding the planned "Grand Reserve" subdivision to be developed around my home. First let me say that my family are lovers of the wide-open spaces. We are not the least bit intrigued by any aspect of this development that has so impressed the Yorkville planning commissions. When we moved here ten years ago it was because we loved the country and hoped it would stay that way. Turning the surrounding countryside into "Naperville Phase II" as has been done in the last five years throughout Kendall County is nothing but a total desecration of some of the most fertile farmland in the world. I just hope future generations can forgive us for our lack of foresight and greed.

Having said that, we are also perfectly aware that once the wheels of "progress" begin rolling in this respect, there is probably very little my family and small group of neighbors can do to stop it. Heck, even Speaker of the House Hastert (also my neighbor) knew when it was time to leave the neighborhood. Too bad we don't have two million dollars lying around with nothing better to do than buy our own farm! So if this subdivision is approved, as it probably will, then there are a few issues I would like to raise regarding its effect on the surrounding areas:

1. Unless all the residents of this development plan on working at home and home schooling their children, just where is all the increased traffic generated by these thousands of additional vehicles going to go in the current road system? Routes 34, 30, 71, and Orchard Road ALL need to be four lanes NOW as it is. I always wonder if the members of the Division of City Planning work within walking distance from their homes since they seem clueless to the already burgeoning traffic that exists at rush hour on all major roads in and around Yorkville. What is Yorkville going to do regarding improving the commute for thousands of residents that already travel outside of this area for employment? Let's quit talking about a train station and just build the darn thing! And while you're at it, how about devising some ideas regarding public transportation to get a lot of these cars OFF the road in the first place! Some cooperation with surrounding communities - Oswego, Montgomery, Batavia, Aurora, and Plano - is in order. The Prairie Parkway is not going to matter unless the roads they access are also improved to accept the increased traffic flow.
2. What about the increased demand on services? Fire, Emergency, Police, Snow Removal? We couldn't get our mail delivered properly last year that the Yorkville Postmaster blamed on "increased development" and lack of mail carriers! What are Yorkville and Kendall County going to do to service all these additional houses? Just raise taxes and hope for the best? Thousands of people are being laid off all around the Chicago area. I don't think raising taxes is an option.
3. Last and certainly not least, let's not forget schools. So MPI is donating land for schools. Oh goody. So who's building the things? And filling them with teachers and equipment? And where are all these children going to attend high school and who's paying for that?

I think if Yorkville is going to act responsibly when considering this development, there are a lot more issues on the plate than lot sizes. If Yorkville is so eager to join the realm of other overdeveloped areas in the Chicago area, then the commissions involved should be learning from their mistakes and not be in a rush to repeat them. If the general population is to be truly SERVED by governing bodies, then I think it's their civic duty to provide the citizens with the best quality of life possible. Greedily approving monster sized subdivisions that will overcrowd the schools and bring traffic to a literal stand still without proper planning and implementation is in my opinion a misuse of power by the officials involved.

On a personal note, my husband attended the last planning meeting regarding "Grand Reserve". He mentioned that it was someone's brainy idea to extend the already existing roads in our neighborhood into the new subdivision. We are greatly opposed to this. Our area does not have sidewalks. There are children playing in the streets and neighbors walking their pets all the time. Extending Oaklawn, Linden, and Sunset avenues into any developed area would increase the traffic in our neighborhood and put all pedestrians and children who use the streets for foot traffic at great risk. Therefore it is our request that this idea be eliminated from the plan.

We are also opposed to any consideration to join in annexation to Yorkville and hook up with any sewer or water being provided to the surrounding area. Being forced to dig up our streets and yards for this convenience is, frankly, something that we cannot afford. We prefer our area be left out of any future annexation plans.

It is our hope that you take into account the issues I have raised in this letter when considering the approval of annexation and rezoning of the property to be developed by MPI. We are not ignorant to the fact that Yorkville wishes to join the rest of suburbia and attract more businesses and residents to its borders. But there is a right way and a wrong way to improve one's quality of life. Charging forth to approve "Grand Reserve" hoping the developers will take care of our needs is not the way to do it. A holistic approach to such a large development is required. Please make sure that ALL the needs of the current and future taxpayers are met equitably.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jackie Straub". The signature is written in dark ink and is positioned above the typed name.

Mrs. Jackie Straub

[REDACTED]
Yorkville, IL 60560
[REDACTED]

PLAN COMMISSION MEETING

October 9, 2002

PLEASE PRINT

NAME:

ADDRESS:

Georgia Scoggin

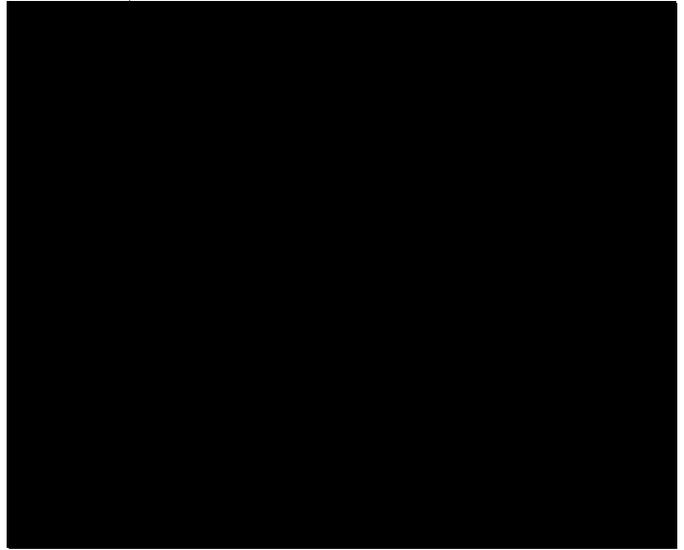
Margaret Keck

WILLIAM B PHILLIPS

Michael Keck

TOM HEIMSOHN

Dae Komunik



SIGNIN

PLAN COMMISSION MEETING

October 9, 2002

PLEASE PRINT

NAME:

ADDRESS:

KEITH BERG

Mark Weber

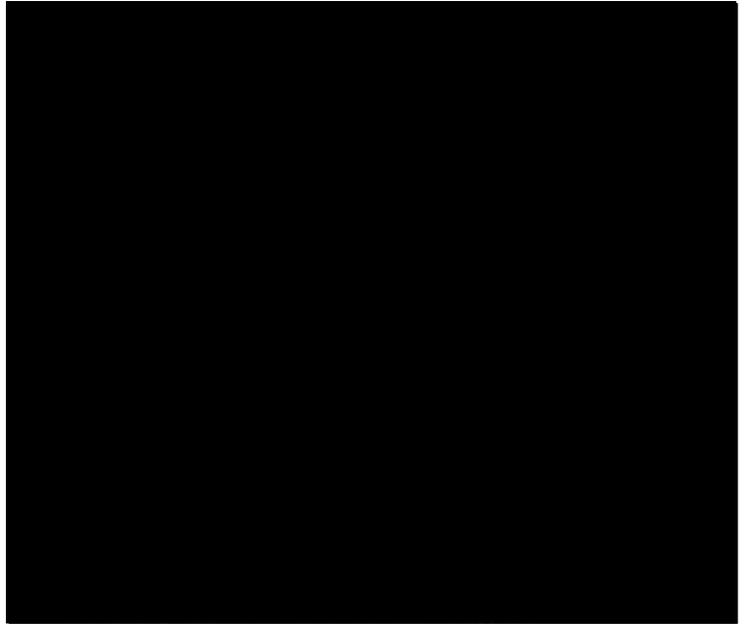
Dick Ederati

Thomas P. Brown

Paul Von Holten

JOYCE PRATI

Cindy Carroll



SIGNIN

PLAN COMMISSION MEETING

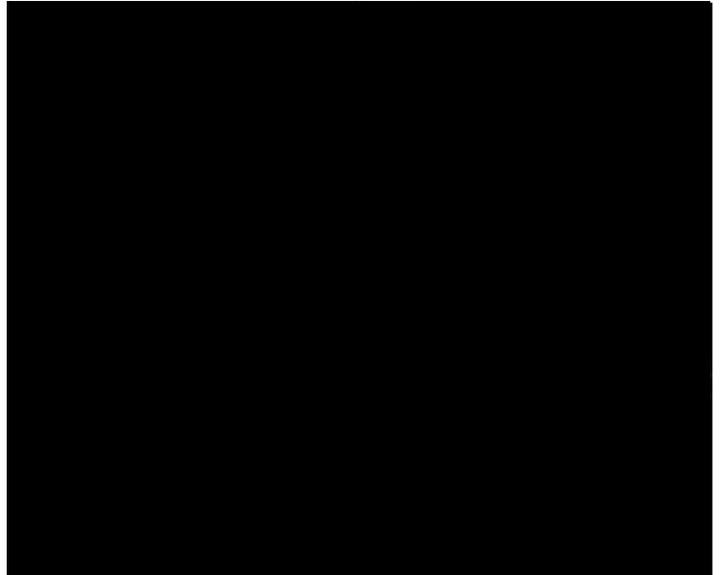
October 9, 2002

PLEASE PRINT

NAME:

ADDRESS:

Gene Card Shalay
Camille Guyres
Larry King
Rhea E. Hunter
Nanciannne Jensen
PAUL PAVESICH
Doris Dick



SIGNIN

PLAN COMMISSION MEETING

October 9, 2002

PLEASE PRINT

NAME:

ADDRESS:

ROSE SPEARS

SHELLY MORRISON

DAN REITZ

Chris Schanz

Carol Stathis

Scott Stathis

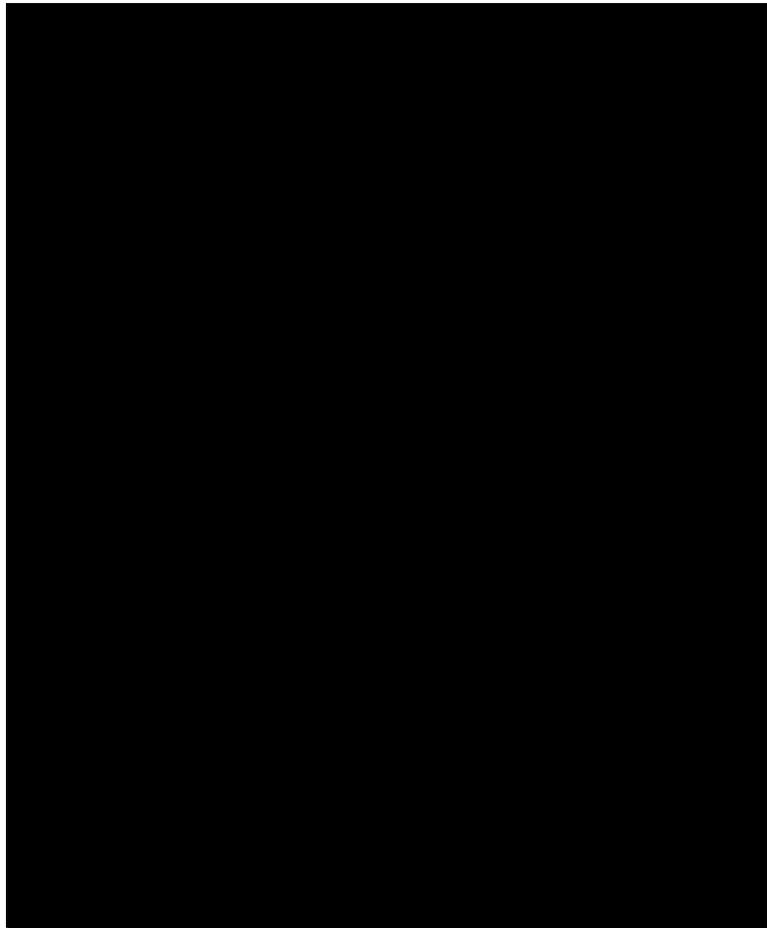
DANNY Eggers

Ellie Duna

ANNA M. BROWN

LOIS DUNLOP

Jo Anne Ortega



SIGNIN

"M"

PLAN COMMISSION MEETING

October 9, 2002

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NAME:

ADDRESS:

Toni Tam

Ken Keel

Bill & Judy Schmitt

Tom Schmitt

Gerald Townsend

John Keel

Sharon Keel

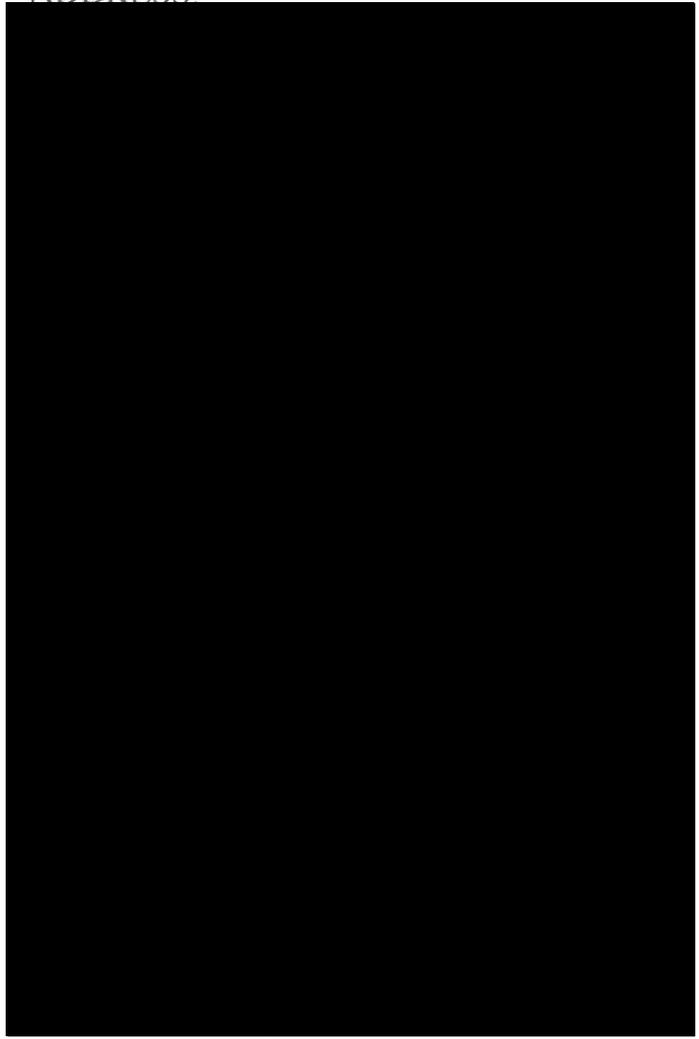
JOHN WHITEHOUSE

Carol + Rich O'Brien

Leanda Davis

Kevin Hoffman

Chris Lutzer



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PLAN COMMISSION MEETING

October 9, 2002

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NAME:

ADDRESS:

BILL MIKUS

MaryC Miller

ERIC + KIM SCHAFFER

CW + Linda White

Glen + Kandace Keeling

Kenneth Neumann

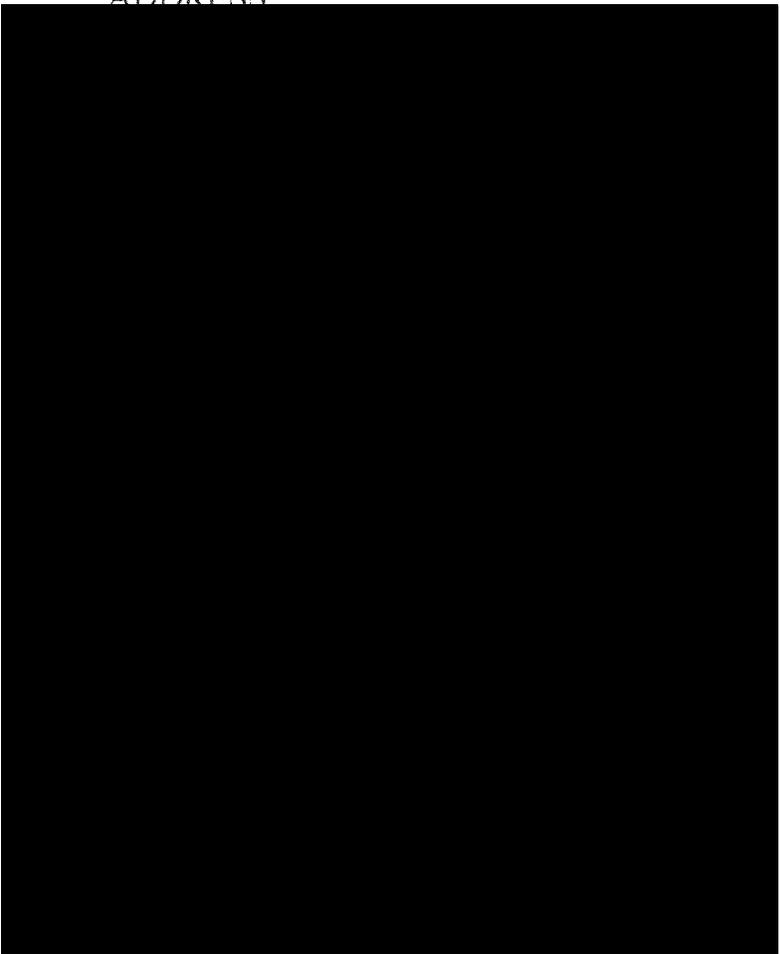
JESSICA LEE

KATE GAWORSKI

THOMAS BRADY

James Dren

Chris Kowitz



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PLAN COMMISSION MEETING

October 9, 2002

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Ed Franks

Danell King

Linda Sexton

Larry Sexton

Jack Graham

JANIS U. SEXTON

Nadine Gaur

Roy & Sophie Torres

Marianne Eroniangke

Vae Jensen

Roberta Silagyi

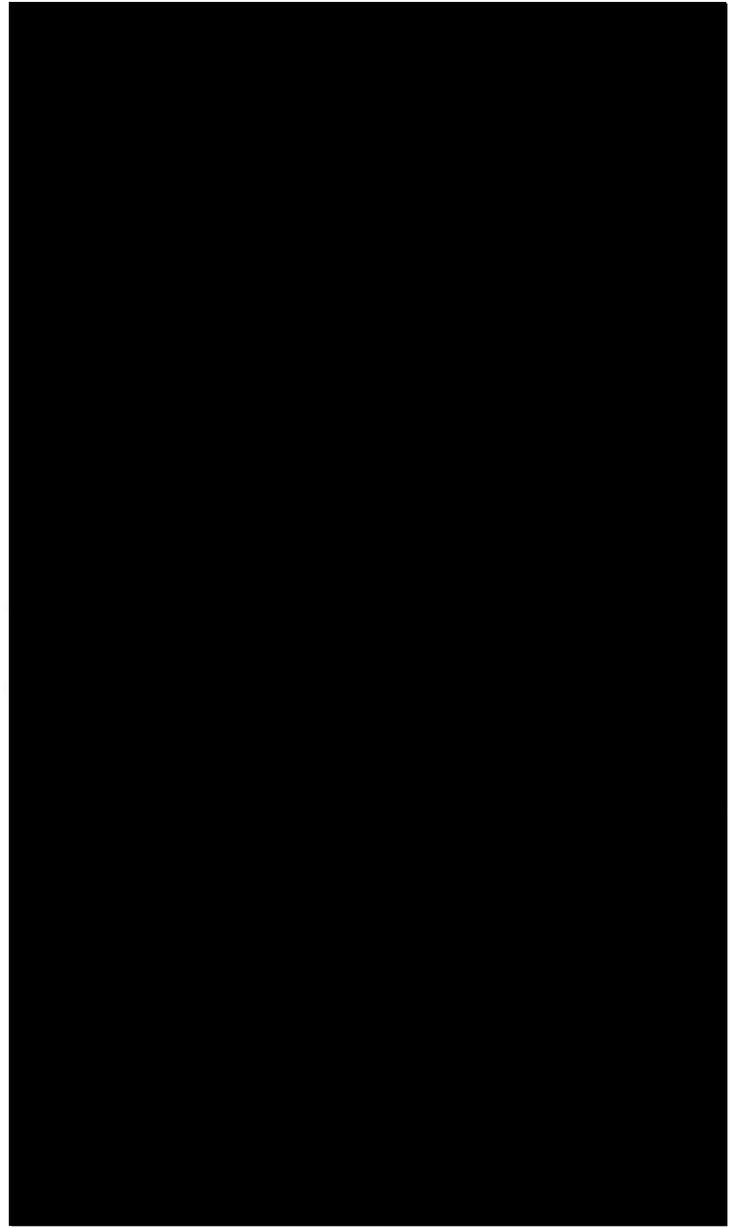
Debra Haefner

Paul + Sue Perdue

Ken Christoffel

RICH KLASSEN

SIGN IN



5

PLAN COMMISSION MEETING

October 9, 2002

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Dusty Rhodes

Jane & MARY GODFREY

Tommy & Doris Buehner

Maria Stoeber

Anne Denovellis

Patti Huettner

ROSE E. COWHEY

Merrill B. Schor

Melissa Gibson

Raymond Knuth

Rick Stahl

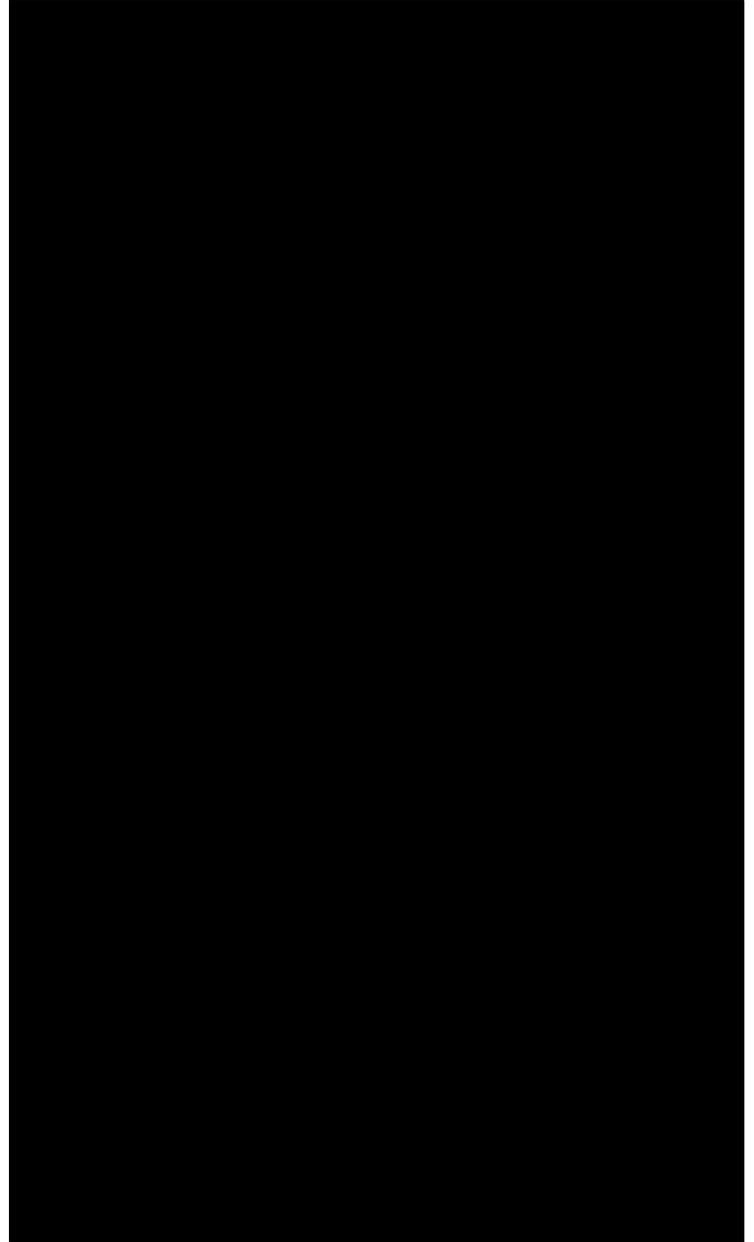
John P. Krupa

Howard W. Yaman

Gregg L. Smith

Wayne Munsinger

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PLAN COMMISSION MEETING

October 9, 2002

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DORIS HAYTON

RAY WILLIAMSON

John Philipchuck

Regina Pesch

Karen Vinton

Debbi Peterson

Julie Albert

Catherine Allen

Ann McLaughlin

Art Zwemke

Jill Mills

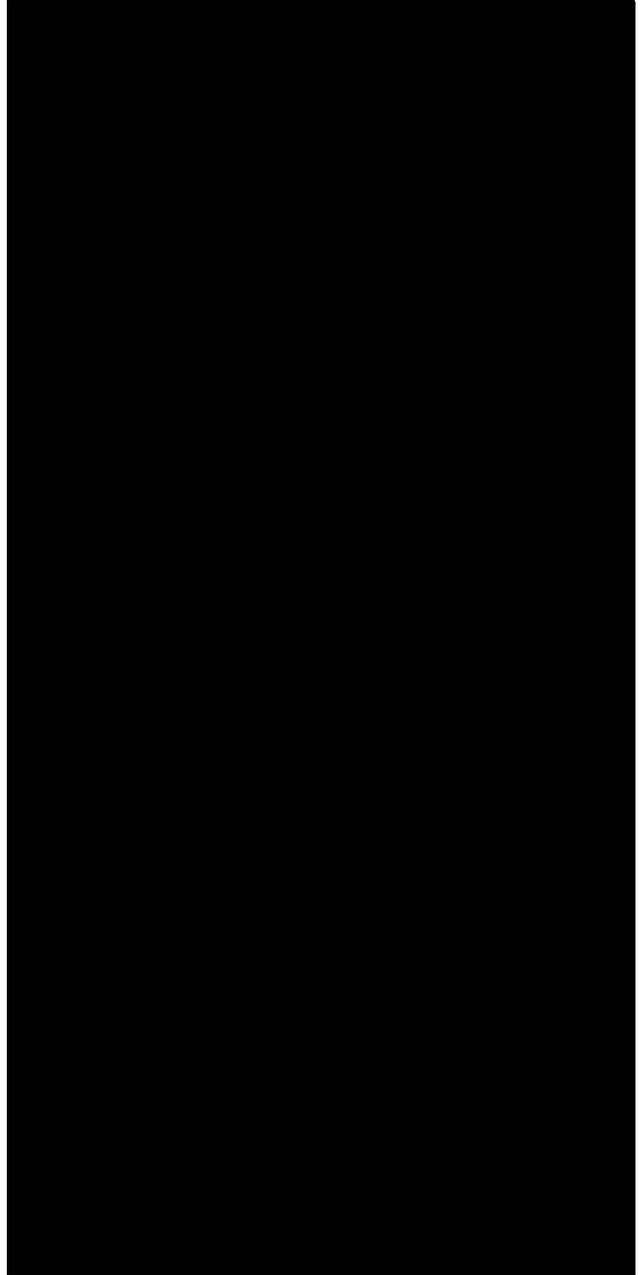
TOM SMALL

SHIRLEY SMALL

Chuck Lubic

Ann + LARRY BARRETT

SIGN IN



my 15

PLAN COMMISSION MEETING

October 9, 2002

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ADDRESS:

ED NESTOR

Don Peterson

Wesley Peterson

Bright Peterson

GERALD + - LOIS SEATON

Tony Scott

Taborah A. Olson

Peggy Wolf

Michael Froehke

Scott Metzger

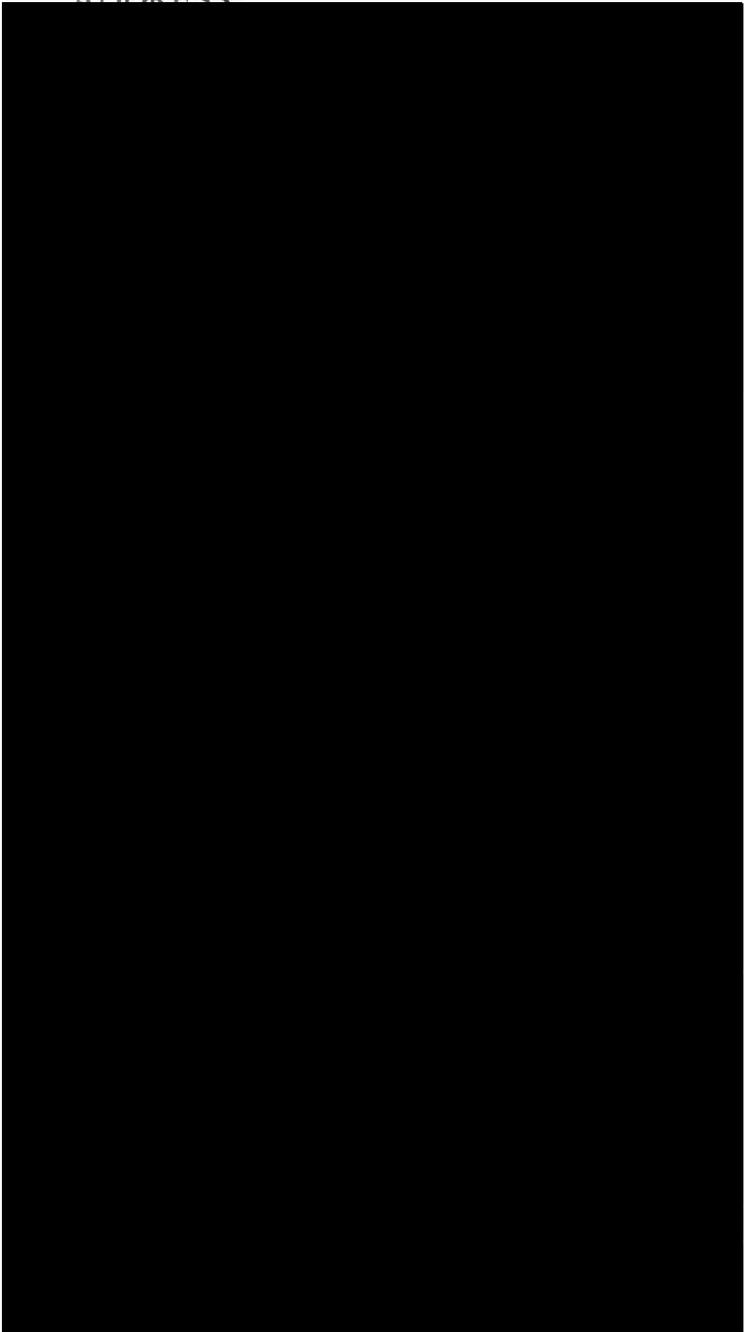
Kenn + Christine Springer

George A. Wolf

John C. Martin

Howard A. Shick

DALE J. WOODWORTH
SIGNIN



ORIGINAL

STATE OF ILLINOIS)
) SS:
COUNTY OF KENDALL)

BEFORE THE YORKVILLE CITY COUNCIL

In the Matter of:

SPECIAL MEETING

FOR THE PUBLIC HEARING FOR PC2001-06

GRAND RESERVE

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled matter,
taken before Nicola Gengler, C.S.R., No. 84-3780, on
April 29, 2003, at the hour of 7:00 p.m., at 908 Game
Farm Road, Yorkville, Illinois.

D-648203



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PRESENT:

MAYOR ARTHUR F. PROCHASKA;
 MR. MIKE ANDERSON, Alderman;
 MS. JACKIE MILSCHEWSKI, City Clerk;
 MR. PAUL JAMES, Alderman;
 MR. LARRY KOT, Alderman;
 MR. RICHARD STICKA, Alderman;
 MS. ROSE SPEARS, Alderwoman;

and

LAW OFFICES OF DANIEL J. KRAMER
 1107A South Bridge Street
 Yorkville, Illinois 60560
 BY: MR. DANIEL J. KRAMER,
 appeared on behalf of The United City of
 Yorkville.

- - -

(Pledge of Allegiance.)

MAYOR PROCHASKA: Roll call.
 MS. MILSCHEWSKI: James?
 Sticka?
 MR. STICKA: Here.
 MS. MILSCHEWSKI: Burd?
 Kot?
 MR. KOT: Here.
 MS. MILSCHEWSKI: Anderson?
 MR. ANDERSON: Here.
 MS. MILSCHEWSKI: Munns?
 Besco?
 Spears?
 MS. SPEARS: Here.
 MAYOR PROCHASKA: We do have a quorum so we

will continue.

I would like to call the meeting to
 order. It is April 29. This first item on the agenda
 is a motion to approve a special census contract with
 the U.S. Census Bureau.

Ms. Spears, would you like to make
 that motion.

MS. SPEARS: I will make the motion to
 approve the memorandum of understanding between the

United City of Yorkville and the United States of
 America, Department of Commerce, Bureau of the Census.

MAYOR PROCHASKA: Second.

Move to accept the motion. Roll
 call, please.

MS. MILSCHEWSKI: Sticka?
 MR. STICKA: Aye.
 MS. MILSCHEWSKI: Anderson?
 MR. ANDERSON: Aye.
 MS. MILSCHEWSKI: Kot?
 MR. KOT: Aye.
 MS. MILSCHEWSKI: Spears?
 MS. SPEARS: Aye.
 MS. MILSCHEWSKI: Mayor Prochaska?
 MAYOR PROCHASKA: Aye. Motion is carried.

Next I would entertain a motion to
 go to public hearing for PC2001-06, Grand Reserve,
 MPI-2 Yorkville North, LLC, MPI-2 Yorkville
 Central, LLC, and MPI-2 Yorkville South, LLC.
 Petitioners have filed an application with the United
 City of Yorkville requesting annexation to the United
 City of Yorkville and rezoning from Kendall County A-1
 Agriculture to United City of Yorkville R-2, Planned
 Unit Development. The real property consists of

approximately 1,127.30 acres and is located south of
 Galena Road and north of Route 34, Bristol Township,
 Kendall County, Illinois.

MR. KOT: So moved.
 MR. ANDERSON: Second.
 MAYOR PROCHASKA: Moved and seconded.
 Roll call, please.
 MS. MILSCHEWSKI: Anderson?
 MR. ANDERSON: Aye.
 MS. MILSCHEWSKI: Kot?
 MR. KOT: Aye.
 MS. MILSCHEWSKI: Spears?
 MS. SPEARS: Aye.
 MS. MILSCHEWSKI: Sticka?
 MR. STICKA: Aye.
 MS. MILSCHEWSKI: Mayor?
 MAYOR PROCHASKA: Aye.

All right. We are now in public
 hearing. The thing I would ask people to remember is
 we do have a court reporter here taking testimony. So
 it is very important that only one person talk at a
 time.

We will go through -- I believe our
 attorney will explain it to you. We will ask the

1 developer to give a short presentation what they plan
2 on doing. Then we will open the floor. I do have five
3 people that have requested to speak right now. When
4 they are done, I will open the floor to anybody else
5 that has questions.

6 It is very important that we
7 maintain that one person speaks at a time so we are
8 able to get it all down and for the reporter.

9 Dan?

10 MR. KRAMER: Thank you.

11 Good evening. Basically under
12 Illinois Law when we propose to annex property to a
13 municipality such as the United City of Yorkville, we
14 are required to hold a public hearing on any proposed
15 or intended written annexation or planned unit
16 development agreement. We have had a draft agreement
17 on file at the City for approximately the last three
18 weeks, and the purpose of this meeting tonight is to
19 take questions in regard to the agreement and comments;
20 and then we go back with our staff; and frankly from
21 the agreement that is being presented by the developer,
22 we will have many, many changes and comments to add.
23 So we work with the developer and put in what the City
24 wants as well.

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1 We have spent two nights in public
2 hearings in the last several months, and the difference
3 between the two public hearings that we had previously
4 than the one tonight is the previous public hearing
5 before the City Planning Commission were on the overall
6 question of annexation and zoning and generally how the
7 property will be developed. So, again, the focus of
8 the gentlemen here at the table are primarily on the
9 agreement.

10 We do value public input and towards
11 that the petitioner would, likewise, want to hear your
12 comments. As Mayor Prochaska said, there will be ample
13 time for everybody who wants to ask questions or to
14 give testimony this evening. Again, the focus is a
15 little bit different tonight. It is on the annexation
16 agreement itself.

17 It is a short presentation going to
18 be made by the petitioner because maybe some of the
19 questions the audience has will be answered then.

20 Like when we went through the two
21 earlier hearings, the project is by no means to what we
22 would call a hard-line preliminary plat or final plat.
23 So it is not in the development stage, but there will
24 be many, many more stages of the proceedings. This

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1 focus is on the agreement itself. We look forward to
2 your comments. Thank you.

3 MR. ZWEMKE: Good evening. My name is Art
4 Zwenke, and I am here on behalf of the MPI Development.
5 I am president and CEO of Moser Enterprises.

6 We are pleased to be here this
7 evening in front of the City Council as well as all of
8 our hopefully future neighbors. This is probably now
9 about the 50th meeting that we have had. Attorney
10 Kramer has mentioned the public hearings, but what we
11 have also done over the last several months is met with
12 staff, consultants, various members of different
13 committees here to pull this together.

14 What we are here for tonight as has
15 been stated is to try to give you a brief overview,
16 show you some of the refinements that we have made to
17 the plan and then take some input from you so that we
18 can move forward.

19 So with that, we have a brief slide
20 show; and if you can -- maybe we can dim the lights
21 just a little bit. Would that be all right? Let's go
22 to the first slide -- second slide I guess.

23 Just to give you an overview of the
24 location of the property, we are north on Galena Road.

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1 The property is along the Oswego-Yorkville border. It
2 is bordered by Route 34 on the south. That is better.
3 Is that okay for everybody? Now, I know where I am,
4 and on the west side, we are adjacent to the Hinsdale
5 Nursery.

6 Next slide, please. The City of
7 Yorkville has done an excellent job of putting together
8 what is called a comprehensive plan. As you can see
9 here, we are a small part of this comprehensive plan.
10 We are in the far northeast corner of the City. This
11 is a brand new plan. We worked well with the
12 consultants and the staff to come up with a plan that
13 is consistent with the comprehensive plan.

14 That pink area which we will talk
15 about in a little more detail is what is called the
16 transitional area. Under the terms of the concept
17 plan, if we have a little more density, we have to
18 provide a little more open space; and we will show you
19 how that works in a little while. The yellow area is
20 what is called the suburban area as the map shows.

21 Next slide. This is an overview of
22 the different land uses; and if you haven't got a copy,
23 there is plenty of copies at either entrance. Starting
24 from the north is a neighborhood that we are targeting

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1 for an age-targeted buyer, an empty-nester buyer.

2 The yellow areas that are shown with
3 different lots, those are single-family home sites.
4 There is a couple of green areas there that are for
5 townhomes. There is also three areas there for
6 duplexes, and there is one area for apartments.

7 Next slide. This is the tally. Out
8 of the 1,129 acres, there is about 628 that are
9 designated for the residential. This density of
10 2.35 per acre is well below the standards that are on
11 the books at the City of Yorkville. So we are well
12 within those guidelines.

13 Next slide, please. One of the
14 things that we have expressed is a desire here to have
15 larger than average lot sizes, and we have three
16 different varieties of a 10,000, 11,000 and 12,000
17 square foot lot. One of the criteria that has worked
18 well for us in the past and we are proposing this in
19 the future is that, in order to have nice curved
20 streets and not have a grid-like plan, what we are
21 proposing here is the lot size would be 115 percent of
22 the average. So if you can do the math in your head, a
23 10,000 square foot minimum would have to average
24 11,500. If you have a 12,000 square foot home site,

1 those would have to average 13,800.

2 So if you take all of these
3 single-family home sites in Neighborhoods 9 through 19,
4 those average 12,819, so almost 13,000 square feet.

5 Next. I mentioned this empty-nester
6 neighborhood, and this is a little blowup of one of the
7 cul-de-sacs. It is kind of a pinwheel design. This is
8 the state of the art in terms of land planning where
9 homes are clustered together for the benefit of
10 creating more open space.

11 So this targeted buyer that we are
12 looking at, we want them to be in a maintenance-free
13 type of lifestyle. We have agreed to four different
14 criteria. Is that on the next slide, Deb?

15 Go back then. I can articulate it.
16 There is four criteria that we agreed to when we went
17 through with the Planning Commission. One of them is
18 that all the master bedrooms have to be on the first
19 floor. So that is really targeting to more of an
20 empty-nester buyer. Only 20 percent of them can be
21 two-story homes. Again, that is targeted to that
22 empty-nester buyer.

23 The third criteria is no more than
24 50 percent of that are allowed to have three bedrooms.

1 So it is predominantly two bedroom, and the third
2 criteria which is a little complicated but it makes
3 some sense is that the minimum monthly payment that a
4 homeowner would make to an association could be no less
5 \$150.

6 The reason for that is that we want
7 to steer the market into this type of buyer and not
8 promote something that has large families; and so if
9 somebody is facing \$150-a-month payment, the likelihood
10 is that that is going to be an empty-nester buyer and
11 not somebody that is using that for a mortgage payment.

12 Next. This is a representative
13 sample of the different types of housing styles that we
14 contemplate. Up to the left are these empty-nester
15 type of homes. You can see a couple of ranch homes.
16 As you work your way into the 10,000, 11,000 and 12,000
17 square foot lots where we have a couple of one-acre
18 home sites, you can see the homes get more detailed.
19 There is more interesting elevations. The homes are
20 larger.

