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

AGENDA
CITY COUNCIL MEETING
Tuesday, January 11, 2022
7:00 p.m.
City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

REVISED 01-08-22 @ 1:10 PM
Meeting year corrected to
Tuesday, January 11, ***2022***

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Ken Koch	Arden Joe Plocher	Chris Funkhouser	Seaver Tarulis
Dan Transier	Craig Soling	Matt Marek	Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

1. Oswego/Yorkville Boundary Agreement
2. Community Development Block Grant (CDBG) Project

   This public hearing will provide interested parties an opportunity to express their views on the proposed federal funded Community Development Block Grant (CDBG) project. These funds are to be used for a community development project that will include the construction of a sanitary sewer. The total amount of CDBG funds to be requested is $1,000,000.00.

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – December 14, 2021
2. Bill Payments for Approval

   $ 1,253,419.16 (vendors)
   $ 2,906,692.79 (wire payments)
   $ 661,321.27 (payroll period ending 12/10/21 & 12/23/21)
   $ 4,821,433.22 (total)
3. ADM 2021-54 Treasurer's Report for November 2021

Mayor's Report:

1. CC 2021-09 Sports Uniforms Contract Extension
    a. Ordinance Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022
    b. Contract Extension Approval for the BSN Sports to Purchase Athletic Equipment and Uniforms
2. CC 2021-13 Fireworks Contract Extension
    a. Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022
    b. Contract Extension Approval for the Mad Bomber Fireworks Productions Contract
3. CC 2021-57 Ordinance Retaining the Number of Wards and Alderpersons of the United City of Yorkville
4. CC 2022-01 MFT Resolution and Estimate for the 2022 Road to Better Roads Program
5. CC 2022-02 Resolution of Support and Commitment of Local Funds for a Community Development Block Grant Program Grant
6. CC 2022-03 Corneils Road Interceptor Sewer – Professional Services Agreement – Design Engineering
    a. Bright Farms Development Agreement - Update

Public Works Committee Report:

1. PW 2021-72 Resolution Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collections Services with Groot, Inc.
2. PW 2021-73 Well No. 4 Rehabilitation – Bid Award
3. PW 2021-74 Lake Michigan Allocation – Engineering Agreement

Economic Development Committee Report:

1. EDC 2021-43 Ordinance Approving a Development Agreement Between the United City of Yorkville and Rally Homes, L.L.C.
2. EDC 2021-45 55 Riverside Street – 1.5 Mile Review - Withdrawn
3. EDC 2022-07 Resolution to Induce the Redevelopment of Certain Properties within the Yorkville Downtown Tax Increment Redevelopment Project Area
4. EDC 2022-06 Resolution Approving an Economic Development Consultant's Agreement

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2021-57 Sales Tax Performance and Budget Projections
2. ADM 2021-58 Resolution Approving a Repeal of the Minute Taker's Hourly Wage Policy

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

7. CC 2021-04 City Buildings Updates
8. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: January 19, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Soling	Finance	Library
Vice-Chairman:	Alderman Funkhouser	Administration	
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: February 1, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Peterson	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Koch	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Plocher		
Committee:	Alderman Funkhouser		

PUBLIC SAFETY: March 3, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Marek		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: January 18, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Marek	Public Works	Park Board
Vice-Chairman:	Alderman Plocher	Engineering	YBSD
Committee:	Alderman Koch	Parks and Recreation	
Committee:	Alderman Peterson		

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    a. Bright Farms Development Agreement - Update

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3. EDC 2022-07 Resolution to Induce the Redevelopment of Certain Properties within the Yorkville Downtown Tax Increment Redevelopment Project Area
4. EDC 2022-06 Resolution Approving an Economic Development Consultant's Agreement

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2021-57 Sales Tax Performance and Budget Projections
2. ADM 2021-58 Resolution Approving a Repeal of the Minute Taker's Hourly Wage Policy

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

7. CC 2021-04 City Buildings Updates
8. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

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Vice-Chairman:	Alderman Funkhouser	Administration	
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: February 1, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Peterson	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Koch	Building Safety & Zoning	Kendall Co. Plan Commission
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Committee:	Alderman Funkhouser		

PUBLIC SAFETY: March 3, 2022 – 6:00 p.m. – City Hall Conference Room

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Chairman:	Alderman Transier	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Soling		
Committee:	Alderman Marek		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: January 18, 2022 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Marek	Public Works	Park Board
Vice-Chairman:	Alderman Plocher	Engineering	YBSD
Committee:	Alderman Koch	Parks and Recreation	
Committee:	Alderman Peterson		

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, January 11, 2022
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PUBLIC HEARINGS:

---

1. Oswego/Yorkville Boundary Agreement

2. Community Development Block Grant (CDBG) Project

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CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – December 14, 2021
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

2. Bill Payments for Approval
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

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3. ADM 2021-54 Treasurer's Report for November 2021
   - ☐ Approved _____
     - ☐ As presented
     - ☐ As amended
   - ☐ Notes _____

MAYOR'S REPORT:

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1. CC 2021-09 Sports Uniforms Contract Extension
   a. Ordinance Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022

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

   ☐ Removed _____

   b. Contract Extension Approval for the BSN Sports to Purchase Athletic Equipment and Uniforms

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   ☐ Removed _____

   ☐ Notes _____

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   a. Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022

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

   ☐ Removed _____

   b. Contract Extension Approval for the Mad Bomber Fireworks Productions Contract

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. CC 2021-57 Ordinance Retaining the Number of Wards and Alderpersons of the United City of Yorkville

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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4. CC 2022-01 MFT Resolution and Estimate for the 2022 Road to Better Roads Program

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

☐ Removed _____

☐ Notes _____

_____

_____

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5. CC 2022-02 Resolution of Support and Commitment of Local Funds for a Community Development Block Grant Program Grant

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

☐ Removed _____

☐ Notes _____

_____

_____

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6. CC 2022-03 Corneils Road Interceptor Sewer – Professional Services Agreement – Design Engineering

a. Bright Farms Development Agreement - Update

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

☐ Removed _____

☐ Notes _____

_____

_____

PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2021-72 Resolution Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collections Services with Groot, Inc.

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. PW 2021-73 Well No. 4 Rehabilitation – Bid Award

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. PW 2021-74 Lake Michigan Allocation – Engineering Agreement

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

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1. EDC 2021-43 Ordinance Approving a Development Agreement Between the United City of Yorkville and Rally Homes, L.L.C.

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. EDC 2021-45 55 Riverside Street – 1.5 Mile Review - Withdrawn

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. EDC 2022-07 Resolution to Induce the Redevelopment of Certain Properties within the Yorkville Downtown Tax Increment Redevelopment Project Area

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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4. EDC 2022-06 Resolution Approving an Economic Development Consultant's Agreement
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

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1. ADM 2021-57 Sales Tax Performance and Budget Projections
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. ADM 2021-58 Resolution Approving a Repeal of the Minute Taker's Hourly Wage Policy
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

MAYOR'S REPORT (CONT'D):

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7. CC 2021-04 City Buildings Updates
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

     _____

     _____

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8. CC 2021-38 Water Study Update
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

     _____

     _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Village of Oswego Boundary Agreement Extension

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: Action Taken:

Item Number:

Type of Vote Required:

Council Action Requested:

Submitted by: Jason Engberg, Senior Planner Community Development

Name Department

Agenda Item Notes:

See attached memo.

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: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Krysti J. Barksdale-Noble, Community Development Director
Bart Olson, City Administrator
Date: December 2, 2021
Subject: Village of Oswego Boundary Agreement – Update and Extension

Summary

At the October 5, 2021 Economic Development Committee staff brought forth an updated boundary agreement between the City of Yorkville and the Village of Oswego for review. The proposed boundary agreement extension with the Village of Oswego, which expired on September 1, 2021, is the fourth proposed renewal of the agreement between the two municipalities. There were several alterations being proposed in the new agreement which were discussed including modifying the boundary line to put the Hide-A-Way Lakes campground on the Oswego side of the boundary, removing the self-determination zones along the boundary lines, and updating the language regarding water sourcing. Since this October meeting, the Yorkville Mayor and Village President of Oswego discussed the boundary line placement and additional language within the agreement. The attached updated agreement now includes agreed upon language between these parties.

Economic Development Committee Comments

At the previous Economic Development Committee meeting, the committee discussed all of the changes being made to the new agreement. The most discussed and undetermined section of the new agreement was the change in the boundary line which would put the Hide-A-Way Lakes campground on the Oswego side of the boundary.

There were some members which were opposed to ceding this additional land to Oswego, which is close to Yorkville's current boundary, while others felt it might be good as the area has been a nuisance recently for the County. Additionally, there were members who were unsure about changing the boundary line as they saw both sides of the argument.

There was draft language within the agreement which outlined upon Oswego's annexation of the property who would be responsible for police and complaint requests.