21 So what we are trying to do here is
22 to have different market segments at different price
23 points. A home on the upper left there is probably in
24 the \$200,000 to \$250,000 range. The one in the middle

1 on the lower part is probably in the \$450,000 range.

2 Next slide. We also have a good
3 representation here of what is called attached home
4 sites. To the upper left is a townhome type of
5 product. This kind of design is one that has the
6 garages in the rear. It is called a motor court type
7 of product. The one to its right is another type of
8 townhome that has the garage in the front. The lower
9 left is a duplex that is a two-family home. That is a
10 ranch style that perhaps an empty-nester would like or
11 a two-story type of a two-family home.

12 Then over on the lower right is a
13 rendering or actually a photograph of an existing
14 apartment development, and these are really attractive
15 these days for people that just chose to rent. There
16 is a lot of empty-nesters in here that like this
17 lifestyle because it is no maintenance. So we are
18 looking at that kind of a neighborhood.

19 Next. We know coming here to
20 Yorkville that you folks as well as we do really
21 appreciate the open space. So one of the things that
22 we have really tried to hammer home through all of the
23 meetings is the amount of open space that is being
24 provided. So this first slide shows 122 acres in



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Community Overview

The Community

Are you tired of climbing stairs in your home, and sick of maintaining your yard? **Grande Reserve in Yorkville** has the perfect new home for you for an **excellent value** with **Yorkville District 115 schools**.

Here, you won't need to worry about **yard work** or **snow removal** because it will all be **taken care of for you** - giving you more time and flexibility to do the things you love most.

At Grande Reserve, you'll choose from beautiful **ranch floorplans** offering **cottage-style stone exteriors**, 2-3 bedrooms, 2 bathrooms, 1,188-1,720 sq. ft. and a 2-car garage.

Each home will have **BuiltSmart Energy Efficiency** to **save on utility bills**, and a **10-year structural warranty** for peace of mind you won't get in an older home.

In your spare time, you can exercise by biking or **walking on the trails within the community**.

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grateful!

Nicholas and Elizabeth / Plainfield, IL

About the Area

Outside of the community, you'll love this **convenient location**. Grande Reserve is located in close proximity from **IL-47 offering easy access to I-88, I-80, and I-55** so you can get around the entire Southwest Chicago area with ease.

And when you need to run errands, **Jewel Osco is nearby**, with many **retail and restaurant options only 6 miles away off Hwy 34**. Also close to Rush Copley Hospital and Healthplex.

Community Details

Hours

Mon 1pm-6pm

Tue-Wed Closed

Thu-Fri 11am-6pm

Sat 10am-5pm

Sun 12pm-5pm

Community Links

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[Contact us: 630-445-2495](#)

[Download Site Plan](#)

Address

4485 East Millbrook Circle

Yorkville, IL 60560

Kendall County

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Directions

[Directions for Grande Reserve](#)

88 W to Orchard Rd. (exit 114), turn left, go 6 miles to Galena Rd., turn right, approx. 1 mile to Blackhawk Blvd., turn left. Left on E. Millbrook Circle. Model on right corner.

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2-Car Garage



Alt Text product

Dominica

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3 Bedroom | 2 Bathroom

1,694 sq.ft

2-Car Garage



Decorated Model

Cayman

Starting From Low \$240s

3 Bedroom | 2 Bathroom

1,533 sq.ft

2-Car Garage



product

Aruba

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1,150 sq.ft

2-Car Garage

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Indiana

Illinois

Ohio

Tennessee



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**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL
PZC 2018-20**

NOTICE IS HEREBY GIVEN a public hearing shall be held on an amendment to that certain Annexation Agreement (Grande Reserve Subdivision) dated July 22, 2003, and as amended, by and among Grande Reserve (Chicago) ASLI VI, LLLP (*Owner/Developer*), a Delaware limited liability partnership, and the United City of Yorkville, Kendall County, Illinois, on **February 12, 2019** at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the Grande Reserve Annexation Agreement related to the number of three-bedroom homes within Neighborhood 1 (Units 23, 26 and 27), also known as The Colonies. The proposed amendment would remove in its entirety that portion of Exhibit E-2 as part of the original annexation agreement which states “no greater than 50% of the units shall be allowed to have three bedrooms or more [and] [t]he remainder shall be 2 bedrooms or less” and allow for the remaining residential lots within Neighborhood 1 (Units 23, 26 and 27) to be built unrestricted with regards to number of three (3) bedroom homes.

The legal description is as follows:

UNIT 23

LOTS 173 THROUGH 290, INCLUSIVE, 3033, 3034, 3035, AND 3036 IN AMENDED PLAT OF PART OF GRANDE RESERVE – UNIT 23, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 112, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2007 AS DOCUMENT 200700018963, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

AND

UNIT 26 AND 27

THAT PART OF THE EAST HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3030 IN GRANDE RESERVE UNIT 20, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006 AS DOCUMENT NUMBER 200600035289; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 200500001028, 808.51 FEET, TO THE SOUTHEAST CORNER OF LOT 42 IN STORYBROOK HIGHLANDS UNIT 2 ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1974 AS DOCUMENT NUMBER 74-3985; THENCE NORTH 01 DEGREES 17 MINUTES 50 SECONDS WEST, ALONG EAST LINE OF SAID SUBDIVISION, 1,029.69 FEET, TO A 1 INCH IRON PIPE ON THE SOUTH LINE OF LAND DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 200400024625; THENCE NORTH 88 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 248.73 FEET, TO A 1 1/4 INCH PINCHED IRON PIPE ON THE EAST LINE OF SAID LAND; THENCE NORTH 01 DEGREES 18 MINUTES 04 SECONDS WEST, ALONG SAID EAST LINE, 808.81 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF GALENA ROAD (ALSO KNOWN AS COUNTY HIGHWAY 9 AND CANNONBALL

TRAIL) AS DEDICATED BY DOCUMENT NUMBER 200600040560; THENCE NORTH 63 DEGREES 46 MINUTES 24 SECONDS EAST, ALONG SAID SOUTH LINE, 806.93 FEET (807.42 FEET RECORD), TO THE WEST LINE OF GRANDE RESERVE UNIT 23, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 2006 AS DOCUMENT NUMBER 200600040560, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BLACKHAWK BOULEVARD AS DEDICATED BY SAID UNIT 23; THENCE ALONG WEST LINE OF SAID UNIT 23 FOR THE FOLLOWING 39 COURSES; 1) THENCE SOUTH 26 DEGREES 13 MINUTES 36 SECONDS EAST, 283.50 FEET; 2) THENCE SOUTH 63 DEGREES 46 MINUTES 24 SECONDS WEST, 25.99 FEET; 3) THENCE SOUTH 26 DEGREES 13 MINUTES 36 SECONDS EAST, 66.00 FEET; 4) THENCE SOUTH 34 DEGREES 45 MINUTES 13 SECONDS EAST, 70.22 FEET; 5) THENCE NORTH 55 DEGREES 14 MINUTES 47 SECONDS EAST, 26.00 FEET; 6) THENCE SOUTH 34 DEGREES 45 MINUTES 13 SECONDS EAST, 120.00 FEET; 7) THENCE SOUTH 55 DEGREES 14 MINUTES 47 SECONDS WEST, 41.00 FEET; 8) THENCE SOUTH 34 DEGREES 45 MINUTES 13 SECONDS EAST, 95.00 FEET; 9) THENCE SOUTH 55 DEGREES 14 MINUTES 47 SECONDS WEST, 60.00 FEET; 10) THENCE SOUTH 34 DEGREES 45 MINUTES 13 SECONDS EAST, 36.00 FEET; 11) THENCE SOUTH 55 DEGREES 14 MINUTES 47 SECONDS WEST, 120.00 FEET; 12) THENCE SOUTH 36 DEGREES 18 MINUTES 44 SECONDS WEST, 28.73 FEET; 13) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 60.00 FEET; 14) THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST, 36.00 FEET; 15) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 120.00 FEET; 16) THENCE SOUTH 88 DEGREES 48 MINUTES 22 SECONDS WEST, 31.00 FEET; 17) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 60.00 FEET; 18) THENCE SOUTH 88 DEGREES 48 MINUTES 22 SECONDS WEST, 100.00 FEET; 19) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 41.00 FEET; 20) THENCE SOUTH 88 DEGREES 48 MINUTES 22 SECONDS WEST, 38.65 FEET; 21) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 41.00 FEET; 22) THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST, 100.00 FEET; 23) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 60.00 FEET; 24) THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS EAST, 31.00 FEET; 25) THENCE SOUTH 01 DEGREES 11 MINUTES 38 SECONDS EAST, 164.53 FEET; 26) THENCE NORTH 88 DEGREES 42 MINUTES 03 SECONDS EAST, 98.08 FEET; 27) THENCE SOUTH 01 DEGREES 17 MINUTES 57 SECONDS EAST, 36.00 FEET; 28) THENCE NORTH 88 DEGREES 42 MINUTES 03 SECONDS EAST, 60.00 FEET; 29) THENCE SOUTH 01 DEGREES 17 MINUTES 57 SECONDS EAST, 95.00 FEET; 30) THENCE NORTH 88 DEGREES 42 MINUTES 03 SECONDS EAST, 41.00 FEET; 31) THENCE SOUTH 01 DEGREES 17 MINUTES 57 SECONDS EAST, 120.00 FEET; 32) THENCE SOUTH 88 DEGREES 42 MINUTES 03 SECONDS WEST, 26.00 FEET; 33) THENCE SOUTH 01 DEGREES 17 MINUTES 57 SECONDS EAST, 60.00 FEET; 34) THENCE SOUTH 11 DEGREES 03 MINUTES 49 SECONDS EAST, 50.60 FEET; 35) THENCE SOUTH 28 DEGREES 13 MINUTES 56 SECONDS EAST, 73.98 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF MILLBROOK CIRCLE AS DEDICATED BY AFORESAID SAID UNIT 23; 36) THENCE SOUTH 61 DEGREES 46 MINUTES 04 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 10.20 FEET; 37) THENCE SOUTH 28 DEGREES 13 MINUTES 56 SECONDS EAST, 188.75 FEET, TO A POINT OF CURVATURE; 38) THENCE SOUTHEASTERLY, 81.76 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEAST, HAVING A RADIUS OF 350.00 FEET, A CHORD BEARING SOUTH 34 DEGREES 55 MINUTES 27 SECONDS EAST, AND A CHORD DISTANCE OF 81.57 FEET, TO A POINT OF TANGENCY; 39) THENCE SOUTH 41 DEGREES 37 MINUTES 26 SECONDS EAST, 22.23 FEET (22.30 FEET RECORD), TO A 1 INCH IRON PIPE ON THE NORTHERLY RIGHT-OF-WAY LINE OF TUSCANY TRAIL AS DEDICATED BY DOCUMENT NUMBER 200600035289; THENCE ALONG SAID NORTHERLY LINE FOR THE FOLLOWING 3 COURSES; 1) SOUTH 48 DEGREES 21 MINUTES 51 SECONDS WEST, 146.12 FEET, TO A POINT OF CURVATURE; 2) THENCE SOUTHWESTERLY, 358.07 FEET, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CHORD BEARING SOUTH 24 DEGREES 46 MINUTES 58

SECONDS WEST, AND A CHORD DISTANCE OF 348.05 FEET, TO A POINT OF TANGENCY; 3) THENCE SOUTH 01 DEGREES 12 MINUTES 04 SECONDS WEST, 14.26 FEET (14.59 FEET RECORD), TO THE NORTHERLY LINE OF AFORESAID GRANDE RESERVE UNIT 20; THENCE ALONG NORTHERLY AND WESTERLY LINE OF SAID SUBDIVISION FOR THE FOLLOWING 20 COURSES; 1) THENCE NORTH 88 DEGREES 58 MINUTES 59 SECONDS WEST, 30.23 FEET (30.00 FEET RECORD), TO A 1 INCH IRON PIPE; 2) THENCE NORTH 81 DEGREES 36 MINUTES 50 SECONDS WEST, 74.01 FEET (74.02 FEET RECORD), TO A 1 INCH IRON PIPE; 3) THENCE NORTH 68 DEGREES 38 MINUTES 07 SECONDS WEST, 167.47 FEET (167.50 FEET RECORD), TO 1 INCH IRON PIPE; 4) THENCE SOUTH 21 DEGREES 22 MINUTES 30 SECONDS WEST, 185.96 FEET (186.00 FEET RECORD), TO A 1 INCH IRON PIPE; 5) THENCE SOUTH 68 DEGREES 31 MINUTES 07 SECONDS EAST, 23.47 FEET (22.36 FEET RECORD), TO A 1 INCH IRON PIPE; 6) THENCE SOUTH 21 DEGREES 17 MINUTES 24 SECONDS WEST, 120.00 FEET; 7) THENCE SOUTH 89 DEGREES 49 MINUTES 02 SECONDS WEST, 78.14 FEET, TO A 1 INCH IRON PIPE; 8) THENCE NORTH 51 DEGREES 56 MINUTES 39 SECONDS WEST, 99.59 FEET (99.54 FEET RECORD); 9) THENCE NORTH 70 DEGREES 41 MINUTES 59 SECONDS WEST, 78.16 FEET; 10) THENCE NORTH 88 DEGREES 08 MINUTES 28 SECONDS WEST, 78.84 FEET; 11) THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST, 168.36 FEET; 12) THENCE SOUTH 31 DEGREES 05 MINUTES 04 SECONDS WEST, 89.64 FEET, TO A 1 INCH IRON PIPE; 13) THENCE SOUTH 01 DEGREES 21 MINUTES 18 SECONDS EAST, 158.00 FEET; 14) THENCE SOUTH 59 DEGREES 40 MINUTES 13 SECONDS EAST, 57.67 FEET; 15) THENCE SOUTH 37 DEGREES 12 MINUTES 58 SECONDS WEST, 148.98 FEET, TO A 1 INCH IRON PIPE; 16) THENCE SOUTH 14 DEGREES 40 MINUTES 46 SECONDS WEST, 66.00 FEET (66.12 FEET RECORD), TO A 1 INCH IRON PIPE AND A POINT ON A NON-TANGENT CURVE; 17) THENCE EASTERLY, 8.88 FEET (8.94 FEET RECORD), ALONG SAID NON-TANGENT CURVE, CONCAVE NORTH, HAVING A RADIUS OF 183.00 FEET, A CHORD BEARING SOUTH 73 DEGREES 52 MINUTES 30 SECONDS EAST, AND A CHORD DISTANCE OF 8.88 FEET, TO A 1 INCH IRON PIPE; 18) THENCE SOUTH 75 DEGREES 34 MINUTES 47 SECONDS EAST, 20.30 FEET (20.47 FEET RECORD), TO A 1 INCH IRON PIPE; 19) THENCE SOUTH 14 DEGREES 34 MINUTES 25 SECONDS WEST, 120.10 FEET (120.00 FEET RECORD), TO A 1 INCH IRON PIPE; 20) THENCE NORTH 75 DEGREES 18 MINUTES 58 SECONDS WEST, 248.70 FEET (248.68 FEET RECORD), TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS EXCEPT THAT PART IN THE SOUTHEAST QUARTER IN SAID SECTION 11.

The public hearing may be continued from time to time without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



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

Agenda Item Number

Economic Development Committee #2

Tracking Number

EDC 2019-16

Agenda Item Summary Memo

Title: Unified Development Ordinance - RFP

Meeting and Date: City Council - February 26, 2019

Synopsis: Approval of RFP award to Houseal Lavigne for a Unified Development Ordinance.

Council Action Previously Taken:

Date of Action: 10/23/18 Action Taken: Approval of RFP to solicit for UDO

Item Number: 2018-72

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Jason Engberg, Senior Planner
 Date: February 12, 2019
 Subject: **Unified Development Ordinance (UDO) – RFP**
 Recommendation of Contract Award – Houseal Lavigne

Summary:

As the City Council will recall, in November staff solicited Request for Proposals (RFP) for a Unified Development Ordinance (UDO). At the close of the RFP, the City received a total of two (2) submissions. Upon evaluation of the methodology and proposed project scopes, the review panel, consisting of the Community Development Director, the Assistant City Administrator and the Senior Planner interviewed both respondent firms.

While each candidates' proposals were very strong, it was the decision of the review panel that the Houseal Lavigne Associate's proposal was most impressive and provided an all-inclusive project methodology, previous "out-of-the-box" civic engagement programs and smart-code deliverable envisioned for the Unified Development Ordinance. Below is an overview of the selection process, review criteria, candidate analysis, and decision-making approach used as a basis for our joint recommendation.

RFP Candidates:

As previously mentioned, the City received two (2) submissions in response to the Unified Development Ordinance (UDO) Request for Proposal. Below is a summary matrix of those submittals in alphabetical order.

Firm	Location	Proposal Summary Highlights	Cost
Antero Group, LLC	Chicago, IL	<ul style="list-style-type: none"> • All "in-house" Project Team • Firm specializes in comprehensive plans, zoning ordinances, subdivision ordinances, commercial corridor plans, civil engineering and economic development services. • Team of urban designers, planners and civil engineers. • Emphasis on reviewing current regulations and review practices, as well as zoning cases from past 5-7 years to provide a "Key Issues Report" prior to engaging in the preparation of the draft UDO. • Traditional & Online Community Engagement Program 	\$100,000
Houseal Lavigne Associates	Chicago, IL	<ul style="list-style-type: none"> • Partnered with enCode Plus (web-based "smart-code" technology) • Firm specializes in all areas of zoning, community planning, urban design, and economic development. Has also completed two (2) recent Unified Development Ordinances. • Emphasis on technical analysis & best management practices; district standards & concepts; development standards; subdivision design/improvements; and migration of written code to smart-code online with interactive site-specific zoning analysis capabilities. • Traditional and website/app-based Community Engagement Approach utilizing "map. Social" a proprietary map-based civic engagement platform. 	\$140,610

Review Criteria:

Each proposal was ranked using the following criteria areas reviewed by staff: Methodology, Relevant Projects, Project Team Experience, Understanding of Local Conditions and Project Cost. Points were attributed to each criteria area, weighted by importance, to determine the firms' ability to successfully complete the objectives of the RFP.

After tabulating the scores of the staff who reviewed the proposals, an overall score was given. The maximum total score to be obtained by a proposal was 100 points. Below is a detailed description of each criteria area and the point valuation assigned to it.

Methodology (40 points)

This area reviewed the firm's explanation of the general and technical approaches and processes to be employed for executing the requirements of the project objectives requested in the RFP which includes:

- Review and assess the land use regulations of the Zoning Ordinance, Subdivision Control Ordinance and Standard Specifications, Landscape Ordinance, Stormwater Management Ordinance, Appearance Code and all other relevant City Ordinances governing development.
- Identification of deficiencies and inconsistencies within these variance ordinances and propose recommendations prior to fully incorporating changes into the formal UDO draft document.
- Modernization of design standards.
- Alignment of the UDO with the goals and action steps outlined in the Comprehensive Plan Update 2016.
- Incorporate the Downtown Overlay District with streetscape master plan guidelines and Form Based Code regulations into the UDO.
- Use of innovative methods to cooperatively develop regulations with City staff and consultants throughout the development of the UDO.
- Integration of codes into a user-friendly format so that all development related regulations are consolidated into a single document and easily cross-referenced.

Relevant Projects (20 points)

A brief summary provided of at least three (3) recent relevant projects which are similar in scope to the Unified Development Ordinance RFP project objectives. The firms also submitted client contact information for the referenced projects.

Project Team Experience (15 points)

Resumes and credentials of all personnel assigned to the project including specific experiences each team member will contribute to the project as well as identifying and defining their individual roles.

Understanding of Local Conditions (15 points)

General knowledge of and familiarity with the current policies and ordinances (i.e., comprehensive plan) related to development in Yorkville, and specifically to the existing codes which regulate development (zoning, subdivision control, landscaping, appearance code, etc.)

Project Cost (10 points)

Submittal of a cost breakdown for the proposed Unified Development Ordinance (UDO) RFP, supplemented with appropriate explanatory detail and justifying costs and calculations.

Candidate Analyses:

Of the two (2) firms interviewed, **Houseal Lavigne’s** proposal scored the highest with a combined average score by the staff reviewers of **87** out a possible 100 points, as detailed below:

	ANTERO GROUP	HOUSEAL LAVIGNE
Methodology	33.0	38.3
Relevant Projects	13.3	18.3
Project Team Experience	12.3	13.3
Understanding of Local Conditions	12	10.6
Project Cost	9.3	6.6
TOTAL AGGREGATE SCORE	79.9/100	87.1/100

Houseal Lavigne Associates Proposal

The above scoring was based on Houseal Lavigne’s proposal providing the strongest interview/in-person presentation, project methodology, partnership with enCode Plus for the robust web-based smart-code technology and depth of recent relevant projects of both submittals. Their proposal also offered an eight (8) step project approach detailed below under “**Methodology**”.

Methodology

The eight (8) step project approach proposed by Houseal Lavigne Associates consists of (1) Project Initiation & Outreach; (2) Technical Analysis & Best Practices; (3) Draft District Standards and Concepts; (4) General Development Standards; (5) Draft Subdivision Design/Improvements; (6) Administrative & Procedural Standards; (7) Draft & Final UDO; (8) Web-based “Smart-Code” Integration.

The scope of the work as detailed above will consist of several staff meetings; public workshops/focus groups; applicability assessment and research of existing and proposed codes; evaluation of neighborhoods, corridors, and districts; Planning and Zoning Commission workshops and meetings; public hearings; and development of “user-friendly” content as part of the smart code with interactive, site-specific zoning analysis capabilities.

Relevant Projects

Along with their thorough technical code and design approaches, Houseal Lavigne offered three (3) relevant project summaries all consisting of prior Unified Development Ordinances recently completed in Bloomington, Illinois, Ardmore, Oklahoma, and Cary, Illinois. These projects span over several years, with the most recent in 2018 for Cary, Illinois which transformed the Village’s zoning ordinance into a UDO, addressing issues such as adding and consolidating districts based on non-conformities analysis, modernizing parking and landscaping standards, updating subdivision regulations and re-writing the sign ordinance to comply with recent court decisions.

Staff has reviewed some of these studies and also contacted the former clients to understand the working relationship they had with Houseal Lavigne and the fulfillment of deliverables promised.

Project Team Experience

Houseal Lavigne has provided public sector clients with various urban planning design related services such as zoning ordinance update, downtown regulatory strategies and neighborhood zoning, as well as a unified development ordinance. The project team assembled for this Unified Development Ordinance proposes an interdisciplinary approach which allows for a more cohesive regulatory document and hi-tech end-product accessible to staff and the public.

Understanding of Local Conditions

During the in-person interview regarding their proposal for the Unified Development Ordinance RFP, Houseal Lavigne showed familiarity of the City's recently adopted Comprehensive Plan Update; current awarded RFP for the Downtown Overlay District Master Streetscape Plan and Form-Based Code; as well as the existing ordinances related to zoning, landscaping, subdivision control and appearance standards.

Project Cost & Project Schedule

Per the proposal, Houseal Lavigne will provide the Unified Development Ordinance for **\$140,610.00**, which includes approximately 1,040 hours of work. As presented, this proposal is estimated to have a total twenty-four (24) month completion schedule with the kick-off estimated in March 2019 and completion in December 2020. The fee estimate includes plan preparations, meeting attendance and public engagement workshops/forums, as well as the web-based "smart-code", enCode Plus, implementation required as part of the RFP. While this proposal was the not the least of the submitted RFP fees, it was the most comprehensible and provided a more realistic projection of anticipated project hours.

Additionally, the proposal provides the cost for yearly enCode Plus maintenance fees and pricing for optional features such as the embedded calculator. Staff proposes to include with this request the first year of enCode Plus maintenance (Advanced 180) at \$5,250.00 and the embedder calculator at \$2,500.00 for a total price of **\$148,360.00**.

Currently staff has budgeted \$50,000.00 for FY 2019 (available now to initiate the project with HL and cover the start up with enCode Plus). Staff has also proposed \$50,000 for FY 2020 (beginning April 2019), and will request an additional \$50,000.00 in FY 2021 (beginning April 2020) to complete the project. This lines up perfectly with the estimated 2-year timeframe for completion proposed by the consultant with expected project close out in December 2020. Further, staff anticipates once the online "Smart-Code" platform is up and running, and with the proposed new city-wide ERP system, the Community Development Department can discontinue its current iWorqs property maintenance tracking and online permitting module and devote those annual contract fees (approximately \$7K annually) to the enCode Plus system.

The Antero Group Proposal

The Antero Group's overall aggregate score of 79.9 out of 100. Their interview presentation and interdisciplinary project team (urban designers, planners and civil engineers) placed them very competitively with the preferred candidate. However, where staff made the distinction between Houseal Lavigne Associates and the Antero Group was Houseal Lavigne's vast catalogue of unified development ordinance preparation experience, site specific design

capabilities, methodology and most importantly, the partnership with enCode Plus for the smart-code technology.

Staff Recommendation:

Based on the strong methodology, partnership with enCode Plus, reasonable proposed project costs, **it is staff's recommendation to award the RFP contract for the Unified Development Ordinance (UDO) to Houseal Lavigne Associates for a commitment of \$140,610.00 with the understating that additional fees to be paid directly to enCode Plus in the amount of \$7,750 for 1st year maintenance and embedded calculator for a grand total of \$148,360, as outlined in the RFP submittal.** The award candidate will attend Tuesday's meeting for a brief presentation and to answer any questions the Council may have regarding this recommendation.

Resolution No. 2019-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH HOUSEAL LAVIGNE ASSOCIATES, LLC.**

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

WHEREAS, the City sought proposals for technical and professional services for the creation of a unified development ordinance for the City; and,

WHEREAS, after a thorough review of the proposals received, the City Council has determined that the proposal presented by Houseal Lavigne Associates, LLC. is in the best interest of the City and hereby approves an agreement for such services.

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

Section 1: That the *AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE UNITED CITY OF YORKVILLE, ILLINOIS AND HOUSEAL LAVIGNE ASSOCIATES, LLC.* between the City and Houseal Lavigne Associates, LLC. attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the City Administrator be and is hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

Section 2: 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 _____, 2019.

CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

MAYOR

**PROFESSIONAL SERVICES
AGREEMENT**

FEBRUARY __, 2019

BETWEEN

THE UNITED CITY OF YORKVILLE, ILLINOIS

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE UNITED CITY OF YORKVILLE, ILLINOIS
AND
HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and the UNITED CITY OF YORKVILLE, ILLINOIS, a municipal corporation of the State of ILLINOIS, whose mailing address is 800 Game Farm Road, Yorkville, Illinois 60560 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the *Yorkville Unified Development Ordinance* (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

B. Services to be Provided by the Client

All existing information, data, reports and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

C. Meetings and Consultant Visits

The CONSULTANT will attend meetings associated with the following tasks, and any additional meetings deemed reasonable and needed to complete the PROJECT, as outlined in Attachment A, *Scope of Services*.

- 1a: Project Initiation – Staff Meeting & Review of Preliminary Issues
- 1b: Planning and Zoning Commission Workshop
- 1c: Residential Areas Zoning Workshop
- 1d: Commercial and Industrial Areas Zoning Workshop

- 1e: Subdivision Ordinance Focus Group
- 2d: City Staff Working Session
- 2e: PZC Meeting
- 3e: Staff Review Meeting
- 3f: PZC Meeting
- 4b: Staff Review Meeting
- 5c: Staff Review Meeting
- 5d: PZC Meeting
- 6b: Staff Review and Meeting
- 6c: PZC Meeting
- 7b: Staff Review Meeting
- 7c: PZC Meeting
- 7e: Public Hearing
- 7f: City Council Presentation and Adoption

A meeting within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations and meetings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice requirements. Attendance at additional meetings will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT.

D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as follows:

- 1: Workshop Summaries
- 1: Project Website and online outreach platform (map.social) (optional)
- 2: Summary and presentation of outreach, research, and assessment
- 3: Draft Residential and Agricultural District Standards
- 3: Draft Commercial and Industrial District Standards
- 3: Draft Special District Standards (OS, PUD, Downtown Overlay)
- 3: Proposed Zoning Districts Map
- 4: Prelim Amendments for Parking, Landscaping, Development Standards, etc
- 5: Draft Modified Subdivision Design/Improvement Regulations
- 6: Draft Administrative, Applications, Approval, and Procedures
- 7: Draft UDO Ordinance

- 7: Revised UDO & Final Legal Review
- 7: City Council Presentation and Adoption
- 8: enCode Plus ready Yorkville UDO Document

The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic file copies.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

F. Consultant's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Article G (Hourly Rates) and Attachment A for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is \$140,610, including directly related job expenses. Directly related job expenses include, but are not limited to: travel, printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT.

The CONSULTANT will not exceed the "not to exceed amount" without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The

CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

G. Hourly Rates

The CONSULTANT reserves the right to increase the hourly charge rates, but only after one calendar year from the date of this AGREEMENT, provided however that the maximum CONSULTANT costs as provided in Section F shall not be exceeded. The CLIENT shall be notified at least 30 days in advance and increase must be agreed to in writing by both parties. Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A.

H. Method of Payment

The CONSULTANT will submit invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. The CONSULTANT will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice and in accordance with the governmental prompt payment act.

I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within twenty-four (24) months of delivery of

said executed AGREEMENT. The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CLIENT's representative; and twenty-one (21) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT.

J. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity,

fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT has an Affirmative Action program and shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Illinois and within the jurisdiction of Kendall County.

P. Client Representative to Consultant

The CLIENT designates Krysti J. Barksdale-Noble to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal and Nik Davis as the CONSULTANT's representatives to the CLIENT.

Q. Conflict of Interest

The CONSULTANT certifies that to the best of its knowledge no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

R. Default

If it should appear at any time that the CONSULTANT has failed, refused, or delayed to perform or satisfy the PROJECT or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the CONSULTANT's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by CONSULTANT. The City may require the CONSULTANT, within a reasonable time, to complete or correct all or any part of the PROJECT that is the subject of the Event of Default; and to take any or all other action necessary to bring the CONSULTANT and the PROJECT into compliance with this Agreement.
2. Termination of Agreement by City. The City may terminate this Agreement pursuant to Article K of this Agreement.
3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the CONSULTANT, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the CONSULTANT.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X _____

John A. Houseal, AICP
Principal

Date: _____

CLIENT:

UNITED CITY OF YORKVILLE

X _____

Name/Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Unified Development Ordinance for the United City of Yorkville.

Section 1

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the City, including GIS files and information.

Section 2

SCOPE OF WORK

Below is a detailed, step-by-step, Scope of Work for completing the United City of Yorkville's *Unified Development Ordinance (UDO)* assignment. The Scope of Work contains several steps, including staff meetings; public workshops; "best practices" research and applicability assessment; evaluation of neighborhoods, corridors, and districts; Planning and Zoning Commission and City Commission workshops and meetings, public hearings, development of "user-friendly" formats, and more.

Step 1: Project Initiation and Outreach

Step 1 represents the kick-off of the project and is designed to provide City staff and the consultant team with opportunities to set project expectations and protocols, convey issues and concerns with the existing code, and engage those who administer and are impacted by the code.

1a: Project Initiation – Staff Meeting & Review of Preliminary Issues

This step will include a meeting with City staff to review various aspects of the project, including the schedule, expectations of local appointed and elected leaders, and public outreach and adoption process. The meeting will also provide an opportunity for staff and consultants to discuss any issues related to the present ordinances already identified by staff. If necessary, staff may lead a driving tour of the City to point out specific instances where current zoning and subdivision regulations either conflict with or complement community development objectives.

1b: Planning and Zoning Commission Workshop

This step will include a workshop with City staff and the Planning and Zoning Commission (PZC) to identify, review, and discuss zoning related matters within the City. The PZC members have a unique perspective and insight into local zoning, planning, and development issues and will provide vital feedback and project focus. They also can articulate frustrations with current ordinances as policy tools, such as difficulties in navigating the document, unclear regulations, inconsistent references or definitions, issues with procedures and enforcement, etc.

1c: Residential Areas Zoning Workshop

A workshop will be conducted with City residents to identify, review, and discuss zoning and ordinance related matters pertaining to the City's residential areas/neighborhoods. Attendees could include residents, neighborhood groups, local builders, local residential architects, and more.

1d: Commercial and Industrial Areas Zoning Workshop

A workshop will be conducted with business owners and managers in the City. This workshop will allow the local business community to provide input regarding the impact of zoning and subdivision controls on their ability to invest in Yorkville, successfully operate a business, and meet the goals that the City has set forth for development. Attendees should include local business owners and managers, developers, local commercial and industrial property owners, and more.

1e: Subdivision Ordinance Focus Group

We will work with City staff and officials to identify various stakeholders with extensive experience and understanding of the existing Subdivision Ordinance, including members of the development community, engineers, and significant property owners. We will reconcile preliminary findings with stakeholder input to ensure that recommended changes to subdivision regulations are vetted with respect to development realities.

1f: Project Website

Houseal Lavigne is recognized as a leader in technology-based outreach and community engagement. For this assignment, we will work with City staff to determine requirements for a project website that can be used to provide information regarding the zoning update process and documents available for review and comment through the course of the project. As an alternative, we can work with existing City protocol to distribute materials for review through the PZC. The most appropriate approach will be determined through conversations with City staff during project initiation.

1g: map.social (Online Map-Based Engagement Platform) (Optional)

Should Yorkville see value in implementing a unique project website, as described in step 1F, we will feature map.social, an interactive web-based community issues mapping tool, on the project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with areas the project may affect in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the development of the UDO from the perspective of the community.

Step 2: Technical Analysis & Best Practices

Step 2 includes a full assessment of the current code, as well as the development of a conceptual approach to ensure that the new code addresses local issues and meets statutory requirements.

2a: Assessment of Existing Land Use Regulations

A detailed and thorough review of the City's existing ordinances, including Zoning and Subdivision Control Ordinances, Landscape Ordinance, Stormwater Management Ordinance, Appearance Code, Downtown Overlay Districts (adoption pending), and any other relevant ordinances, will be undertaken as a starting point for preparing the new ordinance. The existing code will also be evaluated with respect to the recommendations and objectives of the City's Comprehensive Plan and other adopted policies. This step will highlight areas where the existing zoning district boundaries and related regulations are inconsistent with either what is currently built or what is envisioned as expressed in adopted plans and policies. This will establish a framework for the calibration of regulations to meet these conditions.

2b: "Best Practices" Research and Assessment

Extensive research will be undertaken to assess the best practices from around the region and country relating to zoning, development, and subdivision regulations. These best practices will be evaluated for appropriateness and applicability to the Yorkville community. Traditional zoning, form-based codes, hybrid zoning, incentive zoning, planned unit development

ordinances, processes and procedures will all be examined for potential application to the City, its developed areas, and its anticipated growth areas. The result of this task will be a memorandum identifying relevant best practices and their potential application in Yorkville. The memorandum will include; a summary of issues identified through workshops conducted in Steps 1a-1d, a summary of the assessment of the current code conducted in Step 2a, and a conceptual approach to the new code that will address topics related to:

- District regulatory metrics and thresholds
- Structure and navigability of the code document
- The integration of tables, graphics and other tools to clarify regulations and standards
- The use of references to other portions of the City's municipal code
- Administrative procedures and processes, permits and approvals

2c: Form-based Code Applicability Analysis – Evaluation of Neighborhoods, Corridors, Districts

The United City of Yorkville is currently preparing a Downtown Overlay District with form-based regulations for Downtown Yorkville. This task will entail the evaluation and analysis of how applicable a form-based zoning approach may be to other areas of the City, such as commercial areas, corridors, residential areas and neighborhoods. It will consider the existing character of various residential and commercial areas, the vision as articulated in the Comprehensive Plan, and other factors that may impact the viability of form-based regulations and their implementation. In any case, this step will result in specific recommendations regarding the applicability and implementation of form-based regulations that will be highlighted in dialogue with the PZC as a part of Step 2e.

2d: City Staff Working Session

We will conduct a working session with City staff to 1) review input and findings resulting from various workshops, staff comments and direction, the technical analysis of the existing code, and the legal review of the code, and 2) comprehensively review the existing code and identify an overall direction and outline to present to the PZC.

2e: PZC Meeting

This step entails a summary presentation to the PZC of the input received and issues identified in preceding steps. A preliminary approach will be also discussed, and the PZC will be invited to provide feedback regarding the proposed conceptual direction of the new code, and its responsiveness to local issues discussed thus far. This meeting will also include a conversation regarding the recommendations developed as a part of step 2c pertaining to the applicability of further form-based regulations.

Step 3: Draft District Standards & Concepts (existing Title 10: Ch. 3, 5 – 13)

Step 3 includes the development of draft zoning language for all districts identified in the existing code. During this step, we anticipate regular contact with City staff to review incremental recommendations and technical language. The PZC will be engaged at key points to provide input regarding general district regulations, then other regulations that complement the functionality and character of various districts. The creation of new districts and the elimination of some existing districts may be a part of this step.

3a: Draft Residential and Agricultural District Standards

Preliminary Residential and Agricultural District Standards will be prepared for local consideration and discussion, based on community feedback, research and assessment, and community goals and objectives. This phase of the UDO process will focus on district issues and will be presented in an easy to use manner—enabling residents, builders, City officials, and staff to effectively implement the new regulations. This step will include use classifications and standards related to height, coverage, setback, and more.

3b: Draft Commercial and Industrial District Standards

Preliminary Commercial and Industrial District Standards will be prepared, similar to Step 3a, however this phase of the UDO process will focus on the City's non-residential areas. These draft standards are intended to respond to the needs of business owners in a manner that is balanced with other City objectives. Both the form and function of the City's commercial and industrial areas will be effectively addressed with the new regulations, in a manner consistent with the priorities of the 2016 Comprehensive Plan. This step will include use classifications and standards related to height, coverage, setback, and more.

3c: Special District Standards (OS, Downtown Overlay)

Preliminary District Standards will be prepared for special districts including Open Space, Downtown Overlay districts, and any new overlays. We will work with City staff to carefully review these districts to identify specific problems or concerns that need to be addressed and then prepare standards that improve the efficiency and effectiveness of the special districts as tools to help the City implement its priorities and Comprehensive Plan recommendations.

3d. Proposed Zoning Districts Map

Consistent with proposed zoning districts, an official zoning map will be prepared for consideration. The map could reflect new districts, boundary changes to existing districts, or the elimination of some districts.

3e: Staff Review Meeting

This step will include a meeting or conference call with City staff to review the draft district regulations, and any proposed map changes. Appropriate modifications will be made prior to presentation to the PZC.

3f: PZC Meeting

A meeting will be conducted with the PZC to review and discuss the Draft district standards. Appropriate revisions will be made based on PZC review and discussion.

Step 4: General Development Standards

(exist Title 10: Ch. 14, 16-20, Landscaping, Stormwater Management, Appearance Codes)

Step 4 includes the drafting of sections of the code related to “development standards of general applicability”. These will include the drafting of sections of the code and regulations that impact all districts, including regulations related to general site development standards, landscaping standards, use-specific regulations, parking design and capacity, and design and location standards. Each set of standards and regulations will include the creation of relevant graphics to illustrate regulatory concepts and standards.

4a: Preliminary Amendments for Parking, Landscaping, Development Standards, etc.

Preliminary amendments for several “non-district” sections of the code will be prepared for local consideration and discussion. These will likely include but not be limited to parking, loading, landscaping, telecommunications infrastructure, alternative energy, definitions, and more. This step will also involve updates and revisions to the sign ordinance.

4b: Staff Review Meeting

This task will include a meeting or conference call with City staff to review the draft standards for general development. Appropriate modifications will be made prior to presentation to the PZC.

Step 5: Draft Subdivision Design/Improvements (existing Title 11)

Step 5 includes modifications to the subdivision code to ensure that it aligns with zoning regulations, the goals of the Comprehensive Plan, and the direction set forth for the new Unified Development Ordinance.

5a: Review of Subdivision Code for Compatibility and Best Practices

This Step includes the review of the subdivision control ordinance to ensure that its procedures, requirements and standards align with the Comprehensive Plan and national best practices, as it relates to parks and infrastructure provisions, street and lot dimensions, review and permitting procedures, and approval and appeals, and more.

5b: Draft Modified Subdivision Design/Improvement Regulations

This step includes the drafting of a modified subdivision code that reflects input from previous steps.

5c: Staff Review Meeting

This step will include a meeting or conference call with City staff to review revisions to subdivision design/improvement regulations prior to incorporation into the Unified Development Ordinance. Appropriate modifications will be made prior to presentation to the PZC.

5d: PZC Meeting

A meeting will be conducted with City staff and the PZC to review and discuss draft language developed as part of Steps 4 and 5. At this point in the process, the PZC will be engaged to discuss the regulations guiding development in each district, supplemental regulations, and subdivision regulations applicable throughout the City. Appropriate revisions will be made based on PZC review and discussion.

Step 6: Administrative and Procedural Standards (existing Title 10: Ch. 1 – 2, 4, 15)

Step 6 includes the drafting of sections of the code related to administrative processes and support materials. This section will seek to maximize the efficiency of zoning review so that development quality in Yorkville can be improved and permitted, including updates to non-conformity regulations, and procedural requirements for applicants, review standards, and processes for various zoning adjustments (variations, amendments, special uses, planned unit developments, and more). This step also includes the drafting of definitions that will support regulatory concepts and minimize the likelihood of inconsistent interpretation of regulations. Additionally, any relevant graphics will be created to illustrate procedural steps or concepts that

could otherwise be subject to interpretation.

6a: Draft Administrative, Applications, Approval, and Procedures

This step will result in recommendations for application and approval procedures. It will also include flow charts and diagrams clearly articulating such procedures in order to ensure that applicants and code administrators understand who is responsible for various recommendations or approvals.

6b: Staff Review Meeting

This step will include a meeting or conference call with City staff to review the draft administrative and procedural standards. Appropriate modifications will be made prior to presentation to the PZC.

6c: PZC Meeting

A meeting will be conducted with City staff and the PZC to review and discuss draft language developed as part of Step 6, as it applies to processes and procedures. Appropriate revisions will be made based on PZC review and discussion.

Step 7: Draft and Final UDO

Step 7 includes the delivery of the Draft Unified Development Ordinance, review and revisions to the Draft UDO, and presentation and adoption of the Final UDO.

7a: Draft UDO Ordinance

The draft Unified Development Ordinance will be prepared for local consideration and discussion, based on feedback from previous steps in the planning process.

7b: Staff Review and Meeting

A meeting or conference call will be conducted with City staff to review and discuss the Draft UDO. Appropriate revisions will be made based on staff review and discussion. A revised Draft UDO will be prepared for PZC review and discussion.

7c: PZC Meeting

A meeting will be conducted with the PZC to review and discuss the Draft Unified Development Ordinance. Appropriate revisions will be made based on PZC feedback.

7d: Revised UDO & Final Legal Review

Based on discussion and feedback from staff and the PZC, the revised draft ordinance will be prepared for public hearing. At this time, the City Attorney will also conduct a final legal review to ensure that any modifications are in line with statutory requirements.

7e: Public Hearing

A Planning and Zoning Commission public hearing will be conducted consider and recommend action on the draft Unified Development Ordinance.

7f: City Council Presentation and Adoption

Following the public hearing and the recommendation of the PZC, appropriate revisions will be

made, and the Final Unified Development Ordinance will be presented to the City Council for adoption.

Step 8: Web-Based “Smart Code” Integration

Step 8 includes the creation of an online web-based “smart code” version of the UDO with interactive, site specific zoning analysis capabilities. Houseal Lavigne proposes the following web-based “smart code” option, detailed below.

enCode Plus

enCode Plus is a web-based document presentation and content management system that is designed to ease navigation, understanding, and use of zoning regulations. Pricing for the use of this system after the UDO is adopted varies based on yearly maintenance fees and optional features. Fees associated with these features will be directly billed from encode plus.

Section 3

HOURLY RATES

Houseal Lavigne Associates Hourly Rates

John Houseal.....	\$205
Nik Davis.....	\$185
Carly Petersen	\$120
Jackie Wells.....	\$110
Trisha Stevens.....	\$110

United City of Yorkville, Illinois
**Unified Development Ordinance
Proposal**

December 7, 2018





December 7, 2018

Krysti J. Barksdale-Noble
Community Development Director
Unified City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Dear Ms. Barksdale-Noble,

On behalf of **Houseal Lavigne**, I am pleased to submit this proposal for the preparation of a Unified Development Ordinance (UDO) for the United City of Yorkville. Our depth of experience with the preparation of traditional and form-based codes, as well as design guidelines, for communities throughout the region, and the rest of the United States, makes us uniquely qualified to assist the City with this important project.

Our firm's approach to zoning will balance several important considerations, including the vision for the community as established in its 2016 Comprehensive Plan, the currently underway Downtown Overlay District and streetscape master plan guidelines, and local and regional market realities that will dictate future development. The UDO will create an ordinance environment intended to balance development with the existing form of the community, neighborhood context, site characteristics, and infrastructure and environmental capacities.

We don't presume one zoning approach will be best for a given community. Rather, we bring the expertise necessary to effectively balance euclidean zoning, form-based regulations, modernized design guidelines, performance-based standards, and simple, streamlined review processes into a code that is reflective of local opportunities and priorities. But no matter the context, a zoning code that is clear, concise, easy to use and understand, cooperatively developed, and directly supportive of the City's goals—are the hallmarks of our approach to zoning.

In addition to our community specific approach, Houseal Lavigne is nationally recognized for the integration of technology and graphics in planning and zoning. We strive to take the guesswork out of zoning by using a graphic approach to better communicate regulations in a user-friendly, easy-to-understand, and attractive manner. Our tables, flowcharts, diagrams, plans, and 3D visualizations have the ability to clearly detail every aspect of a zoning code, including bulk and site standards, development standards, use provisions, administrative procedures, and definitions, so that residents, builders, and developers can understand the intent of regulations, and staff, appointed officials, and elected leaders can interpret and administer the code consistently. We will utilize web-based and face-to-face public outreach to engage the Yorkville community and better understand the key issues and potential impacts of development regulations. At the request of the City, the final UDO will be delivered as a web-based "smart code", integrating enCodePlus technology, with optional features available.

We appreciate the opportunity to be considered for this important project and look forward to the prospect of working with you and the Yorkville community on the development of the City's Unified Development Ordinance. If you have any questions regarding this submittal, please do not hesitate to contact me.

Sincerely,

Houseal Lavigne

John Houseal, FAICP

Principal

**HOUSEAL LAVIGNE
ASSOCIATES, LLC**

CHICAGO, IL
188 West Randolph Street, Suite 200
Chicago, Illinois 60601
(312) 372-1008

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PROPOSAL SIGNATURE FORM

The undersigned, as proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below.

Proposals shall include all fees required.

Note: terms are firm for 90 days.

TOTAL PRICE: \$140,610 (includes Yorkville's one-time enCodePlus initiation fee)

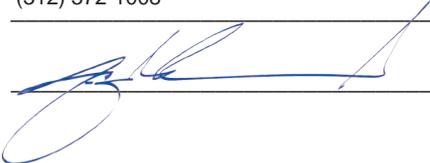
FIRM NAME: Houseal Lavigne

DATE: 12/07/18

ADDRESS: 188 W. Randolph Street

Chicago, IL

TELEPHONE: (312) 372-1008

SIGNATURE: 

(Person executing response & official capacity)

SECTION 1
EXECUTIVE SUMMARY

SECTION 1

EXECUTIVE SUMMARY

The staff proposed for the United City of Yorkville’s Unified Development Ordinance (UDO) project is made up of a team of professionals with specialized expertise in all areas of zoning, community outreach and engagement, comprehensive and strategic plan recommendation implementation, design standards, and efficient administrative and enforcement procedure development. Our Key Staff have been specifically chosen to provide the United City of Yorkville with a responsive, effective, creative, and user-friendly ordinance for this important project.



Houseal Lavigne is an award-winning, innovation-based consulting firm specializing in all areas of zoning, community planning, urban design, and economic development. Houseal Lavigne has distinguished itself as an industry leader in technology and innovation and is recognized nationally for its zoning, outreach, plans, and graphics. Houseal Lavigne has worked with more than 300 communities across the country and has unparalleled experience in a wide variety of planning, zoning, and design projects. Houseal Lavigne prides itself on creativity, collaboration, and delivery of quality. Our Team’s approach prioritizes strong relationships, the exchange of ideas, embracing creativity, and commitment to the integration of technology, innovation, and best practices.

Since our firm’s inception, Houseal Lavigne has received 12 awards for “Best Plan” from several state chapters of the American Planning Association (APA) and was awarded the APA’s 2014 National Planning Excellence Award for an Emerging Planning and Design Firm. This prestigious award recognizes our innovative planning approach, targeted implementation strategies, creative and effective outreach, integration of emergent technologies, industry-leading graphic communication, and overall influence on the professional planning profession across the United States.

Firm Information

Houseal Lavigne
 188 W. Randolph St., Suite 200
 Chicago, IL 60601
 (312) 372-1008

Primary Contact

John Houseal, FAICP
 Principal
 jhouseal@hlplanning.com
 (312) 372-1008 x 101



RECENT AWARDS

2018

IL APA Healthy Active Community Award
 Healthy Chicago 2.0

Special Achievement in GIS Award (Esri)
 Oshkosh Corporation World Headquarters /
 Lakeshore Redevelopment

VA APA - Commonwealth Plan of the Year Award
 Bristol Comprehensive Plan

2017

IL APA - Outreach Award
 Envision Oak Park Comprehensive Plan

2016

MN APA - Innovation Award
 St. Cloud Comprehensive Plan

2015

MI APA - Daniel Burnham Award (Best Plan)
 Imagine Flint Master Plan

2014

American Planning Association
 National Planning Excellence Award
 for an Emerging Planning & Design Firm

MI APA - Planning Excellence Award for Public
 Outreach - Imagine Flint Master Plan

IA APA - Daniel Burnham Award (Best Plan)
 Coralville Community Plan

2013

Kane County Plan of the Year Award
 City of St. Charles Comprehensive Plan

2012

IL APA - Daniel Burnham Award (Best Plan)
 Village of Downers Grove Comprehensive Plan

ACEC Illinois - Merit Award - Studies & Research
 IL 47 Corridor Plan



SERVICES

Comprehensive Planning

Downtown Planning

Transit-Oriented Development

Corridor Planning

Neighborhood &
Subarea Planning

Zoning/Regulatory Controls

Design Guidelines

Land Planning & Site Design

Park, Recreation &
Trail Master Planning

Market & Demographic Analysis

Fiscal/Economic Impact Analysis

Development Services

Retainer Services

Firm Profile

Houseal Lavigne is an award-winning consulting firm specializing in all areas of community planning, economic development and urban design, with expertise in comprehensive planning, corridor planning, downtown planning, neighborhood planning, zoning, market analysis, project implementation and financing, and citizen engagement. We strive for a true collaboration of disciplines and talents, infusing all of our projects with creativity, realism, and insight.

Houseal Lavigne provides a fresh approach to urban planning, a strong foundation in contemporary development practices, an insightful understanding of market and economic analysis, and an effective ability to conduct engaging community outreach. Our firm is able to meet the unique challenges of any planning project and develop creative solutions that ensure compatibility between both the existing and the new, and the built and natural environments.

Houseal Lavigne provides services ranging from detailed economic analysis to long-term community visioning; from smaller site planning and design projects to larger regional studies; from creating exciting new transit-oriented development plans to revitalizing historic downtowns; and from shaping broad community strategies to creating context-sensitive zoning regulations.

Houseal Lavigne consists of a team dedicated professionals experienced in community planning, urban design, and economic development. Our firm has worked with more than 250 communities in states across the country, providing professional planning services for both public and private sector clients.

Houseal Lavigne is founded on a set of core principles that, when combined with our professional experience and expertise, creates a consulting firm that stands above the rest. These principles include Better Community Outreach, Commitment to Creativity, Graphic Communication, Technology Integration, and Client Satisfaction.

Firm History

Houseal Lavigne was founded in 2004 by John Houseal and Devin Lavigne. John and Devin first began working together in 2001 at the planning firm Trkla, Pettigrew, Allen & Payne (TPAP) where John served as a firm Principal and Devin as a Senior Associate. In 2003, TPAP was acquired by URS Corporation where John was promoted to Midwest Director of Urban Planning and Devin to Planning Manager of the Chicago office. In November 2004, they left URS to establish Houseal Lavigne. Despite a sluggish national economy, Houseal Lavigne has flourished, growing from the two founders working in a small room to a staff of 16 in a Downtown Chicago office working in 21 states throughout the nation.

Approach to Planning

The Houseal Lavigne team stands apart from other consultants with our understanding of the importance of the Unified Development Code assignment. We have nation-wide experience working with communities to develop new zoning and development regulations consistent with its comprehensive plan and see that it is implemented. Our expertise is built on a foundation of professional experience, sound planning and a track record of award-winning projects. Our approach combines extensive community outreach and participation, highly illustrative and user-friendly maps and graphics, and utilization of cutting-edge technologies. Our approach to this assignment will include and be guided by the following core principles:

Focus on Urban Planning and Zoning. Houseal Lavigne specializes in community planning and writing user-friendly zoning ordinances. Our focus and size allow us to provide the creativity, flexibility, and responsiveness needed, without wasting precious resources.

Foundation of Experience. Houseal Lavigne has extensive experience in community planning, visioning and goal setting, implementation strategies, comprehensive planning, economic development studies, urban design, and more. We have directed, managed, and assisted with similar planning assignments for communities across the country.

Engaging Community Outreach. One of our greatest strengths is our ability to design and conduct engaging and effective community outreach. It is a vital part of all of our planning projects. It is important that all interested persons have the ability to participate in the planning process and to know they have been heard. We believe strongly in fostering a stewardship for the community and achieving a high level of community consensus for planning initiatives.

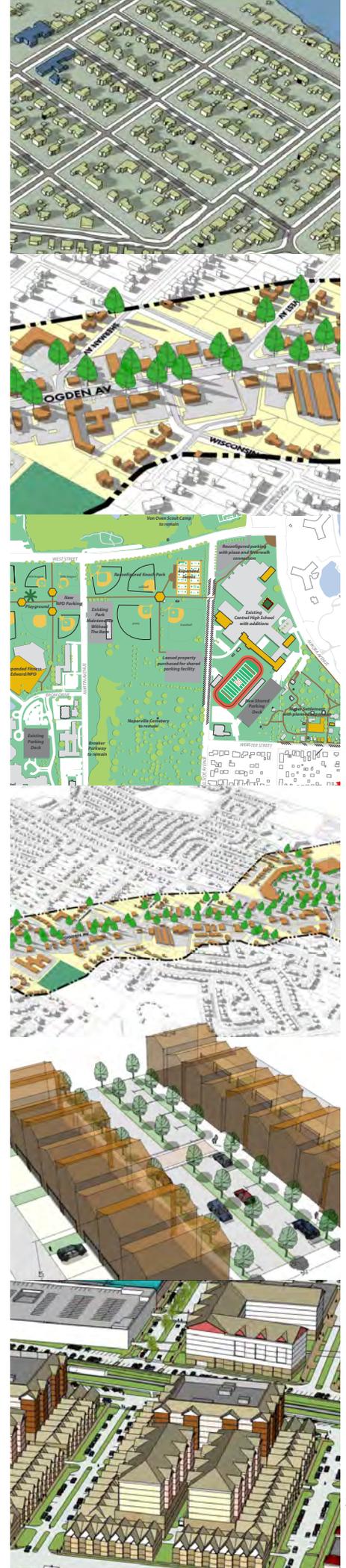
Illustrative Format and Quality Graphics. All our projects incorporate a highly illustrative and graphic approach to communicating planning and development policies and recommendations. The results of this approach are reports and plans that are attractive, distinctive, and easy to use and understand.

Technology Integration. Integrating appropriate technologies can greatly improve the planning process and product. We specialize in the use of GIS, designing and hosting project websites, online surveys, keypad polling, and utilizing 3d rendering to improve planning and development concepts. When designed and managed appropriately, these technologies greatly improve communication and involvement with the public.

Vision, Creativity, and Innovation. We believe vision and creativity are among the most important components of good planning and design. Too often, vision and creativity are lacking in the planning process and final planning product. With the help of the community, we will establish a “vision” that captures the local spirit and character. Our fresh approach to planning and development will broaden the range of available options and maximize the potential of community resources.

Targeted Implementation. Identifying the “next steps” to be taken is an important part of any good plan. Plans are not meant to sit idle on a shelf, but should be used on a regular and on-going basis as a foundation for decision-making. Our plans identify key implementation steps that should be taken to “jump start” the ultimate realization of a plan’s vision and recommendations.

Commitment to Client Satisfaction. Our Firm’s primary focus is on client satisfaction. We pride ourselves on our professional relationships, reputation, and client references. We develop strong relationships with our clients and are often considered to be an extension of staff. We are responsive to clients’ concerns, we are available at anytime to assist with unforeseen events and issues, and we are committed to doing whatever it takes to serve the client.



Project Understanding

The United City of Yorkville Comprehensive Plan, updated in 2016, establishes policies and strategies to guide the community's growth and development. The Plan identified zoning considerations to ensure that development regulations are made consistent with the Comprehensive Plan's goals and objectives. The Unified Development Ordinance (UDO) needs to address the specific considerations and recommendations from the Comprehensive Plan, including allowances for new use and density provisions, updated subdivision regulations, and streamlined review and approval processes, among many others.

The Zoning Ordinance was adopted in its entirety in 1974 and a major revision was adopted in November 2014. At present, the ordinance is not a simple-to-follow resource for the City, its residents, and prospective developers—as it should be. **Houseal Lavigne** will create a consolidated zoning district ordinance that better illustrates individual districts and organizes regulations and standards for those districts for easy access and interpretation. It is important to recognize that there are opportunities in a properly drafted zoning code that can actually remove barriers to investment, providing more flexible standards and clearer expectations for potential developments, while still meeting the community needs.

Yorkville has experienced a period of rapid growth with a changing built landscape. The new ordinance must utilize the latest planning strategies to balance development projects with the existing form of the community. Modernized development standards are a means through which the City can start to realize its vision for the future. The new UDO will help guide Yorkville towards a better form of development, including landscaping, parking, signs, and more. Other local land use regulations were adopted as individual ordinances



outside of the Zoning Ordinance, including standalone landscaping, appearance, and stormwater management ordinances. This disconnected structure makes the code difficult to interpret and can cause inconsistencies, contradictions, and ambiguity. By cross-referencing and combining all land use and subdivision regulations, the new UDO will eliminate interpretation problems, provide much needed clarity, and better outcomes for built form.

Form-based code regulations are very important for high-visibility areas like Downtown Yorkville, and the Downtown Yorkville Overlay district will be an important component of the UDO. While additional zoning overlays may be necessary, form-based regulations may not fit all other areas and districts in the community. A common zoning practice is the use of a “hybrid” code that unites form-based standards with traditional zoning elements. The result is a unified development ordinance that can meet the City’s goals with regards to aesthetics, design, and land use, with integrated graphics, renderings, illustrations, flowcharts, and tables for ease of use and understanding.

Our team’s methods, described in the project Scope of Work, will encourage the community of the United City of Yorkville to consider important questions about the future of development, and the type of zoning that can best meet their objectives related to land use, design elements, and administrative process. The final ordinance will be a “contemporary” code that uses clear language, identifies and corrects problems with the current code, and leaves the City in a better position to interpret, administer, and enforce their regulations.



SECTION 2
ORGANIZATIONAL PROFILE & PROJECT TEAM

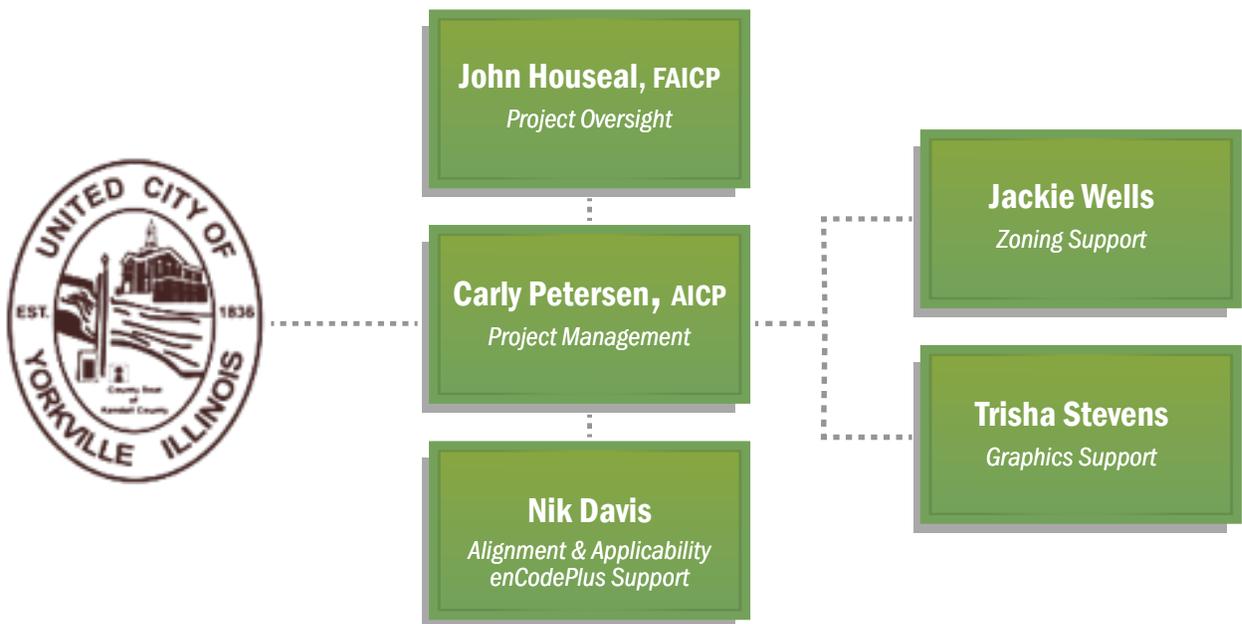
SECTION 2

ORGANIZATIONAL PROFILE & CONSULTANT TEAM

The professional staff **Houseal Lavigne** proposes to assist the United City of Yorkville provides a collaboration of the disciplines and expertise necessary to undertake this zoning rewrite project. Our team is committed to developing creative solutions that ensure compatibility between the existing, new, built, and natural environments; providing Yorkville with consistent interpretations of its new Unified Development Ordinance; and implementing the intended outcome of its 2016 Comprehensive Plan. The following pages provide information regarding Houseal Lavigne’s key personnel that will be assigned to the Unified City of Yorkville’s UDO assignment.

For this project, **John Houseal** will provide project oversight, and his experience and expertise will be leveraged as zoning text and approaches are developed and at key meetings and outreach efforts. **Nik Davis** will also be acting in an advisory role to ensure that the Yorkville UDO is rewritten in a manner that aligns with the City’s vision and is applicable and unique to the community through form-based code applicability analysis, design guideline recommendations, scenario testing and assessments, procedural modeling, and manage enCodePlus process. **Carly Petersen** will act as Project Manager and will be the primary contact person for staff. She will work with **Jackie Wells** in the research, diagnostics, and writing of the district and development standards, as well as the administration and procedures section of the code. **Trisha Stevens** will provide graphic support including, diagnostics, design and development standards, enCodePlus UDO document formatting, and maps and visualizations.

Organizational Chart



Note: Resumes for this proposed Consultant Team can be found in Section 7: Appendix

SECTION 3
PREVIOUS PROJECT EXPERIENCE

SECTION 3 PREVIOUS PROJECT EXPERIENCE

Houseal Lavigne has in-depth expertise and experience updating municipalities' zoning ordinances, including amendments; complete re-writes of entire code sections; developing entirely new ordinances; creating unified development ordinances, planned-unit development ordinances and overlay districts; landscape ordinances; sign ordinances; Zoning Board of Appeals and Plan Commission support and training; administrative and procedural components; and more. Our experience with zoning and development regulations, coupled with our extensive expertise in several other areas of planning (comprehensive planning, downtown planning, neighborhood planning, site planning and development review, corridor planning, and more) allows us to create a responsive, appropriate, modernized, and user-friendly UDO that both implements and reflects the City's vision, desires, and past planning efforts..

Zoning & Development Review

Houseal Lavigne has provided zoning and development review and ZBA and Plan Commission support on an on-going basis for several communities, including River Forest, IL, Oakbrook Terrace, IL, Palos Park, IL, Palos Heights, IL, Kenilworth, IL, Harwood Heights, IL, Sugar Grove, IL, and many more.

Expert Analysis & Testimony

In addition, John Houseal, Principal Director, has served as a zoning expert regarding zoning related matters for several municipalities, including Marion, IA, LaGrange, IL, Countryside, IL, Oakbrook Terrace, IL, Chicago, IL, and more.

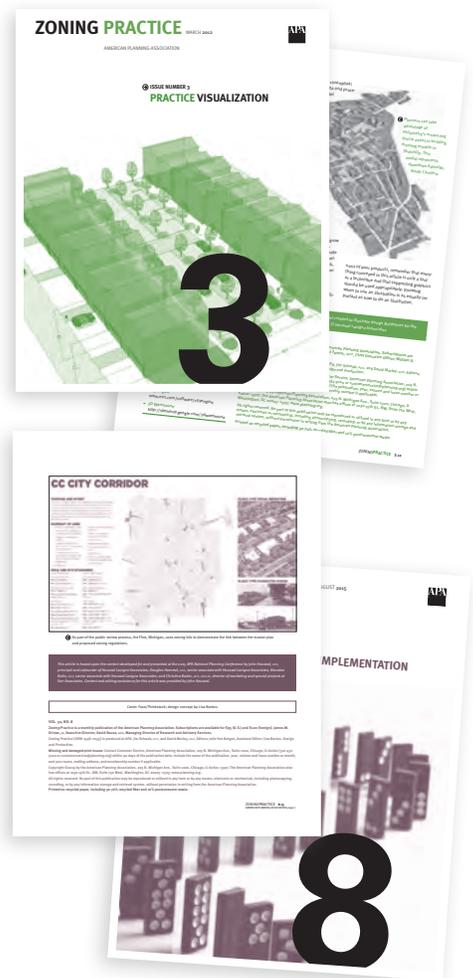
Traditional and Form-based Codes

Houseal Lavigne's staff has extensive experience in assisting communities throughout the country in developing **traditional or form-based development regulations**. Our balanced approach of local character assessment, standards development and testing, stakeholder outreach, and analysis of appropriate procedures and review commissions takes into account the complete process of drafting and implementing regulations that are most locally appropriate. Communities in which Houseal Lavigne has developed traditional or form-based codes include, but are not limited to:

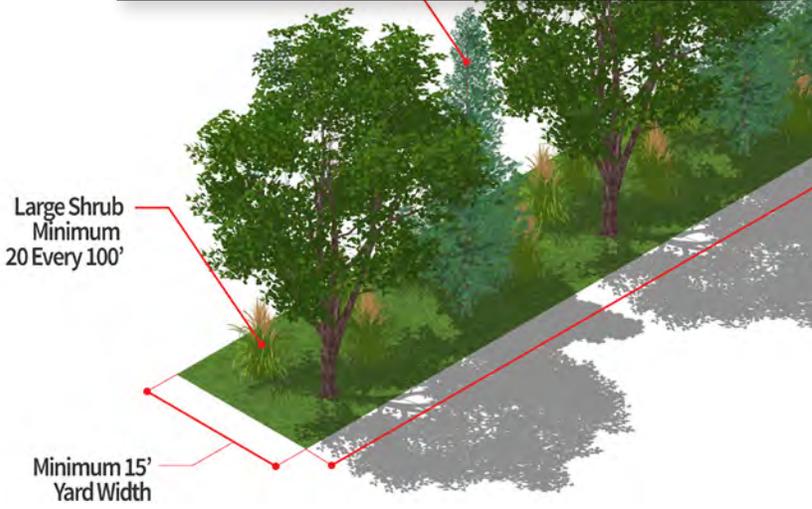
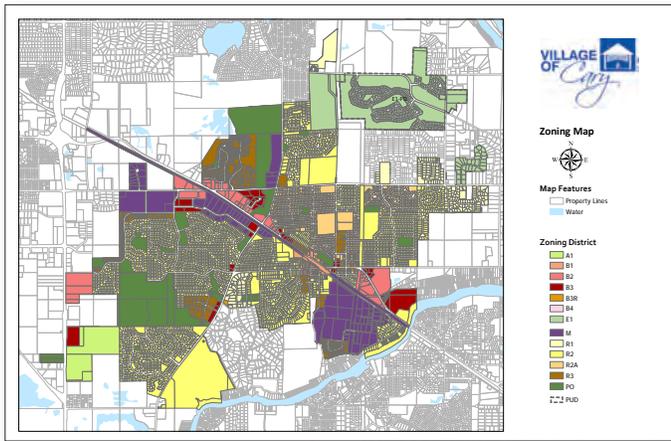
- Baltimore, MD*
- Benton Harbor, MI
- Buffalo, NY*
- Carpentersville, IL
- Cary, IL
- Chicago, IL
- Cleveland Heights, OH*
- Dunwoody, GA
- Elmhurst, IL
- Flint, MI
- Fort Dodge, IA*
- Harwood Heights, IL
- Hinsdale, IL
- Kenilworth, IL*
- La Grange Park, IL
- Marion, IA
- Melrose Park, IL
- Mundelein, IL*
- Muskogee, OK
- New Orleans, LA*
- Northbrook, IL
- Northfield, IL
- Oak Brook, IL
- Oak Brook Terrace, IL
- Oak Park, IL*
- Palos Park, IL
- Palos Heights, IL
- Park Ridge, IL*
- Richton Park, IL
- River Forest, IL
- Riverside, IL*
- Sunset Hills, MO
- Wilmette, IL*
- Winnebago County, IL*
- Winnetka, IL

Subject Matter Experts

Houseal Lavigne has authored technical articles featured in the American Planning Association's Zoning Practice publication. Topic of articles drafted by HLA staff include the integration of clear and user-friendly graphics in zoning ordinances, and the development of locally contextual and appropriate design guidelines and form-based codes.

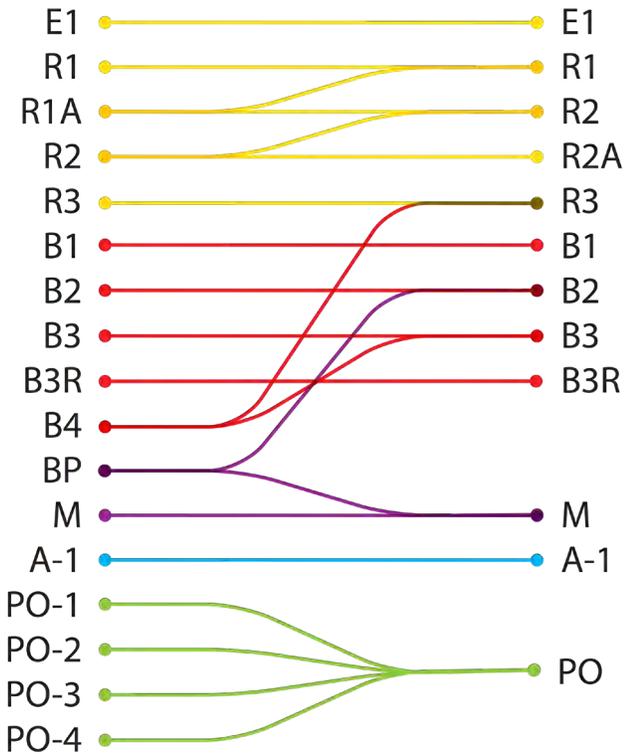


Note: An asteriks (*) indicates work performed while employed at an other firm.



EXISTING DISTRICTS

PROPOSED DISTRICTS



**Village of Cary, Illinois
Unified Development Ordinance**

After completing a recent Comprehensive Plan for the Village of Cary, **Houseal Lavigne** updated the Village’s existing zoning ordinance to reflect the goals and vision established in that plan. The project involved transforming the Village’s zoning ordinance into a unified development ordinance (UDO), addressing issues such as adding and consolidating districts based on nonconformities analysis, modernizing parking and landscaping standards, updating subdivision regulations to support the development of walkable neighborhoods, and rewriting the sign ordinance to comply with Reed vs. the Town of Gilbert.

City of Dunwoody, Georgia Zoning Ordinance Update

Houseal Lavigne, as part of a professional consultant team, assisted the City of Dunwoody with an update to its zoning ordinance. Dunwoody is located approximately 13 miles north of Downtown Atlanta, and is a thriving community with quality neighborhoods, high-end office development, and regional access via I-285. Dunwoody Village is the heart of the community, and includes retail, office, and residential development.

Based on our previous experience on the Dunwoody Village Master Plan, Houseal Lavigne was charged with drafting form-based development regulations for the Dunwoody Village area and creating zoning graphics for the entirety of the new code. The form-based regulations aimed to preserve the southern colonial architecture style prevalent in Dunwoody Village, support multi-modal mobility and the City's investment in the Dunwoody Village Parkway complete street, and minimize the visual impacts of parking lots through site planning and landscaping standards. The graphics created for the code include plans, elevations and 3D visualizations of architectural elements, site design and building location standards, landscaping materials and buffers, and waterway protection areas.





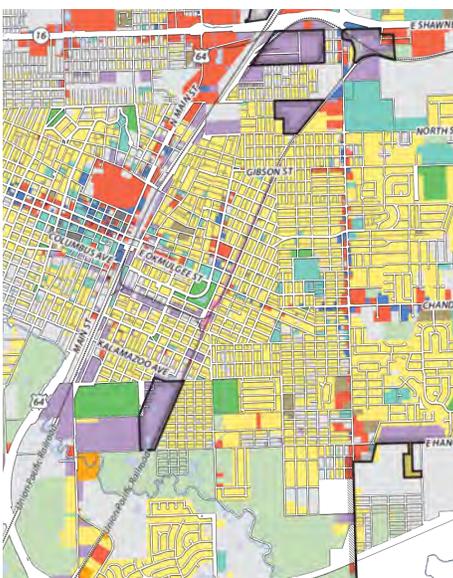
Village of Kenilworth, Illinois Zoning Ordinance Update / Design & Development Guidelines

Houseal Lavigne, in addition to the City’s Comprehensive Plan, created a set of detailed Design & Development Guidelines for a small and struggling commercial district. These Guidelines are intended to be used by Village staff when first sitting down with a developer to discuss an idea or concept, and by the Plan Commission and Village Board when evaluating and considering a more specific development proposal. The Guidelines address architectural style; building height; bulk and orientation; building materials; roofs and rooflines; doors, windows and ornamentation; pedestrian realm; parking and service areas; lighting and landscaping; and business signage and awnings. These Guidelines were designed to assist in preserving the unique architectural legacy of the Village while simultaneously allowing for select infill redevelopment. Although there exists some architecturally significant commercial structures along the corridor, many of the existing buildings and sites are underutilized, in poor condition, and are prime candidates for redevelopment.



Village of Carpentersville, Illinois Zoning Ordinance Update, Planned Unit Development Ordinance & Design and Development Guidelines

As part of a larger comprehensive plan assignment, which won the American Planning Association’s Illinois Chapter Award for “Best Plan”, **Houseal Lavigne** prepared Carpentersville’s first ever Planned Unit Development Ordinance (PUD), design and development guidelines, and a completely updated zoning ordinance. The PUD ordinance governs all large-scale, complex, or strategically-located developments, while the guidelines set standards of review to be met for all such developments. In addition, a complete overhaul of the Village’s residential districts, including single family detached, single-family attached, and multi-family residential districts was performed to contain specific development and design standards that carry the full weight of a standard zoning regulation. Since then, the Village has also engaged Houseal Lavigne to undertake a complete re-write of the commercial, industrial, and institutional district sections of the zoning ordinance.



City of Muskogee, Oklahoma Comprehensive Plan & Zoning Ordinance

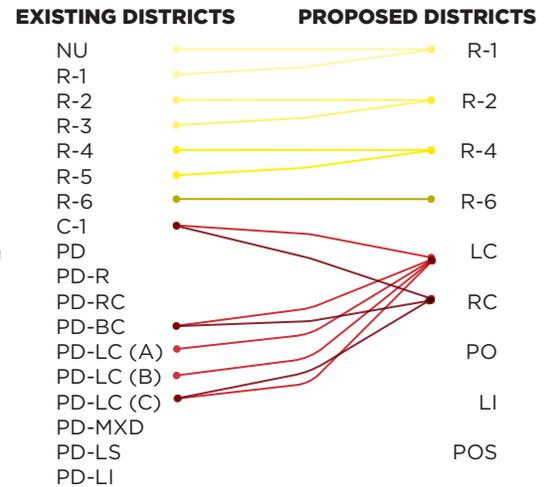
Houseal Lavigne was retained by the City of Muskogee, Oklahoma to update the City’s Comprehensive Plan and Zoning Ordinance. The City is home to one of the most inland ports in the country and includes several major employers, healthcare facilities and universities. While the City has many assets it also has several challenges including an aging downtown and several commercial corridors and neighborhoods in need of improvement. Issues related to growth and annexation and extension of city services are an important consideration of the updated Comprehensive Plan.

Of particular concern to the community is a zoning ordinance that includes districts and classifications that are no longer relevant. Code enforcement is also a growing issue for the community. As part of our engagement and immediately following the adoption of the Comprehensive Plan we will begin work on updating the City’s Zoning Ordinance and addressing code enforcement issues.

City Sunset Hills, Missouri Comprehensive Plan & Zoning Ordinance Update

Houseal Lavigne prepared a comprehensive plan that included detailed subarea plans for the City's three major corridors, Watson Road, Lindbergh Boulevard and Gravois Road. The planning process included extensive community outreach including separate meeting for each of the corridors. In that there was ongoing development pressure within each of the corridor study areas, including proposed transportation improvements, the subarea planning process was expedited. This allowed the City to proceed with planning and review of pending development.

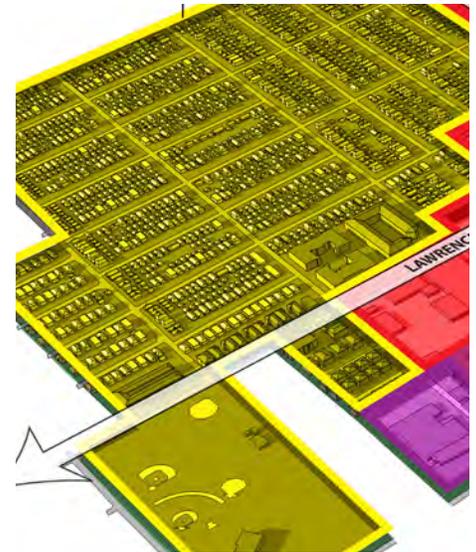
Following plan adoption, Houseal Lavigne began working on a revision to the City's zoning ordinance. The City has also engaged the firm to prepare development concepts for potential redevelopment sites within the Lindbergh and Watson corridors.



Village of Harwood Heights, Illinois Zoning Ordinance

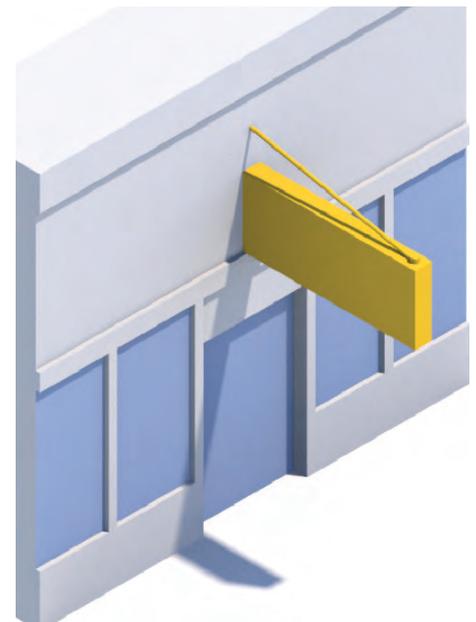
Houseal Lavigne completed the Land Use and Airport Compatibility Plan for the Village of Harwood Heights, which included the creation of a new Comprehensive Plan and Zoning Ordinance. The goals of the new Comprehensive Plan (adopted in 2011) are to mitigate future land use conflicts, remediate existing conflicts, and leverage opportunities for economic growth, ensuring future prosperity and a high quality of life for Village residents.

As part of the project, Houseal Lavigne also created an entirely new zoning ordinance to ensure that desired land use and development was being promoted in a strategic manner. The new community strategy, guided by the new comprehensive plan and zoning ordinance, has already yielded significant benefits as once dilapidated industrial areas are now being entitled and developed into highly successful commercial and retail development. The new Comprehensive Plan and Zoning Ordinance are effectively serving as tools of community transformation.



Village of Richton Park, Illinois Comprehensive Plan & Zoning Ordinance Update

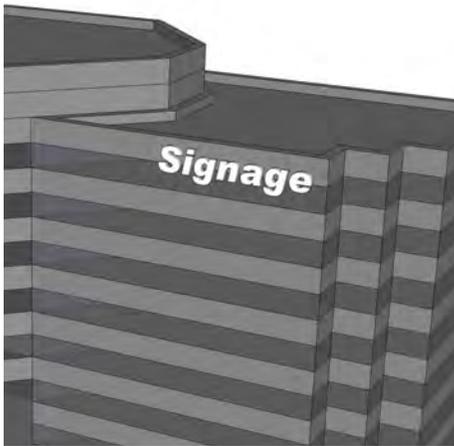
Richton Park is located approximately 27 miles south of Downtown Chicago, and is at the fringe of regional development in the south suburbs. **Houseal Lavigne** assisted the Village of Richton Park with an update to its Comprehensive Plan and Zoning Ordinance through the grant provided by the Chicago Metropolitan Agency for Planning (CMAP). The Comprehensive Plan focuses on stabilizing and preserving existing neighborhoods while ensuring that anticipated community development respects the character of the Village and its important natural features. The Plan includes a subarea plan for Sauk Trail Road, an emerging commercial corridor that links the community's Town Center an interchange with I-55. This subarea plan identifies opportunities for the Village to take advantage of recent civic investment in order to revitalize aging commercial development. The Comprehensive Plan is serving as the foundation for an update to the Zoning ordinance that will consider sustainable development, community character, active transportation, and other priorities identified through the planning process.