Previous Boundary Line

Proposed Boundary Line

Current Status

After reviewing the discussion from the October Economic Development Committee, the Mayor of Yorkville and the Village President of Oswego discussed the proposed changes to the agreement and boundary line. Both City Attorney's drafted and reviewed changes to the October draft agreement (attached). As of now, the agreement still has the boundary line change which would put the Hide-A-Way Lakes property on the Oswego side of the boundary. The language regarding the law enforcement response has been updated to include more additional language on how the two communities will act in case of complaints. The previous language stated there would be a hard reimbursement from Oswego to Yorkville for any complaints responded to while the following language is broader in its approach to the subject and allows for considerations to be negotiated after the response:

> *"(c) With regard to that certain property bounded by the Fox River on the north and west and by Illinois Railway on the south and east, commonly known as "Fox Bluff" (PINs: 02-26-300-015, 02-27-401-002, 02-34-226-008, and 02-35-101-002), upon Oswego's annexation of the property, Oswego agrees to diligently respond to all civil and criminal complaints called into Yorkville, Oswego, or KenCom dispatch, relative to Hideaway Lakes, regardless of the location of the complainant. Oswego agrees to undertake their normal and customary nuisance complaint process for noise complaints, including promptly visiting the complainant's location to investigate the source and intensity of the noise complaint, addressing the complaint with the offending property owner, and/or citing the property owner as the circumstances warrant. Notwithstanding the foregoing, Yorkville agrees to provide reasonable assistance to Oswego in responding or addressing to these complaints, including, but not limited to, responding to a Yorkville complainant's location, whether to conduct or assist with information gathering, or visiting the offending property to address the complaint with the property owner, as circumstances warrant. The Parties recognize that neither party may cite a property owner residing in the corporate boundaries of the other for a noise complaint or other local ordinance violation, and that the appropriate jurisdiction must be the citing entity, if a citation is reasonably deemed to be appropriate. In the event that Yorkville is the primary responding agency to a civil or criminal issue on the offending property due to mutual aid response protocol or through management discretion, Oswego and Yorkville agree to consider negotiated reimbursement of Yorkville's costs to respond to the property to address the complaint within a reasonable amount of time after the response. This paragraph should not be read to limit either jurisdiction from responding to serious emergencies or the provision of suitable mutual aid, and instead serves as guidelines for non-life-threatening violations."*

Staff Comments & Recommendation

Overall, **staff recommends adoption** of a new Village of Oswego Boundary Agreement extension. Staff believes the solid long-term planning benefits of having a boundary agreement with a neighboring community outweighs any potential negative effects. The self-determination areas have been removed from the agreement which was the one item staff recommended against. Staff is seeking feedback from the committee on the agreement as a whole and the alteration to the boundary line.

Per the Illinois Statutes, both corporate authorities are required to provide a public notice of the proposed boundary agreement for no less than 15 days at the location where notices are posted for any village board or city council meetings as well as publication within the local newspaper. At this time, staff anticipates publishing a notice in the **December 23rd** edition of the Beacon News for a public hearing at the **January 11, 2022** City Council meeting. Staff will be available to answer any questions at Tuesday night's meeting.

Attachments

1. October 5, 2021 EDC Memorandum
2. November 30, 2021 Draft Boundary Agreement
3. Oswego/Yorkville Boundary Line Agreement Map
4. 2001 Oswego/Yorkville Boundary Agreement
5. Draft Boundary Agreement Ordinance

Memorandum

To: Economic Development Committee
From: Jason Engberg, Senior Planner
CC: Krysti J. Barksdale-Noble, Community Development Director
Bart Olson, City Administrator
Date: September 23, 2021
Subject: Village of Oswego Boundary Agreement – Update and Extension

Summary

Per the 2016 Comprehensive Plan Update, a short-term goal of the City is to pursue new and extend existing boundary agreements with neighboring communities in an effort to promote and implement effective growth management practices. The proposed boundary agreement extension with the Village of Oswego, which expired on September 1, 2021, would now expire in the year 2041 and is the fourth of several existing agreements that are up for renewal. The City previously approved boundary agreement extensions with the municipalities of Sugar Grove in 2016, Plano in 2019, and Plainfield in 2020.

Background

Illinois statute allows municipalities with adopted official plans (comprehensive plans) to enter into a boundary agreement when unincorporated territory is within 1½ miles of the boundaries of two or more corporate authorities. The United City of Yorkville has current boundary agreements with Montgomery, Plano, Plainfield and Sugar Grove (refer to attached map).

Other municipalities currently overlapping 1½ mile jurisdiction with Yorkville with whom the City does not have boundary agreements with include Millbrook and Newark. Municipalities that are beyond the contiguous 1½ mile jurisdiction with Yorkville, but likely to encroach this jurisdiction based on their current future planning areas, include Joliet, Lisbon, Millington and Plattville.

The intent of the boundary agreement is to delineate a line which shall mark the boundaries of the respective jurisdiction and agree not to annex any unincorporated land which lies within the jurisdiction of the other municipality as established by such line. Further, Illinois statute requires boundary agreements to:

- Consider the natural flow of storm water drainage of the area;
- Include the entire area of a single tract having common ownership within one jurisdiction, when practical.
- Not exceed a term of 20 years, however, following the expiration of the term it may be extended, renewed, or revised as the parties agree.

Advantages and Disadvantages

Boundary agreements create the opportunity for meaningful future land planning and establish proposed locations of different types of land uses. In addition, boundary agreements can specify infrastructure needs and responsibilities between corporate authorities so that development within the area between each municipality is orderly and efficient. However, there are other advantages and disadvantages to be considered.

ADVANTAGES	DISADVANTAGES
Developers or property owners do not have the ability to pit communities against each other to obtain concessions	The terms of the agreement may last up to 20 years which is a timeframe where many changes may take place locally and regionally
Allows for better land use and infrastructure planning in the area	Eliminates unincorporated owners' choice on which community to annex into
Reduces the negative aspects of competing with neighbor for territory	Some concessions may need to be given in order to 'compromise' with a neighboring community
It is a proactive planning measure and building regional cooperation	

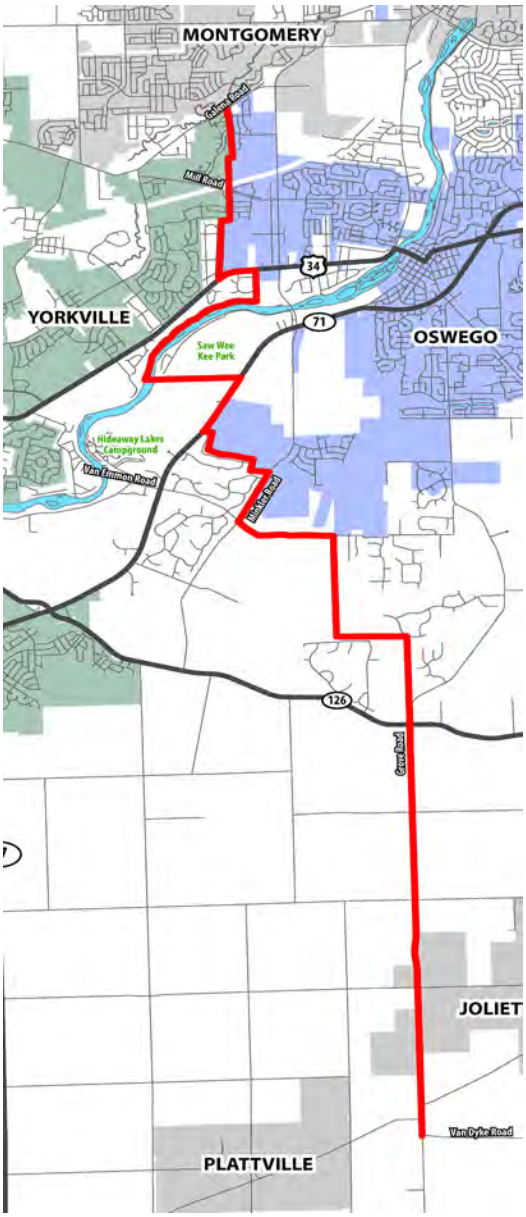
Existing Village of Oswego Boundary Agreement

The original boundary agreement between the United City of Yorkville and the Village of Oswego, was executed on September 1, 2001 (agreement recorded in January 2002 and ordinance recorded in March 2003). It established the many considerations for future development for the unincorporated area between the two communities.

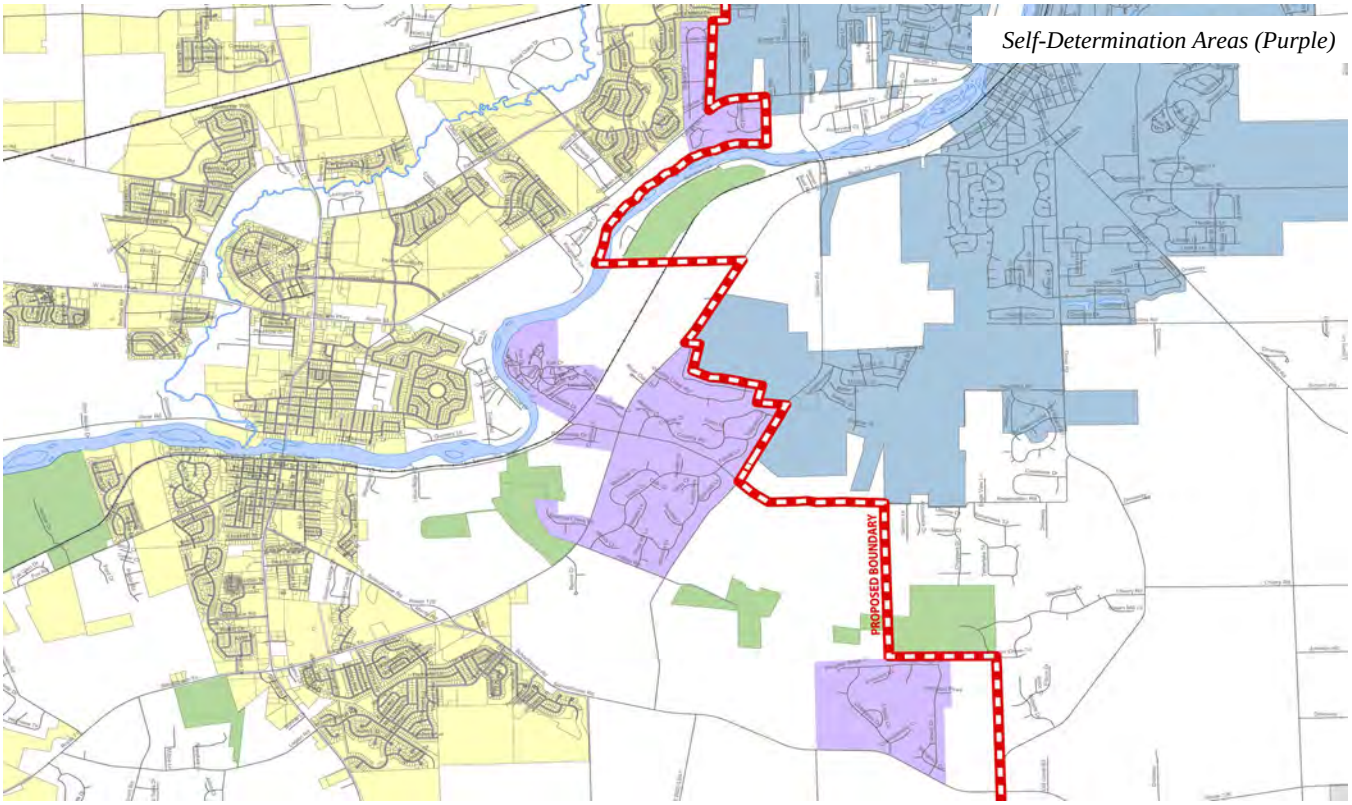
The previously agreed upon boundary between Yorkville and Oswego can be seen in the map to the right. The boundary starts at Galena Road east of Grande Reserve and then heads south to U.S. Route 34. It jogs around an existing unincorporated residential subdivision and the line continues along the Fox River and then envelops Saw Wee Kee Park to the east in Oswego's territory which is under the jurisdiction of the Oswegoland Park District. The line then continues south down Route 71 and then east to Minkler Road and annexed Oswego territory. It follows Minkler Road south and then, along parcel boundaries, goes southeast towards Grove Road. The rest of the boundary line goes due south down Grove Road and ends at Van Dyke Road which is consistent with the City's agreement with Plainfield.