Village of River Forest, Illinois Comprehensive Plan & Zoning Ordinance Update

The Village of River Forest is a mature community noted for its historic homes, beautiful neighborhoods, and tree lined streets. **Houseal Lavigne** has worked on several zoning related projects within the Village of River Forest. Most recently, we have assisted the Village with major amendments to the Single-Family Residential Districts. The purpose of the study was to establish residential zoning standards that: (1) Provide for more creativity and flexibility in the design of homes; (2) Encourage the rehabilitation and expansion of existing homes rather than the demolition and replacement of existing homes; and (3) Encourage new construction and additions that are respectful of and more in character with the established River Forest neighborhoods. Working with an Ad Hoc Committee comprised of six area architects, two Plan Commission members, and two Zoning Board of Appeals members, we developed new zoning standards addressing floor area ratio, height, setbacks, garage location and articulation, “canyon effect”, basements, and more.



Village of Oak Brook, Illinois 22nd Street / Commercial Corridor Plan, Sign Ordinance & PUD Ordinance

Suffering from an outdated zoning ordinance and sign code, business and developers in Oak Brook were unable to appropriately sign building and development sites in a manner that accommodated the needs of tenants. Also, due to a lack of any planned unit development (PUD) ordinance, creative development was not being effectively accommodated. The Village retained **Houseal Lavigne**, as part of a larger corridor plan project, to develop a new sign ordinance and PUD ordinance that creatively addressed the unique needs of the business community, including contemporary development practices, mixed-use development, identification signage along I-290, high rise office building signage, office campuses, signage for large-scale mixed-use shopping centers, and much more.



Village of Hinsdale, Illinois Ogden Avenue Corridor Plan & Overlay District

As the Village’s prominent gateway and economic engine, the Ogden Avenue Corridor was not reflective of the character and quality of the Hinsdale community. Further, the Corridor was suffering from “dated” development insufficient to accommodate contemporary tenant requirements. The Ogden Avenue Corridor Plan, prepared by **Houseal Lavigne** created two distinct overlay districts as a foundation for the development of form-based zoning, established design and development guidelines to ensure the appropriate character and quality of new development, and identified strategies to improve the safety, mobility, and appearance of the Corridor.

	B3-3				Impacts of Downzo
	Bldg Sq Ft	Com Sq Ft	# of DU	DU Sq Ft	
0	7,500	1,500	3	2,000	Dwelling unit sizes limiting the total nu more dwelling unit be nearly 13%. (34
0	15,000	2,500	8	1,563	
0	30,000	5,000	16	1,563	
8	9,375	1,875	4	1,875	Dwelling unit sizes buildings will aven buildings in B3-2. in B3-2 buildings.
3	18,750	3,125	10	1,563	
3	37,500	6,250	20	1,563	
3	11,250	2,250	5	1,800	Dwelling units in th B3-3 District. There

City of Chicago, Illinois Broadway Avenue Zoning & Market Analysis

The City of Chicago’s zoning reform in 2004 resulted in a neighborhood split over the most appropriate zoning of Broadway Avenue, between Foster Avenue and Devon Avenue. **Houseal Lavigne**, working with Loyola University and the City of Chicago, undertook a comprehensive analysis of the impacts of downzoning the corridor from B3-3 to B3-2 and provided a visual model of how the corridor would look under each zoning district.

City of Flint, Michigan Flint Zoning Code

Flint, MI is a community in transition. Once an industrial leader in the auto industry, the City now has vast tracts of brownfields, disinvested and vacant neighborhoods, and empty commercial districts. It also has a thriving traditional downtown, nationally recognized cultural campus, and historic residential, commercial, industrial, and institutional architecture. Building upon the Imagine Flint Master Plan, the City is in the process of developing a new zoning code that will support the transformation and preservation of the community.

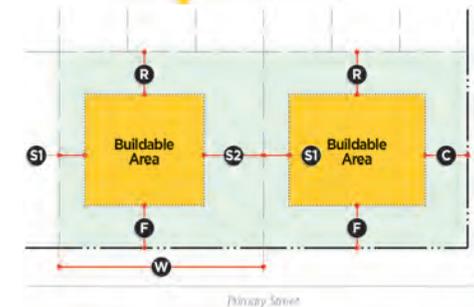
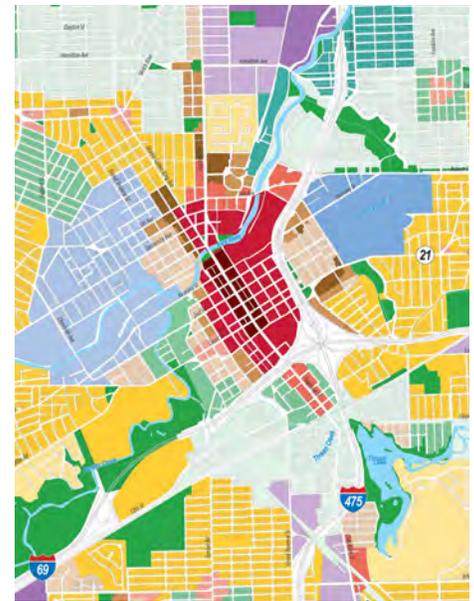
Houseal Lavigne was retained to develop both the Flint Master Plan and new zoning code. The code integrates a variety of zoning approaches depending on priorities in different portions of the community. Historic areas utilize form-based regulations to preserve their character. Neighborhood regulations will allow for local food production, native plantings and ecosystems, and centralized stormwater management. Large brownfields, under the new Green Innovation zoning district, will be the testing ground for commercial energy production, materials recycling, and other emerging sustainable practices.

City of Marion, Iowa Zoning Ordinance

After completing the City's Comprehensive Plan, **Houseal Lavigne** was retained to develop an entirely new zoning ordinance to reflect the recommendations of the plan. The update to the Marion, Iowa Comprehensive Plan came approximately ten years after the last adopted plan and had the goal of defining growth boundaries and planning for a projected increase in population. Houseal Lavigne led a process that included extensive citizen involvement, visioning, development of a growth strategy, brownfield site redevelopment recommendations, and detailed subarea plans for the City's distinct neighborhoods. The Plan prioritized "place-making" to ensure Historic Uptown and the City's neighborhoods were attractive and inviting, creating an enhanced quality of life and community character for all areas. The key issues addressed in the update to the City's zoning ordinance included a new sign ordinance that enhances the appearance of the commercial areas, residential areas guidelines to improve the quality of housing with both new and established neighborhoods, and an landscaping regulations that promote the greening of new development and public rights of way. A new overlay district for the Uptown area and related 7th Street corridor was also incorporated into zoning regulations regarding signage, landscaping, height and bulk standards and setback regulations.

City of Benton Harbor, Michigan Zoning Ordinance

Following the adoption of the community's Master Plan, the City of Benton Harbor adopted a new Zoning Ordinance. Both the Master Plan and Zoning Ordinance were prepared by **Houseal Lavigne**. The new ordinance replaces the City's previous code, which was adopted in the 1960s, and is designed to aid in the efficient implementation of Master Plan recommendations. The zoning ordinance focuses on encouraging investment in commercial and industrial areas, protecting important natural features such as Lake Michigan's shoreline areas and riparian areas along the St. Joseph and Paw Paw Rivers, revitalization of the historic Downtown area, and stabilization of Benton Harbor's residential neighborhoods. A new planned unit development ordinance was created as part of the new ordinance to better facilitate creative development and context sensitive site solutions that had flexibility from strict application of zoning standards.



Additional Zoning Experience

In addition to the communities and projects identified previously, **Houseal Lavigne's** zoning code experience includes the following communities, in which our firm covered a wide range of zoning issues:

Ardmore, OK – Update and development of a new Unified Development Code to reflect and support the recommendations of the recently adopted Ardmore Comprehensive and Subarea Plans, which was also prepared by Houseal Lavigne.

Bloomington, IL – Creation of a new Unified Development Ordinance (UDO)

Elmhurst, IL – Creation of a new Planned Unit Development Ordinance (PUD).

Fairview Heights, IL – New zoning ordinance to reflect the recently adopted Comprehensive Plan, which was also prepared by Houseal Lavigne.

Jackson, TN – Update and development of a new Zoning Ordinance to reflect and support the recommendations of the recently adopted One Jackson Civic Master Plan, which was also prepared by Houseal Lavigne.

Melrose Park, IL – Zoning amendments for Adult Use Regulations and Sign Ordinance.

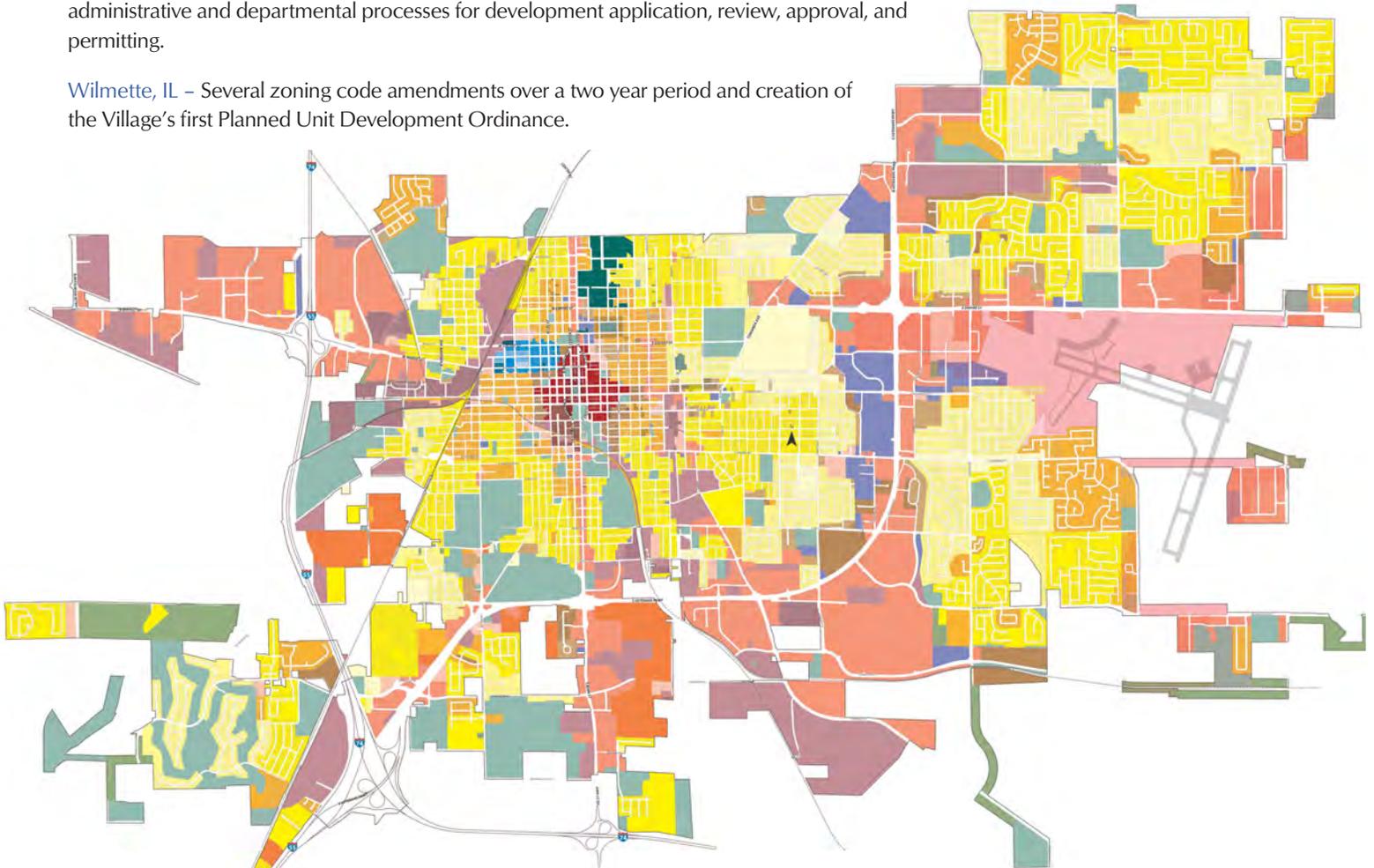
Palos Park, IL – Overhaul of residential and commercial districts and creation of the Village's first Planned Unit Development Ordinance for commercial and mixed-use development, including detailed design and development guidelines as required components of "Standards of Review".

Palos Heights, IL – Analysis of "teardown" zoning standards for bulk criteria and design.

Winnetka, IL – Floor Area Ratio analysis for residential districts; Complete overhaul of administrative and departmental processes for development application, review, approval, and permitting.

Wilmette, IL – Several zoning code amendments over a two year period and creation of the Village's first Planned Unit Development Ordinance.

Proposed Zoning Map City of Bloomington, Illinois



SECTION 4
METHODOLOGY

SECTION 4

METHODOLOGY

SCOPE OF WORK

Below is a detailed, step-by-step, Scope of Work for completing the United City of Yorkville’s Unified Development Ordinance (UDO) assignment. The Scope of Work contains several steps, including staff meetings; public workshops; “best practices” research and applicability assessment; evaluation of neighborhoods, corridors, and districts; Plan Commission and City Commission workshops and meetings, public hearings, development of “user-friendly” formats, and more.

Step 1: Project Initiation and Outreach

Step 1 represents the kick-off of the project and is designed to provide City staff and the consultant team with opportunities to set project expectations and protocols, convey issues and concerns with the existing code, and engage those who administer and are impacted by the code.

1a: Project Initiation – Staff Meeting and Review of Preliminary Issues

This step will include a meeting with City staff to review various aspects of the project, including the schedule, expectations of local appointed and elected leaders, and public outreach and adoption process. The meeting will also provide an opportunity for staff and consultants to discuss any issues related to the present ordinances already identified by staff. If necessary, staff may lead a driving tour of the City to point out specific instances where current zoning and subdivision regulations either conflict with or complement community development objectives.

1b: Plan Commission Workshop

This step will include a workshop with City staff and the Plan Commission (PC) to identify, review, and discuss zoning related matters within the City. The PC members have a unique perspective and insight into local zoning, planning, and development issues and will provide vital feedback and project focus. They also can articulate frustrations with current ordinances as policy tools, such as difficulties in navigating the document, unclear regulations, inconsistent references or definitions, issues with procedures and enforcement, etc.

1c: Residential Areas Zoning Workshop

A workshop will be conducted with City residents to identify, review, and discuss zoning and ordinance related matters pertaining to the City’s residential areas/neighborhoods. Attendees could include residents, neighborhood groups, local builders, local residential architects, and more.



1d: Commercial and Industrial Areas Zoning Workshop

A workshop will be conducted with business owners and managers in the City. This workshop will allow the local business community to provide input regarding the impact of zoning and subdivision controls on their ability to invest in Yorkville, successfully operate a business, and meet the goals that the City has set forth for development. Attendees should include local business owners and managers, developers, local commercial and industrial property owners, and more.

1e: Subdivision Ordinance Focus Group

We will work with City staff and officials to identify various stakeholders with extensive experience and understanding of the existing Subdivision Ordinance, including members of the development community, engineers, and significant property owners. We will reconcile preliminary findings with stakeholder input to ensure that recommended changes to subdivision regulations are vetted with respect to development realities.

1f: Project Website (Optional)

Houseal Lavigne is recognized as a leader in technology-based outreach and community engagement. For this assignment, we will work with City staff to determine requirements for a project website that can be used to provide information regarding the zoning update process and documents available for review and comment throughout the course of the project. As an alternative, we can work with existing City protocol to distribute materials for review through the PC. The most appropriate approach will be determined through conversations with City staff during project initiation.

1g: map.social (Online Map-Based Engagement Platform) (Optional)

Should Yorkville see value in implementing a unique project website, as described in step 1F, we will feature map.social, an interactive web-based community issues mapping tool, on the project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with areas the project may affect in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the development of the UDO from the perspective of the community.

Step 2: Technical Analysis & Best Practices

Step 2 includes a full assessment of the current code, as well as the development of a conceptual approach to ensure that the new code addresses local issues and meets statutory requirements.

2a: Assessment of Existing Land Use Regulations

A detailed and thorough review of the City's existing ordinances, including Zoning and Subdivision Control Ordinances, Landscape Ordinance, Stormwater Management Ordinance, Appearance Code, Downtown Overlay Districts (adoption pending), and any other relevant ordinances, will be undertaken as a starting point for preparing the new ordinance. The existing code will also be evaluated with respect to the recommendations and objectives of the City's Comprehensive Plan and other adopted policies. This step will highlight areas where the existing zoning district boundaries and related regulations are inconsistent with either what is currently built or what is envisioned as expressed in adopted plans and policies. This will establish a framework for the calibration of regulations to meet these conditions.

2b: “Best Practices” Research and Assessment

Extensive research will be undertaken to assess the best practices from around the region and country relating to zoning, development, and subdivision regulations. These best practices will be evaluated for appropriateness and applicability to the Yorkville community. Traditional zoning, form-based codes, hybrid zoning, incentive zoning, planned unit development ordinances, processes and procedures will all be examined for potential application to the City, its developed areas, and its anticipated growth areas. The result of this task will be a memorandum identifying relevant best practices and their potential application in Yorkville. The memorandum will include; a summary of issues identified through workshops conducted in Steps 1a-1d, a summary of the assessment of the current code conducted in Step 2a, and a conceptual approach to the new code that will address topics related to:

- District regulatory metrics and thresholds
- Structure and navigability of the code document
- The integration of tables, graphics and other tools to clarify regulations and standards
- The use of references to other portions of the City’s municipal code
- Administrative procedures and processes, permits and approvals

2c: Form-based Code Applicability Analysis – Evaluation of Neighborhoods, Corridors, Districts

The United City of Yorkville is currently preparing a Downtown Overlay District with form-based regulations for Downtown Yorkville. This task will entail the evaluation and analysis of how applicable a form-based zoning approach may be to other areas of the City, such as commercial areas, corridors, residential areas and neighborhoods. It will consider the existing character of various residential and commercial areas, the vision as articulated in the Comprehensive Plan, and other factors that may impact the viability of form-based regulations and their implementation. In any case, this step will result in specific recommendations regarding the applicability and implementation of form-based regulations that will be highlighted in dialogue with the PC as a part of Step 2e.

2d: City Staff Working Session

We will conduct a working session with City staff to 1) review input and findings resulting from various workshops, staff comments and direction, the technical analysis of the existing code, and the legal review of the code, and 2) comprehensively review the existing code and identify an overall direction and outline to present to the PC.

2e: PC Meeting

This step entails a summary presentation to the PC of the input received and issues identified in preceding steps. A preliminary approach will be also discussed, and the PC will be invited to provide feedback regarding the proposed conceptual direction of the new code, and its responsiveness to local issues discussed thus far. This meeting will also include a conversation regarding the recommendations developed as a part of step 2c pertaining to the applicability of further form-based regulations.

Step 3: Draft District Standards and Concepts (existing Title 10: Ch. 3, 5 – 13)

Step 3 includes the development of draft zoning language for all districts identified in the existing code. During this step, we anticipate regular contact with City staff to review incremental recommendations and technical language. The PC will be engaged at key points to provide input regarding general district regulations, then other regulations that complement the functionality and character of various districts. The creation of new districts and the elimination of some existing districts may be a part of this step.

3a: Draft Residential and Agricultural District Standards

Preliminary Residential and Agricultural District Standards will be prepared for local consideration and discussion, based on community feedback, research and assessment, and community goals and objectives. This phase of the UDO process will focus on district issues and will be presented in an easy to use manner—enabling residents, builders, City officials, and staff to effectively implement the new regulations. This step will include use classifications and standards related to height, coverage, setback, and more.

3b: Draft Commercial and Industrial District Standards

Preliminary Commercial and Industrial District Standards will be prepared, similar to Step 3a, however this phase of the UDO process will focus on the City's non-residential areas. These draft standards are intended to respond to the needs of business owners in a manner that is balanced with other City objectives. Both the form and function of the City's commercial and industrial areas will be effectively addressed with the new regulations, in a manner consistent with the priorities of the 2016 Comprehensive Plan. This step will include use classifications and standards related to height, coverage, setback, and more.

3c: Special District Standards (OS, PUD, Downtown Overlay)

Preliminary District Standards will be prepared for special districts including Open Space, Planned Unit Development, Downtown Overlay districts, and any new overlays. We will work with City staff to carefully review these districts to identify specific problems or concerns that need to be addressed and then prepare standards that improve the efficiency and effectiveness of the special districts as tools to help the City implement its priorities and Comprehensive Plan recommendations.

3d. Proposed Zoning Districts Map

Consistent with proposed zoning districts, an official zoning map will be prepared for consideration. The map could reflect new districts, boundary changes to existing districts, or the elimination of some districts.

3e: Staff Review Meeting

This step will include a meeting or conference call with City staff to review the draft district regulations, and any proposed map changes. Appropriate modifications will be made prior to presentation to the PC.

3f: PC Meeting

A meeting will be conducted with the PC to review and discuss the Draft district standards. Appropriate revisions will be made based on PC review and discussion.

Step 4: General Development Standards (existing Title 10: Ch. 14, 16 – 20, Landscaping, Stormwater Management, Appearance Codes)

Step 4 includes the drafting of sections of the code related to “development standards of general applicability”. These will include the drafting of sections of the code and regulations that impact all districts, including regulations related to general site development standards, landscaping standards, use-specific regulations, parking design and capacity, and design and location standards. Each set of standards and regulations will include the creation of relevant graphics to illustrate regulatory concepts and standards.

4a: Preliminary Amendments for Parking, Landscaping, Development Standards, etc.

Preliminary amendments for several “non-district” sections of the code will be prepared for local consideration and discussion. These will likely include but not be limited to parking, loading, landscaping, telecommunications infrastructure, alternative energy, definitions, and more. This step will also involve updates and revisions to the sign ordinance.

4b: Staff Review Meeting

This task will include a meeting or conference call with City staff to review the draft standards for general development. Appropriate modifications will be made prior to presentation to the PC.

Step 5: Draft Subdivision Design/Improvements (existing Title 11)

Step 5 includes modifications to the subdivision code to ensure that it aligns with zoning regulations, the goals of the Comprehensive Plan, and the direction set forth for the new Unified Development Ordinance.

5a: Review of Subdivision Code for Compatibility and Best Practices

This Step includes the review of the subdivision control ordinance to ensure that its procedures, requirements and standards align with the Comprehensive Plan and national best practices, as it relates to parks and infrastructure provisions, street and lot dimensions, review and permitting procedures, and approval and appeals, and more.

5b: Draft Modified Subdivision Design/Improvement Regulations

This step includes the drafting of a modified subdivision code that reflects input from previous steps.

5c: Staff Review Meeting

This step will include a meeting or conference call with City staff to review revisions to subdivision design/improvement regulations prior to incorporation into the Unified Development Ordinance. Appropriate modifications will be made prior to presentation to the PC.

5d: PC Meeting

A meeting will be conducted with City staff and the PC to review and discuss draft language developed as part of Steps 4 and 5. At this point in the process, the PC will be engaged to discuss the regulations guiding development in each district, supplemental regulations, and subdivision regulations applicable throughout the City. Appropriate revisions will be made based on PC review and discussion.

Step 6: Administrative and Procedural Standards (existing Title 10: Ch. 1 – 2, 4, 15)

Step 6 includes the drafting of sections of the code related to administrative processes and support materials. This section will seek to maximize the efficiency of zoning review so that development quality in Yorkville can be improved and permitted, including updates to non-conformity regulations, and procedural requirements for applicants, review standards, and processes for various zoning adjustments (variations, amendments, special uses, and more). This step also includes the drafting of definitions that will support regulatory concepts and minimize the likelihood of inconsistent interpretation of regulations. Additionally, any relevant graphics will be created to illustrate procedural steps or concepts that could otherwise be subject to interpretation.

6a: Draft Administrative, Applications, Approval, and Procedures

This step will result in recommendations for application and approval procedures. It will also include flow charts and diagrams clearly articulating such procedures in order to ensure that applicants and code administrators understand who is responsible for various recommendations or approvals.

6b: Staff Review Meeting

This step will include a meeting or conference call with City staff to review the draft administrative and procedural standards. Appropriate modifications will be made prior to presentation to the PC.

6c: PC Meeting

A meeting will be conducted with City staff and the PC to review and discuss draft language developed as part of Step 6, as it applies to processes and procedures. Appropriate revisions will be made based on PC review and discussion.

Step 7: Draft and Final UDO

Step 7 includes the delivery of the Draft Unified Development Ordinance, review and revisions to the Draft UDO, and presentation and adoption of the Final UDO.

7a: Draft UDO Ordinance

The draft Unified Development Ordinance will be prepared for local consideration and discussion, based on feedback from previous steps in the planning process.

7b: Staff Review and Meeting

A meeting or conference call will be conducted with City staff to review and discuss the Draft UDO. Appropriate revisions will be made based on staff review and discussion. A revised Draft UDO will be prepared for PC review and discussion.

7c: PC Meeting

A meeting will be conducted with the PC to review and discuss the Draft Unified Development Ordinance. Appropriate revisions will be made based on PC feedback.

7d: Revised UDO & Final Legal Review

Based on discussion and feedback from staff and the PC, the revised draft ordinance will be prepared for public hearing. At this time, the City Attorney will also conduct a final legal review to ensure that any modifications are in line with statutory requirements.

7e: Public Hearing

A Plan Commission public hearing will be conducted consider and recommend action on the draft Unified Development Ordinance.

7f: City Board Presentation and Adoption

Following the public hearing and the recommendation of the PC, appropriate revisions will be made, and the Final Unified Development Ordinance will be presented to the City Board for adoption.

Step 8: Web-Based “Smart Code” Integration

Step 8 includes the creation of a web-based “smart code” version of the UDO with interactive, site specific zoning analysis capabilities. Houseal Lavigne proposes the use of the enCodePlus software for the United City of Yorkville.

8a: enCodePlus

Houseal Lavigne will coordinate and facilitate the setup and launch of the enCodePlus software at the beginning of the UDO project. enCodePlus has a one-time license fee that is billed directly to the City of Yorkville. This license fee will occur during the project initiation phase to secure a project domain and provide Houseal Lavigne direct access to the enCodePlus maintenance module. Using the enCodePlus maintenance module, Houseal Lavigne will draft UDO text directly in the software as well as integrate pop-up definitions, dynamic tables, external references, inline illustrations, hyperlinks, search term statistics, auto-numbering, and GIS standard maps. The cost to launch enCodePlus and maintain access to the software throughout the duration of the UDO development process is a one-time fee of \$1,875, billed directly to the City of Yorkville.

8b: Annual Software Tiers

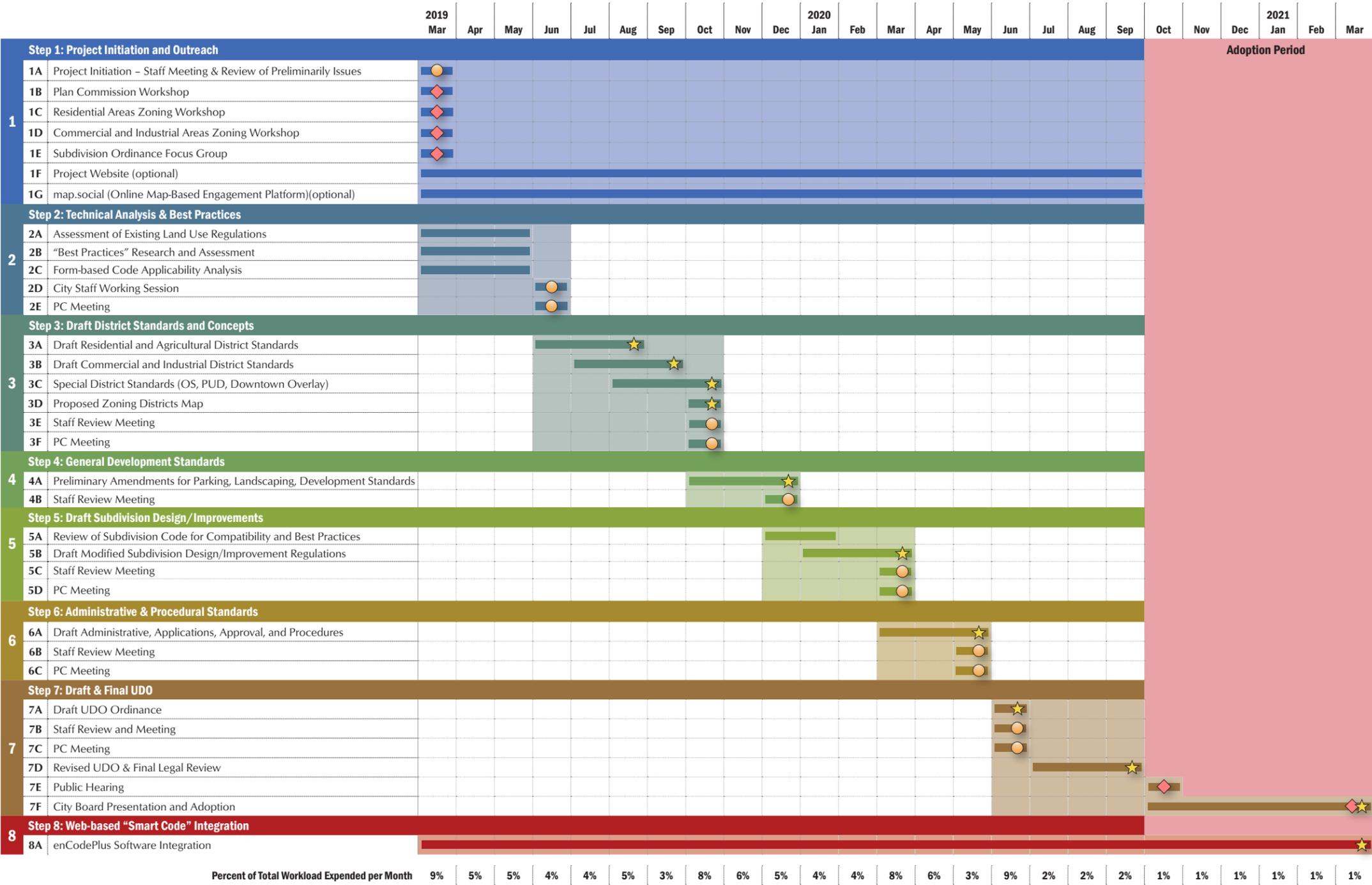
After the adoption of the Yorkville Unified Development Ordinance, the City will need to determine the most appropriate tier of enCodePlus software that meets their needs. enCodePlus offers three yearly maintenance tiers, which have been outlined in Section 6: Fee Proposal.

8c: Optional Features

The United City of Yorkville may also wish to include optional features such as embedded calculators or GIS interactive maps, the cost of which are also detailed in Section 6: Fee Proposal. These additional costs can include the build and launch portion of the feature as well as annual fees. Listed in Section 6 are a few of the features the United City of Yorkville should consider once the UDO has been adopted and launched using the enCodePlus software, including embedded calculators to build and launch buffer yard simulator, landscaping and screening, parking, loading, and ADA shared parking, signage, and site capacity/site yield, as well as GIS Interactive Map (Advanced or Premium) to allow land bank mapping, land use look up, Multiple Listing Service (MLS) lease / sale data, parcel buffer tool.

SECTION 5
PROJECT SCHEDULE

SECTION 5 PROJECT SCHEDULE



Timeline

The schedule below provides an overall 24-month framework to complete Houseal Lavigne’s approach for each step outlined in our Scope of Work, including the 6-month Adoption process outlined in the City’s RFP. As the City desires, this schedule anticipates a project “kick-off” in March of 2019 and completion in December of 2020. We are ready to begin work immediately and committed to devoting the proposed personnel and resources for the entire length of time necessary to complete the project.

Legend for Diagram:

- Denotes meetings to be conducted by Project Team.
- ◆ Denotes events to be held by the Project Team.
- ★ Denotes products to be delivered by the Project Team.

SECTION 6
FEE PROPOSAL

SECTION 6

FEE PROPOSAL

The following table summarizes **Houseal Lavigne**'s proposed fee for the United City of Yorkville's Unified Development Ordinance assignment. This fee totals **\$140,610** and reflects the services required to complete all tasks described in each step within the Methodology section of our firm's proposal, including the delivery of a web-based "smart code" using the enCodePlus software. It should also be noted that we have built the initial licensing fee for enCodePlus, which totals \$1,875, into our Project Budget, but this fee will be billed to the City directly from enCodePlus. In addition, yearly licensing fees, as well as one-time fees for optional features, exist for the City's continued use of enCodePlus—beyond adoption. These yearly fees/optional features have been outlined below, but are not included in our total project budget.

Throughout the project, we will work with City staff to identify opportunities to reduce direct costs in order to maximize resources and will assist the City in its decision making regarding what yearly fee/optional features of enCodePlus best meet the City's needs. The fee proposal also includes anticipated costs for direct expenses related to travel, document production, data-sources, and other reasonable expenses necessary to complete the Scope of Work.

Fee Proposal

	Houseal Lavigne			Total
	Principal	PM	Associate	
	\$205	\$120	\$110	
Step 1: Project Initiation and Outreach				
Step 1: Total Hours	20	25	20	65
Step 1: Total Professional Fees	\$4,100	\$3,000	\$2,200	\$9,420
Step 2: Technical Analysis and Best Practices				
Task 2: Total Hours	25	75	60	160
Task 2: Total Professional Fees	\$5,125	\$9,000	\$6,600	\$21,750
Step 3: Draft District Standards and Concepts				
Task 3: Total Hours	20	75	70	165
Task 3: Total Professional Fees	\$4,100	\$9,000	\$7,700	\$21,210
Step 4: General Development Standards				
Task 4: Total Hours	20	75	65	160
Task 4: Total Professional Fees	\$4,100	\$9,000	\$7,150	\$19,890
Step 5: Draft Subdivision Standards				
Task 5: Total Hours	16	75	55	158
Task 5: Total Professional Fees	\$3,280	\$9,000	\$6,050	\$19,890
Step 6: Administrative Procedural Standards				
Step 6: Total Hours	16	75	55	146
Step 6: Total Professional Fees	\$3,280	\$9,000	\$6,050	\$19,890
Step 7: Draft and Final UDO				
Step 7: Total Hours	30	80	75	185
Step 7: Total Professional Fees	\$6,150	\$9,600	\$8,250	\$24,000
Step 8: Web-based "Smart Code" Implementation				
enCodePlus Initial Licensing Fee	--	--	--	\$1,875
Project Totals, Excluding Yearly enCodePlus Fees				
Total Project Hours				1,037
Total Project Professional Fees (steps 1-7)				\$131,735
enCodePlus Initial Licensing Fee (step 8)				\$1,875
Direct Expenses				\$7,000
TOTAL PROJECT BUDGET				\$140,610

Hourly Rates of Key Staff

Houseal Lavigne	Hourly Rate
John Houseal	\$205
Nik Davis	\$185
Carly Petersen	\$120
Jackie Wells	\$110
Trisha Stevens	\$110

Yearly enCodePlus Fee/Optional Features (after adoption)

enCodePlus Yearly Maintenance Fees		Total
Standard 90		\$4,250
Advanced 180		\$5,250
Premium 360		\$7,250
enCodePlus Optional Features		Total
Embedded Calculator (no annual fee)		\$2,500
GIS Interactive Map (Advanced) Build and Launch		\$4,500
	Plus Annual Fee	\$3,500
GIS Interactive Map (Premium) Build and Launch		\$6,500
	Plus Annual Fee	\$4,550

SECTION 7
APPENDIXES



John A. Houseal, FAICP

Principal-in-Charge | Co-Founder

John is a Principal and Co-founder of Houseal Lavigne and has established himself as one of the region's top urban planning professionals. John's reputation and expertise within the profession as a leader in urban planning, contemporary development practices, and community outreach has garnered him wide recognition and numerous planning awards. John has been a featured speaker at national, regional, state, and local events and conferences for issues related to urban planning, zoning, transportation, context sensitive design, and the environment. John is recognized as one of the top community facilitators, consensus builders, and citizen participation experts in the region.

John maintains professional memberships with Lambda Alpha International, American Planning Association, the American Institute of Certified Planners, the National Trust for Historic Preservation, and Urban Land Institute. John received a Bachelor of Science in environmental sciences from University of Michigan and a Master of Environmental Planning for environmental and urban planning from Arizona State University. John is also an AICP inducted Fellow and certification instructor and has been responsible for preparing planners for professional certification since 2005.

Prior to co-founding Houseal Lavigne, John was a Principal and the Director of Urban Planning for URS Corporation, a global multi-disciplinary engineering firm based in San Francisco, California. Working from the Michigan Avenue office in Downtown Chicago, John oversaw and directed the firm's urban planning and community development projects, often coordinating on assignments throughout the country. Prior to being the Director of Urban Planning for URS Corporation, John was a Principal with Trkla, Pettigrew, Allen and Payne (TPAP), a prominent planning and economic development firm in Chicago. While a Principal at TPAP, John directed a wide range of urban planning and community development assignments throughout the Midwest.

From revitalization plans for Chicago's south side neighborhoods to regional highway corridor studies, John has directed, managed, and assisted with a wide range of planning assignments. John has directed a number planning and development related assignments in several states, including comprehensive plans, corridor plans, downtown plans, neighborhood plans, master development/site plans, and more. John has also directed the zoning updates and amendments, as well as the creation of entirely new zoning ordinances, sign ordinances, planned unit development ordinances, overlay districts, and design and development guidelines.

Several unique and very significant assignments have been directed by John and provided significant momentum in his career, including the IDOT SWS Tools for Balanced Growth Study, which was the State of Illinois' first balance growth initiative; the Cap the Ike Study, which was a study examining the creation of "new land" by capping the Eisenhower Expressway for approximately 1.5 miles; and an FAA funded study to examine land use compatibility and the O'Hare Modernization Project (OMP). As project director, John's leadership skills and planning and design expertise were pivotal to the success of these, and many other assignments.

John has received several professional planning awards and distinctions, including an ILAPA Gold Award for Planning; an ILAPA Silver Award for Plan Implementation; an ILAPA Award for Planning Education; ILAPA Awards for Strategic Planning; the DePaul University Chaddick Institute Development Award; the Greater OBCC Commercial Revitalization Award, APA National Excellence Award, and induction into Lambda Alpha International, an international honorary fraternity for professional excellence in the field of land economics.

Education

Bachelor of Environmental Sciences
University of Michigan

Master of Environmental Planning
Arizona State University

Memberships

American Planning Association

American Institute of Certified Planners
inducted Fellow

Lambda Alpha International

OPRF Community Foundation
Board of Directors

Awards

2017 APA-IL Outreach Award
Envision Oak Park Comprehensive Plan

2014 APA National Award for Excellence
Emerging Planning and Design Firm

2014 APA-MI Public Outreach Award
Imagine Flint Master Plan

2014 APA-IA Daniel Burnham Award
Coralville Community Plan

2012 APA-IL Daniel Burnham Award
Downers Grove Comprehensive Plan

2010 APA-IL Strategic Plan Award
River Forest Corridors Plan

2009 APA-IL Implementation Award
Ogden Avenue Enhancement Initiative

2007 APA-IL Daniel Burnham Award
Carpentersville Comprehensive Plan

2007 APA-IL Implementation Award
Palos Park Strategic Plan

DePaul University's Chaddick Institute for
Metropolitan Development Award 2012
Oak Brook Commercial Areas Plan 2008
Algonquin Downtown Plan

Commercial Revitalization Award
Oak Brook Commercial Areas Plan
Greater OBCC 2009

AICP Certification Instructor

APA National and APA State Chapters
2005 to present

John A. Houseal, FAICP

Project Experience

Zoning & Design Guidelines

30 Zoning & Design Guidelines

Assignments, including:

- Benton Harbor, MI
- Bloomington, IL
- Brookfield, IL
- Carpentersville, IL
- Cary, IL
- Chicago, IL
- Dunwoody, GA
- Fairview Heights, IL
- Flint, MI
- Geneva, IL
- Harwood Heights, IL
- Hinsdale, IL
- Kenilworth, IL
- Marion, IA
- McHenry, IL
- Melrose Park, IL
- Montgomery, IL
- Muskogee, OK
- Murray, KY
- Northbrook, IL
- Oak Brook, IL
- Oakbrook Terrace, IL
- Pace TOD Guidelines Manual
- Palos Park, IL
- Palos Heights, IL
- Prairie Grove, IL
- Richton Park, IL
- River Forest, IL
- Wilmette, IL

Strategic Planning

- Fond du Lac, WI
- Morton Grove, IL
- Palos Park, IL
- Warrenville, IL
- West Chicago, IL

Retainer Services

- Brookfield, IL
- Davis Junction, IL
- Forest Park, IL
- Harwood Heights, IL
- Kenilworth, IL
- Lockport, IL
- Melrose Park, IL
- Montgomery, IL
- Oakbrook Terrace, IL
- Palos Park, IL
- Prairie Grove, IL
- River Forest, IL
- Round Lake, IL
- Winnetka, IL

Comprehensive Plans

60+ Comprehensive Plans including:

- Benton Harbor, MI
- Brookfield, IL
- Brownsburg, IN
- Byron, IL
- Carpentersville, IL
- Coralville, IA
- Council Bluffs, IA
- Countryside, IL
- Davis Junction, IL
- Downers Grove, IL
- Edinburg, IN
- Evergreen Park, IL
- Fairview Heights, IL
- Flint, MI
- Frederick, CO
- Forest Park, IL
- Geneva, IL
- Glen Ellyn, IL
- Greater Bridgeport Region, CT
- Hammond, IN
- Harwood Heights, IL
- Homer Glen, IL
- Jackson, MO
- Jackson, TN
- Kenilworth, IL
- Lynwood, IL
- Lansing, MI
- Marion, IA
- Mattoon, IL
- Maywood, IL
- Melrose Park, IL
- Montgomery, IL
- Morton Grove, IL
- Mundelein, IL
- Niles, IL
- Oakbrook Terrace, IL
- Oak Park, IL
- Palos Heights, IL
- Palos Park, IL
- Pleasant Hill, IA
- Prairie Grove, IL
- River Forest, IL
- St. Charles, IL
- St. Cloud, MN
- Sugar Grove, IL
- Tipton, IN
- Tipton County, IN
- Westmont, IL
- Whiting, IN
- Windsor, CO

Downtown Planning

30+ Downtown Plans including:

- Algonquin, IL Downtown Plan
- Downers Grove, IL Downtown
- Forest Park, IL Madison Street Corridor
- Geneva, IL Downtown Master Plan
- Huntly, IL Downtown Master Plan
- McHenry, IL Downtown Plan
- Melrose Park, IL Historic Broadway Avenue District Plan
- Morton, IL Downtown Master Plan
- Murray, KY Main Street Plan
- Round Lake, IL Downtown Plan
- Oshkosh, WI Downtown Plan
- Winfield, IL Downtown/TOD Plan

Special Area Planning

50+ Special Area Plans, including:

- Bellwood TOD master Development Plan
- Bellwood St. Charles Road Corridor/TOD Plan
- Countryside Dansher Industrial Park Subarea Plan
- Glenview The Glen Parcel 24 Master Plan
- Island Lake Commercial Areas Master Plan
- Marengo TOD & Western Corridor Planning Area
- Melrose Park Rose trail Neighborhood Master Plan
- Montgomery Preserve Subarea Master Plan
- Naperville Martin Mitchell Campus Master Plan
- Oak Brook Commercial Areas Master Plan
- Oakbrook Terrace Unit 5 Area Master Plan
- Palos Park Commercial Areas Master Plan
- Prairie Grove River Front Vision
- Rolling Meadows Golf Road Corridor Mobility Plan
- South Chicago Heights Station Area Plan
- Skokie Dempster Station Area Plan

Corridor Planning

70+ Corridor Plans including:

- Bellwood - Mannheim Road Corridor; 25th Avenue Corridor Plan
- Brookfield - Ogden Ave. Corridor Plan; 47th Street Corridor Plan; 31st Street Corridor Plan
- Carpentersville - IL Route 31 Corridor Plan; IL Route 25 Corridor Plan; Randall Road Corridor Plan
- Countryside - LaGrange Road Corridor Plan; Joliet Road Corridor Plan; Road Corridor Plan
- Davis Junction - IL Route 172 Corridor Plan
- Hinsdale - Odgen Avenue Corridor Plan
- IL 47 Corridor Study
- Kenilworth - Green Bay Road Corridor Plan
- Lockport - I-355 Corridor Master Plan
- Melrose Park - Lake Street Corridor Plan; Broadway Avenue Corridor Plan; North Avenue Corridor Plan
- Melrose Park Broadway Avenue Corridor Plan
- Montgomery - Montgomery Road Corridor Plan; Blackberry Creek Corridor Plan
- Naperville - Ogden Avenue Enhancement Study
- Oak Brook - 22nd Street Corridor Plan
- Palos Heights - Harlem Avenue Corridor Plan
- Portage, IN - Highway 20 Corridor Plan
- River Forest Corridors Plan - Madison Street Corridor Plan; North Avenue Corridor Plan; Lake Street Corridor Plan; Harlem Avenue Corridor Plan
- Traverse City, MI - Eight Street Corridor Plan; East Front Street Corridor Plan; West Front Street Corridor Plan; Garfield Avenue Corridor Plan; 14th Street Corridor Plan



Nik Davis

Principal

Nik brings more than 10 years of professional design and planning experience to Houseal Lavigne Associates and as a Principal manages much of the firm's versatile studio work, as well as hones skill specializations in urban design, landscape architecture, site plan development, streetscape design, and sustainability planning, from the individual lot level up to the regional scale. He provides the connection between the planmaking process and document creation, focusing on concept and site design, graphics, document layout, geographic information and cartographic renderings, and urban-form 3D modeling, using a breadth of software tools and drafting techniques.

Nik has extensive experience in landscape and planting design which includes conducting site visits and creating inventory and analysis maps, developing project bases, drafting general development and preliminary plans, producing hand and computer rendered sketches and plans, and submitting construction documents, specifications, plant list schedules, and cost estimates for review and installation. Nik has a diverse background in urban planning and design with experience in the preparation of research and inventory materials, site analysis maps, framework plans, preparation of conceptual development plans for a full range of residential, commercial, mixed-use, office and industrial park developments, and commercial corridors.

Prior to joining Houseal Lavigne Associates, Nik worked for consulting firms specializing in landscape architecture, streetscape design, urban design, zoning, and development planning. Nik has a Bachelor of Science in Landscape Architecture from Purdue University. He is a member of the American Society of Landscape Architects (ASLA), and some of his past work has been awarded recognition in sustainability and environmental stewardship.

Education

Bachelor of Science in Landscape Architecture, Purdue University

Memberships

American Society of Landscape Architects

ASLA Positions

ILASLA Allied Professionals Liaison

ILASLA Legacy Project Co-Chair

Past ILASLA Public Awareness Chair

Past ILASLA External Communications Officer

APA-IL Positions

Co-Chair for the Marketing Committee

Presentations

2015 National APA Planning Conference
New Tools for Zoning & Development Visualization

2013 National APA Planning Conference
Putting Zoning on the Map

APA-CMS January, 2012
Integrating Sustainability Into Development Regulations

October 2011, APA-IL State Conference

Awards

2018 APA-VA Plan of the Year
Bristol Virginia Comprehensive Plan

2018 Special Achievement in GIS Award
Oshkosh Lakeshore Development

2017 APA-IL Outreach Award
Envision Oak Park Comprehensive Plan

2016 APA-MN Innovation Award
St. Cloud Comprehensive Plan

2014 APA-MI Public Outreach Award
Imagine Flint Master Plan

2009 ILASLA Honor Award for Environmental Stewardship
Winnebago County 2030 Land Resource Management Plan

Project Experience

Zoning/Form-Based Codes

- Baltimore, MD*
- Bentonville, AR
- Buffalo, NY*
- Cleveland Heights, OH*
- Council Bluffs, IA*
- Dunwoody, GA
- Flint, MI
- Fort Dodge, IA*
- Mundelein, IL*
- Muskogee, OK
- New Orleans, LA*
- Park Ridge, IL*
- Riverside, IL*
- Wilmette, IL*
- Winnebago County, IL*

Design Guidelines & Standards

- Chicago - Archer & Halsted
- Council Bluffs, IA*
- Fort Dodge, IA*
- Kenilworth, IL
- Mundelein, IL*
- Pace TOD Guidelines Manual, IL*

Comprehensive Plans

- Aurora, CO
- Bentonville, AR
- Bristol, TN
- Buffalo, NY*
- Cary, IL
- Council Bluffs, IA
- Elgin, IL
- Flint Master Plan, MI
- Frederick, CO
- Hudson, OH
- Maywood, IL
- St. Charles, IL
- St. Cloud, MN
- Windsor, CO

Downtown/TOD Plans

- Carbondale, IL
- Carson City, NV
- Elmhurst, IL
- Fort Dodge, IA
- Geneva, IL
- Hopkinsville, KY
- Hudson, OH
- Rolling Meadows, IL

Corridors

- Ames, IA
- Bentonville, AR
- Des Plaines, IL*
- Elmhurst, IL
- Island Lake, IL
- Homer Glen, IL
- Kenilworth, IL
- New Lenox, IL
- Park Ridge, IL*
- Peoria Heights, IL
- Portage, IN
- Rolling Meadows, IL
- Traverse City, MI

Streetscape Designs

- Bourbonnais, IL*
- Bradely, IL
Broadway Street
- Chicago - 87th & Stony, Lake Street, Uptown-Broadway Avenue, Auburn Gresham-79th Street
- Des Plaines, IL*
- Elmhurst - North York
- Glen Ellyn, IL
- Grayslake, IL*
- Huntley, IL
- New Buffalo, MI
- Richton Park, IL*

* Work conducted at another firm.



Carly Petersen, AICP

Associate II

As a certified planner with the American Institute of Certified Planners, Carly brings a diverse background, including thirteen years of public-service centered on economic development, zoning, and planning. Carly is guided by an avid interest in the fields of urban planning, planning theory, geography, and land use, as well as her professional goal to develop plans and ordinances that provide viable, implementable, and user-friendly assets and strategies to the communities in which she works. Her project strengths are derived from two distinct viewpoints; (1) from experience contributing to comprehensive, downtown, special area, and transportation plans for public use and (2) from administering ordinances as a community planner. Her specialization is in functional planning, building an understanding of community context, and translating that information into clear, workable plans, tools, and ordinances. To fulfill client's goals, Carly focuses on the connection between place and desired results to deliver objective and balanced solutions.

Prior to her position with Houseal Lavigne, Carly began her career at the New York City Economic Development Corporation (NYCEDC), specializing in the use of planning technology in land development projects. At NYCEDC, Carly assisted internal departments and City agencies as an urban planner and technician, providing support in GIS, spatial and 3d technology to public projects, plans, and strategies. When Hurricane Sandy made impact in 2012, she led an important effort to contribute to the City's resiliency plan. As a result of that experience, Carly has seen first-hand the effects community resolve can have during a project, and the impact that public involvement can make in the planning process.

In 2013, Carly and her family relocated to Bloomington, Indiana—the home of Indiana University. As senior planner for Monroe County, she provided oversight, evaluation and project coordination on development projects, zoning requests, and subdivision petitions. She has represented and reported on public petitions to various government committees and boards and is skilled at relating ordinance requirements clearly and effectively.

Project Experience

PlaNYC, A Greener, Greater New York—New York, NY

Contributed research and design content to the 2007 landmark plan for a more sustainable New York City.

A Stronger, More Resilient New York—New York, NY

Led a support team for the NYC Special Initiative for Rebuilding and Resiliency, post-Hurricane Sandy. Provided content for a responsive resiliency plan effort issued in 2011.

Essex Crossing Development (Seward Park) RFP—New York, NY

Designed the preliminary site plan for a public RFP for 1.65 million square feet of mixed-use prime real estate in Manhattan, which is presently under development.

Property Info—New York, NY

Project Manager for NYCEDC web map portal, designing web application system requirements.

Urbanizing Area Plan—Monroe County, IN

Provided support and assistance to this 2015 amendment to the community's Comprehensive Plan.

Urbanizing Area Plan Implementation Report—Monroe County, IN

Contributed to 2016 zoning calibration framework based on comprehensive plan amendment, including drafting conceptual zone maps and a development type-based "hybrid" zoning model.

Rural Zoning Framework—Monroe County, IN

Completed a rural zoning guidance document in 2017, including conceptual zone map for rural areas.

Transportation Alternatives Plan—Monroe County, IN

Completed an update of the local transportation alternatives plan, adopted in early 2018.

Consolidated Development Ordinance—Monroe County, IN

Contributed to the drafting of a consolidated development ordinance (zoning and subdivision control), slated for adoption in 2019.

Education

Master of Planning,
Dalhousie University

Bachelor of Arts in Geography
(Urban Systems),
McGill University

Certificate, Project Management,
New York University

Certificate, Building Information Modeling,
New York University

Memberships

American Institute of Certified Planners

American Planning Association, National

American Planning Association, IN

Awards

NYC Economic Development Corporation
President's Award Winner
NYC Broadband Development



Jackie Wells

Associate

Jackie is an Associate at Houseal Lavigne. Her time as a consultant has focused on working with municipalities to review, revise, and update their zoning, sign, and subdivision ordinances. Her zoning work is informed by her prior experience working as a planner for a small municipality in Virginia where she gained an understanding of the administrative and enforcement issues communities face. She is focused on the development of responsive and detailed zoning recommendations which meet the specific and unique needs of each community. In addition to zoning projects, Jackie has contributed to the outreach, research, and development of several comprehensive, downtown, and strategic plans. She believes that her experience with both zoning and planning allows her to develop better informed policy recommendations and more responsive zoning regulations.

Prior to joining Houseal Lavigne, Jackie was the Housing and Development Planning Specialist for Danville, Virginia, a community of approximately 45,000. There, Jackie was responsible for: developing, implementing, and monitoring the City's five-year Consolidated Plan and Annual Plans, applying for and administering local, state, and federal grant funding, acting as a liaison between the City and neighborhood and non-profit groups, spearheading the City's targeted efforts in the Schoolfield and Edgewood neighborhoods, and planning and managing community engagement campaigns and events. In this capacity, she gained valuable experience in developing programs and policies, applying for and administering local, state, and federal grants, engaging community groups, and supporting the establishment of new neighborhood associations.

Jackie uses her experience in local government to develop data-driven solutions that manage the needs of elected and appointed officials, department heads, non-profit partners, and residents of the community. She instills detail into all of her projects and is passionate about the communities in which she works.

Education

Master of Urban Planning,
University of Kansas

Bachelor of Arts in Architecture,
University of Kansas

Memberships

American Planning Association, VA

American Planning Association, National

Rotary International

Presentations

APA Quad State Conference: Economic
Argument for Flexible Parking
Requirements

Project Experience

Cary, IL - Unified Development Ordinance

Assisted with the update and development of the Village of Cary Unified Development Ordinance including adding and consolidating districts based on nonconformities analysis, updating parking and landscaping standards, updating subdivision regulations to support the development of walkable neighborhoods, and rewriting the sign ordinance to comply with Reed vs. the Town of Gilbert.

Ardmore, OK - Unified Development Code

Assisted with the update and development of a new Unified Development Code to reflect and support the recommendations of the recently adopted Ardmore Comprehensive and Subarea Plans.

Jackson, TN - Zoning Ordinance Rewrite

Assisted with the update and development of a new Zoning Ordinance to reflect and support the recommendations of the recently adopted One Jackson Civic Master Plan.

Sunset Hills, MO - Zoning Ordinance

Assisted with the update and development of a new Zoning Ordinance to reflect and support the recommendations of the recently adopted Sunset Hills Comprehensive and Subarea Plans, which was also prepared by Houseal Lavigne.

Bloomington, IL - Zoning Ordinance

Assisted with the update and development of the Bloomington Zoning Ordinance including assisting staff successfully navigate the public engagement and hearing necessary for the active rezoning of nearly 500 parcels.

Eden Prairie, MN - Comprehensive Plan

Supported the development of the comprehensive plan for Eden Prairie, a Twin Cities metropolitan community of more than 60,000, through research and application of best practices.

Greenwich, CT - Comprehensive Plan

Assisted in the development of the Town of Greenwich's Plan of Conservation and Development through community engagement, reconnaissance, mapping, and research and best practices.



Trisha Stevens

Associate

Trisha joined Houseal Lavigne in 2016. Her primary focus is creating exciting and innovative graphics to compliment Houseal Lavigne's plans through illustrative maps, 3D visualizations, and plan document layouts. Though she largely concentrates on the graphic representation of planning policies, she is interested on all aspects of the planning process.

Trisha received a Bachelor of Science in Architecture from the University of Illinois at Urbana-Champaign and a Master's in Urban Planning and Policy from the University of Illinois at Chicago, concentrating in spatial planning and urban design. While attending the University, she was awarded the AICP Outstanding Student Award honoring her exceptional achievements in the study of planning.

During her graduate studies, Trisha worked for the City of Highland Park. Throughout her time with the City, she worked on projects such as the Highland Park Downtown Design Guidelines and the Cultural Arts Master Plan.

Education

Masters of Urban Planning and Policy
with a Certificate in Geospatial
Analysis & Visualization
University of Illinois, Chicago

Bachelor of Science in Architecture,
University of Illinois, Champaign/Urbana

Memberships

American Planning Association
Illinois Chapter

American Planning Association
National Chapter

Congress for New Urbanism

Awards

2016 AICP Outstanding Student Award

Project Experience

Cary, IL—Unified Development Ordinance

Assisted with the update and development of the Village of Cary Unified Development Ordinance including adding and consolidating districts based on nonconformities analysis, updating parking and landscaping standards, and updating subdivision regulations to support the development of walkable neighborhoods.

Bloomington, IL—Zoning Ordinance

Analyzed parcels within each district to determine the number and extent of nonconformity to help determine the need for the creation of new district or the consolidation of existing districts based on the nonconformities analysis, updating parking and landscaping standards, and updating subdivision regulations to support the development of walkable neighborhoods.

Bentonville, AR—Comprehensive Plan and Zoning Amendment

Created 3d visualizations of potential redevelopment sites within the various subareas. Tasks related to the Zoning Amendments including diagrams to help illustrate zoning regulations for Bentonville's downtown districts.

Roscoe, IL—Zoning Ordinance

Create diagrams to help illustrate zoning regulations.

Sunset Hills, MO—Zoning Ordinance

Assisted with the update and development of a new Zoning Ordinance to reflect and support the recommendations of the recently adopted Sunset Hills Comprehensive and Subarea Plans, which was also prepared by Houseal Lavigne. Trisha identified non-conforming lots within each of the City's residential zoning districts based on their square footage and helped to identify non-conforming lots based on their frontage use ArcGIS.

Fort Lupton, CO—Comprehensive Plan

Created a story map illustrating the existing condition of City of Fort Lupton. The story map touched on topics such as existing land use, current zoning, transportation, public facilities, and parks, open space and environmental features. In addition, Trisha created the graphics illustrating the subarea recommendation and 3d visualization for potential site redevelopments.

Elmhurst, IL—Subarea Plans

Created plans, graphics, and 3d models use to illustrate planning recommendation and redevelopment concepts.

Hastings, MN—Corridor Plan

Generated text detailing the proposed plan and strategies to spur the economic revitalization of the Vermillion Street Corridor. The plan included the identification of opportunity sites to serve as catalysts for future investment and recommended development characteristics and public improvements. Trisha was also responsible for the creation of accompanying maps, graphics, and 3d visualizations.



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

Agenda Item Number

Economic Development Committee #3

Tracking Number

EDC 2019-18

Agenda Item Summary Memo

Title: Downtown Parking – W. Van Emmon Street

Meeting and Date: City Council - February 26, 2019

Synopsis: Proposed time-limited restricted parking for four (4) on-street public parking spaces.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble

Community Development

Name

Department

Agenda Item Notes:

See attached memo. Informational item.

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: February 12, 2019
Subject: **Downtown Parking – W. Van Emmon Street**
Proposed Restricted Parking

Request Summary

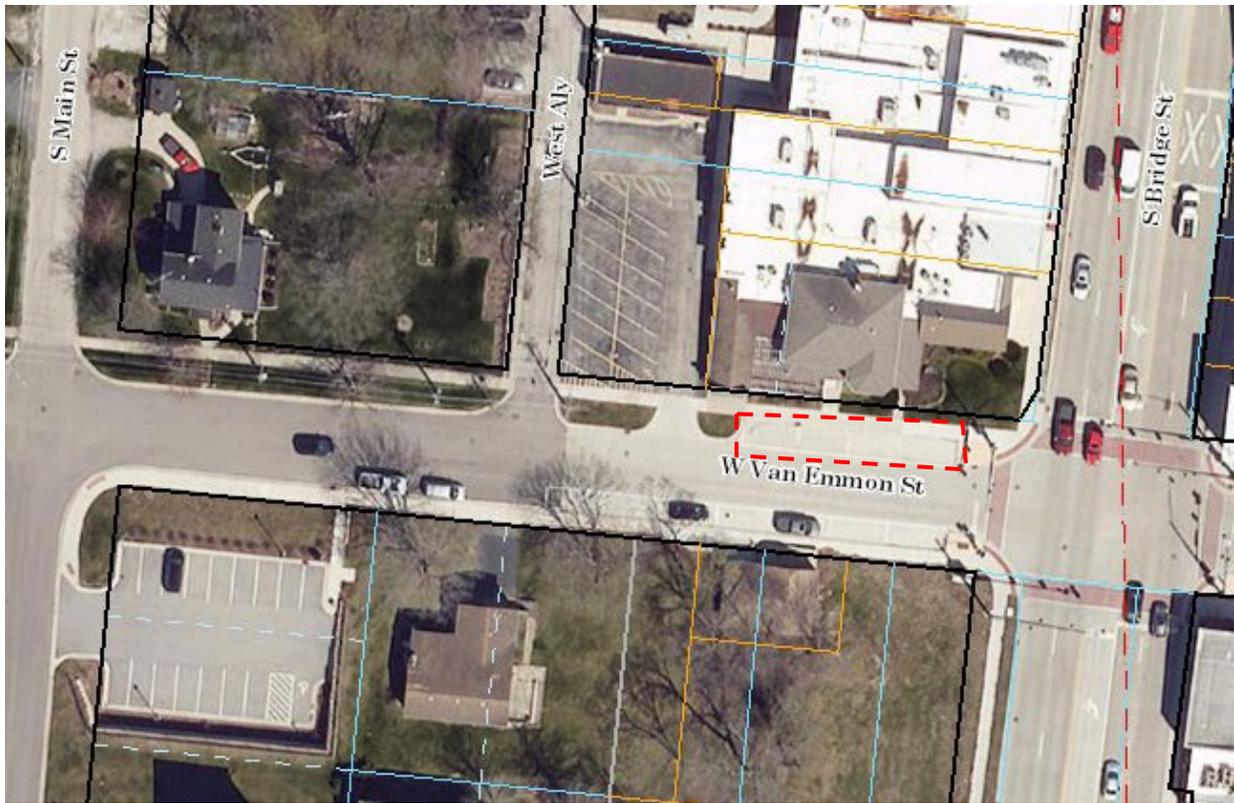
Staff had been approached by business owners within the downtown, specifically on the west side of IL Route 47, seeking to limit parking for certain on-street public parking stalls to a maximum of 15 minutes during the busy weekday up until lunch time.

Upon discussions at the February 5th Economic Development Committee meeting, it was recommended that four (4) on-street parking stalls be limited to a maximum of 15 minutes between the hours of 8:00 AM to 2:00 PM, Monday through Friday.

Existing Downtown Parking Conditions

The west block of Van Emmon Street currently has four (4) on-street parking spaces available for public use on the north side of the road, as seen in the aerial below. Currently, there are approximately five (5) businesses located immediately adjacent to these parking stalls, whose customers would regularly utilize these spaces, and would be directly impacted by the proposed change in regulatory parking: Belladonna Tea + Coffee (beverage & food); Hoof + Horn (metaphysical supply store); Harmony Aesthetics (beauty and spa services); 4 You Massage (personal care services); and Living Divina (yoga & fitness studio).





While this quadrant of the downtown is adequately parked by the City's public parking facility at the corner of S. Main Street and Van Emmon, the various on-street parking spaces on the south side of W. Van Emmon, and the private parking spaces located off the West Alley, the parking stalls on the north side of W. Van Emmon are of premium location for these businesses during peak lunch hour times.

Proposed Downtown Parking Regulations

As proposed, the time-limited parking stalls would allow patrons in the downtown to either quickly make short stops to the nearby businesses or drop off other riders and locate longer parking options in the area without having to cross traffic. The stalls would be identified with a sign detailing the 15-minute time limit would only be in operation from 8:00 A.M. to 2:00 P.M. from Monday through Friday each week. Outside of these times, the on-street parking spaces are available for all visitors to the downtown without time limit.

Staff has spoken with some of the directly impacted business owners in the area who expressed support of the proposed time limitation for the parking and we anticipate the proposed parking regulations to have no impact on other businesses within the downtown. Enforcement will be done under the current Title 6: Motor vehicles and Traffic section of the City Code by the Police Department.

Regarding the cost for sign fabrication and installation, the Public Works department has estimated the cost per sign to be approximately \$155 and would take between 2-3 weeks to receive the signs after placing an order. Installation would be done in-house by the Public Works department staff.

The attached is a draft ordinance prepared by the City Attorney approving the proposed traffic control regulations, as presented in this memorandum.

Ordinance No. 2019-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
ESTABLISHING TIME LIMITS FOR PARKING ON WEST VAN EMMON STREET**

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

WHEREAS, Section 11-208(a)1 of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1) authorizes a municipality to regulate the standing or parking of vehicles within its corporate limits.

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

Section 1: That Section 6-2-1, PARKING REGULATIONS AND RESTRICTIONS ON CERTAIN STREETS, of the Yorkville City Code be and is hereby amended by adding subsection C. to read as follows

“C. West Van Emmon Street:

It shall be unlawful to park any vehicle in the first four (4) marked parallel parking spaces on the north side of West Van Emmon Street west of South Bridge Street for more than fifteen (15) minutes between the hours of eight o’clock (8:00) A.M. and two o’clock (2:00) P.M. Monday through Friday.”

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

Mayor



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2019-01

Agenda Item Summary Memo

Title: 204 Boombah Blvd. – Lot 3 Final Plat of Resubdivision of Yorkville Business Center

Meeting and Date: City Council - February 26, 2019

Synopsis: Proposed Final Plat of Resubdivision of Lot 3 in the Yorkville Business Center

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memorandum.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: February 14, 2019
Subject: **PZC 2019-01 204 Boombah Blvd – Lot 3 of Yorkville Business Center Final Plat of Resubdivision Approval**

Background/Proposed Request

The petitioner, Boombah Inc., is seeking final plat approval to resubdivide Lot 3 of the Yorkville Business Center, an approximately 21-acre parcel. Located in the southwest quadrant of IL Route 47 (N. Bridge Street) and Boombah Boulevard, this parcel was part of the original Inland Land/F.E. Wheaton Annexation Agreement approved by the City of Yorkville in 1995. Currently, the parcel is improved with two (2) buildings zoned B-3 General Business District utilized by Boombah Inc. for their custom athletic apparel business operations.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on February 13, 2019 and made the following action on the motion below:

In consideration of the proposed Final Plat of Resubdivision of Lot 3 in the Yorkville Business Center, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 1, 2019.

Action:

Harker – aye; Olson – aye; Horaz – aye; Vinyard – aye; Marcum – aye; **5 ayes; 0 no.**

Attachments:

1. Draft Ordinance
2. Final Plat of Resubdivision of Lot in the Yorkville Business Center prepared by HR Green date last revised 02/01/19.
3. EEI Letter to the City dated January 24, 2019 re: Boombah, Lot 3 – Final Plat.
4. Plan Council packet materials from January 10, 2019
5. Copy of Petitioner's Application

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ORDINANCE No. 2019-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF THE *BOOMBAH RESUBDIVISION*

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

WHEREAS, Boombah, Inc. (the “Petitioner”) has filed an application and petition for approval of the Final Plat of the Boombah Resubdivision for the subdivision of property generally at the southwest corner of Illinois Route 47 and Boombah Boulevard, an approximately 21-acre property for future development; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on February 13, 2019, to consider the Final Plat of the Boombah Resubdivision; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the resubdivision and the Final Plat of the Boombah Resubdivision.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve the Final Plat of the Boombah Resubdivision, for the property legally described and attached hereto and made a part hereof by reference as Exhibit A, prepared by HR Green, Yorkville, Illinois, dated last revised February 1, 2019 attached hereto and made a part hereof as Exhibit B, and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

Section 3: That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to file a copy of this ordinance and the Final Plat of the Boombah Resubdivision with the Kendall County Recorder of Deeds within 30 days from the date of the approval of this Ordinance.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

MAYOR

EXHIBIT A
Legal Description



Exhibit A

HR Green Job #180274
Boombah Inc.
202 Boombah Blvd.
United City of Yorkville, IL

LEGAL DESCRIPTION

Lot 3 In Yorkville Business Center. Being A Subdivision Of Part Of The West 1/2 Of Section 16 And Part Of The East 1/2 Of Section 17, And Also Being A Resubdivision Of Wheaton Subdivision All In Township 37 North, Range 7 East Of The Third Principal Meridian According To The Plat Recorded October 10, 2000 As Document 200000013808 Slot 718 And 719 And Corrected By Certificate Of Correction Recorded October 12, 2000 As Document 200000014055 And Corrected By Certificate Of Correction Recorded October 25, 2000 As Document 200000014761 And Corrected By Certificate Of Correction Recorded October 31, 2000 As Document 200000015028, Located In The United City Of Yorkville, Kendall County, Illinois.

J:\2018\180274\Design\Permits\City-of-Yorkville\ExhibitA-Igl-202-BoombahBlvd.docx

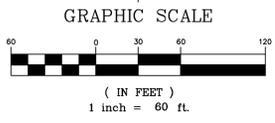
HRGreen.com

Phone 630.553.7560 Fax 630.553.7646 Toll Free 800.728.7805
651 Prairie Pointe Drive, Suite 201, Yorkville, Illinois 60560

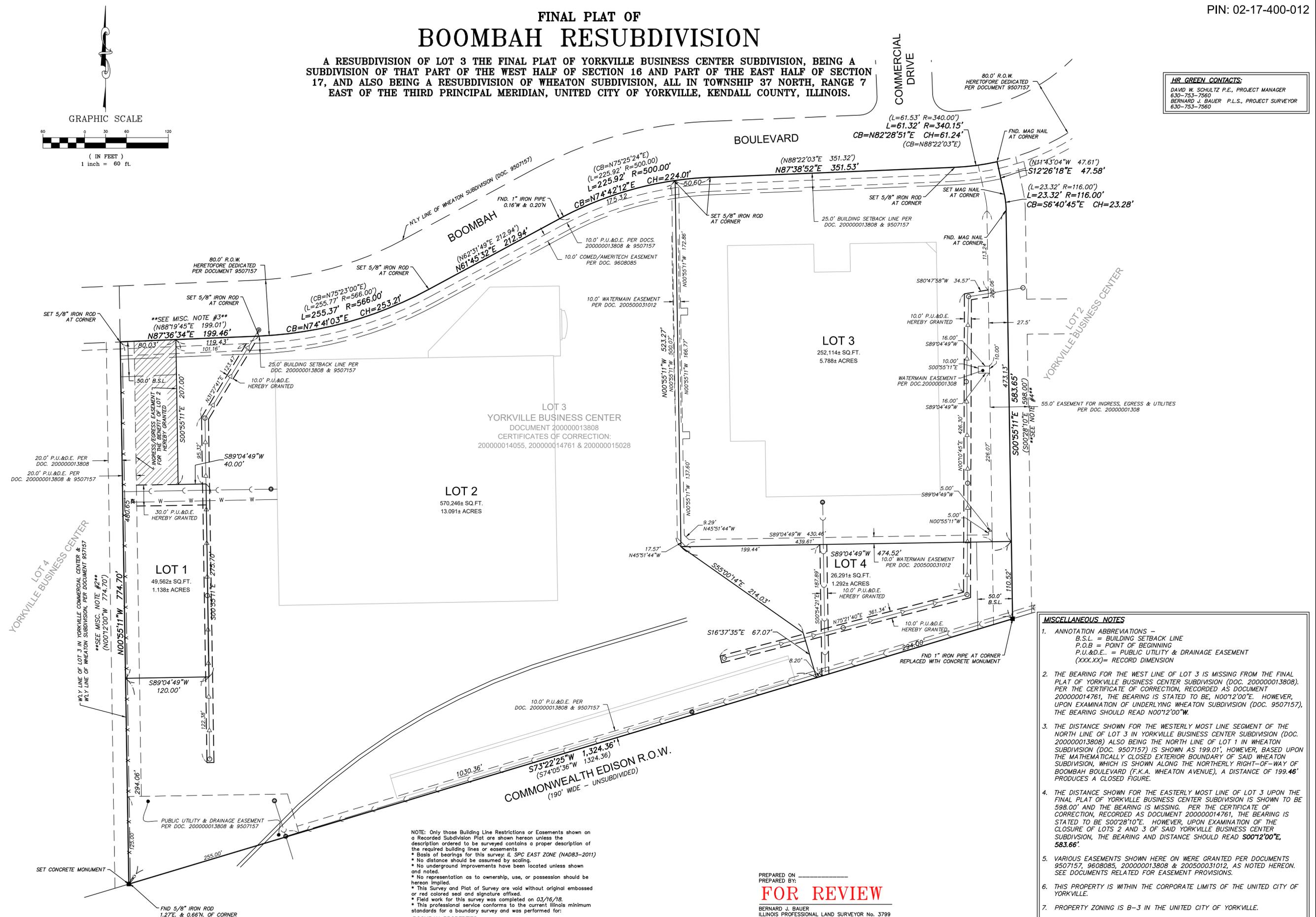


FINAL PLAT OF BOOMBAH RESUBDIVISION

A RESUBDIVISION OF LOT 3 THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 16 AND PART OF THE EAST HALF OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560



- MISCELLANEOUS NOTES**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
P.O.B = POINT OF BEGINNING
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
(XXX.XX) = RECORD DIMENSION
 - THE BEARING FOR THE WEST LINE OF LOT 3 IS MISSING FROM THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION (DOC. 200000013808). PER THE CERTIFICATE OF CORRECTION, RECORDED AS DOCUMENT 200000014761, THE BEARING IS STATED TO BE, N00°12'00"E. HOWEVER, UPON EXAMINATION OF UNDERLYING WHEATON SUBDIVISION (DOC. 9507157), THE BEARING SHOULD READ N00°12'00"W.
 - THE DISTANCE SHOWN FOR THE WESTERLY MOST LINE SEGMENT OF THE NORTH LINE OF LOT 3 IN YORKVILLE BUSINESS CENTER SUBDIVISION (DOC. 200000013808) ALSO BEING THE NORTH LINE OF LOT 1 IN WHEATON SUBDIVISION (DOC. 9507157) IS SHOWN AS 199.01', HOWEVER, BASED UPON THE MATHEMATICALLY CLOSED EXTERIOR BOUNDARY OF SAID WHEATON SUBDIVISION, WHICH IS SHOWN ALONG THE NORTHERLY RIGHT-OF-WAY OF BOOMBAH BOULEVARD (F.K.A. WHEATON AVENUE), A DISTANCE OF 199.46' PRODUCES A CLOSED FIGURE.
 - THE DISTANCE SHOWN FOR THE EASTERLY MOST LINE OF LOT 3 UPON THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION IS SHOWN TO BE 583.00' AND THE BEARING IS MISSING. PER THE CERTIFICATE OF CORRECTION, RECORDED AS DOCUMENT 200000014761, THE BEARING IS STATED TO BE S00°28'10"E. HOWEVER, UPON EXAMINATION OF THE CLOSURE OF LOTS 2 AND 3 OF SAID YORKVILLE BUSINESS CENTER SUBDIVISION, THE BEARING AND DISTANCE SHOULD READ S00°12'00"E, 583.66'.
 - VARIOUS EASEMENTS SHOWN HERE ON WERE GRANTED PER DOCUMENTS 9507157, 9608085, 200000013808 & 200500031012, AS NOTED HEREON. SEE DOCUMENTS RELATED FOR EASEMENT PROVISIONS.
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - PROPERTY ZONING IS B-3 IN THE UNITED CITY OF YORKVILLE.
 - 5/8" IRON RODS SET AT LOT CORNERS, UNLESS OTHERWISE NOTED.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
 * Basis of bearings for this survey: IL SPC EAST ZONE (NAD83-2011)
 * No distance should be assumed by scaling.
 * No underground improvements have been located unless shown and noted.
 * No representation as to ownership, use, or possession should be hereon implied.
 * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
 * Field work for this survey was completed on 03/16/18.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

BOOMBAH PROPERTIES
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

PREPARED ON _____
 PREPARED BY: _____
FOR REVIEW
 BERNARD J. BAUER
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	05/22/18	BJB	LOT LINE ADJUSTMENTS, PER CLIENT
2	08/16/18	BJB	ADDED EASEMENTS
3	01/21/19	BJB	PER EET & CITY COMMENTS
4	02/01/19	BJB	ADDED INGRESS/EGRESS EASEMENT PROVISIONS

Illinois Professional Design Firm # 184-001322
 651 Prairie Pointe Drive, Suite 201,
 Yorkville, Illinois 60560
 t. 630.553.7560 f. 630.553.7646
 www.hrgreen.com

HRGreen

FINAL PLAT OF BOOMBAH RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
 APPROVED: MRF
 JOB DATE: 03/19/18
 JOB NO: 180274

SHEET
1 OF 2

FINAL PLAT OF BOOMBAH RESUBDIVISION

A RESUBDIVISION OF LOT 3 THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 16 AND PART OF THE EAST HALF OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

OWNERSHIP CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT BOOMBAH PROPERTIES, INC. AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____, THIS _____ DAY OF _____, 20____

CORPORATION NAME _____

COMPLETE ADDRESS _____

BY: PRESIDENT _____ SECRETARY _____
PRINTED NAME _____ PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

MORTGAGOR'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE RECORDED _____ AS DOCUMENT NUMBER _____ IN THE OFFICE OF THE RECORDER OF DEEDS, _____ COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF AT _____

THIS _____ DAY OF _____, 20____

Bank Name and Complete Address _____

By: _____
Printed Name and Title _____

Attest: _____
Printed Name and Title _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

INGRESS/EGRESS EASEMENT PROVISIONS

THE NONEXCLUSIVE RIGHT OF INGRESS AND EGRESS IS HEREBY GRANTED THE PORTION OF LOT 1 INDICATED HEREON AS "INGRESS/EGRESS EASEMENT" FOR THE BENEFIT OF LOT 2 FOR THE PASSAGE OF VEHICLES TO AND FROM LOT 1 TO BOOMBAH BOULEVARD.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RE-CROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

MAYOR _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS, DATED AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ENGINEER _____

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ADMINISTRATOR _____

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. _____ AT A MEETING HELD THIS _____ DAY OF _____, 20____

CITY CLERK _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 20____

COUNTY CLERK _____

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CHAIRMAN _____

KENDAL COUNTY RIGHT TO FARM STATEMENT

NOTICE: KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 3 IN YORKVILLE BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 16 AND PART OF THE EAST 1/2 OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED OCTOBER 10, 2000 AS DOCUMENT 200000013808 SLOT 718 AND 719 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 12, 2000 AS DOCUMENT 200000014055 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 25, 2000 AS DOCUMENT 200000014761 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 31, 2000 AS DOCUMENT 200000015028, LOCATED IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C00374, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	05/22/18	BJB	LOT LINE ADJUSTMENTS, PER CLIENT
2	08/16/18	BJB	ADDED EASEMENTS
3	01/21/19	BJB	PER EEI & CITY COMMENTS

Illinois Professional Design Firm # 184-001322
651 Prairie Pointe Drive, Suite 201,
Yorkville, Illinois 60560
t. 630.553.7580 f. 630.553.7646
www.hrgreen.com



FINAL PLAT OF BOOMBAH RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MRF
JOB DATE: 03/19/18
JOB NO: 180274

SHEET
2 OF 2



Memorandum

To: Planning and Zoning Commission
 From: Krysti J. Barksdale-Noble, Community Development Director
 CC: Bart Olson, City Administrator
 Date: February 6, 2019
 Subject: **PZC 2019-01 204 Boombah Blvd – Lot 3 of Yorkville Business Center Final Plat of Resubdivision Approval**

Proposed Request:

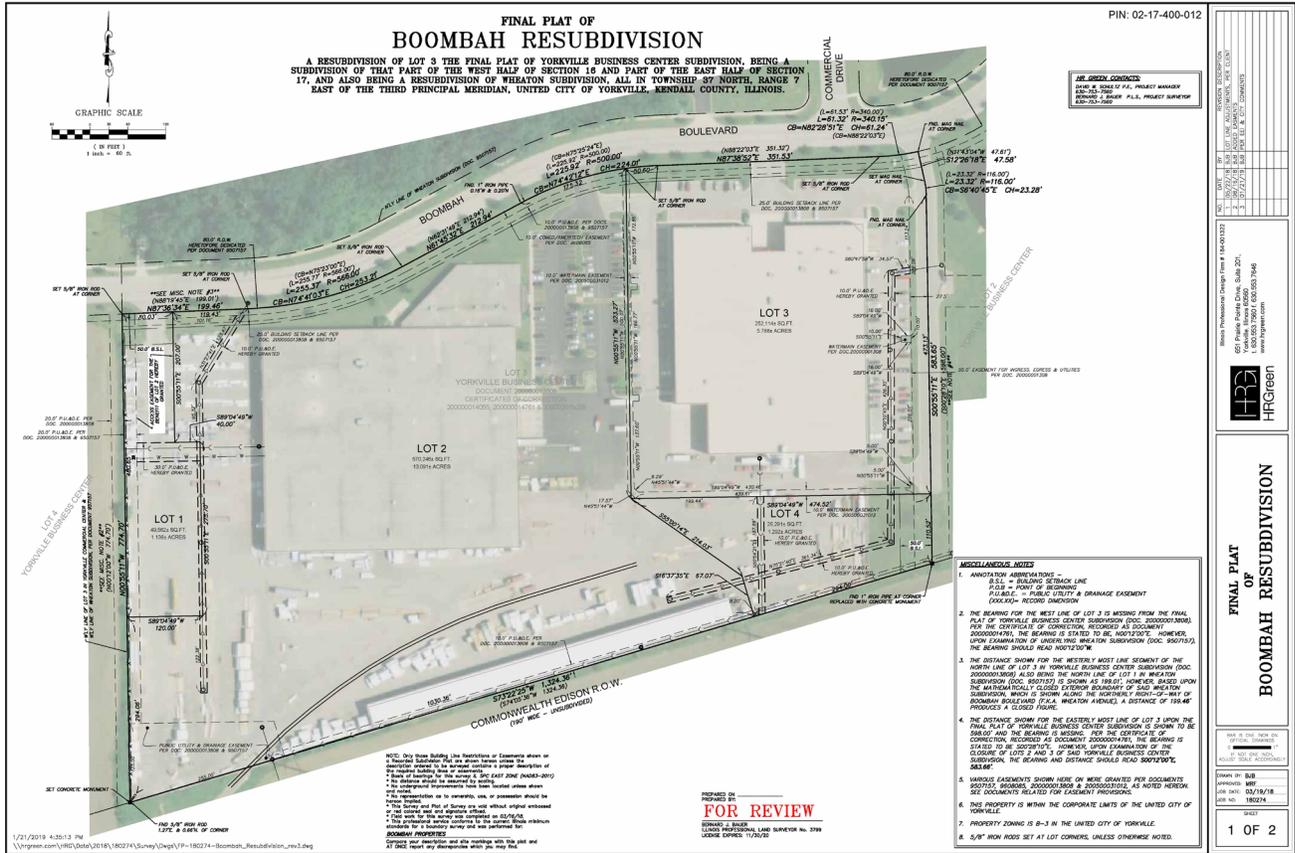
The petitioner, Boombah Inc., is seeking final plat approval to resubdivide Lot 3 of the Yorkville Business Center, an approximately 21-acre parcel. Located in the southwest quadrant of IL Route 47 (N. Bridge Street) and Boombah Boulevard, this parcel was part of the original Inland Land/F.E. Wheaton Annexation Agreement approved by the City of Yorkville in 1995. Currently, the parcel is improved with two (2) buildings zoned B-3 General Business District utilized by Boombah Inc. for their custom athletic apparel business operations.