This approximately sixteen and a half (16.5) mile boundary consists of a variety of land uses along its sides. There are mostly agricultural uses on the south portion of the boundary with a mix of unincorporated residential subdivisions heading north towards the river. The northern portion of the boundary line is mostly residential subdivisions within Yorkville or Oswego.

A majority of the unincorporated land is identified as having a future land use designation of "Agricultural Zone (AZ)" and "Estate/Conservation Residential (ECR)" in Yorkville's 2016 Comprehensive Plan Update.



Existing Yorkville/Oswego Boundary Line



Other than identifying the boundary line for future development, the existing agreement outlines a number of other details including:

- **Self-Determination Areas** – As seen in the attached map, there are several existing residential subdivisions that the agreement states may be annexed into either municipality without objection from the other municipality.
- **Third Party Annexations** – If a third party attempts to annex land which would change the boundary of the agreement, then each municipality may consider the request and, if not opposed, must amend the agreement.
- **Annexation of Roadways** – If the boundary line is located on a roadway then it shall be located on the center line of that roadway. Additionally, this section covers roads already annexed into the municipalities and the jurisdiction each community has over these roadways.
- **Roads and Streets** – This section covers improvements to Mill Street and other roads which cross the boundary line.
- **Facilities Planning Area Modifications** – Neither municipality may object to each other's facility planning areas regardless of the boundary line.
- **Land Planning** – Both municipalities will direct their planning staffs to meet and confer about land use and development in the area to promote favorable outcomes for both parties.
- **Wells and Water** – Both municipalities agree to discuss issues regarding regional water supply.
- **Duration on Agreement** – Details the 20-year period of the agreement.
- **Other Administrative Regulations** – The agreement includes administrative requirements including but not limited to representatives, enforcement, required notices, reservation of rights, severability, and recording of the agreement.

Proposed New Oswego Boundary Agreement

The proposed updated boundary agreement between the City of Yorkville and the Village of Oswego would be extended for another twenty (20) year term, until 2041, and continue most of the same provisions of the existing agreement. After meeting with staff from Oswego, the following revisions are being proposed and are broken down into minor and major amendments:

Minor Amendments

Section 2 – New Exhibit A and Exhibit B which creates a new map (attached) and legal description for the boundary.

Section 9 – This section is being removed as the Mill Street upgrade is within Grande Reserve and is already a planned improvement. Also, the 39 foot back of curb to back of curb and 80 foot right of way has been applied to approved improvement plans. The intersection improvements to Mill Road as part of the Grande Reserve development will begin construction this year.

Section 10 – Part D states Oswego has an application to create a FPA and staff is waiting on a response from Oswego to verify if it has been established. If so, this part may be removed as it would be obsolete.

Section 14 – This section has been modified to include the Oswego/Yorkville/Montgomery joint Feasibility Study to Receive Lake Michigan Water Via the Dupage Water Commission. It states both communities' intentions to work on regional sources for water.

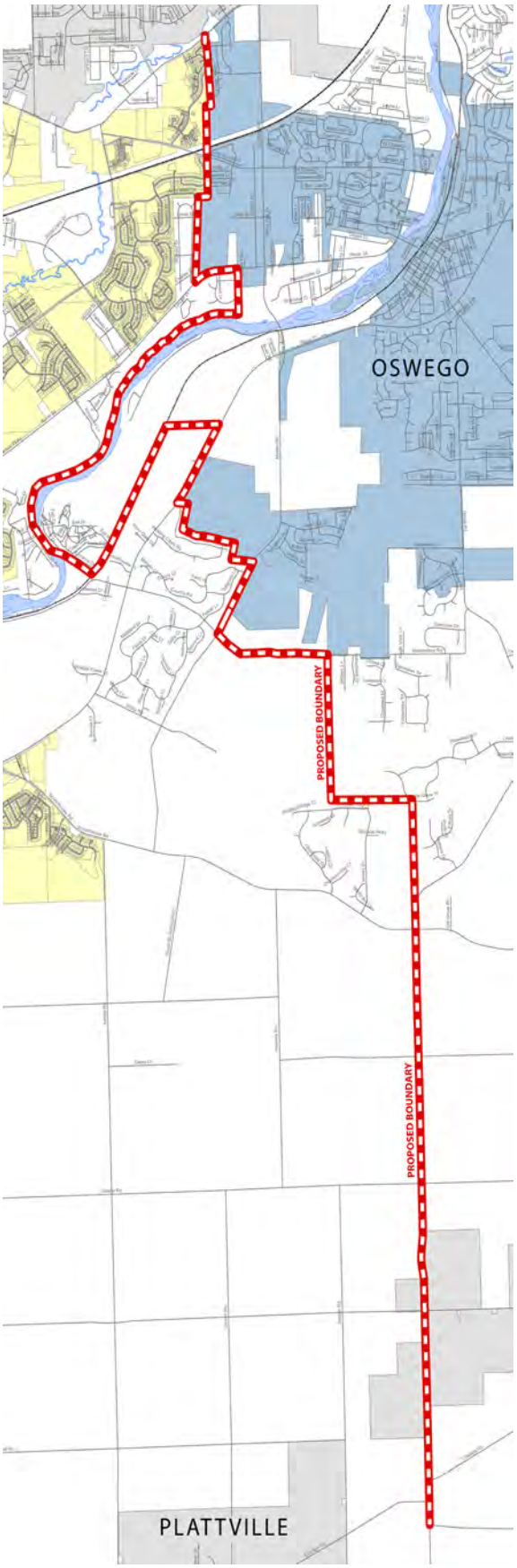
Section 18 – The duration of the agreement has been updated to December 1, 2041.

Section 23 – The notices have been amended to remove "personal delivery" and replace with certified mail.

Major Amendments

Section 2 – The new boundary line as seen on the attached map, has been altered to extend the boundary south along the river and envelop the existing Hideaway Lakes campground onto Oswego's side of the boundary. This was a direct request from Oswego to move the campground onto their side of the boundary.

There has been language added to the proposed boundary agreement in section 3(c) which addresses any potential nuisance issues that may arise if the campground is annexed into Oswego since it is in close proximity to existing Yorkville and unincorporated residential neighborhoods.



Proposed Yorkville/Oswego Boundary Line

The provisions state in the event the Yorkville Police Department is called to the property for any reason, Oswego shall reimburse Yorkville for all costs Yorkville incurs for such response. Additionally, Oswego shall respond to all noise complaints whether received by Yorkville and forwarded to Oswego or received directly by Oswego promptly.

Section 4 – The self-determination zones have been removed from the agreement. This was a Yorkville staff recommendation. Oswego staff has informed Yorkville staff that Oswego would like to keep these zones within the agreement.

Staff Comments & Recommendation

Staff has collaborated with Oswego staff to bring forth this updated boundary agreement for review. Overall, **staff recommends adoption** of a new Village of Oswego Boundary Agreement extension. Staff believes the solid long-term planning benefits of having a boundary agreement with a neighboring community outweighs any potential negative effects. **Staff also recommends approval** of all the minor amendments listed in this memorandum and outlined on the attached draft agreement.

In terms of the major amendments listed in this memorandum, **staff does not recommend approval** of keeping the self-determination areas in the agreement. The main purpose and benefit of having an agreement between neighbors is to avoid a situation where a developer or property owner(s) can pit two communities against one another for their gain. It also helps with long term planning of local and regional development when each community knows where their planning boundary is located. By not knowing where these areas will be annexed, it creates uncertainty in planning for development, utilities, and other infrastructure.

Per the Illinois Statutes, both corporate authorities are required to provide a public notice of the proposed boundary agreement for no less than 15 days at the location where notices are posted for any village board or city council meetings as well as publication within the local newspaper. At this time, staff anticipates publishing a notice in the **October 22nd** edition of the Beacon News for a public hearing at the **November 9th** City Council meeting. Staff is looking forward to getting the EDC's feedback on this matter and answering any questions at Tuesday night's meeting.

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

This Agreement made and entered into this _____ day of _____A.D. 2021 by and between the VILLAGE OF OSWEGO, Kendall and Will Counties, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "OSWEGO"), and the UNITED CITY OF YORKVILLE, Kendall County, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "YORKVILLE"), both of said parties are hereinafter sometimes referred to collectively as "the Municipalities" and individually as "Municipality".

WITNESSETH:

WHEREAS, section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9), authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their representative jurisdictions within unincorporated territory that lies within one and one-half miles of the corporate limits of such municipalities; and

WHEREAS, Section 10, Article VII, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, OSWEGO and YORK.VILLE have adopted official comprehensive plans controlling the development of unincorporated territory; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory surrounding YORKVILLE and OSWEGO; and

WHEREAS, OSWEGO and YORKVILLE have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental services, police services, utility services, transportation services, and other municipal services and financial commitments to meet the necessities of development; and

WHEREAS, prior to entering into this Agreement, OSWEGO and YORKVILLE have considered the ownership of property, natural flow of storm water and other relevant factors concerning the unincorporated territory; and

WHEREAS, OSWEGO and YORKVILLE have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, open space preservation, flood control, population density, ecological and economic impact, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, OSWEGO and YORKVILLE and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefitted by the mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, OSWEGO and YORKVILLE have determined that there exists a need and desire to provide for logical municipal boundaries and areas of municipal authority between their respective communities in order to plan effectively for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, OSWEGO and YORKVILLE, after due investigation and consideration, have decided to enter into an agreement providing for the establishing of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, OSWEGO and YORKVILLE have determined that the observance of the Boundary Line in future annexations by the two municipalities will serve the best interest of the two communities; and

WHEREAS, OSWEGO and YORKVILLE have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by another; and

WHEREAS, OSWEGO and YORKVILLE have authorized the execution of this Agreement as an exercise of their respective statutory authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the further consideration of the recitals hereinabove set forth, it is hereby agreed between OSWEGO and YORKVILLE pursuant to their constitutional, statutory, and other authority as follows:

1. **INCORPORATION OF PREAMBLE**

OSWEGO and YORKVILLE acknowledge that the statements made above in the recitals are true and correct and that such recitals are incorporated into this Agreement as if fully set forth in this Section 1.

2. **BOUNDARY LINE**

OSWEGO and YORKVILLE agree that in the unincorporated area lying between and near the two municipalities, the Boundary Line for annexation, governmental planning, subdivision control, facilities planning, zoning, official map, ordinances, and other municipal purposes shall be as is depicted on the map attached hereto as **EXHIBIT A** and as legally described in **EXHIBIT B** which are incorporated herein and made a part of the Agreement. The line depicted on Exhibit "A" and described on Exhibit "B" will be referred to as the "Boundary Line". In the event of any conflict between **EXHIBIT A** and/or **EXHIBIT B** and/or the terms of this Agreement, the order for the controlling authority shall be as follows: (1) the terms of this Agreement; and (2) the legal description of the Boundary Line attached as **EXHIBIT B**; and (3) the Boundary Map attached as **EXHIBIT A**.

3. **JURISDICTION**

(a) With respect to property located within the area assigned to OSWEGO (as depicted on **EXHIBIT A**), YORKVILLE agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(b) With respect to property located within the area assigned to YORKVILLE (as depicted on **EXHIBIT A**), OSWEGO agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(c) With regard to that certain property bounded by the Fox River on the north and west and by Illinois Railway on the south and east, commonly known as "Fox Bluff" (PINs: 02-26-300-015, 02-27-401-002, 02-34-226-008, and 02-35-101-002), upon Oswego's annexation of the property, Oswego agrees to diligently respond to all civil and criminal complaints called into Yorkville, Oswego, or KenCom dispatch, relative to Hideaway Lakes, regardless of the location of the complainant. Oswego agrees to undertake their normal and customary nuisance complaint process for noise complaints, including promptly visiting the complainant's location to investigate the source and intensity of the noise complaint, addressing the complaint with the offending property owner, and/or citing the property owner as the circumstances warrant. Notwithstanding the foregoing, Yorkville agrees to provide reasonable assistance to Oswego in responding or addressing to these complaints, including, but not limited to, responding to a Yorkville complainant's location, whether to conduct or assist with information gathering, or visiting the offending property to address the complaint with the property owner, as circumstances warrant. The Parties recognize that neither party may cite a property owner residing in the corporate boundaries of the other for a noise complaint or other local ordinance violation, and that the appropriate jurisdiction must be the citing entity, if a

citation is reasonably deemed to be appropriate. In the event that Yorkville is the primary responding agency to a civil or criminal issue on the offending property due to mutual aid response protocol or through management discretion, Oswego and Yorkville agree to consider negotiated reimbursement of Yorkville's costs to respond to the property to address the complaint within a reasonable amount of time after the response. This paragraph should not be read to limit either jurisdiction from responding to serious emergencies or the provision of suitable mutual aid, and instead serves as guidelines for non-life-threatening violations.

4.. **SUBDIVISION CONTROLS**

In the event that either municipality's subdivision control authority cannot be exercised within its designated area because the municipality is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of that subdivision, then, in those events, the municipality located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other municipality pursuant to Section, Article VII, of the Constitution of the State of Illinois of 1970. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited or not permitted by law, then, if either municipality cannot exercise its subdivision control within its designated area because it is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one- half miles of the subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.

5.. **THIRD PARTY ANNEXATIONS**

Upon a third party's attempt to effectuate a voluntary or involuntary annexation to have territory annexed which annexation would have the effect of changing the boundaries established under this Agreement, each municipality may consider such annexation and not oppose such

annexation, only where a mutual agreement between the parties hereto, in the form of a written amendment to this Agreement as provided in Section 15 is reached. Where a mutual written agreement is not reached, Oswego and Yorkville shall actively oppose any attempt to effectuate any voluntary or involuntary annexation by any third party.

6. **STATUTORY OBJECTION**

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings, special use permits or other land use proposals that have been presented to the corporate authorities of Kendall County, so long as the property for which the proposed rezoning, special use or other land use proposal is located in the area assigned to that objecting municipality by the terms of this Agreement.

In the event ·that either municipality's authority to assert a statutory objection to proposed rezonings, special use permits, or other land use proposals cannot be exercised within its designated area because the municipality is not located within one and one-half miles of the subject property, and if the other municipality is located within one and one-half miles of said property, then the municipality located within one and one-half miles of said property hereby transfers its authority to the other municipality. Both municipalities shall reasonably cooperate in any subsequent actions which are necessary to complete this transfer of authority. In the event this transfer of authority is determined to be invalid, then the putative transferor municipality shall cooperate with the transferee municipality to file such objection on behalf of the transferee municipality.

7.. **ANNEXATION OF ROADWAYS**

(a) If the Boundary Line depicted on **EXHIBIT A** and described on **EXHIBIT B** is located on a roadway, the Boundary Line shall be deemed, except as otherwise provided herein, to be located on the center line of the roadway if the roadway is not located within the corporate limits of either municipality as of the date of this Agreement. For territory that has been annexed by either municipality prior to the date of this Agreement, the roadway shall be deemed to be located within

the municipality to which the roadway has been annexed either by ordinance or by operation of state law (Illinois Compiled Statutes, CH. 65, Section 5/7-1-1). For unincorporated territory that is located on either side of the Boundary Line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The Boundary Line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

(b) Each municipality agrees that with respect to any roadways that are or are deemed to be located within that municipality's territory pursuant to this Agreement, that municipality shall, to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway, and grant non-exclusive easements for the installation by the other municipality of water, sanitary sewer and utility service facilities, storm sewer mains and appurtenant public improvements. Each municipality agrees that it may assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this Agreement.

(c) Each municipality requires that prior to authorizing the reasonable use of roadway right-of-way described in Section 8(b) above the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipalities' applicable requirements, ordinances and/or regulations and shall name the authorizing municipality as an additional insured on its public liability insurance policy.

(d) The parties recognize the practical problems of providing required municipal services for roadways that are located on the Boundary Line. To that end, the parties agree that further cooperative agreements shall be developed to provide road maintenance, police and other municipal services, including capital improvements, to roadways that are located on the Boundary Line.

(e) Acquisition of right-of-way which is adjacent and adjoining the Boundary Line roadway for roadway and utility purposes to widen the Boundary Line roadway shall not be considered an encroachment on the respective assigned territories.

8.. **FACILITIES PLANNING AREA MODIFICATIONS**

(a) YORKVILLE shall not object to or otherwise contest a request to amend OSWEGO' s Facilities Planning Area to add territory to OSWEGO's Facility Planning Area (or the Fox Metro FPA for the benefit of Oswego), including territory currently within YORKVILLE's Facilities Planning Area which is on OSWEGO's side of the Boundary Line.

(b) OSWEGO shall not object to or otherwise contest a request to amend the YORKVILLE Facilities Planning Area to add territory to YORKVILLE 's Facility Planning Area (or any Sanitary District's FPA for the benefit of Yorkville), including territory currently within OSWEGO's Facilities Planning Area which is on YORKVILLE's side of the Boundary Line.

(c) If the Illinois Environmental Protection Agency (IEPA) eliminates FPAs for designating service areas for sewer providers at some point after the approval of this Agreement, each party agrees not to provide sewer or water service to any person or entity on the other party's side of the Boundary Line and over which the other party has jurisdiction, without the written consent of the other party.

(d) It is recognized that Oswego currently has an application on file to create an FPA. A portion of the territory described in such FPA application is on the Yorkville side of the Boundary Line. If such FPA is approved, Oswego shall not object to the transfer of such portion of the territory to the Yorkville and/or any FPA upon a written request by either Yorkville or any Sanitary District. Oswego may, in its discretion, eliminate that territory from its FPA.

9.. **WAIVER OF ANNEXATION CHALLENGES**

Each municipality waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's designated areas as depicted in **EXHIBIT A**. The parties further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current or future annexations within the other municipality's designated area.

10. **LAND PLANNING**

The parties agree to direct their respective professional planning staffs to meet and confer about land use and development so as to promote and control economic and land development that favors both parties. Nothing in this paragraph shall require both parties to agree to any specific type of land use or development within that are as depicted on **EXHIBIT A**, but the parties are to use their best efforts to keep each other informed of land use and development plans in that area.

11. **CONTRIBUTIONS TO OTHER DISTRICTS**

Both Oswego and Yorkville shall be fair and equitable in assessing fees for the benefit of other taxing districts being mindful of the spirit of intergovernmental cooperation. Fees paid for the applicable taxing districts affected by this Agreement shall be as set by Resolution adopted by the municipal Board or Council for the subject real property in which the parcel of real property being developed is located.