Proposed Final Plat of Resubdivision:

As proposed, the approximately 21-acre parcel will be resubdivided into four (4) separate lots as defined below:

PARCEL	DESCRIPTION	LOT SIZE	ACCESS AVAILABLE
Lot 1	New Parcel/Unimproved	49,562 sq. ft (1.138 acres)	Existing access from Boombah Blvd.
Lot 2	New Parcel/Existing Building	570,264 sq. ft (13.091 acres)	Existing access from Boombah Blvd. Requires supplemental access easement from Lot 1 to connect Boombah Blvd for accessory truck traffic.
Lot 3	New Parcel/Existing Building	252,114 sq. ft. (5.788 acres)	Existing access from Boombah Blvd and private side road.
Lot 4	New Parcel/Unimproved	26,291 sq. ft (1.292 acres)	Future access from extension of private side road.



The proposed Final Plat of Resubdivision has been reviewed by the City’s engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance’s Standards for Specification. Comments dated January 24, 2019 were provided (see attached) and have been responded to by the petitioner’s engineer, HR Green in a resubmitted Final Plat of Resubdivision dated 02/01/19. The subsequent EEI engineering review, has found the submitted plans in general conformance with the City’s requirements and standard engineering practices.

Staff Comments:

Based upon the review of the proposed Final Plat of Resubdivision of Lot 3 in the Yorkville Business Center, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, we recommend **approval** of the final plat of resubdivision as currently presented.

Proposed Motion:

In consideration of the proposed Final Plat of Resubdivision of Lot 3 in the Yorkville Business Center, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised February 1, 2019, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Copy of Petitioner’s Application
2. Final Plat of Resubdivision of Lot in the Yorkville Business Center prepared by HR Green date last revised 02/01/19.
3. EEI Letter to the City dated January 24, 2019 re: Boombah, Lot 3 – Final Plat.
4. Plan Council packet materials from January 10, 2019



United City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-3436

APPLICATION FOR LOT REPLATTING (RE-SUBDIVIDING)

Purpose of Application

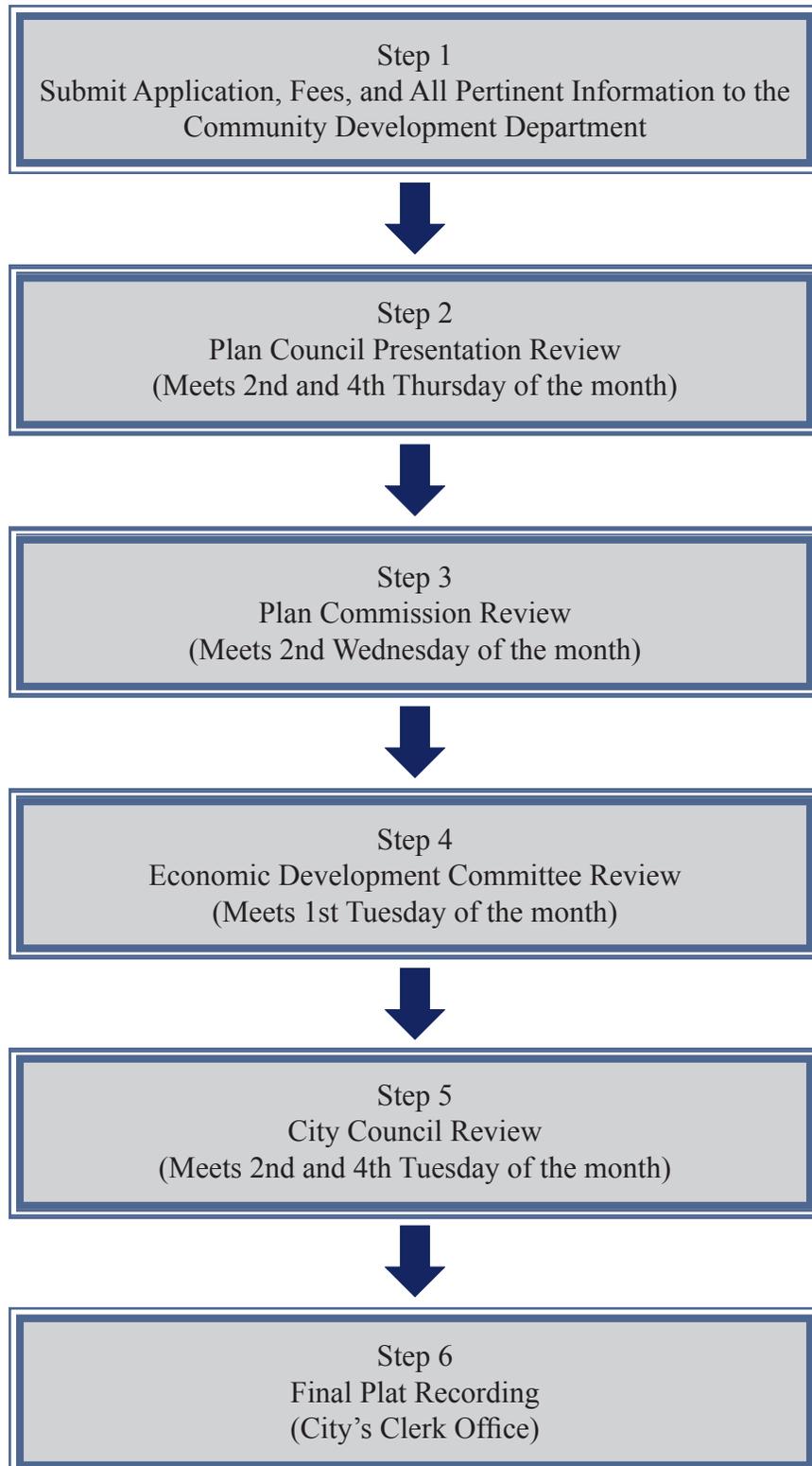
The purpose of the Subdivision Control Ordinance is to regulate the orderly division of land into two (2) or more lots or parcels by protecting the interests of the landowner, the city and the general public. The process for applying for lot re-platting or “re-subdividing” land allows for the review of a proposed layout of the divided lots and establishes standard design specification to ensure adequate roadways for safe and efficient traffic circulation is provided; safeguard against flood damage; promotes access and availability of utilities; and requires the provision of other necessary public improvements. However, there are some instances where an application for replatting is not required as the type of resubdivision is deemed exempt. Refer to Section 11-1-4 of the Subdivision Control Ordinance for those circumstances.

This packet explains the process to successfully submit and complete an Application for Resubdividing a Lot. It includes a detailed description of the process and the actual application itself (Pages 7 and 10). Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Replatting process, please refer to “Title 11 Subdivision Control” of the Yorkville, Illinois City Code.

Application Procedure

Procedure Flow Chart



Application Procedure

Step 1

Application Submittal

The following must be submitted to the Community Development Department:

- 2 original signed applications with legal description.
- 5 copies each of the application, proposed drawings, location map, site plan.
- Appropriate filing fee. (See attached Fee Sheet on page 6)
- 1 CD containing an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: 15 copies depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments. 5 of the copies must be full size while the remaining 10 must be 11” by 17”.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of 45 days prior to the targeted Plan Commission meeting. An incomplete submittal could delay the scheduling of the project.

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

Applicant will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The applicant will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.

Step 2

Plan Council

Applicant must present the proposed subdivision re-plat to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, applicant will move forward to the Plan Commission hearing.

Application Procedure

Step 3

Plan Commission

Applicant will attend a public hearing conducted by the Plan Commission. The Plan Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The applicant is responsible for sending certified public hearing notices to adjacent property owners within 500 feet of the subject property no less than 15 days and no more than 30 days prior to the public hearing date. Twenty Four (24) hours prior to the public hearing, a certified affidavit must be filed by the applicant with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Plan Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council.

Step 4

Economic Development Committee

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

Step 5

City Council

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

Step 6

Final Plat Recording

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and 4 paper copies. The City of Yorkville requires that you submit 2 recorded paper copies to the Deputy Clerk.

Application Procedure

Dormant Applications

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

Application For Lot Replatting (Re-Subdividing)

Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Land Planner/Surveyor

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Lot Replatting (Re-Subdividing)

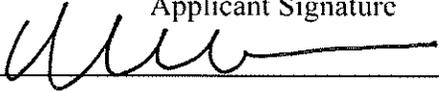
Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

Date





THIS APPLICATION MUST BE NOTARIZED

PLEASE NOTARIZE IN THE SPACE BELOW:

Signed + sealed before
me on this 12th day of
September, 2018




United City of Yorkville
 County Seat of Kendall County
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Property Address: 204 Boombah Blvd.	Project No.: FOR CITY USE ONLY	Fund Account No.: FOR CITY USE ONLY
---	---------------------------------------	--

Petition/Approval Type: check appropriate box(es) of approval requested

- Concept Plan Review Amendment (Text) (Annexation) (Plat) Annexation
 Rezoning Special Use Mile and 1/2 Review
 Zoning Variance Preliminary Plan Final Plans
 P.U.D. Final Plat

Petitioner Deposit Account Fund:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

Name/Company Name: Boombah, Inc.	Address: 202 Boombah Blvd.	City: Yorkville	State: IL	Zip Code: 60560
Telephone: 815.941.1431	Mobile: 630.360.0344	Fax: 630.518.4173	E-mail: mike.mann@boombah.com	

Financially Responsible Party:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Print Name: Mike Mann Title: Director of Sales and Marketing
 Signature*: Date: 9-17-18

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

FOR CITY USE ONLY

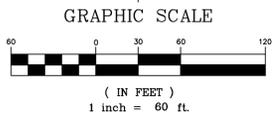
ACCOUNT CLOSURE AUTHORIZATION:

Date Requested: _____ Completed Inactive
 Print Name: _____ Withdrawn Collections
 Signature: _____ Other

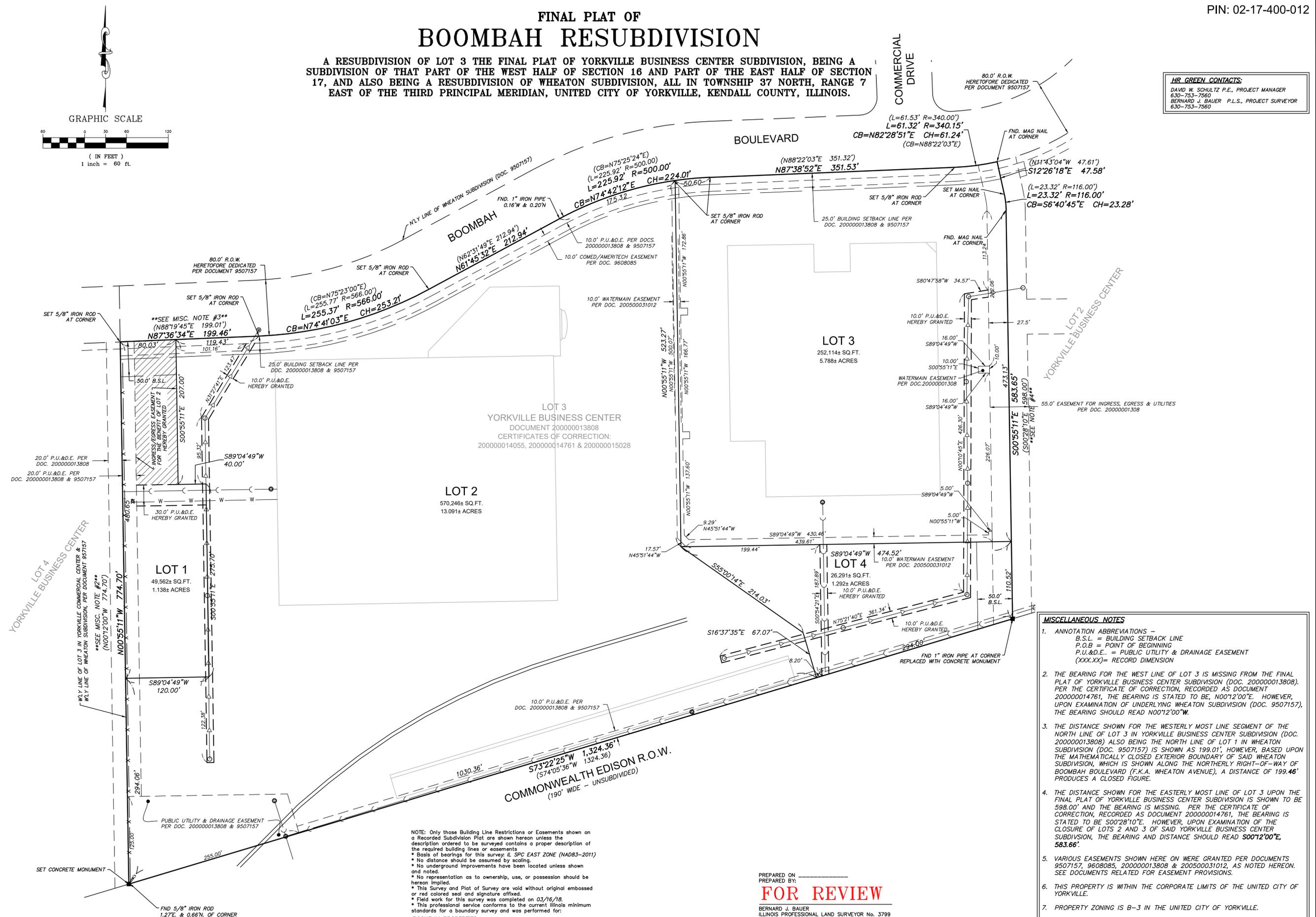
DEPARTMENT ROUTING FOR AUTHORIZATION: Comm Dev. Building Engineering Finance Admin.

FINAL PLAT OF BOOMBAH RESUBDIVISION

A RESUBDIVISION OF LOT 3 THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 16 AND PART OF THE EAST HALF OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7560
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560



- MISCELLANEOUS NOTES**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
P.O.B = POINT OF BEGINNING
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
(XXX.XX) = RECORD DIMENSION
 - THE BEARING FOR THE WEST LINE OF LOT 3 IS MISSING FROM THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION (DOC. 200000013808). PER THE CERTIFICATE OF CORRECTION, RECORDED AS DOCUMENT 200000014761, THE BEARING IS STATED TO BE, N00°12'00"E. HOWEVER, UPON EXAMINATION OF UNDERLYING WHEATON SUBDIVISION (DOC. 9507157), THE BEARING SHOULD READ N00°12'00"W.
 - THE DISTANCE SHOWN FOR THE WESTERLY MOST LINE SEGMENT OF THE NORTH LINE OF LOT 3 IN YORKVILLE BUSINESS CENTER SUBDIVISION (DOC. 200000013808) ALSO BEING THE NORTH LINE OF LOT 1 IN WHEATON SUBDIVISION (DOC. 9507157) IS SHOWN AS 199.01', HOWEVER, BASED UPON THE MATHEMATICALLY CLOSED EXTERIOR BOUNDARY OF SAID WHEATON SUBDIVISION, WHICH IS SHOWN ALONG THE NORTHERLY RIGHT-OF-WAY OF BOOMBAH BOULEVARD (F.K.A. WHEATON AVENUE), A DISTANCE OF 199.46' PRODUCES A CLOSED FIGURE.
 - THE DISTANCE SHOWN FOR THE EASTERLY MOST LINE OF LOT 3 UPON THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION IS SHOWN TO BE 583.00' AND THE BEARING IS MISSING. PER THE CERTIFICATE OF CORRECTION, RECORDED AS DOCUMENT 200000014761, THE BEARING IS STATED TO BE S00°28'10"E. HOWEVER, UPON EXAMINATION OF THE CLOSURE OF LOTS 2 AND 3 OF SAID YORKVILLE BUSINESS CENTER SUBDIVISION, THE BEARING AND DISTANCE SHOULD READ S00°12'00"E, 583.66'.
 - VARIOUS EASEMENTS SHOWN HERE ON WERE GRANTED PER DOCUMENTS 9507157, 9608085, 200000013808 & 200500031012, AS NOTED HEREON. SEE DOCUMENTS RELATED FOR EASEMENT PROVISIONS.
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - PROPERTY ZONING IS B-3 IN THE UNITED CITY OF YORKVILLE.
 - 5/8" IRON RODS SET AT LOT CORNERS, UNLESS OTHERWISE NOTED.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
 * Basis of bearings for this survey: IL SPC EAST ZONE (NAD83-2011)
 * No distance should be assumed by scaling.
 * No underground improvements have been located unless shown and noted.
 * No representation as to ownership, use, or possession should be hereon implied.
 * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
 * Field work for this survey was completed on 03/16/18.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

BOOMBAH PROPERTIES
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

PREPARED ON _____
 PREPARED BY: _____
FOR REVIEW
 BERNARD J. BAUER
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	05/22/18	BJB	LOT LINE ADJUSTMENTS, PER CLIENT
2	08/16/18	BJB	ADDED EASEMENTS
3	01/21/19	BJB	PER EET & CITY COMMENTS
4	02/01/19	BJB	ADDES INGRESS/EGRESS EASEMENT PROVISIONS

Illinois Professional Design Firm # 184-001322
 651 Prairie Pointe Drive, Suite 201,
 Yorkville, Illinois 60560
 t. 630.553.7560 f. 630.553.7646
 www.hrgreen.com



FINAL PLAT OF BOOMBAH RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
 APPROVED: MRF
 JOB DATE: 03/19/18
 JOB NO: 180274

FINAL PLAT OF BOOMBAH RESUBDIVISION

A RESUBDIVISION OF LOT 3 THE FINAL PLAT OF YORKVILLE BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 16 AND PART OF THE EAST HALF OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION, ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

OWNERSHIP CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT BOOMBAH PROPERTIES, INC. AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____, THIS _____ DAY OF _____, 20____

CORPORATION NAME _____

COMPLETE ADDRESS _____

BY: PRESIDENT _____ SECRETARY _____
PRINTED NAME _____ PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

MORTGAGOR'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE RECORDED _____ AS DOCUMENT NUMBER _____ IN THE OFFICE OF THE RECORDER OF DEEDS, _____ COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF AT _____

THIS _____ DAY OF _____, 20____

Bank Name and Complete Address _____

By: _____
Printed Name and Title _____

Attest: _____
Printed Name and Title _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____, PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

INGRESS/EGRESS EASEMENT PROVISIONS

THE NONEXCLUSIVE RIGHT OF INGRESS AND EGRESS IS HEREBY GRANTED THE PORTION OF LOT 1 INDICATED HEREON AS "INGRESS/EGRESS EASEMENT" FOR THE BENEFIT OF LOT 2 FOR THE PASSAGE OF VEHICLES TO AND FROM LOT 1 TO BOOMBAH BOULEVARD.

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RE-CROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

MAYOR _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS, DATED AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ENGINEER _____

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ADMINISTRATOR _____

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. _____ AT A MEETING HELD THIS _____ DAY OF _____, 20____

CITY CLERK _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 20____

COUNTY CLERK _____

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CHAIRMAN _____

KENDAL COUNTY RIGHT TO FARM STATEMENT

NOTICE: KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 3 IN YORKVILLE BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 16 AND PART OF THE EAST 1/2 OF SECTION 17, AND ALSO BEING A RESUBDIVISION OF WHEATON SUBDIVISION ALL IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED OCTOBER 10, 2000 AS DOCUMENT 200000013808 SLOT 718 AND 719 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 12, 2000 AS DOCUMENT 200000014055 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 25, 2000 AS DOCUMENT 200000014761 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 31, 2000 AS DOCUMENT 200000015028, LOCATED IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C00374, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/20

NO.	DATE	BY	REVISION DESCRIPTION
1	05/22/18	BJB	LOT LINE ADJUSTMENTS, PER CLIENT
2	08/16/18	BJB	ADDED EASEMENTS
3	01/21/19	BJB	PER EEI & CITY COMMENTS

Illinois Professional Design Firm # 184-001322
651 Prairie Pointe Drive, Suite 201,
Yorkville, Illinois 60560
t. 630.553.7580 f. 630.553.7646
www.hrgreen.com



FINAL PLAT OF BOOMBAH RESUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MRF
JOB DATE: 03/19/18
JOB NO: 180274



Engineering Enterprises, Inc.

January 24, 2019

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Boombah, Lot 3 – Final Plat – 2nd Review
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Final Plat of Boombah Resubdivision, revised dated 1/21/19, prepared by HR Green

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of land surveying and engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

1. Access easement provisions are needed.
2. On Lot 4, the P.E. & D.E. needs to be changed to P.U. & D.E.

The Developer should make the necessary revisions and re-submit the Plat for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Vice President

BPS/MGS/TNP

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)
Mr. Jason Engberg, Senior Planner (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Mr. Pete Ratos, Building Department (Via e-mail)
Ms. Dee Weinert, Admin Assistant (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Mr. David Schultz, HR Green (Via e-mail)
TNP, JAM, EEI (Via e-mail)

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2018\YO1861-DR 204 Boombah- Lot 3\Docs\PlanCouncil PlatRev02.doc

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com



Memorandum

To: Plan Council
 From: Krysti Barksdale-Noble, Community Development Director
 Date: December 5, 2018
 Subject: **PC 2019-01 204 Boombah Blvd – Lot 3 (Final Plat)**
 Proposed Resubdivision of Approximately 21-acres

I have reviewed the application for Final Plat approval received November 14, 2018 as submitted by HR Green on behalf of Boombah, Inc., Petitioner, as well as a Final Plat of Resubdivision prepared by HR Green, Inc. dated last revised 08/16/18.

The petitioner is seeking Final Plat approval for an approximately 21-acre site located in the southwest quadrant of IL Rte 47 (N. Bridge St.) and Boombah Blvd. Based upon my review of the application documents and plans; I have compiled the following comments:

GENERAL ZONING/PLANNING COMMENTS:

1. **ZONING** - The subject property is currently zoned B-3 General Business District. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	OS-1 Open Space (Passive) B-3 General Business District (Yorkville Business Center)	Wheaton Woods Park Commercial
South	Public Utilities	ComEd right-of-way BNSF Railroad
East	B-3 General Business District (Yorkville Business Center)	Undeveloped
West	M-1 Limited Manufacturing District	Undeveloped

2. **AERIAL OVERLAY** – Staff is requesting an aerial overlay of the proposed resubdivision of land, as there are two (2) existing buildings on Lots 2 and 3 which also have parking lots. Please provide a calculation of the parking that will be provided on each parcel after the proposed resubdivision as well building setback dimensions for each resubdivided lot.
3. **BUILDING SETBACKS** – the following building setbacks are for parcels zoned B-3 General Business District:

BUILDING SETBACK	REQUIRED MINIMUM	PROPOSED SETBACK
Side/Corner Yard Setback	20 ² /30 ²	25' (East/West)
Front Yard	50'	25' (North)
Rear Yard/Transitional Yard	20 ² /30 ²	Unknown (South)

According to the proposed Final Plat, there is a building setback of 25 feet which references recorded document 200000013808 & 9507157. However, per Ordinance No. 1995-5 which annexed the original development, any approved bulk regulations for this development were locked into place until the term of the document. The annexation agreement (Ord. No, 1995-5) expired March 23, 2015. Therefore, the proposed new lots will have to meet the current building setback standard.

4. **MAXIMUM BUILDING HEIGHT** - Maximum building height for the B-3 District is 80 feet.
5. **MAXIMUM LOT COVERAGE** – Per Section 10-7-1 of the Yorkville Zoning Code, the maximum lot coverage for the B-3 General Business District (inclusive of sidewalks, parking areas and all impervious surfaces) is 80%.
6. **FINAL SUBDIVISION PLAT** – Refer to engineer’s comments.



Engineering Enterprises, Inc.

January 2, 2019

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: *Boombah, Lot 3 – Final Plat
United City of Yorkville, Kendall County, Illinois***

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Application for Final Plat
- Final Plat of Boombah Resubdivision, dated 8/16/18, prepared by HR Green

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of land surveying and engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

Final Plat

1. The Plat shows PU&DE easements being added on the west side of the property for the existing storm sewer and sanitary sewer service for the existing building. These are privately owned and maintained utilities and do not require public utility easements.
2. Additional information is required for the proposed Lot 1. There are PU&DE easements shown with Lot 1 but without information on the purpose of the easements we can't complete our review.
3. Remove the provisions titled Easement Provisions.

Ms. Krysti Barksdale-Noble

January 2, 2019

Page 2

4. Change the provisions title Easement for Public Utilities and Drainage Provisions to Public Utilities and Drainage Easement Provisions.

The Developer should make the necessary revisions and re-submit the Plat and supporting documentation along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/MGS/TNP

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)
Mr. Jason Engberg, Senior Planner (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Mr. Pete Ratos, Building Department (Via e-mail)
Ms. Dee Weinert, Admin Assistant (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Mr. David Schultz, HR Green (Via e-mail)
TNP, JAM, EEI (Via e-mail)



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2019-02

Agenda Item Summary Memo

Title: PZC 2019-02 Massage Establishment Text Amendment

Meeting and Date: City Council – February 26, 2019

Synopsis: Memo outlining proposed text amendments to Chapter 6 of the Zoning Ordinance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
 From: Jason Engberg, Senior Planner
 CC: Bart Olson, City Administrator
 Krysti J. Barksdale-Noble, Community Development Director
 Date: February 19, 2016
 Subject: **PZC 2019-02 Massage Establishment Text Amendment**

BACKGROUND:

Recently, changes have been made to the City’s regulations regarding single person massage establishments which require them to obtain a license from the City. Previously, these types of establishments were allowed to operate without a license but have now been applying over the past few months to comply with the new regulations.

An existing business submitted a commercial occupancy permit which states they are located in the O Office District. The City’s code states that massage establishments are permitted in the B-1, B-2, B-3, and B-4 Business Districts and not the O Office district.

This application has lead staff to evaluate the current standards and determine whether massage establishments should be allowed in the O Office Districts. Staff is recommending that massage establishments be permitted O Office District.

PROPOSED REVISIONS:

To allow massage establishments in the O Office District, Table 10.06.03 of Section 10-6-0 of the Yorkville City Code must be amended. The following change to the table is being proposed (change in red):

Use Category	Zoning Districts															
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Massage establishment	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission held a public hearing for the proposed text amendment to the Yorkville Zoning Ordinance. The Commission approved the changes without any additional comments or stipulations. The commission made the following action on the motion below:

In consideration of testimony presented during a Public Hearing on February 13, 2019, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-6 of the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated February 6, 2019.

Action Item:

Olson-aye; Harker-aye; Horaz-aye; Marcum-aye; Vinyard-aye

5 ayes; 0 no

Attachments

1. PZC Memorandum
2. Public Hearing Notice
3. Draft Ordinance



Memorandum

To: Planning and Zoning Commission
 From: Jason Engberg, Senior Planner
 CC: Krysti J. Barksdale-Noble, Community Development Director
 Date: February 6, 2019
 Subject: **PZC 2019-02 Massage Establishment Text Amendment**

BACKGROUND:

Recently, changes have been made to the City’s regulations regarding single person massage establishments which require them to obtain a license from the City. Previously, these types of establishments were allowed to operate without a license, but have now been applying over the past few months to comply with the new regulations.

The application for a massage license requires the submittal of a commercial occupancy permit to the building department. This allows for a zoning review to be conducted within the process to ensure that proposed land uses are permitted within their respective zoning districts. An existing business submitted a commercial occupancy permit which states they are located in the O Office District. The City’s code states that massage establishments are permitted in the B-1, B-2, B-3, and B-4 Business Districts and not the O Office district.

This application has lead staff to evaluate the current standards and determine whether massage establishments should be allowed in the O Office Districts. Staff is recommending that massage establishments be permitted O Office District. Staff is making this recommendation based on the existing similar uses permitted in the O Office District. Some of these permitted uses include medical clinics, chiropractors, and other professional services. Since massage establishments are a specific type of professional service, it stands to reason that massage establishments should be permitted wherever professional service uses are permitted.

PROPOSED REVISIONS:

To allow massage establishments in the O Office District, Table 10.06.03 of Section 10-6-0 of the Yorkville City Code must be amended. The following change to the table is being proposed (change in red):

Use Category	Zoning Districts															
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Massage establishment	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-

STAFF COMMENTS:

Staff is recommending approval of the proposed text amendment. This amendment will only change the permitted use in the zoning ordinance. There are other changes being made to the massage establishment requirements, but those are being handled in a different part of the municipal code and are not a part of this request.

PROPOSED MOTION:

In consideration of testimony presented during a Public Hearing on February 13, 2019, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-6 of the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated February 6, 2019 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Public Hearing Notice
2. Draft Ordinance

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Chapter 6: Permitted and Special Uses to add licensed “massage establishments” as a permitted use in the O-Office District. Currently massage establishments are a permitted use only in business districts.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a meeting on said amendments on Wednesday, February 13, 2019 at 7 p.m. at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk

Ordinance No. 2019-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE ZONING ORDINANCE BY ALLOWING MASSAGE ESTABLISHMENTS INTO THE OFFICE ZONING DISTRICT

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

WHEREAS, pursuant to Section 10-4-10 of the Yorkville Zoning Ordinance the City may initiate amendments to the Yorkville Zoning Ordinance; and,

WHEREAS, the City filed seeking an amendment to the Yorkville Zoning Ordinance to allow Massage Establishments in the City’s O, Office zoning district; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on February 13, 2019, to consider the request and made Findings of Fact and Recommendations to the City Council to approve the requested text amendment.

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

Section 1: The above recitals are incorporated and made a part of this Ordinance.

Section 2: That Table 10.06.03 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended by adding as a permitted use “Massage Establishment” in the following zoning district:

“O, Office District”

Section 4: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2019.

City Clerk

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

KEN KOCH _____
ARDEN JOE PLOCHER _____
JOEL FRIEDERS _____
JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

Mayor



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

Agenda Item Number

Planning and Zoning Commission #3

Tracking Number

PZC 2019-04

Agenda Item Summary Memo

Title: City Council Recommendation PZC 2019 Kane County Jeter Road mile and one half review (rezone)

Meeting and Date: City Council – February 26, 2019

Synopsis: Memo updates Kane County Jeter Road mile and one half review of a rezone

Request. Heard at the 2-13-19 PZC Meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg Community Development
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: February 19, 2019
Subject: **PZC 2019-04** – Kane County 9 S. 661 Jeter Road (Rezone) 1.5 Mile Review

Staff Recommendation Summary:

Staff has reviewed a request from Kane County Development Department with the subsequent documents attached. The property is located within one and a half miles of the Yorkville Municipal Boundary which allows us the opportunity to review and provide comments to Kane County.

The petitioners, Forest Preserve District of Kane County, are requesting a map amendment to rezone a 5 acre portion of the property from the F District Farming to the F-1 District-Rural Residential. There are no proposed changes to any parts of this property. The entire 82.71 acre property is located in between Galena Road and Jericho Road along Jeter Road which is located northwest of Yorkville.

Staff has reviewed the request for rezone and *does not* have an objection to the petitioner's request. The purpose for the request for the rezoning of this property is to preserve the existing residential and farmhouse structures on the property while enabling either development or preservation for the existing farmland. It is a directive from the County's Comprehensive Plan to preserve their rural residential homes but not to deter development from available farm land. Yorkville's Comprehensive Plan does not have a future land use designation for this location as it is outside of that document's planning boundary.

This item was delivered to the City on December 7, 2018 with feedback requested prior to Kane County Board consideration.

Planning and Zoning Commission Recommendation:

This item was discussed at the February 13, 2019 Planning and Zoning Commission meeting and no comments were generated by the commission members. Staff will be available to answer any questions the City Council may have regarding the County Petition.

Attachments:

1. Planning and Zoning Memo with Attachments.



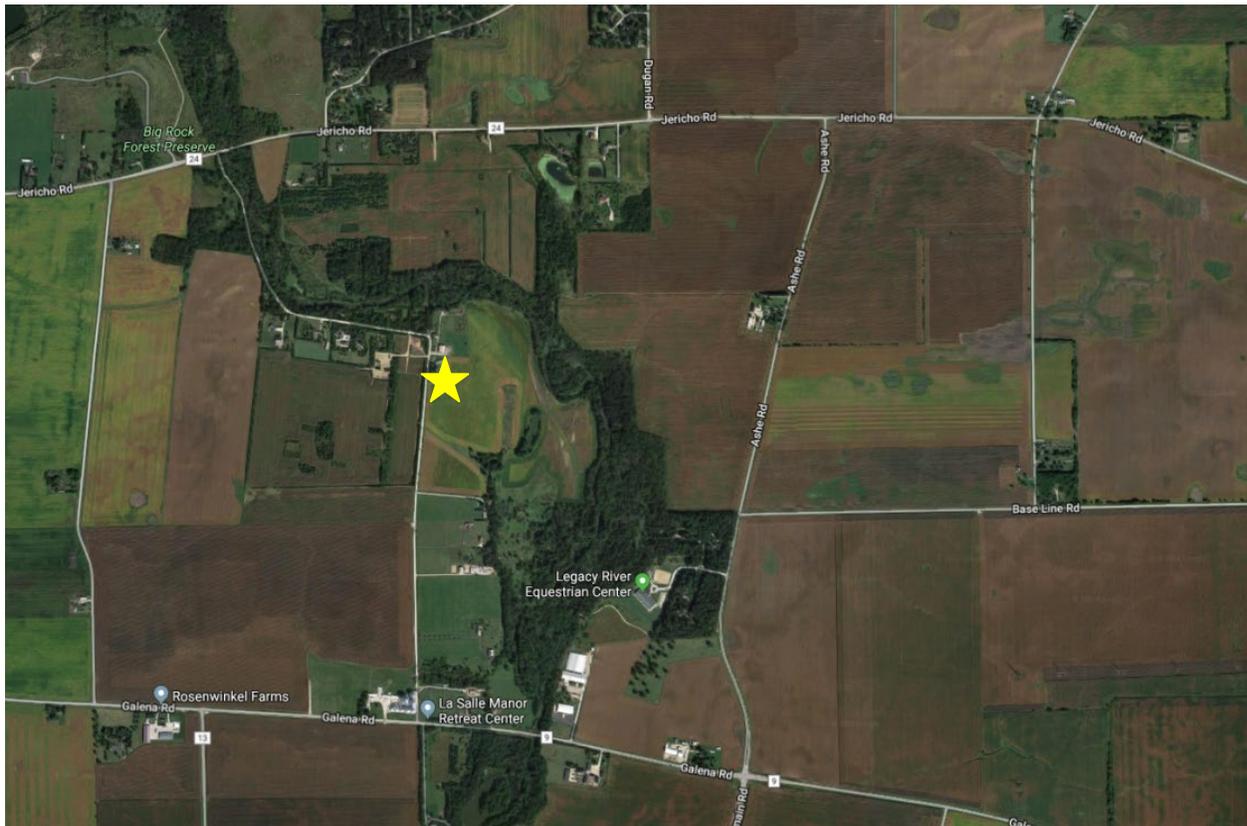
Memorandum

To: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: December 18, 2018
Subject: **PZC 2019-04** – Kane County 95661 Jeter Road (Rezone) 1.5 Mile Review

Proposal Summary

Staff has reviewed a request from Kane County Development Department with the subsequent documents attached. The property is located within one and a half miles of the Yorkville Municipal Boundary which allows us the opportunity to review and provide comments to Kane County.

The petitioners, Forest Preserve District of Kane County, are requesting a map amendment to rezone a 5 acre portion of the property from the F District Farming to the F-1 District-Rural Residential. There are no proposed changes to any parts of this property. The entire 82.71 acre property is located in between Galena Road and Jericho Road along Jeter Road which is located northwest of Yorkville.



The purpose for the rezoning of this property is to preserve the existing residential and farmhouse structures on the property while enabling either development or preservation for the existing farmland. As stated in the Kane County Zoning Ordinance:

Sec. 8.2. F1 District–Rural Residential

8.2-1 Purpose

The Kane County Board has established and adopted as a long-range goal, the preservation of prime agricultural land and has implemented this long-range goal through the adoption of a Comprehensive Plan and a Zoning Ordinance. However, the County Board is aware that some of the land indicated as agriculture in the Comprehensive Plan and zoned for agriculture will not be utilized as such because of soil productivity, vegetation, topography, man-made barriers, etc. The Rural Residential District is intended only for single-family residences and only for those areas indicated in the Comprehensive Plan for agriculture and for those areas therein shown to be unsuitable for such use.

To summarize, the County is following through on their Comprehensive Plan initiative to preserve historic rural residential structures without inhibiting future development opportunities.

As illustrated in the picture to the right, the red outlined section will be separated and zoned as F-1 to preserve the existing rural residential structures.

The petitioner is the Forest Preserve of Kane County and plans to sell this part of the property to a potential homeowner. Staff has discussed this request with the Zoning Department from the County and they stated the Forest Preserve does not plan on leasing or renting this space.

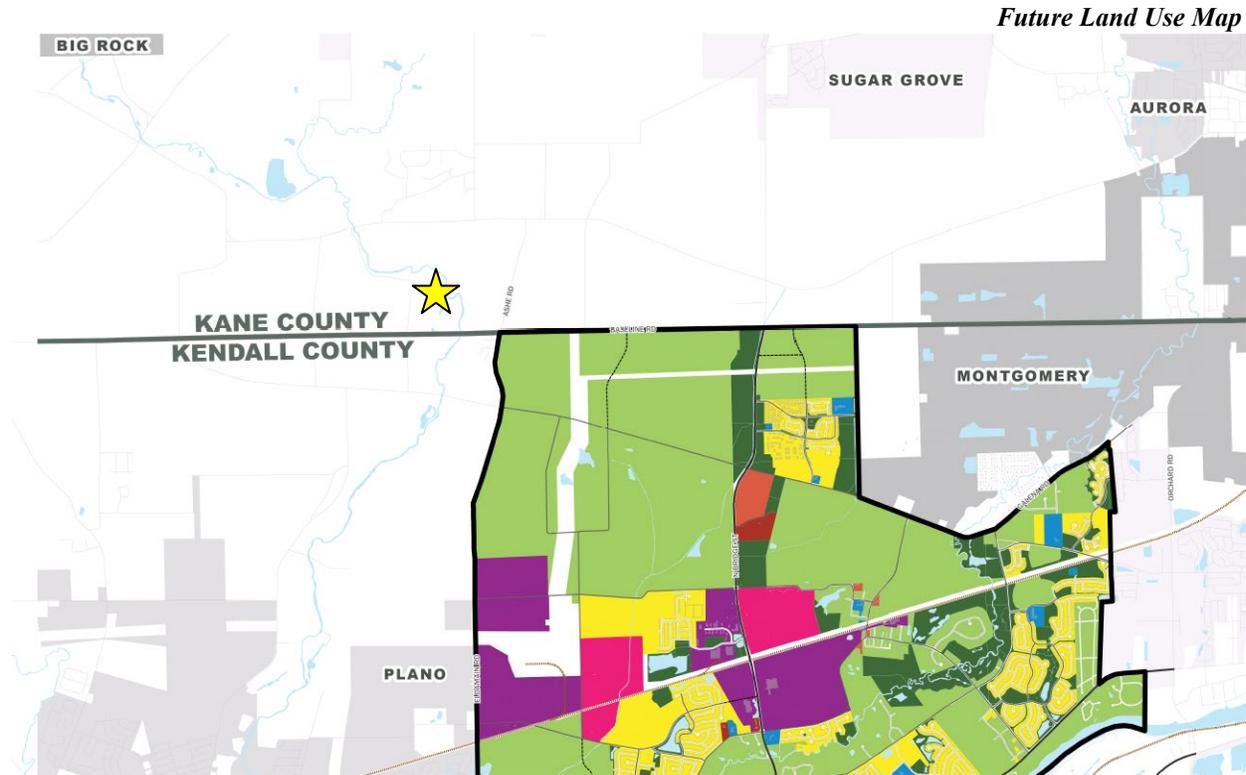
Therefore, if the request is approved, the short and long term plans for this property will remain the same as the current use.

Yorkville Comprehensive Plan

Yorkville's current 2016 Comprehensive Plan designation for this property is not stated. This property is within a mile and a half of the City's current boundary but this property is not within the



Planning Boundary of the Comprehensive Plan. The northwest corner of the City's Planning Boundary is the intersection of Baseline Road and Eldamain Road. Kane County has given us the courtesy of review since it is within one and a half miles of the current municipal boundary. Therefore, the City of Yorkville has no future land use designation for this property.



Staff Recommendation & Comments

Staff has reviewed the request for rezone and *does not* have an objection to the petitioner's request. Staff is seeking input from the Economic Development Committee for this request. This review will also be brought to the Planning and Zoning Commission at the February 13, 2018 meeting. This item was delivered to the City on December 7, 2018 with feedback requested prior to Kane County Board consideration.

Attachments

1. Application with Attachments

COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**
Mark D. VanKerkhoff, AIA, Director



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3480
Fax: (630) 232-3411

November 30, 2018

This rezoning petition will be going before the Kane County Zoning Board of Appeals at its meeting scheduled for Tuesday, January 8, 2019. Please send any comments to our office by that day to ensure they can be considered by the Board.

Thank you.

Keith T. Berkhout

Kane County Development Department

Attn: Zoning

719 S. Batavia Avenue

Geneva, Illinois 60134

630-232-3495

berkhoutkeith@co.kane.il.us

KANE COUNTY DEVELOPMENT DEPARTMENT
 Zoning Division, Kane County Government Center
 719 Batavia Avenue
 Geneva, Illinois 60134
 Office (630) 444-1236 Fax: (630) 232-3411

<i>Received Date</i>

**APPLICATION FOR ZONING MAP AMENDMENT
 AND/OR SPECIAL USE**

Instructions:

To request a map amendment (rezoning) for a property, complete this application and submit it with all required attachments to the Subdivision and Zoning Division.

When the application is complete, we will begin the review process.

The information you provide must be complete and accurate. If you have a question please call the subdivision and zoning division, and we will be happy to assist you.

1. Property Information:	Parcel Number (s): 1336300032 1336400006
	Street Address (or common location if no address is assigned): 95661 Jeter Road, Big Rock IL 60511

2. Applicant Information:	Name Forest Preserve District of Kane Co.	Phone 630-232-5981
	Address 1996 S. Kirk Road, Suite 320	Fax 630-232-5924
	Geneva, IL 60134	Email meyermonica@kaneforest.com

3. Owner of record information:	Name Same as above	Phone
	Address	Fax
		Email

Zoning and Use Information:

2040 Plan Land Use Designation of the property: agriculture

Current zoning of the property: F

Current use of the property: agriculture w/residence

Proposed zoning of the property: F-1

Proposed use of the property: agriculture w/residence

If the proposed Map Amendment is approved, what improvements or construction is planned? (An accurate site plan may be required)

none

Attachment Checklist

- Plat of Survey prepared by an Illinois Registered Land Surveyor.
- Legal description
- Completed Land Use Opinion application (Available in pdf form at www.kanedupageswed.org/luo.pdf), as required by state law, mailed to: The Kane Dupage Soil and Water Conservation District, 545 S. Randall Road, St. Charles, IL 60174.
- Endangered Species Consultation Agency Action Report (available in pdf form at www.dnr.state.il.us/orep/nrrc/aar.htm) to be filed with the Illinois Department of Natural Resources. N/A
- List of record owners of all property adjacent & adjoining to subject property
- Trust Disclosure (If applicable) N/A
- Findings of Fact Sheet
- Application fee (make check payable to Kane County Development Department) N/A

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

FPDUC/mini m magy, Executive Director 10/10/2018
Record Owner Date

FPDUC/mini m magy, Executive Director 10/10/2018
Applicant or Authorized Agent Date

Findings of Fact Sheet – Map Amendment and/or Special Use

- The Kane County Zoning Board is required to make findings of fact when considering a rezoning. (map amendment)
- You should “make your case” by explaining specifically how your proposed rezoning relates to each of the following factors.

Big Rock Rd - Jeter Road / FFDKC
Name of Development/Applicant

10/10/2018
Date

1. How does your proposed use relate to the existing uses of property within the general area of the property in question?

agriculture / residential

2. What are the zoning classifications of properties in the general area of the property in question?

agriculture, residential, open space

3. How does the suitability of the property in question relate to the uses permitted under the existing zoning classification?

It is suitable

4. What is the trend of development, if any, in the general area of the property in question?

Existing agriculture, residential and open space

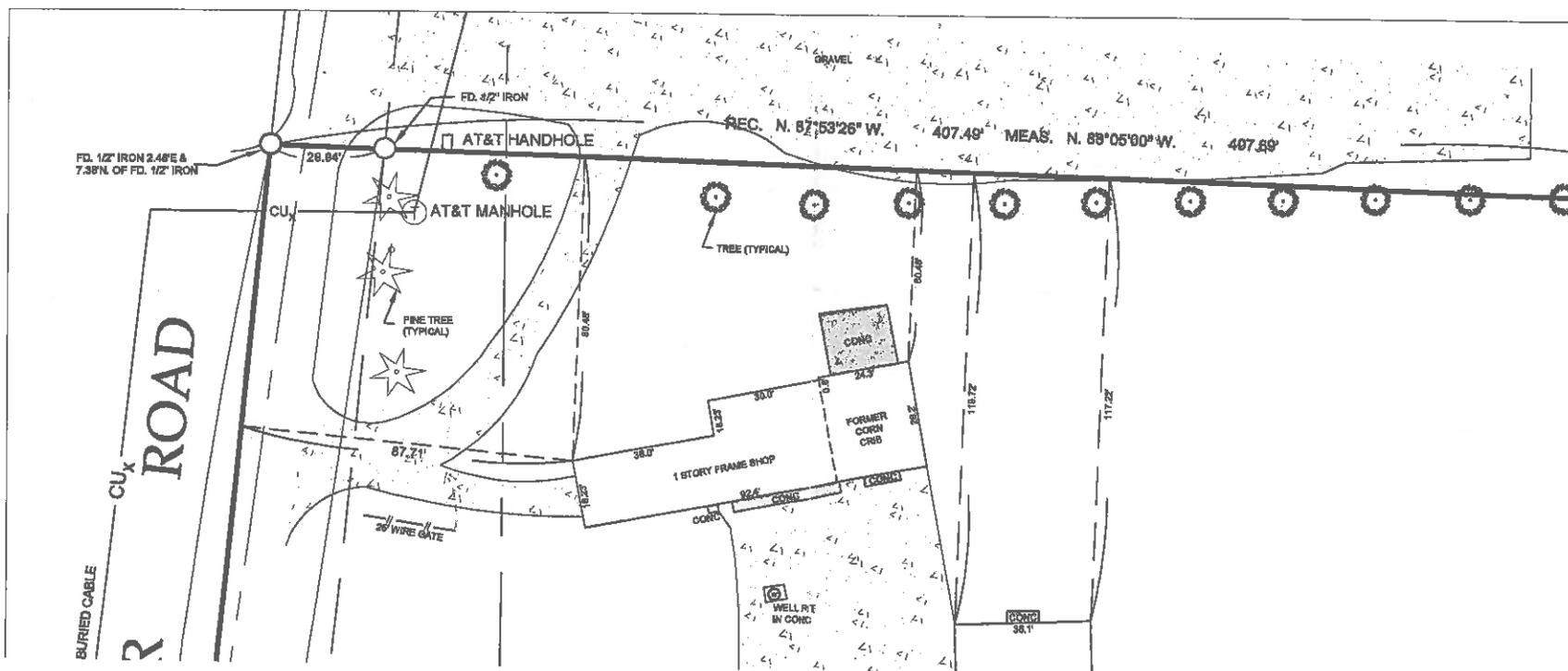
5. How does the projected use of the property, relate to the Kane County 2040 Land Use Plan?

agriculture and open space

BOUN

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 36, LOCATED 249.92 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 05 DEGREES 33 MINUTES 08 SECONDS EAST ALONG A LINE DRAWN THAT WOULD INTERSECT THE CENTER OF SAID SECTION 36, A DISTANCE OF 2024.73 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 33 MINUTES 08 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 518.04 FEET; THENCE SOUTH 84 DEGREES 26 MINUTES 52 SECONDS EAST, A DISTANCE OF 414.47 FEET; THENCE NORTH 04 DEGREES 44 MINUTES 32 SECONDS EAST, A DISTANCE OF 544.14 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 407.69 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWNSHIP OF BIG ROCK, KANE COUNTY, ILLINOIS.



JETER ROAD

MEAS. S. 05°33'08" W.

2024.73'

AT&T BURIED CABLE

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN

31 SITE

MEAS. S. 05°33'08" W. 518.04'

S. 84°26'52" E. 414.47'

N. 04°44'32" E. 544.14'

AREA = 5.0
SUBJECT TO 0.3574 ACR

SEE BUILDING
DETAIL.

FD. 1/2" IRON AT
RECORD CORNER

DEED N. 05°40'17" E.
MEAS. N. 05°33'08" E.

REC. N. 87°53'26" W. 407.49'
MEAS. N. 88°05'00" W. 407.69'

REC. S. 04°56'06" W. 684.15'
MEAS. S. 04°44'32" W. 684.15'

FD. 1/2" IRON AT
RECORD CORNER

PINE TREES

AT&T BURIED CABLE CU.

CU_x

FD. 1/2" IRON 1.44E &
1.75N. OF FD. 1/2" IRON

492.56'
485.40'

DEED N. 89°20'50" E. 389.69'
MEAS. N. 89°09'16" E. 389.69'

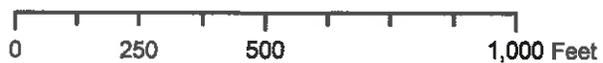
FD. 1/2" IRON 1.80E & 1.63N
OF FD. IRON & 5.75W OF
SPLIT RAIL FENCE CORNER



Big Rock Forest Preserve



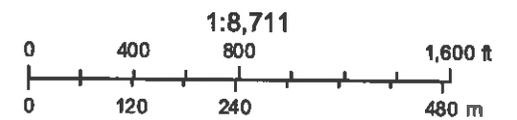
PIN #13-36-300-032 & 13-36-400-006
Approx. 5 acres
9S661 Jeter Road, Big Rock, IL 60511



Map Title



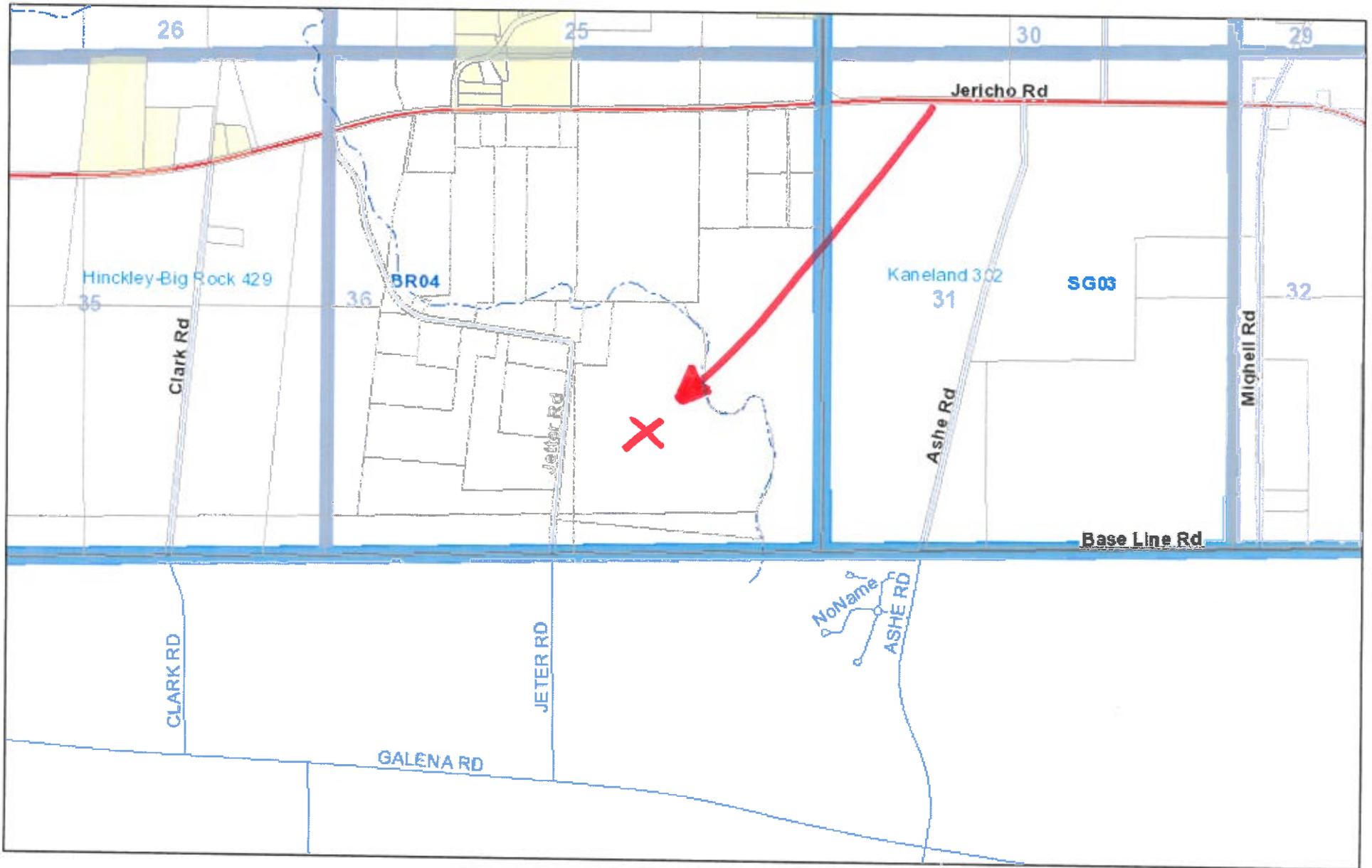
November 30, 2018



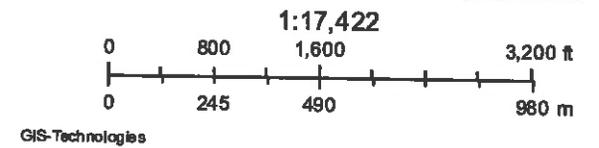
These layers do not represent a survey. No Accuracy is assumed for the data delineated here, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

Map Title



November 30, 2018



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois



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

Agenda Item Number

Planning and Zoning Commission #4

Tracking Number

PZC 2019-07

Agenda Item Summary Memo

Title: Neighborhood Design Manual

Meeting and Date: City Council - February 26, 2019

Synopsis: Details the proposed Neighborhood Design Manual

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: February 20, 2019
Subject: **PZC 2019-07 Neighborhood Design Manual**

SUMMARY:

The 2016 Comprehensive Plan outlines several strategies to support the maintenance and rehabilitation of Yorkville's traditional residential building stock. Creating a Neighborhood Design Manual was one strategy suggested in the plan. This memorandum contains a review of the project and the completed draft of the manual is attached for review.

PURPOSE:

The purpose of the manual is to encourage the conservation and preservation of the housing stock in the traditional neighborhood areas, as well as guide new housing construction that is in scale and character with adjacent housing. The manual will be a separate document from the existing appearance code, which addresses design issues primarily in Yorkville's newly developing areas. It is possible this manual may be used in tandem with a property rehabilitation incentive program that might be developed and adopted in the future. Even if a program like this is not implemented, the manual gives guidance for issues and maintenance to homeowners of these older houses. Following this manual is not mandatory and only serves as an informational document for owners of homes within this region.

STRATEGY:

Staff identified this project as a goal for accomplishment in 2018 as it supports the City's downtown planning initiatives. The senior planner was aware of a program at the University of Illinois in Urbana/Champaign which matches master's students with communities that could use additional help completing projects. The program allows students to earn credit for their degree, have a capstone project in their portfolio, and gain valuable planning knowledge in a real world setting.

Contact with the University was made in early 2018 to begin the project. A student, Tony Heath, showed interest in the project and was retained to work on the project throughout the summer and fall. Tony had previous work experience in historic preservation and creating guidelines from previous employment and was well suited to handle the project. Tony visited the City several times to conduct field research and has worked diligently to draft the complete design manual.

NEIGHBORHOOD DESIGN MANUAL OVERVIEW:

The Neighborhood Design Manual (attached) provides an executive summary and details the items within the document. For a quick overview, the manual is divided into four sections providing the following information:

1. Existing Conditions – Provides context for the study, study area boundaries, and information from the conducted field work
2. Common Issues with Older Homes – Summarizes common problems with older homes
3. Maintenance and Renovation Suggestions – Offers suggestions on the types of renovations needed and how to keep them consistent with neighboring properties and structures
4. Green Infrastructure and Sustainability – Gives tips and ideas for creating a more sustainable historic property

STAFF COMMENTS

Staff has provided this manual to both the Economic Development Committee and the Planning and Zoning Commission for review. Comments from each body have been received and the document has been modified to address their comments. The final draft attached to this memorandum is the culmination of several rounds of review and revisions. This project will not be codified in the zoning code but will be adopted as an official planning document of the City.

ATTACHMENTS:

1. Neighborhood Design Manual
2. January EDC Memorandum
3. January PZC Packet Materials
4. Draft Ordinance



NEIGHBORHOOD DESIGN MANUAL

For the United City of Yorkville
Traditional Neighborhood Area

February 21, 2019

EXECUTIVE SUMMARY

Purpose of this Manual

This Neighborhood Design Manual was prepared in accordance with the Goals & Policies of the 2016 Update to the Yorkville Comprehensive Plan, specifically Section 6 – Yorkville Neighborhoods which proposes “Strategy B: Prepare a Neighborhood Design Manual” to retain and enhance the character and livability of Yorkville’s traditional neighborhoods.

This manual was prepared between May and December of 2018 and included a field survey of the traditional neighborhood areas to create a photographic record of the housing stock as well as to collect and note key characteristics which may affect policy decisions.

This manual should be considered separately from the existing Design Guidelines which are primarily concerned with Yorkville’s developing areas. The strategies suggested here are intended primarily for existing residents with supplemental guidance for new construction and major renovations.

The contents of this manual are for informational purposes only. All price figures are estimates made at the time of this manual’s issuance and are subject to change.

What’s Inside

Section 01. Neighborhood Overview

The Neighborhood Overview provides a brief background description of the traditional neighborhood area as well as defining the study boundary and describing the nature of its relationship with the Fox River.

Section 02. Guidelines for Home Maintenance & Repair

The Guidelines for Home Maintenance & Repair describe some common problems with traditional homes, suggest potential solutions, and provides 6-month and 12-month maintenance checklists to help with upkeep of existing residences. This section also provides a brief list of additional resources and incentive programs for these homes.

Section 03. Guidelines for Renovation & New Construction

The Guidelines for Renovation & New Construction describe three key characteristics: scale, layout, and orientation that new development should seek to emulate in order to blend into the fabric of the surrounding neighborhood.

Section 04. Guidelines for Landscaping & Green Infrastructure.

The Guidelines for Landscaping & Green Infrastructure provide best practices for the landscape and hardscape surrounding homes in the traditional neighborhood area. These sections discuss the importance of native plants and provide guidance on simple green infrastructure practices which can be implemented at home.

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01

Neighborhood Overview



Image 1: A Home on the South side of the Fox River

Introduction

Yorkville's traditional neighborhoods are located around Downtown, both north and south of the Fox River (Figure A). The study area for this manual includes those areas with the highest concentration of vintage homes and irregular lots, consisting of the area running from Somonauk Street on the north side of the Fox River to Orange Street to the south and extending two to three blocks east and west from Bridge Street.

This neighborhood is defined by homes dating from the original settlement of Yorkville and Bristol in the mid-1800s through the post-War period in the 1960s and includes a huge variety of home types and architectural styles.

Figure A: Traditional Neighborhood Area

Neighborhood Overview

History

The first permanent structure in what would come to be the United City of Yorkville was built in 1833 by Earl Adams, located south of the Fox River, atop of the hill which is now home to the Kendall County Courthouse. Around the same time, Lyman and Burr Bristol began to develop property on the north side of the Fox River. Between 1834 and 1836 the community of Bristol was platted north of the Fox River and in 1836 Rulief Duryea laid out the village of Yorkville on the south side. The designation of Yorkville as the Kendall County seat in 1859 would guarantee future development of Bristol and Yorkville and they would be incorporated by 1861 and 1887 respectively.

The coming of the railroad located south of the river along Hydraulic Street would spur the development of downtown Yorkville making it the business and industrial center of this growing region and leaving Bristol on the north banks of the river as a more residential area. The impacts of this can still be seen today. The area with the highest concentration of pre-1900 homes is overlooking the river on the north bank of the Fox River in what used to be Bristol.

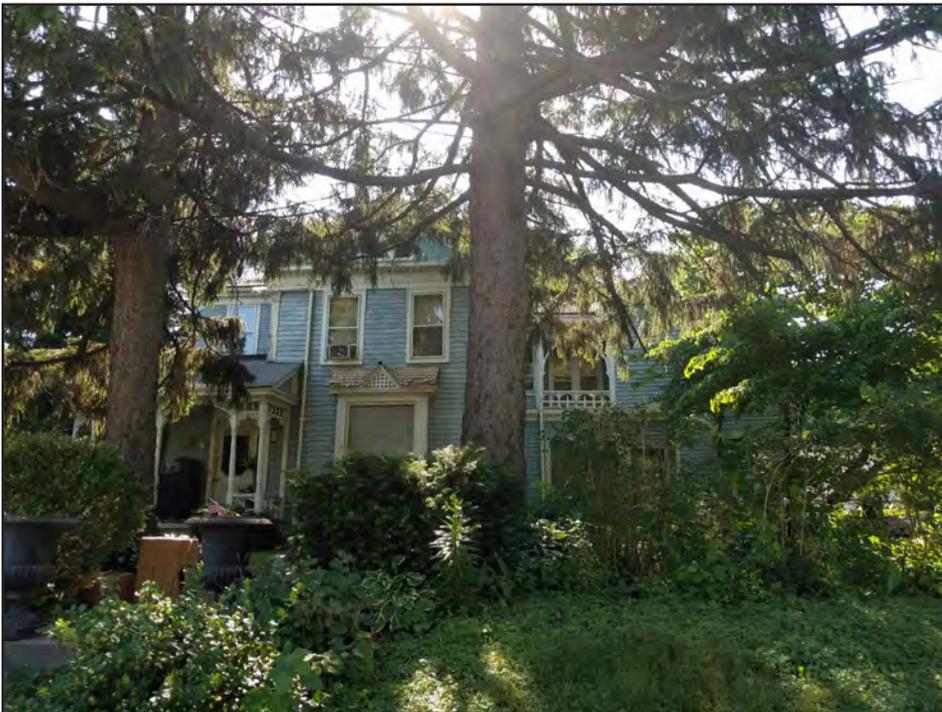


Image 2: A Home along Bridge Street, tucked behind old growth trees on the North Bank of the River.(Left)

Figure B (Table) & C (Map): Breakdown by Age

Original Construction	Number of Homes	% Total
Pre 1900	125	30%
1901 - 1949	85	20%
1950 - 1974	89	21%
1975 - 1999	69	16%
2000 - Present	27	6%
Unknown	26	6%
Total	421	100%

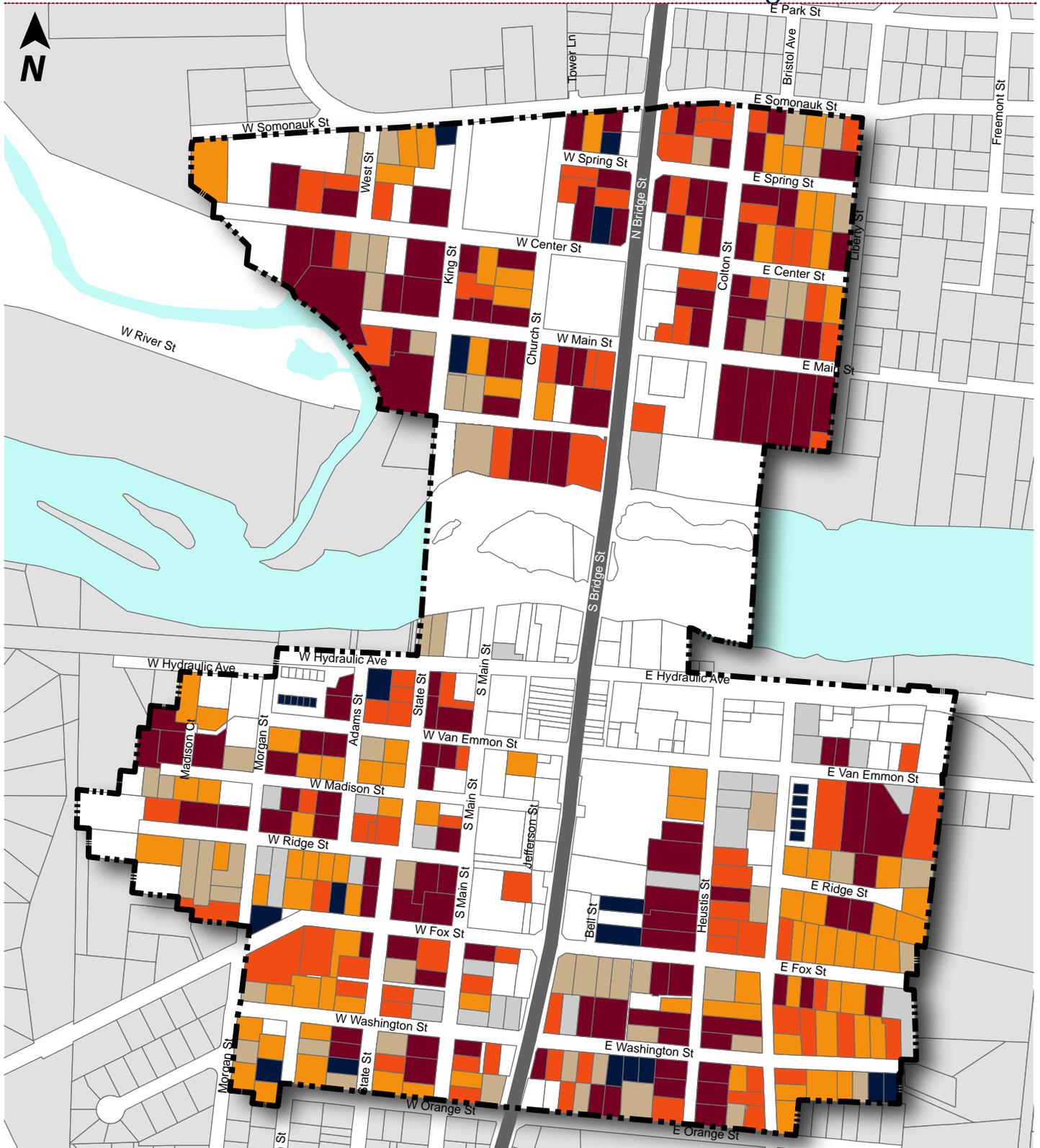
Figure D: 1939 Aerial Photography courtesy of Kendall Township CAMA Sales Viewer (Below)

By 1940, downtown Yorkville and Bristol had grown up and away from the River to define the boundaries of what we consider the Traditional Neighborhood area today.

In the years following the Second World War, the population of Yorkville would explode leading to the consolidation of the Yorkville-Bristol governments in 1957. This period would be marked by the prevalence of American suburban tract style housing in previously undeveloped areas but the area around downtown Yorkville would see new infill development as well, particularly in the areas south of Fox St and in the cul-de-sacs West of Morgan and East of Mill Street.




 N
 Downtown Yorkville & Bristol in 1939
 Source: Kendall Township



AGE OF RESIDENTIAL PROPERTIES

- Project Area Boundary
- Before 1900
- 1901 to 1949
- 1950 to 1974
- 1975 to 1999
- 2000 to Present
- Unknown Age

Neighborhood Overview

The Fox River

Built above the banks of the Fox River, the water has played an important role in the history of Yorkville as well as in its present-day appeal, making the protection and enhancement of the river in the interest of every resident.

Anything that happens in the Fox River basin has an impact on the river, and urbanization and development can be especially harmful. Storm water runoff from urbanized areas like roofs, lawns, and pavements can carry pollutants such as oil, debris, or sediment into the river and runoff from roofs or paved surfaces can raise the temperature of water several degrees!

While waste water from your home is treated at a municipal water treatment plant, storm water runoff is typically collected in curb inlets and drains and conveyed underground before being discharged directly into the River. This means that it is up to each and every home owner, especially those nearest to the River to take the protection of this resource into their own hands.

Homeowners can help protect the Fox River in a number of ways including everyday practices such as making sure to pick up after your dog or sweeping rather than hosing your driveway and sidewalk, to more permanent improvements such as installing permeable pavers in your driveway or transitioning to a native plant garden over a traditional lawn. The last section of this manual contains a number of best practices for Green Infrastructure to preserve and protect the Fox River.

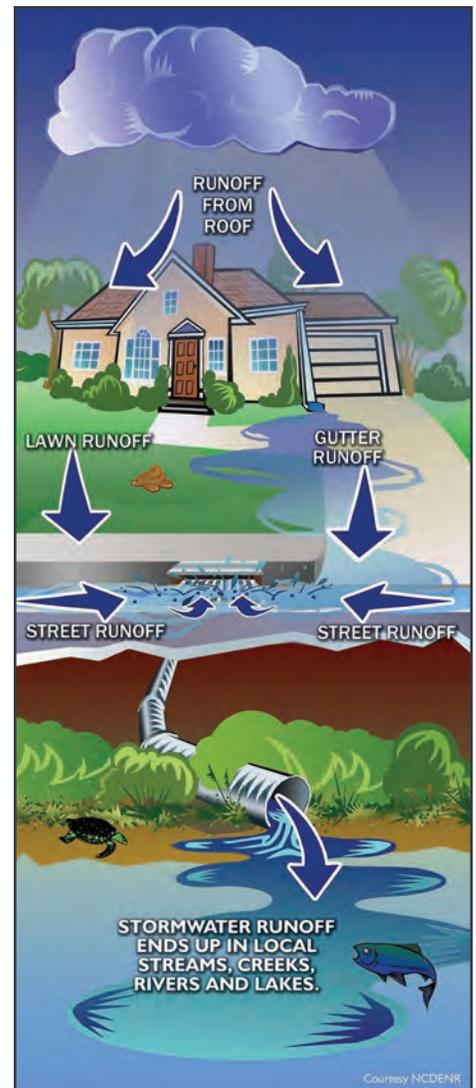


Figure E: Where Stormwater Goes. (Right)

Credit: NCDENR

Low Impact Development

Low Impact Development, or LID, is an alternative to traditional development patterns with an emphasis on minimizing the impact on the natural environment. With LID, development should minimize the amount of impervious surfaces (like roofs and pavement) and maximize the amount of stormwater runoff that is infiltrated into the ground on site through the use of permeable pavements, rain gardens, rain barrels, and other Green Infrastructure Practices (GIP). Green Infrastructure is most effective when it's small scale and distributed around a watershed, giving every homeowner an important part to play.

Figure F: An LID Diagram Showing Runoff being routed from impervious surfaces to a Rain Garden in the rear. (Below)

Credit: Doug Adamson, RDG Planning & Design, Image Courtesy of USDA-NRCS in Des Moines, Iowa



Guidelines for Home Repair & Maintenance

02



Image 3: Faded whitewashing reveals the original masonry on a 100+ year old Home on the North side of the River (Above)

Introduction

The homes around downtown Yorkville are part of what makes this district so appealing and unique.

Since vintage homes were typically made out of natural materials and often used more durable building practices, a 100 year old home could still be in good shape today, if it was well maintained.

While owning one of these homes is an appealing prospect for many people, it comes with a number of specific challenges which owners should be aware of.

Home Repair Guidelines

Common Problems

Hazardous Materials

Lead and asbestos are two hazardous materials commonly found in older homes. Lead can be found in exterior and interior paint made before 1978, as well as plumbing systems from prior to World War 2. Asbestos is a naturally occurring fibrous material that can cause serious lung and respiratory problems, including cancer. It was commonly used for insulation and fireproofing until it was banned by the EPA in the late 1980s.

Lead can be most hazardous for those with children, as it can lead to developmental issues. If you're concerned about lead in your house, it may be worthwhile to contact a professional lead paint removal service. If your plumbing system is very old, it could still contain measurable amounts of lead. A water filtration system for the entire home can cost between \$1,000 and \$3,000. A system for the kitchen tap alone may cost more than \$200. However, if your pipes contain lead, the only way to ensure that your water is lead free is to replace your home's entire piping system which can cost upwards of \$5,000.

While direct, prolonged exposure to asbestos can be a serious health hazard, insulation tucked away in walls or attics is not likely to pose a direct risk. However, removal and the fulfillment of special EPA criteria are required if you plan on knocking down walls, expanding your home's footprint, or attempting other expansive projects likely to uncover asbestos-laden material.

More info can be found at: <https://www.epa.gov/asbestos/>

Mold & Mildew Damage

Over time, homes exposed to excessive moisture can develop mold and mildew problems. Although particularly common in basements and bathrooms, moisture-related damage can occur anywhere and since infestations can start inside walls, it is possible to walk through a mold-infested home without realizing there's a problem.

While small amounts of mold or mildew are permissible and nearly inevitable, when left unchecked they can cause serious issues. Oftentimes the first sign can be a persistent cough or unseasonal allergies. Since mold eats away at its host surface it can also manifest in structural or foundational problems.

The best solution for mold and mildew are prevention. Ensuring proper ventilation in interior spaces or purchasing a dehumidifier can have a significant impact at low cost. Small infestations of mold or mildew can be treated by hand with store-bought sprays and an abrasive sponge or brush, but larger infestations may require professional assistance. Before buying an home, ensure that your homeowners insurance policy covers mold cleanup.

Foundation & Structural Problems

As homes age, they become prone to a variety of foundational and structural issues including settling or damage to structural elements. Signs of structural damage can range from doors which jam or fail to latch, cracked tile or concrete floors, visible wall cracks that grow over time, or floors that are clearly off-level.

Any apparent foundation or structural issue requires the opinion of a structural engineer. Catching an issue sooner rather than later can make a big impact on your wallet. While addressing minor issues can cost between \$300 to \$800, wholesale replacement can be in excess of \$20,000 to \$30,000. Homeowners insurance often doesn't cover the costs of structural repairs so you should expect these costs to be out of pocket.



Image 4.
Credit: Michael Coghlan



Image 5: Mold & Mildew prefer places that are damp such as basements, crawlspaces, foundations, as well as on building faces that receive minimal sun (Above)



Image 6: Dangerous Settling around the Foundation

Plumbing Expiration & Failure

All plumbing systems have an effective lifetime, so its important to know when the current plumbing system was installed when buying an old home.

Homes with large trees in their front yard should be particularly aware, due to the possibility of root and line failure. Tree roots tend to grow toward underground water lines and can cause failure outside of the home. Replacing a root-infested main pipe can cost between \$5,000 and \$20,000, but periodic maintenance of problem roots can cost as little as \$300 every few years.

Pipes made out of polybutylene, a grayish, flexible material common in the 1970s to 1990s should be replaced as soon as practicable. Chlorine, which is used to treat municipal water and is found in many household cleaners reacts with polybutylene, corroding the pipe and can lead to spontaneous failure.

Septic System Maintenance

While most homes in the traditional neighborhood area do not use septic systems, it is a common feature among many traditional homes or homes that were originally outside of the main town center. The US EPA identifies four key elements to maintain your home septic system. First, inspect and pump frequently. The average household septic system should be inspected every 3 to 5 years. Alternative systems with mechanical components should be inspected more frequently. Secondly, use water efficiently. The vast majority of water used in your home will eventually find its way to your septic system. Conserving water improves the performance and reduces risk of failure with a septic system. Third, properly dispose of waste. Think carefully before dumping something into your septic system. Avoid flushing anything besides toilet paper and human waste into your septic system and avoid dumping chemicals in your sink. And finally, maintain your drainfield. Your drainfield is responsible for removing contaminants from water after it is released from your septic tank. Avoid parking on your drainfield and speak with a professional regarding suitable distances for plants.

More info at: <https://www.epa.gov/septic/how-care-your-septic-system>

Roof Problems

Like plumbing systems, roofs have a natural lifespan as well.

Compromised roofs can lead to a number of issues including water damage, poor insulation, or pest infestations. Warning signs of potential roof issues include missing or damaged shingles, crumbling roof cement, bowed or sagging gutters, and persistent moisture in the upper stories of the house.

Special care should be taken on historic homes to match the existing shingling or tile pattern as these are often key architectural elements that define the structure's appearance.



Figure G: Pipe Material vs. Expected Lifespan

Pipe Material	Typical Lifespan
Copper or Brass	Up to 50 Years
Steel	20 Years
PEX or HDPE	40 - 50 Years
Polybutylene	Replace Immediately

Source: MoneyCrashers.net

Figure H: Roof Material vs. Expected Lifespan

Roof Material	Lifespan
Sloping Roofs	
Asphalt Shingles	15 - 40 Years
Treated Wood Shingles	30 Years
Fiberglass Shingles	50+ Years
Steel	40 - 60 Years
Copper	100+ Years
Clay Tiles	40 - 60 Years
Stone or Concrete Tiles	60 - 100 Years
Flat Roofs	
Asphalt-Gravel	10 - 15 Years
Rubber-Coated	Up to 50 Years
Thermoplastic Olefin Membrane	50 Years

Source: MoneyCrashers.net

Image 7: Traditional Homes often feature intricate shingling, made of clay tiles and placed by hand.

Home Repair Guidelines

Energy Efficiency Improvements

The most common point of failure for your home's HVAC system is the window. Many vintage homes have single-coated or leaky windows which can add \$125 to \$465 to your annual energy bill depending on where you live. While replacing older windows with more modern double or triple-plane windows can make a huge impact on your energy bill, other small improvements can see significant benefits as well. Passive heating and cooling methods, such as shutting windows and blinds on hot days and opening them at night, and by using plastic film to seal leaks during the winter can have a major impact.

In addition to sealing your windows, many homes sit on stone, brick, or concrete foundations that may have settled over time allowing gaps to form. Before addressing any large air leaks with caulk, trowel these gaps closed with mortar.