12. **WELLS AND WATER**

The Illinois State Water Survey has predicted that the existing eight (8) wells Oswego currently utilizes from a deep sandstone aquifer will be depleted in the future due to increased demand. Similarly, the United City of Yorkville is facing the same challenges with its current five (5) deep well water supply resource. Therefore, the Village of Oswego and the United City of Yorkville entered into a joint Feasibility Study to Receive Lake Michigan Water Via the DuPage Water Commission ("study") in September 2018 to determine a regional plan to access a reliable non-well water supply

that will meet the increased demand generated by future population and development anticipated in both municipalities. It is anticipated all future water sourcing from both municipalities will come from Lake Michigan.

13. **OPEN SPACE**

The Village of Oswego and the United City of Yorkville recognize the need to preserve open space for the enjoyment of their citizens and agree to cooperate with each other and other agencies including the Kendall County Forest Preserve, any Park District, State or Federal agency to set aside open space in areas along the boundary where feasible. This, however, does not obligate either municipality to change their comprehensive/development plans or any current or future annexation/development agreements.

14. **EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES**

This Agreement shall be binding upon and shall apply only to the legal relationship between OSWEGO and YORKVILLE. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either OSWEGO and YORKVJLLE insofar as such shall affect any municipality which is not a party to this Agreement.

15. **AMENDMENT OF AGREEMENT**

Neither OSWEGO nor YORKVILLE shall either directly or indirectly seek any amendments or modification to this Agreement or to have this Agreement declared null, void or invalid, and this Agreement shall remain in full force and effect until amended or modified by the mutual written agreement of the corporate authorities of both municipalities.

16. **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect until December 1, 2041 . The term of this Agreement may be extended, renewed or revised by the mutual written agreement of the corporate authorities of both municipalities.

17. **REPRESENTATIONS BY THE PARTIES**

The parties represent, warrant, and agree to and with each other that each is a duly organized and existing municipal corporation under Illinois Law, has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

18. **FAILURE TO ENFORCE**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

19. **CAUSES BEYOND CONTROL**

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, in case such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

20. **ENFORCEMENT**

Any dispute between the parties to this Agreement or any dispute regarding the interpretation of the terms of this Agreement shall be resolved by an arbitrator selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

(1) Within five (5) business days after the appointment of an arbitrator, the parties shall submit a written memorandum stating their position. Within three (3) business days after receipt

of the written memorandum, the parties shall submit a written response. The arbitrator shall then within ten (10) business days thereafter issue its decision.

(2) The party requesting the arbitration shall be solely responsible for the cost of filing the arbitration, with each party paying its own attorney's fees. Upon ruling of the arbitrator, the non-prevailing party shall be responsible for any cost associated with filing the arbitration.

The Circuit Court of the County where the property at issue is situated shall enforce any decision made pursuant to this arbitration provision.

2\1. **NOTICES**

Any notice required by this Agreement shall be in writing and shall be served by certified mail, return receipt requested, addressed to the municipal clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the fourth day following mailing.

22. **RESERVATION OF RIGHTS**

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both municipalities specifically reserve all rights, privileges and immunities conferred upon them by law.

23. **AGENCY**

Neither party is an agent of the other party and neither shall incur any costs or expenses on behalf of the other.

24. **COMPLETE AGREEMENT**

This Agreement sets forth the complete understanding between OSWEGO and YORKVILLE relating to the terms hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by both parties.

25. **SEVERABILITY**

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

26. **REPEALER**

All agreements or parts thereof in conflict with the terms of this Agreement are hereby repealed and of no further force and effect to the extent of such conflict.

27. **PUBLICATION AND RECORDING**

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be certified as to adoption by the municipal clerk of each municipality, made available in the office of each municipal clerk, published by the representative municipalities and recorded or filed with the Kendall County Recorder and others as their interest may appear.

28. **EFFECTIVE DATE**

This Agreement shall be in full force and effect after its passage, approval and publication as required by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

VILLAGE OF OSWEGO
Kendall and Will Counties, Illinois,
an Illinois Municipal Corporation ATTEST: (Seal)

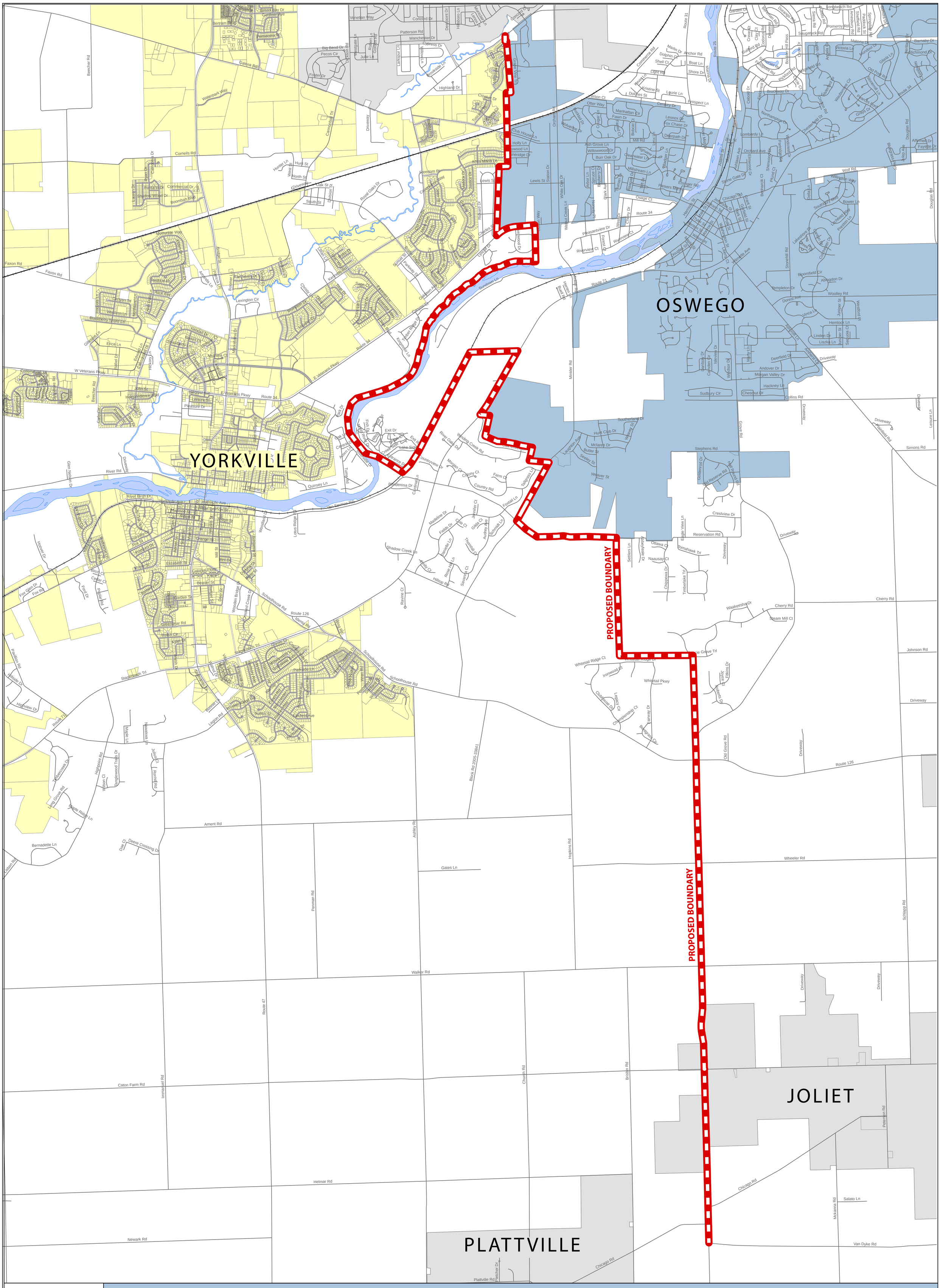
By: _____ _____

Village President Village Clerk

UNITED CITY OF YORKVILLE
Kendall County, Illinois,
an Illinois Municipal Corporation ATTEST: (Seal)

By: _____ _____

Mayor City Clerk


YORKVILLE
OSWEGO
PLATTVILLE
JOLIET
PROPOSED BOUNDARY
PROPOSED BOUNDARY
Beecher Rd
Galena Rd
Waterpark Way
Cannonball Trl
Driveway
Corneils Rd
Hunter Ln
Hunt St
West St
North St
Oak St
South St
Division St
Royal Oaks Dr
Commercial Dr
Boombah Blvd
Bridge St
Faxon Rd
Lexington Cir
Route 34
E Veterans Pkwy
W Veterans Pkwy
Beecher Rd
Pleasure Dr
Park Dr
River Rd
Glen Nelsin Dr
Quinsey Ln
Van Emmon Rd
Rivet Birch Dr
Hydraulic Ave
Main St
Mill St
Hoover Dr
Fox Glen Dr
Fox Rd
Ford Dr
Poplar Rd
Birch Ct
Cedar Ct
Maple St
Elizabeth St
Colonial Pkwy
Beaver St
Garden St
Wooden Bridge Dr
Crooked Creek Dr
Schoolhouse Rd
Route 126
Ident Rd
Stagecoach Trl
Pavilion Rd
Hillside Dr
Highview Dr
Route 71
Legion Rd
Maple Ln
Newark Rd
Julius Ct
Ronhill Rd
Highpoint Rd
Wilson Ct
Tanglewood Trails Dr
Timbercreek Dr
Lewis Grove Rd
Maple Ridge Ln
Bernadette Ln
Deere Crossing Dr
Doe Ct
Ament Rd
Penman Rd
Ashley Rd
Hopkins Rd
Gates Ln
Wheeler Rd
Walker Rd
Caton Farm Rd
Immanuel Rd
Route 47
Church Rd
Briskin Rd
Schlapp Rd
Helmar Rd
Newark Rd
Plattville Rd
Fletcher Dr
Chicago Rd
Salato Ln
McKanna Rd
Van Dyke Rd
Peterson Rd
Johnson Rd
Cherry Rd
Steam Mill Ct
Waakeeshar Dr
Whitetail Ridge Dr
Whitetail Ridge Ct
Whitetail Pkwy
Ironwood Ct
Clubhouse Dr
Legacy Cir
Championship Ct
Fairway Dr
Bakpraas Cir
Joyce Dr
Filkins Dr
Roberts Dr
Old Grove Rd
Old Grove Trl
Driveway
Route 126
Collins Rd
Simons Rd
Stephens Rd
Golden Rod Dr
Old Reserve Rd
Hart Road Rd
Crestview Dr
Reservation Rd
Eagle View Ln
Settlers Ln
Abbeydale Dr
Ottawa Ct
Naausay Ct
Chippewa Dr
Timberlake Trl
Tomahawk Trl
Shadow Creek Ln
Ravine Ct
Hilltop Rd
Ponderosa Dr
Cardinal Ln
Foxtail Ln
Country Rd
Farm Ct
Talisross Ln
Colony Ct
Morgan Cir
Countryview Dr
Wending Creek Rd
River Oaks Dr
Oak Shore Dr
Exit Dr
Lake Side Dr
Entrance Dr
Jerry Rd
Fish Dr
Jerry Dr
Hutton Dr
Oak Ln
Central Ct
Acorn Ln
Hillside Dr
Turnpike Rd
Madeline Dr
Fields Dr
Cole Ct
Jennifer Ct
Gilda Ct
Audrey Ave
Schmidt Ln
Danielle Ln
Thornhill Ct
Rose Hill Ln
Savanna Ct
Ehlig Ct
Lotus Ridge Rd
Woodland Dr
Hunt Club Dr
Mclaren Dr
Butler St
Seeley St
Weaver St
Laughton Ave
Southerland Dr
Weaver St
Grove Rd
Driveway
Driveway
Driveway

200300008550
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
03-18-2003 At 12:18 pm.
AGREEMENT 45.00

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

This Agreement made and entered into this 25th day of January, A.D. 2002 by and between the VILLAGE OF OSWEGO, Kendall County, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "OSWEGO"), and the UNITED CITY OF YORKVILLE, Kendall County, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "YORKVILLE"), both of said parties are hereinafter sometimes referred to collectively as "the Municipalities" and individually as "Municipality".

WITNESSETH:

WHEREAS, section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9), authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their representative jurisdictions within unincorporated territory that lies within one and one-half miles of the corporate limits of such municipalities; and

WHEREAS, Section 10, Article VII, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, OSWEGO and YORKVILLE have adopted official comprehensive plans controlling the development of unincorporated territory; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory surrounding YORKVILLE and OSWEGO; and

WHEREAS, OSWEGO and YORKVILLE have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental services, police services, utility services, transportation services, and other municipal services and financial commitments to meet the necessities of development; and

WHEREAS, prior to entering into this Agreement, OSWEGO and YORKVILLE have considered the ownership of property, natural flow of storm water and other relevant factors concerning the unincorporated territory; and

WHEREAS, OSWEGO and YORKVILLE have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, open space preservation, flood control, population density, ecological and economic impact, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, OSWEGO and YORKVILLE and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefitted by the mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, OSWEGO and YORKVILLE have determined that there exists a need and

desire to provide for logical municipal boundaries and areas of municipal authority between their respective communities in order to plan effectively for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, OSWEGO and YORKVILLE, after due investigation and consideration, have decided to enter into an agreement providing for the establishing of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, OSWEGO and YORKVILLE have determined that the observance of the Boundary Line in future annexations by the two municipalities will serve the best interest of the two communities; and

WHEREAS, OSWEGO and YORKVILLE have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by another; and

WHEREAS, OSWEGO and YORKVILLE have authorized the execution of this Agreement as an exercise of their respective statutory authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the further consideration of the recitals hereinabove set forth, it is hereby agreed between OSWEGO and YORKVILLE pursuant to their constitutional, statutory, and other authority as follows:

1. **INCORPORATION OF PREAMBLE**

OSWEGO and YORKVILLE acknowledge that the statements made above in the

recitals are true and correct and that such recitals are incorporated into this Agreement as if fully set forth in this Section 1.

2. **BOUNDARY LINE**

OSWEGO and YORKVILLE agree that in the unincorporated area lying between and near the two municipalities, the Boundary Line for annexation, governmental planning, subdivision control, facilities planning, zoning, official map, ordinances, and other municipal purposes shall be as is depicted on the map attached hereto as **EXHIBIT A** and as legally described in **EXHIBIT B** which are incorporated herein and made a part of the Agreement. The line depicted on Exhibit "A" and described on Exhibit "B" will be referred to as the "Boundary Line". In the event of any conflict between **EXHIBIT A** and/or EXHIBIT B and/or the terms of this Agreement, the order for the controlling authority shall be as follows: (1) the terms of this Agreement; and (2) the legal description of the Boundary Line attached as **EXHIBIT B;** and (3) the Boundary Map attached as **EXHIBIT A.**

3. **JURISDICTION**

(a) With respect to property located within the area assigned to OSWEGO (as depicted on **EXHIBIT A**), YORKVILLE agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(b) With respect to property located within the area assigned to YORKVILLE (as depicted on **EXHIBIT A**), OSWEGO agrees that it shall not annex any unincorporated territory

within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

4. SELF-DETERMINATION AREAS

The areas depicted as "Self Determination" areas on Exhibit A and as legally described on Exhibit C are subject to annexation by either OSWEGO or YORKVILLE upon a lawful petition to annex to one of the municipalities, the non annexing municipality shall take no action in an attempt to negate annexation to the other municipality.

5. SUBDIVISION CONTROLS

In the event that either municipality's subdivision control authority cannot be exercised within its designated area because the municipality is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of that subdivision, then, in those events, the municipality located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other municipality pursuant to Section, Article VII, of the Constitution of the State of Illinois of 1970. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited or not permitted by law, then, if either municipality cannot exercise its subdivision control within its designated area because it is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of the subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.

6. THIRD PARTY ANNEXATIONS

Upon a third party's attempt to effectuate a voluntary or involuntary annexation to have territory annexed to either municipality which annexation would have the effect of changing the boundaries established under this Agreement, each municipality may consider such annexation and not oppose such annexation, only where a mutual agreement between the municipalities in the form of a written amendment to this Agreement as provided in Section 17 is reached. Where a mutual written agreement is not reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation and shall not annex any territory which would have the effect of changing the boundaries established under this Agreement.

7. STATUTORY OBJECTION

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings, special use permits or other land use proposals that have been presented to the corporate authorities of Kendall County, so long as the property for which the proposed rezoning, special use or other land use proposal is located in the area assigned to that objecting municipality by the terms of this Agreement.

In the event that either municipality's authority to assert a statutory objection to proposed rezonings, special use permits, or other land use proposals cannot be exercised within its designated area because the municipality is not located within one and one-half miles of the subject property, and if the other municipality is located within one and one-half miles of said property, then the municipality located within one and one-half miles of said property hereby transfers its authority to the other municipality. Both municipalities shall reasonably cooperate in any subsequent actions

which are necessary to complete this transfer of authority. In the event this transfer of authority is determined to be invalid, then the putative transferor municipality shall cooperate with the transferee municipality to file such objection on behalf of the transferee municipality.

8. ANNEXATION OF ROADWAYS

(a) If the Boundary Line depicted on EXHIBIT A and described on EXHIBIT B is located on a roadway, the Boundary Line shall be deemed, except as otherwise provided herein, to be located on the center line of the roadway if the roadway is not located within the corporate limits of either municipality as of the date of this Agreement. For territory that has been annexed by either municipality prior to the date of this Agreement, the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by operation of state law (Illinois Compiled Statutes, CH. 65, Section 5/7-1-1). For unincorporated territory that is located on either side of the Boundary Line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The Boundary Line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

(b) Each municipality agrees that with respect to any roadways that are or are deemed to be located within that municipality's territory pursuant to this Agreement, that municipality shall, to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway, and grant non-exclusive easements for the installation by the other municipality of water, sanitary sewer and utility service facilities, storm sewer mains and appurtenant public improvements.

Each municipality agrees that it may assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this Agreement.

(c) Each municipality requires that prior to authorizing the reasonable use of roadway right-of-way described in Section 8(b) above the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipalities' applicable requirements, ordinances and/or regulations and shall name the authorizing municipality as an additional insured on its public liability insurance policy.

(d) The parties recognize the practical problems of providing required municipal services for roadways that are located on the Boundary Line. To that end, the parties agree that further cooperative agreements shall be developed to provide road maintenance, police and other municipal services, including capital improvements, to roadways that are located on the Boundary Line.

(e) Acquisition of right-of-way which is adjacent and adjoining the Boundary Line roadway for roadway and utility purposes to widen the Boundary Line roadway shall not be considered an encroachment on the respective assigned territories.

9. **ROAD AND STREETS**

(a) When developments are approved adjacent to Mill Street, Mill Street shall be improved to thirty nine (39') feet from back of curb to back of curb with an eighty (80') foot right of way.

(b) When streets which cross over the Boundary Line are constructed or

reconstructed, said streets shall maintain the typical section for at least one hundred (100') feet to match the street on the other side of the Boundary Line.

(c) When streets are constructed or reconstructed along the Boundary Line, best efforts shall be made so that said street is thirty nine (39') feet from back of curb to back of curb with a right of way of eighty (80') feet.

10. **FACILITIES PLANNING AREA MODIFICATIONS**

(a) YORKVILLE shall not object to or otherwise contest a request to amend OSWEGO's Facilities Planning Area to add territory to OSWEGO's Facility Planning Area (or the Fox Metro FPA for the benefit of Oswego), including territory currently within YORKVILLE's Facilities Planning Area which is on OSWEGO's side of the Boundary Line.