Warm air rises, and during the winter uninsulated attics or leaky chimneys may lose a lot of heat. Most fireplaces built since 1900 have dampers just above the firebox to close off the flue to limit heat loss when it's not in use. Make sure the damper is not damaged by age and is not stuck open or shut. Consider closing off chimneys permanently that see no use. Sealing off attic penetrations and installing additional insulation can prevent air and moisture migration which can saturate and freeze insulation and turn to frost. Close off large penetrations with plywood or wallboard, then seal all joints and cracks with clear caulk.

Replacing old or out of date mechanical equipment can also have a significant impact on energy usage. Consider the lifespan of current equipment, the cost of a replacement, and the savings in energy cost to determine if an upgrade is right for you.

Inefficient or Failing Electrical & Mechanical Systems

Electrical problems in homes come in two categories: convenience and safety.

Unless your home has been updated, the electrical system is likely not equipped with the number of outlets to meet modern needs. In addition, older wiring has a lifespan of 70 – 100 years and can increase the risk of electrical shocks or fires. Other mechanical equipment in your home typically has a much shorter lifespan, between 10 to 20 years.

Research the type of appliances in your home to determine how much longer they can be expected to last. It is better to replace your furnace during the summer than to have it unexpectedly go out during the cold Illinois Winter.

Image 8: New Windows on an traditional Home can make a big impact when it comes to your heating and cooling bill. The size and shape of the windows is an important aspect of many architectural styles so make sure that matching the design on the rest of the house is taken into consideration



Home Maintenance

When it comes to traditional homes, an ounce of prevention is worth a pound of cure. While the natural materials used in homes lend themselves to do-it-yourself maintenance, responding to an unforeseen emergency can result in repairs that damage the integrity, character, and appeal of an old home. Before removing or demolishing any elements of your old home, STOP and do a little research. You may be removing an important piece critical to the structural integrity or architectural appeal of your home. If you're unsure, call a professional or contact the Community Development department.

6-Month Maintenance Checklist

- ⚡ *Clean debris from all gutters & downspouts.*
- ⚡ *Clean debris and remove standing leaves from all flashings & valleys. Check for any standing water, rust, or damaged flashings & roofing materials.*
- ⚡ *Check for any cracks, loose mortar, or damaged bricks around chimney bases and home foundations.*
- ⚡ *Apply any caulk or silicone as needed prior to painting any finished wood.*

Checklists Courtesy of the Craftsman Blog w/ Scott Sidler

Figure I (Above) & Figure J (Right): 6 & 12-Month Maintenance Checklists

Image 9: Vintage Homes can have beautifully intricate styling and detailing which can require a lot of maintenance to keep looking good. Staying on top of maintenance can save time and money, while making sure that small issues don't spiral into big problems.

Annual Maintenance Checklist

- ⚡ *Look for loose bricks, weak mortar, and flashing damage like rust at chimney tops. Inspect the inside of the chimney for leaks or hidden mortar damages.*
- ⚡ *Pitted & decaying masonry, cracks, or scaling should all be noted.*
- ⚡ *Inspect all mortar joints, especially those on the sunniest (SW) and wettest (NE) side of the house for cracks, loose pieces, or scaling mortar.*
- ⚡ *Check for any air leaks, water damage, loose panes, or crumbling glazing putty around windows and doors. Paint windows and doors that are faded to prevent future damage from sun, wind, and rain.*
- ⚡ *Inspect siding for peeling paint & sun damage which can be easily repaired with a new coat of paint. Cupping, splitting, or loose nails are all signs that professional help may be required.*



Old & Historic Home Programs

Home Restoration Incentive Programs & Resources

The Standards for the Treatment of Historic Properties with Guidelines for preserving, rehabilitating, restoring, and reconstructing historic buildings - Published by the US Secretary of the Interior

The "Standards" are a great resource and starting point when it comes to working on your old home. While the "Standards" only apply to properties seeking registered "Historic Building" status, the guidelines are a good aid on any project. The guidelines break treatment into four types: preservation, rehabilitation, restoration, and reconstruction, and have specific guidance for interiors, exteriors, cultural landscapes, and different material types.

They can be found online at: <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

Landmarks Illinois

Landmarks Illinois is a membership-based non-profit organization for the preservation of historic spaces and landmarks across Illinois. They are a mix of professional preservationists and dedicated activists which offer a wide range of grants and incentive programs. Their Illinois Restoration Resources Directory can point homeowners in the right direction for any job. More information at: www.landmarks.org

Illinois Restoration Resources Directory: <http://www.landmarks.org/resources/illinois-restoration-resource-directory/>

The Illinois Weatherization Assistance Program

The Illinois Home Weatherization Assistance Program (IHWAP) is designed to help low income residents save fuel and money, while increasing the comfort of their homes. Its mission is to help update and insulate the dwellings of low-income persons, particularly the elderly, persons with disabilities, and families with children. To qualify, participants must be a resident of the State of Illinois and earn below a set income level. If you receive Supplemental Security Income or Aid to Families with Dependent Children, you are automatically eligible to receive weatherization services.

More information at: <https://www.illinois.gov/dceo/CommunityServices/HomeWeatherization/>

Property Tax Assessment Freeze for Historic Residences

The Property Tax Assessment Freeze for Historic Residences freezes property taxes over a 12-year period after rehabilitation of the property. There is a minimum 25% investment of the property's market value, the building must be owner-occupied, and a certified historic structure.

More information at: <https://www.illinois.gov/dceo/CommunityServices/HomeWeatherization/>

Online Resources

There are a number of great resources for historic home preservation, restoration, and maintenance available online. Advice blogs and forums can help to answer specific questions about your home, inspire new ideas, or serve as a starting point for learning about the history of your building.



Guidelines for Renovation & New Construction

03



Image 11 (Above): A Newer home in Old Bristol which blends seamlessly with the older neighborhood around it.

Image 10 (Opposite): A Property on the North bank of the Fox River

Introduction

Although it's usually preferable to keep or preserve a vintage house wherever possible, certain conditions can make a home unusable or undesirable in the present day. When this is the case, it's important to blend the new home into the fabric of the neighborhood so the newer building doesn't seem out of place.

While part of what makes the traditional downtown neighborhoods so special is the diversity of housing styles, there are a few key elements that will help a home feel like it is part of the neighborhood. These are **scale, layout, and orientation.**

Renovations & New Construction

Scale

Nothing makes new construction seem more immediately out of place than being out of scale with the surrounding buildings.

A home built to the maximum allowable height will often seem out of place when surrounded by traditional single story homes.

The maximum allowable building height in the R-1 & R-2 Zoning District is 30' (2.5 Stories).

Where new homes are built taller or larger than their neighbors, architectural consideration should be taken to maintain the existing roof-line when seen by a pedestrian from the public right of way. This could be achieved through screening with existing trees, stepping the roof so that additional stories are set back, or through other means on a case-by-case basis.

Layout

The traditional neighborhoods of Yorkville & Bristol have a much higher concentration of irregular & legally non-conforming lots than the rest of the city.

Front and side setbacks vary drastically throughout the traditional downtown neighborhoods and an articulating street wall contributes significantly to its character. As with scale, the layout of the property should be considered to match the surrounding fabric.

Many homes are set closer to the street than the minimum 30' Front Yard requirement. Where the surrounding homes are set nearer or further from the property line than is standard, new constructions and renovations should aim to be within 10' of the surrounding properties.



Image 11: A New Home in Old Bristol uses a stepped-roof to transition from a Single-Story near the property line to the full 2.5 stories further back on the lot.



Image 12: An Example of What Not to Do: The massing of the new home provides no opportunity to transition to the single-story home next door.

Orientation

Homes in the traditional neighborhood should be oriented to address the street.

In general, a street-facing wall of a building should not be completely blank or consist entirely of a garage door.

Most homes in this area were constructed before garage doors became a must-have part of the house, so many of them were added later as accessory structures. This means that the garage is often set in back of the house or to the side of the main building. The garage door should not be the focal point of the building when viewed from the street.



Image 13: A home with an attached garage added after the date of original construction.

Renovations

Despite all the benefits and appeal of living in a vintage home, the accumulated damage to key structural features or simply the passage of time can make it no longer suitable for present-day use.

When this is the case, consider contacting an architect or architectural historian before beginning any work and make sure to carefully document any pieces of the original building that you wish to maintain after the renovation.

Many of the homes in the traditional downtown neighborhood are considered legally conconforming and are grandfathered in due to their age. Contact the Community Development Department before beginning any work to determine the best way to renovate the structure for present-day use while maintaining its architectural appeal and the overall character of the neighborhood.

The following section outlines some key elements that are common to a variety of homes within the traditional neighborhood area.



Image 14: Even on newer homes where the garage is an integral part of the building it should not be the focal point. The building addresses the street and the garage is offset to one side.

Key Elements

Porches

For most people, the front porch is the element of your home that they'll see the most. In addition to providing curb appeal, the front porch can be a great place to relax and enjoy the breeze on a cool summer evening.

For safety reasons, porches with a floor height more than 30" above the exterior grade require some sort of protective railing. The railing may consist of a solid wall as shown to the right or balusters between two rails. In general, the railing height should never be higher than the bottom of the window sill.

In addition to the railing, many porches feature columns which frame the front entrance and act as architectural guideposts in addition to providing structural support. The style of column can vary greatly from home to home and is dependent on the design of the rest of the house. When renovating an old home, care should be taken to preserve or replicate the styling of historic elements to be incorporated into the new design.



Image 15: A porch with balustrade railing



Image 16: A well proportioned and maintained porch.



Image 17: The stone columns here frame the front door and complement the stone used throughout the rest of the porch and building design.



Image 18: Columns that are a key element of one home may seem out of place when implemented somewhere else.

On porches less than 30" above the surrounding grade, no railing is required.

Windows & Doors

Replacing the windows and doors on your old home can be appealing because of the gains in energy efficiency that a modern replacement would entail. However, like most architecturally significant home elements, care should be taken to preserve existing elements where possible and to match historic styling when replacement is necessary.

In many cases, adding an exterior storm window to an existing historic window can provide the same energy efficiency improvements as a modern replacement while preserving the historic element and architectural character.

Many homes in the traditional neighborhood area use wooden shutters to accent their windows and provide an element of architectural pop. Light colored homes use dark colored shutters to accent the window frame and set it off from the rest of the building face. On homes with a dark façade, white window trim itself is often enough to draw the eye and make the window stand out.

Unlike with windows, the front door itself is typically designed to stand out from the rest of the building façade. Complementary colors and white trim serve to highlight the doorway and mark it as a key element of the building.



Image 20: Dark shutters help the white windows stand out and provide an interesting splash of color to an otherwise uniform building face



Image 19: These same principles can be applied to garage doors to integrate them into the rest of the home design.



Image 21: Complementary colors can highlight a doorway and make it stand out from the rest of the facade

Key Elements

Siding

The great debate when it comes to vintage homes is whether to preserve the existing wood siding and accept the maintenance burden that comes along with it or to replace or cover it with vinyl and sacrifice the architectural detail and character.

While some purists argue that vinyl siding will ruin a neighborhood by giving it a “cheap” or “plastic” feel, the effect of wood siding that hasn’t been maintained over time can often look much worse by making things look run-down. Before deciding whether to preserve or restore the wood siding on your home, think carefully about whether or not you’re willing to continue investing the time and money necessary to keep it looking sharp.

The biggest drawback of replacing original wood siding with vinyl is that you will often cover up significant architectural elements that can define a building’s character. Vinyl siding typically has a larger clapboard with than wood which can have a significant impact on the shadows it creates as well as distorting or obscuring other key elements such as windows. Oftentimes when homeowners remove vinyl siding that had been installed at an earlier time they’ll uncover significant elements that they never knew existed!

While original materials should be preserved wherever possible, routine care and maintenance is critical to maintain the appearance and extend the life of wooden elements. Wooden siding often needs repainting every 3-6 years. Fresh paint helps to keep the house looking fresh and helps to protect interior spaces by creating a barrier that stops moisture before it can penetrate the wood.



Image 22: Covering up wood siding can obscure or erase completely architectural elements that help make your home unique.



Image 23: Narrower clapboards allow for more intricate detailing. However, the finer the detail the greater the burden for upkeep.

Guidelines for Landscaping & Green Infrastructure

04



Image 24: A Native Plant Garden

Introduction

The landscaping and hardscaping around your house is oftentimes the easiest and most affordable way for your home to contribute to the character and environment of the downtown neighborhoods.

Built on the banks of the Fox River, the neighborhoods around downtown play an important role in its vitality.

In addition to enhancing the character and improving the appeal of the neighborhood, the landscaping and hardscaping around your house plays an important role in reducing the pollution and runoff that makes its way into the river when it rains.

Landscaping & Green Infrastructure

Go Native!

The use of native plants is at the core of environmentally friendly landscaping. Native plants are those species that were present locally when the first colonists arrived after evolving over thousands of years to thrive in local conditions. Native plants can live off of rainwater alone without adding fertilizer, and their deep roots help infiltrate rain where it falls and carry moisture deep into the ground to replenish our aquifers, cleaning as it goes.

Native prairie and woodland plants evolved in the climate of Northern Illinois and can handle the cold deep freeze, the spring rains, and the drought conditions that we experience in Yorkville. Once they are established (usually after one or two growing seasons) they rarely need to be watered and don't require any fertilizer. Their deep roots hold the soil, allow water to filter down deep into the ground, and because they evolved here, they attract dozens of species of beautiful and beneficial wildlife like butterflies and songbirds.

While native plant gardens are generally preferable to traditional lawns, not all native plants provide the same benefits or are ideal in every situation. While some native plants have adapted to the sun-drenched prairies that make Illinois famous, others are more accustomed to the dappled sunlight of deciduous woodlands. Choosing the right native plants is key to a beautiful and healthy garden.

Many additional resources, including a visual glossary of native plant species, are available from the Conservation @ Home project by the Conservation Foundation, as well as the Illinois Department of Natural Resources, and IllinoisWildflower.com to help you pick the right native plants for your home.



Image 25: Milkweed is the State Wildflower of Illinois.



Image 26: Coneflowers attract a wide variety of pollinator bees and butterflies

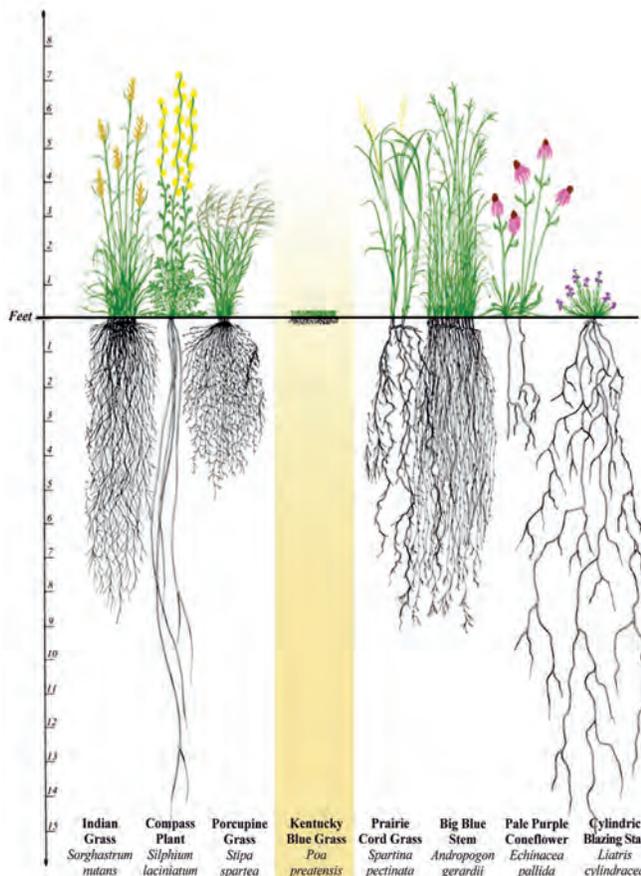


Image 27: The deep root systems of native prairie plants help infiltrate water through the earth deep underground as well as to hold the soil in place when it rains and prevent erosion.

Rain Gardens

A rain garden may appear to be just an attractive garden but beneath the surface it is so much more. It may support habitat for birds and butterflies, it may be a formal landscape amenity, or it may be incorporated into a larger garden as a border or entry feature. What makes it a rain garden is how it gets its water and what happens to the water once it arrives.

A rain garden, or bioretention basin, is a garden of native shrubs, perennials, and flowers planted in a small depression that is designed to temporarily store and infiltrate stormwater runoff from surrounding roofs, driveways, patios, and lawns. Rain gardens are effective at removing up to 90% of nutrient loading from runoff and up to 80% of suspended sediments and solids.

Rain gardens differ from wet gardens in that they should typically infiltrate runoff within 12-48 hours which prevents the breeding of mosquitoes. Often, amended soils are used in places where the current soil type has low permeability. An amended soil mix will typically contain about 60% sand, 15-20% topsoil, and 20%-25% organic compost.

In addition to providing an attractive burst of color to your lawn, native plants provide habitat for birds and butterflies, and their deeper root system is more resilient and hardy removing the need for fertilizer and requiring minimal maintenance after the first year.

Resources to help make a Rain Garden can be found at the Fox River Conservation Foundation, the Illinois Department of Natural Resources, or Groundwater.org.

Figure K: How a Rain Garden Works (Top)

Image 28: A Rain Garden with Native Prairie Plants

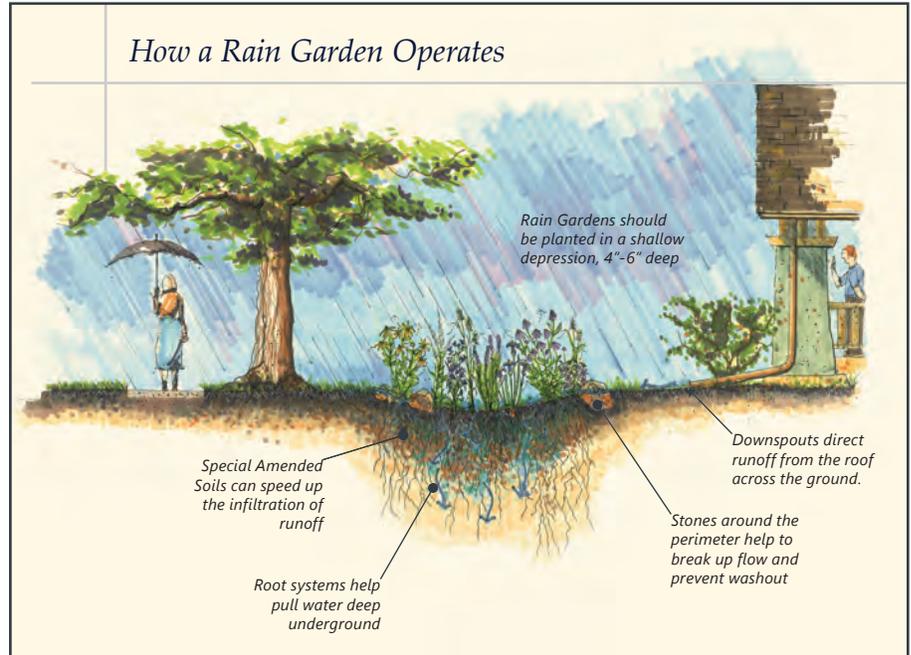
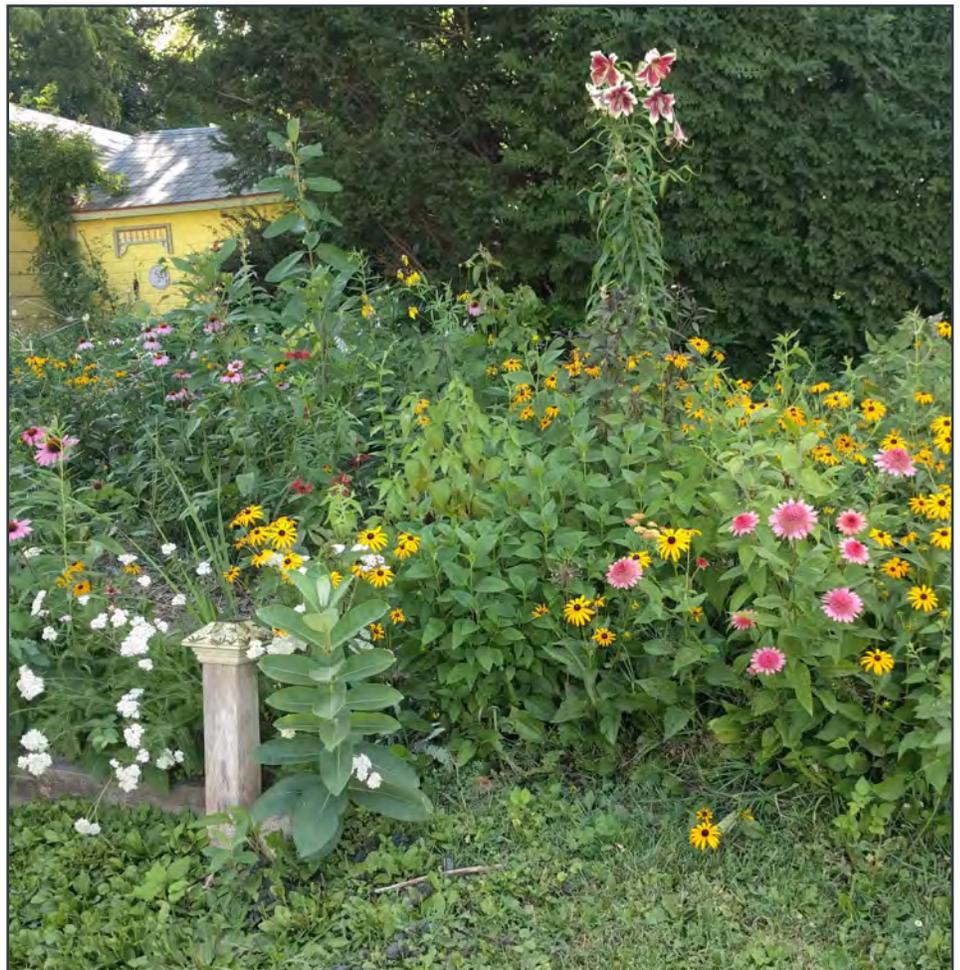


Illustration by: Doug Adamson, RDG Planning & Design
Courtesy of: USDA-NRCS in Des Moines, Iowa



Landscaping & Green Infrastructure

Hardscape

In addition to the natural landscaping around your home, the impervious hardscape has a significant effect on the environmental impact and curb appeal of your home. Green Infrastructure such as rainwater harvesting or a permeable pavement driveway can significantly reduce runoff from your property and lower water costs.

Simple maintenance can make a significant impact on the quality of the hardscaping around your home. A curb along the side of your driveway, either concrete or wood can make a significant improvement in the lifespan of the surface.

In areas with steep terrain a retaining wall can level your property and create a useable lawn or garden where there wasn't one before. A retaining wall can also be useful where storm water runoff has led to erosion between properties.

New driveways can be made out of asphalt, concrete, or interlocking pavers. Each of these is also available in a permeable alternative which allows storm water to filter through the pavement and be absorbed into the ground underneath.

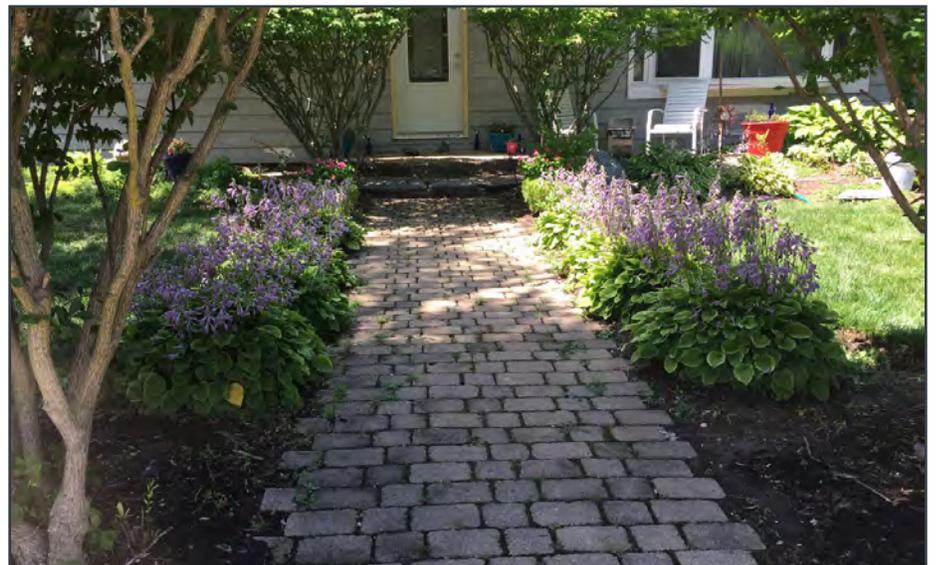


Figure L: Pavement Cost vs. Lifespan for various materials

Pavement Material	Cost	Lifespan
Gravel*	\$	5 - 10 Years
Asphalt	\$\$	15 - 20 Years
Concrete	\$\$\$	20 - 30 Years
Interlocking Pavers	\$\$\$\$	30 - 40 Years

**Existing Driveways Only*

Images 29, 30, & 31 (Top to Bottom): Paving Stones or Retaining Walls can improve the aesthetics as well as the longevity of outdoor hardscape areas.

Permeable Pavements

Permeable pavements are a sustainable alternative to traditional pavements that reduce stormwater runoff and improve downstream water quality by infiltrating rainfall through the pavement surface into underlying soils promoting pollutant removal and groundwater recharge.

Permeable pavements include porous asphalt and concrete as well as block pavers and vegetated grid systems.

Depending on the design, paving material, and soil type, permeable pavements can reduce annual runoff by as much as 80%. It is critical that permeable pavement projects are maintained according to manufacturer specifications which often include sweeping or vacuuming sediments from permeable surfaces as well as replacement of drainage gravel in the voids of permeable paver systems.

While initial costs for porous pavements are typically higher than costs for conventional pavements, they are offset by eliminating the need for other stormwater infrastructure or by being used in conjunction with a rainwater harvesting device such as a cistern.

Pavement Material	Cost per SF	Lifespan
Porous Asphalt	\$0.50 - \$1.00	15 - 20 Years
Concrete	\$2.00 - \$6.50	20 - 30 Years
Interlocking Pavers	\$5.00 - \$10.00	20 - 30 Years

Virginia DEQ Stormwater Design Spec. No. 7

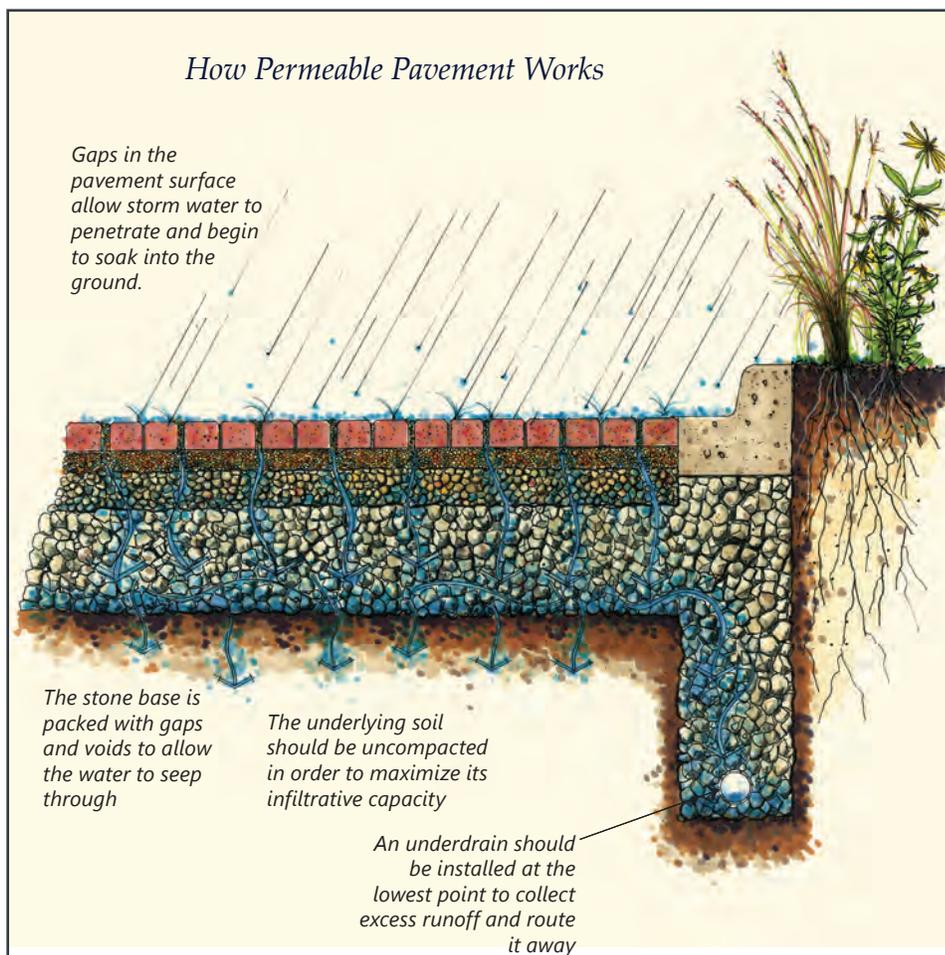


Illustration by: Doug Adamson, RDG Planning & Design Courtesy of: USDA-NRCS in Des Moines, Iowa

Figure M: Typical Costs & Lifecycles of Different Permeable Pavements (Left), Figure N: How Permeable Pavements Work (Above), Figure O: Different Types of Permeable Pavement (Below)

- ⚡ Porous asphalt is the same as regular asphalt except it is manufactured with the finest level of stones omitted, leaving open spaces that allow water to filter through to a 'recharge' or drainage bed.
- ⚡ Porous concrete consists of cement, coarse aggregate, and water, with little to no fine aggregates (such as sand or clay) leaving up to 30% of the concrete as void spaces to filter water to the underlying reservoir layer.
- ⚡ Permeable pavers are comprised of interlocking concrete bricks, separated by joints or gaps, filled with small stones or sand laid over a bed of aggregate stones. Water is able to infiltrate through the joints in the pavers and is stored in the voids of the aggregate below where it is slowly filtered back into the soil.
- ⚡ Vegetated grid systems are plastic or concrete grids over a bed of drainage material and soil. The voids are then seeded with low maintenance grass varieties.

Landscaping & Green Infrastructure

Rain Barrels & Rainwater Harvesting

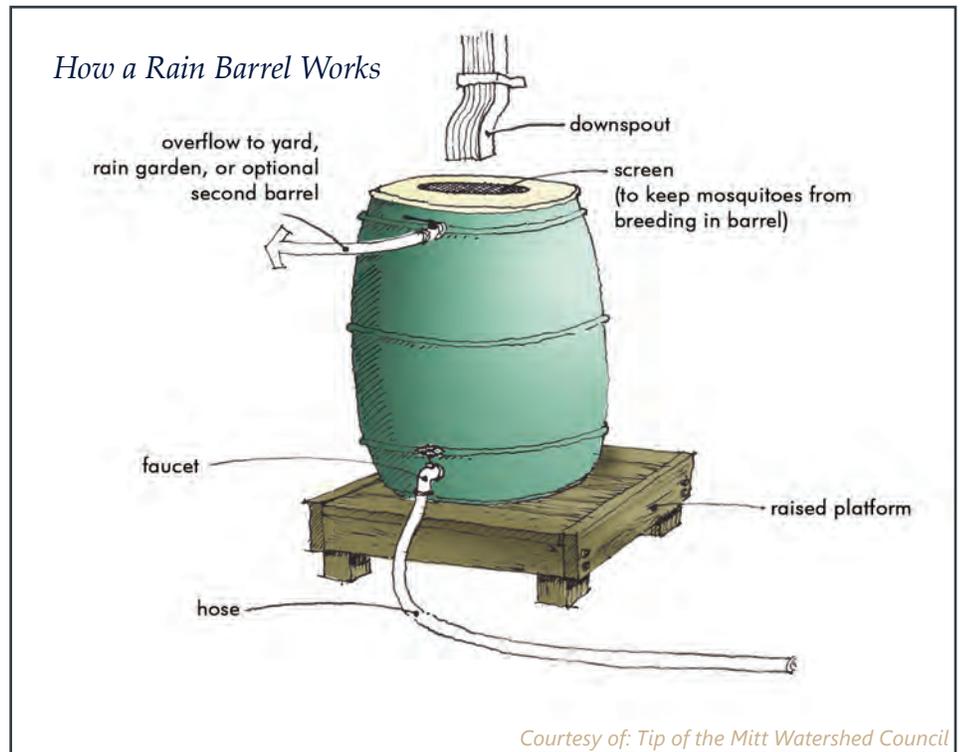
Rain barrels are an affordable and easy way to reduce the amount of stormwater runoff from your property while saving money on your water bill.

For every inch of rain that falls on 1 sq ft of roof over half a gallon of rainwater can be harvested. That means a 10'x10' shed will yield 60 gallons of rainwater during a 1" rain event. A 2,000 sq ft home would generate over 1,200 gallons from one inch of rain. During the summer months, around 40% of total household water usage is for watering lawns and gardens. Rain water doesn't contain chlorine, lime, or calcium which makes it ideal for watering your flowers and vegetable garden or washing your car or windows.

A typical rain barrel will vary in size from 45-55 gallons and can range in cost from \$20 for a do-it-yourself kit to upwards of \$200 for a premium system. The Fox River Conservation Foundation sells rain barrels through their website year-round made of recycled food-grade plastic and can be ordered online and delivered to your home for \$65 plus tax.

If a rain barrel is more commitment than you're interested in, disconnecting downspouts can have many of the same benefits.

If the gutters and downspouts on your home drain across paved surfaces or below ground, consider disconnecting or redirecting them across lawn or garden areas to make a positive impact for stormwater management. Disconnecting downspouts from the storm sewer system and redirecting them to lawns, gardens, or rain barrels will reduce the amount of runoff that enters a storm drain and ultimately flows into nearby lakes, streams, and rivers.



Key Elements of a Rain Barrel System Include:

- ⚡ *A 45 - 55 gallon drum*
- ⚡ *A raised platform to aid in gravity flow and allow for a bucket to be placed under the spigot.*
- ⚡ *A wire screen over the opening to keep mosquitoes from breeding in the open barrel.*
- ⚡ *A faucet & hose at the bottom of the barrel to use the water*
- ⚡ *An overflow spout at the top of the barrel to direct runoff to your yard.*

Figure P: How a Rain Barrel Works (Top)

Figure Q: Key Elements of a Rain Barrel System (Bottom)

References

05

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Memorandum

To: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: December 17, 2018
Subject: **PZC 2019-07 Neighborhood Design Manual**

SUMMARY:

The 2016 Comprehensive Plan outlines several strategies to support the maintenance and rehabilitation of Yorkville's traditional residential building stock. Creating a Neighborhood Design Manual was one strategy suggested in the plan. This memorandum contains a review of the project and the completed draft of the manual is attached to this for review.

PURPOSE:

The purpose of the manual is to encourage the conservation and preservation of the housing stock in the traditional neighborhood areas, as well as guide new housing construction that is in scale and character with adjacent housing. The manual will be a separate document from the existing appearance code, which addresses design issues primarily in Yorkville's newly developing areas. It is possible this manual may be used in tandem with a property rehabilitation incentive program that might be developed and adopted in the future. Even if a program like this is not implemented, the manual gives guidance for issues and maintenance to homeowners of these older houses.

STRATEGY:

Staff identified this project as a goal for accomplishment in 2018 as it supports the City's downtown planning initiatives. The senior planner was aware of a program at the University of Illinois in Urbana/Champaign which matches master's students with communities that could use additional help completing projects. The program allows students to earn credit for their degree, have a capstone project in their portfolio, and gain valuable planning knowledge in a real world setting.

Contact with the University was made in early 2018 to begin the project. A student, Tony Heath, showed interest in the project and was retained to work on the project throughout the summer and fall. Tony had previous work experience in historic preservation and creating guidelines from previous employment and was well suited to handle the project. Tony visited the City several times to conduct field research and has worked diligently to draft the complete design manual.

NEIGHBORHOOD DESIGN MANUAL OVERVIEW:

The Neighborhood Design Manual (attached) provides an executive summary and details the items within the document. For a quick overview, the manual is divided into four sections providing the following information:

1. Existing Conditions – Provides context for the study, study area boundaries, and information from the conducted field work
2. Common Issues with Older Homes – Summarizes common problems with older homes
3. Maintenance and Renovation Suggestions – Offers suggestions on the types of renovations needed and how to keep them consistent with neighboring properties and structures
4. Green Infrastructure and Sustainability – Gives tips and ideas for creating a more sustainable historic property

STAFF COMMENTS

Staff is seeking comments from the Economic Development Committee in regards to this project. The manual will not go to a public hearing but will be reviewed by the Planning and Zoning Commission at the January 9, 2019 meeting. This project will not be codified in the zoning code but will be adopted as an official planning document of the City.

ATTACHMENTS:

1. Neighborhood Design Manual



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: January 3, 2019
Subject: **PZC 2019-07 Neighborhood Design Manual**

SUMMARY:

The 2016 Comprehensive Plan outlines several strategies to support the maintenance and rehabilitation of Yorkville's traditional residential building stock. Creating a Neighborhood Design Manual was one strategy suggested in the plan. This memorandum contains a review of the project and the completed draft of the manual is attached for review.

PURPOSE:

The purpose of the manual is to encourage the conservation and preservation of the housing stock in the traditional neighborhood areas, as well as guide new housing construction that is in scale and character with adjacent housing. The manual will be a separate document from the existing appearance code, which addresses design issues primarily in Yorkville's newly developing areas. It is possible this manual may be used in tandem with a property rehabilitation incentive program that might be developed and adopted in the future. Even if a program like this is not implemented, the manual gives guidance for issues and maintenance to homeowners of these older houses. Following this manual is not mandatory and only serves as an informational document for owners of homes within this region.

STRATEGY:

Staff identified this project as a goal for accomplishment in 2018 as it supports the City's downtown planning initiatives. The senior planner was aware of a program at the University of Illinois in Urbana/Champaign which matches master's students with communities that could use additional help completing projects. The program allows students to earn credit for their degree, have a capstone project in their portfolio, and gain valuable planning knowledge in a real world setting.

Contact with the University was made in early 2018 to begin the project. A student, Tony Heath, showed interest in the project and was retained to work on the project throughout the summer and fall. Tony had previous work experience in historic preservation and creating guidelines from previous employment and was well suited to handle the project. Tony visited the City several times to conduct field research and has worked diligently to draft the complete design manual.

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4. Green Infrastructure and Sustainability – Gives tips and ideas for creating a more sustainable historic property

ECONOMIC DEVELOPMENT COMMITTEE:

The Economic Development Committee reviewed the manual at the January 3, 2019 meeting. The following comments were suggested:

- Include some information about septic system maintenance
- Add a disclaimer to state that prices are an estimate and may change over time
- Check all links to ensure they connect correctly
- Clarify in the executive summary that this document is for informational purposes only
- Move away from calling the homes “old” or “historic” as these labels tend to be broad in scope and definition

STAFF COMMENTS

Staff is seeking comments from the Planning and Zoning Commission in regards to this project. Staff will take all comments and implement them into a final draft to be reviewed by City Council. This project will not be codified in the zoning code but will be adopted as an official planning document of the City.

ATTACHMENTS:

1. Neighborhood Design Manual

Ordinance No. 2019-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING THE NEIGHBORHOOD DESIGN MANUAL FOR THE UNITED
CITY OF YORKVILLE TRADITIONAL NEIGHBORHOOD AREA**

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

WHEREAS, Section 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-7) authorizes the preparation and recommendation to the Mayor and City Council (the “Corporate Authorities”) of a comprehensive plan for the present and future development or redevelopment of the City including recommendation of changes to the existing Comprehensive Plan; and,

WHEREAS, Ordinance No. _____ approved the 2016 Comprehensive Plan that pursuant to Section 6 recommended the preparation of a neighborhood design manual to retain and enhance the character and livability of the City’s traditional neighborhoods; and,

WHEREAS, the City has had prepared a design manual based on field surveys to document the characteristics which will affect development policy decisions of existing dwellings as supplemental guidance for new construction and major renovations; and,

WHEREAS, the design manual shall be used as an informational guide for the implementation of the Comprehensive Plan; and,

WHEREAS, the Corporate Authorities have reviewed said design manual and find its adoption to be in the best interest of the City.

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

Section 1: That the *NEIGHBORHOOD DESIGN MANUAL FOR THE UNITED CITY OF YORKVILLE TRADITIONAL NEIGHBORHOOD AREA* dated February 20, 2019, a copy of which is attached hereto and made a part hereof by reference as Exhibit A, be and the same is hereby approved and shall be placed on file in the office of the City Clerk.

Section 2: This Ordinance shall be in full force and effect upon its passage, approval and publication according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

KEN KOCH _____
ARDEN JOE PLOCHER _____
JOEL FRIEDERS _____
JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
____ day of _____, 2019.

MAYOR