(b) OSWEGO shall not object to or otherwise contest a request to amend the YORKVILLE Facilities Planning Area to add territory to YORKVILLE's Facility Planning Area (or any Sanitary District's FPA for the benefit of Yorkville), including territory currently within OSWEGO's Facilities Planning Area which is on YORKVILLE's side of the Boundary Line.

(c) If the Illinois Environmental Protection Agency (IEPA) eliminates FPAs for designating service areas for sewer providers at some point after the approval of this Agreement, each party agrees not to provide sewer or water service to any person or entity on the other party's side of the Boundary Line and over which the other party has jurisdiction, without the written consent of the other party.

(d) It is recognized that Oswego currently has an application on file to create an FPA. A portion of the territory described in such FPA application is on the Yorkville side of the

Boundary Line. If such FPA is approved, Oswego shall not object to the transfer of such portion of the territory to the Yorkville and/or any FPA upon a written request by either Yorkville or any Sanitary District. Oswego may, in its discretion, eliminate that territory from its FPA.

11. WAIVER OF ANNEXATION CHALLENGES

Each municipality waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's designated areas as depicted in **EXHIBIT A**. The parties further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current or future annexations within the other municipality's designated area.

12. LAND PLANNING

The parties agree to direct their respective professional planning staffs to meet and confer about land use and development so as to promote and control economic and land development that favors both parties. Nothing in this paragraph shall require both parties to agree to any specific type of land use or development within that are as depicted on **EXHIBIT A**, but the parties are to use their best efforts to keep each other informed of land use and development plans in that area.

13. CONTRIBUTIONS TO OTHER DISTRICTS

Both Oswego and Yorkville shall be fair and equitable in assessing fees for the benefit of other taxing districts being mindful of the spirit of intergovernmental cooperation. Fees paid for the applicable taxing districts affected by this Agreement shall be as set by Resolution adopted by the municipal Board or Council for the subject real property in which the parcel of real

property being developed is located.

14. WELLS AND WATER

A. Oswego and Yorkville agree to discuss further issues with regard to the public water supply including the sharing of resources and interconnections of the municipal systems.

B. Both Oswego and Yorkville agree that they shall employ sound engineering principles when establishing new wells or redrilling existing wells.

15. OPEN SPACE

The Village of Oswego and the United City of Yorkville recognize the need to preserve open space for the enjoyment of their citizens and agree to cooperate with each other and other agencies including the Kendall County Forest Preserve, any Park District, State or Federal agency to set aside open space in areas along the boundary where feasible. This, however, does not obligate either municipality to change their comprehensive/development plans or any current or future annexation/development agreements.

16. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES

This Agreement shall be binding upon and shall apply only to the legal relationship between OSWEGO and YORKVILLE. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either OSWEGO and YORKVILLE insofar as such shall affect any municipality which is not a party to this Agreement.

17. **AMENDMENT OF AGREEMENT**

Neither OSWEGO nor YORKVILLE shall either directly or indirectly seek any amendments or modification to this Agreement or to have this Agreement declared null, void or invalid, and this Agreement shall remain in full force and effect until amended or modified by the mutual written agreement of the corporate authorities of both municipalities.

18. **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect until September 1, 2021 at 11:59 p.m. The term of this Agreement may be extended, renewed or revised by the mutual written agreement of the corporate authorities of both municipalities.

19. **REPRESENTATIONS BY THE PARTIES**

The parties represent, warrant, and agree to and with each other that each is a duly organized and existing municipal corporation under Illinois Law, has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

20. **FAILURE TO ENFORCE**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance,

shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

21. CAUSES BEYOND CONTROL

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, in case such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

22. ENFORCEMENT

Any dispute between the parties to this Agreement or any dispute regarding the interpretation of the terms of this Agreement shall be resolved by an arbitrator selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

(1) Within five (5) business days after the appointment of an arbitrator, the parties shall submit a written memorandum stating their position. Within three (3) business days after receipt of the written memorandum, the parties shall submit a written response. The arbitrator shall then within ten (10) business days thereafter issue its decision.

(2) The party requesting the arbitration shall be solely responsible for the cost of filing the arbitration, with each party paying its own attorney's fees. Upon ruling of the arbitrator, the non-prevailing party shall be responsible for any cost associated with filing the arbitration.

The Circuit Court of the County where the property at issue is situated shall enforce any decision made pursuant to this arbitration provision.

23. NOTICES

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal clerk and chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

24. RESERVATION OF RIGHTS

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both municipalities specifically reserve all rights, privileges and immunities conferred upon them by law.

25. AGENCY

Neither party is an agent of the other party and neither shall incur any costs or expenses on behalf of the other.

26. COMPLETE AGREEMENT

This Agreement sets forth the complete understanding between OSWEGO and YORKVILLE relating to the terms hereof and any amendment hereto to be effective must be in

writing and duly authorized and signed by both parties.

27. **SEVERABILITY**

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

28. **REPEALER**

All agreements or parts thereof in conflict with the terms of this Agreement are hereby repealed and of no further force and effect to the extent of such conflict.

29. **PUBLICATION AND RECORDING**

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be certified as to adoption by the municipal clerk of each municipality, made available in the office of each municipal clerk, published by the representative municipalities and recorded or filed with the Kendall County Recorder and others as their interest may appear.

30. **EFFECTIVE DATE**

This Agreement shall be in full force and effect after its passage, approval and publication as required by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

VILLAGE OF OSWEGO
Kendall County, Illinois,
an Illinois Municipal Corporation

ATTEST: (Seal)

By: _____
Village President

_____
Village Clerk

UNITED CITY OF YORKVILLE
Kendall, Illinois, an Illinois Municipal
Corporation

ATTEST: (Seal)

By: _____
Mayor

_____
City Clerk

Return to: United City of Yorkville,
Clerk's Office
800 Game Farm Road
Yorkville, IL 60560

Smith Engineering Consultants, Inc.
Civil/Structural Engineers and Surveyors
McHenry Yorkville Huntley

EXHIBIT "B" 1 of 2

YORKVILLE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GROVE ROAD AND THE CENTER LINE OF VAN DYKE ROAD, SAID INTERSECTION BEING ON THE WEST LINE OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID GROVE ROAD, TO THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE FORMER WAISH-KEE-SHAW RESERVATION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID FORMER WAISH-KEE-SHAW RESERVATION, AND SOUTH LINE EXTENDED WESTERLY, TO THE WEST LINE OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 6, TO THE CENTER LINE OF RESERVATION ROAD; THENCE WESTERLY ALONG SAID CENTER LINE TO THE CENTER LINE OF MINKLER ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MINKLER ROAD TO THE SOUTHERLY LINE OF FARM COLONY EXTENDED EASTERLY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID FARM COLONY TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE NORTHERLY AND EASTERLY ALONG THE CENTER LINE OF SAID ILLINOIS ROUTE 71 TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 24 AND THE SOUTH LINE OF SECTION 23, TOWNSHIP AND RANGE AFORESAID, TO THE CENTER LINE OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID FOX RIVER TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LYNWOOD SUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LYNWOOD SUBDIVISION, AND THE WESTERLY LINE OF LYNWOOD SUBDIVISION EXTENSIONS 4, 5 AND 6 TO THE NORTHWEST CORNER OF SAID LYNWOOD SUBDIVISION EXTENSION 4; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LYNWOOD SUBDIVISION EXTENSION 4 TO THE NORTHEAST CORNER OF SAID LYNWOOD SUBDIVISION EXTENSION 4; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LYNWOOD SUBDIVISION EXTENSION 4, TO THE EASTERLY LINE OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 14, AND THE EAST LINE OF SECTIONS 11 AND 2, TOWNSHIP AND RANGE AFORESAID, TO THE CENTER LINE OF GALENA ROAD FOR THE POINT OF TERMINATION.

202 S. Bridge Street, Yorkville, IL 60560 www.smithengineering.com
Telephone 630.553.7560 Fax 630.553.7646

Smith Engineering Consultants, Inc.
Civil/Structural Engineers and Surveyors
McHenry Yorkville Huntley

EXHIBIT "B" 2 of 2

OSWEGO:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GROVE ROAD AND THE CENTER LINE OF VAN DYKE ROAD, SAID INTERSECTION BEING ON THE WEST LINE OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID GROVE ROAD, TO THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE FORMER WAISH-KEE-SHAW RESERVATION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID FORMER WAISH-KEE-SHAW RESERVATION, AND SOUTH LINE EXTENDED WESTERLY, TO THE WEST LINE OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 6, TO THE CENTER LINE OF RESERVATION ROAD; THENCE WESTERLY ALONG SAID CENTER LINE TO THE CENTER LINE OF MINKLER ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID MINKLER ROAD TO THE NORTHERLY LINE OF FARM COLONY EXTENDED EASTERLY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID FARM COLONY AND SAID EXTENSION TO THE EASTERLY LINE OF OAK CREEK SUBDIVISION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID OAK CREEK SUBDIVISION TO THE NORTHEAST CORNER OF SAID OAK CREEK SUBDIVISION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID OAK CREEK SUBDIVISION TO THE CENTER LINE OF ILLINOIS ROUTE 71; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ILLINOIS ROUTE 71 TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 24 AND THE SOUTH LINE OF SECTION 23, TOWNSHIP AND RANGE AFORESAID, TO THE CENTER LINE OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID FOX RIVER TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF RIVERWOOD FARMS UNIT NO. 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIVERWOOD FARMS UNIT NO. 1, AND SAID SOUTHERLY EXTENSION TO THE CENTER LINE OF U.S. ROUTE 34; THENCE WESTERLY ALONG THE CENTER LINE OF SAID U.S. ROUTE 34, TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LYNWOOD SUBDIVISION EXTENSION 3; THENCE NORTHERLY ALONG SAID EASTERLY LINE, AND SAID SOUTHERLY EXTENSION, AND THE EASTERLY LINE OF LYNWOOD SUBDIVISION EXTENSION 4, TO THE NORTHEAST CORNER OF SAID LYNWOOD SUBDIVISION EXTENSION 4; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LYNWOOD SUBDIVISION EXTENSION 4, TO THE EASTERLY LINE OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 14, AND THE EAST LINE OF SECTIONS 11 AND 2, TOWNSHIP AND RANGE AFORESAID, TO THE CENTER LINE OF GALENA ROAD FOR THE POINT OF TERMINATION.

202 S. Bridge Street, Yorkville, IL 60560 www.smithengineering.com
Telephone 630.553.7560 Fax 630.553.7646

EXHIBIT "A"

Oswego Boundary

Yorkville Boundary

R 7 E

R 8 E

12,000 W

10,000 W

8,000 W

6,000 W

4,000 W

Baseline Rd.

To Sugar Grove

To 88

Caterpillar Rd.

Jeter Rd.

Ashe Rd.

W Beecher Rd.

E. Beecher Rd.

Dickson Tr.

Galena Rd.

Mill Rd.

Henning Rd.

Corneils Rd.

NORTHERN

Bristol Ridge Rd.

Orchard Rd.

Light Rd.

River Rd.

Douglas Rd

Wolf Rd.

Oswego

Faxon Rd.

Beecher Rd.

Faxon Rd.

Kennedy Rd.

Sundown Rd.

Woolley Rd.

Plainfield

Cannonball Trail

Eldamain Rd.

Blackberry Creek

Game Farm Rd.

Tuma Rd.

McHugh Rd.

Morgan Rd

Fox

Collins

Douglas

Schaefer Rd.

Stephens Rd.

Simons Rd.

Van Emmon Rd.

Richard Young F.P.

Reservation

Mo-sh-way Reservation

Yorkville

Hilltop Rd.

Wing Rd.

Minkler Rd.

Waish-kee-shaw Reservation

Cherry

Johnson

Pavillion Rd.

Kendall County Fairgrounds

Legion Rd.

Highpoint Rd.

Ament Rd.

East Rd.

Middle Rd.

Block Rd.

Grove Rd.

Schlapp Rd.

Wheeler

Sable Creek

Aux Sable Creek

Pennman Rd.

Walker Rd.

Hopkins Rd.

Ashley Rd.

Caton Farm Rd.

Peterson Rd.

Helmar

Helmar Rd.

Lisbon

Immanuel Rd.

Plattville

Chicago Rd.

Church Rd.

Brisbin Rd.

Van Dyke

Lisbon Center

McKanna

Baker F.P.

Ordinance No. 2021-_____

AN ORDINANCE AUTHORIZING A JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE VILLAGE OF OSWEGO

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, there is unincorporated territory lying between the City and the Village of Oswego ("Oswego") that was the subject of a previous Jurisdictional Boundary Line Agreement ("Boundary Agreement") entered into between the City and Oswego and it is the desire of each to update and extend the terms of that Boundary Agreement for an additional twenty years; and,

WHEREAS, the Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) provides for the entering into jurisdictional boundary line agreements after notice and hearing; and,

WHEREAS, The City and Oswego have negotiated a new Boundary Agreement to establish a jurisdictional boundary line in order to enable each municipality to plan the orderly growth and development of their communities by the exercise of their planning, annexation, zoning and subdivision authority on its side of the boundary line.

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 *JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS*, between the United City of Yorkville and the Village of Oswego, a copy of which is attached hereto and made a part hereof as Exhibit A, be and the same is hereby approved and the Mayor and City Clerk be and are hereby authorized and directed to execute the Agreement on behalf of the United City of Yorkville.

Section 2: This Ordinance shall be in full force and effect upon its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County,

Illinois this ____ day of _____, A.D. 2021.

_____

CITY CLERK

DRAFT

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2021.

_____

MAYOR

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Hearing #2

Tracking Number

Agenda Item Summary Memo

Title: Community Development Block Grant (CDBG) Project

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested:

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – December 14, 2021

Meeting and Date: City Council – January 11, 2022

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland (Name) Administration (Department)

Agenda Item Notes:

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DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, DECEMBER 14, 2021

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

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

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Plocher	Present	
	Soling	Present	
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Tarulis	Present	
	Peterson	Absent	(arrived at 7:36 p.m.)

Staff in attendance at City Hall: City Clerk Behland, City Administrator Olson, Chief of Police Jensen, Attorney Orr, Public Works Director Dhuse, Finance Director Fredrickson, Parks and Recreation Director Evans, Senior Planner Engberg, Facilities Manager Raasch, and EEI Engineer Sanderson.

Staff in attendance electronically: Community Development Director Barksdale-Noble.

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

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the City's website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: https://us02web.zoom.us/j/86825475553?pwd=Q3JkRVZUZitibzBPbEhQVXZnUzJBUT09. The Zoom meeting ID was 868 2547 5553.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Flags of Valor Presentation to American Legion

Parks and Recreation Director Evans and Superintendent of Recreation Remus wanted to thank the Yorkville American Legion Post 489 for their partnership over the last few years. This year's Flags of Valor had over 150 flags donated. All of the proceeds of the Flags of Valor go to the American Legion. Director Evans presented a check to Commander Cella of the American Legion for $5,000.

Rudolph Run 5k Presentation to Knights of Columbus

Parks and Recreation Director Evans and Superintendent of Recreation Remus explained that the Rudolph Run 5k was a fundraiser held to help the Knights of Columbus's toy drive that they put together for families in need within the Kendall County area. Superintendent of Recreation Remus presented a check for $1,000 to the Knights of Columbus.

Swearing-in Patrol Officer – Tyler Lobdell

Mayor Purcell, Fire and Police Commission Chairman Robert Johnson, and Chief of Police James Jensen swore in Tyler Lobdell as a Patrol Officer for the police department.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. Minutes of the Regular City Council – November 9, 2021
2. Minutes of the Regular City Council – November 23, 2021
3. Bill Payments for Approval
   - $ 770,342.06 (vendors)
   - $ 927,617.79 (wire payments)
   - $ 330,003.98 (payroll period ending 11/24/21)
   - $ 2,027,963.83 (total)

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

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

REPORTS

MAYOR'S REPORT

Furniture Purchase for 651 Prairie Pointe
(CC 2021-61)

Mayor Purcell entertained a motion to table the Furniture Purchase for 651 Prairie Pointe until February 2022. So moved by Alderman Marek; seconded by Alderman Koch.

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

Meeting Schedule for 2022
(CC 2021-63)

Mayor Purcell entertained a motion to approve the meeting schedule for 2022 as presented. So moved by Alderman Marek; seconded by Alderman Koch.

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

Ordinance 2021-37 **Bond Ordinance**
(ADM 2021-41)

Mayor Purcell entertained a motion to approve the Ordinance authorizing and providing for the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022, of the United City of Yorkville, Kendall County, Illinois, in the aggregate principal amount of *$5,170,000*, for the purposes of refunding the outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011 and providing for certain capital improvements throughout the City, prescribing all the details of said bonds and providing for the imposition of taxes to pay principal of and interest on such bonds and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Transier.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

DCEO ReBuild Illinois Grant Application for Downtown Redevelopment
(EDC 2021-37)

Alderman Funkhouser made a motion to authorize staff to submit the proposed Downtown Yorkville Neighborhood and Mainstreet Improvement Corridor plan project for the ReBuild Downtowns and Main Streets Capital Grant Program as proposed with the project cost of $4,586,400.00 with the City's contribution of $1,586,400.00; seconded by Alderman Koch.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

City Buildings Updates
(CC 2021-04)

Public Works Building, Space Needs Analysis, Update

Mayor Purcell introduced Chris Hansen with Kluber, who would be giving a presentation on the Yorkville Public Works and Parks Maintenance Facility Study *(see attached)*. Chris explained that he wanted to provide the Council with a high-level overview of what steps Kluber had taken to explore the needs for a new public works and parks and recreation facility. They put together three project objectives: site evaluation and document review, space need analysis and development options, and the cost and schedule for development. Chris mentioned that they did consider Kendall Area Transit (KAT) in some of the calculations but stated he would not go into much detail due to them not being 100% committed to the project at this time. The City currently owns three existing sites for consideration for this project. There are location options at 610 Tower Lane and 609 North Bridge Street, 185 Wolf Street, and Blackberry Shore Lane and Cannonball Trail. Kluber has toured all sites and met with staff to get the existing and proposed square footage. The City's existing public works and parks and recreation combined square footage is 35,905 SF. Staff has asked Kluber to calculate the existing square footage and a 20-year development plan, leaving us with a proposed total of 134,275 SF. Chris then began to go over the four different development options:

Option A – Home Depot Site with KAT and all components on one site. The City currently owns this eight-acre property. All pieces along with KAT would fit here at this location. All utilities are available on or adjacent to the site. This site would be limited to a 20-year development plan. There are projected difficulties with parking for staff and employees. Additionally, this location is adjacent to a residential area. The project cost for this option is between $35.1 - $37.6 million.

Option B – Home Depot Site with all components on-site without KAT. The City currently owns this 8-acre property. All components would fit at this location. This option would give better site circulation and building placement options without KAT. All utilities are available on or adjacent to the site. Without KAT, this would provide more options for staff and public parking. The site is still limited to a 20-year development plan but has slightly more room vs. Option A. This site is adjacent to a residential area. The project cost for this option is between $29 – $31.2 million.

Option C – Parks and Recreation on Parks Site (south site) – Public Works Only on North Site. The City currently owns the north site and a portion of the south site. The utilities are adjacent to both sites. Having split sites require some duplication of spaces. The north parcel is adjacent to residential areas. The parks' garage is not as flexible for use. The project cost for this option is between $20.1 – $21.6 million.

Option D – New Site Option (Location to be determined). A new site of proper dimension can allow for a longer-range facility plan. This would allow for building expansion in the future. This option is the best site circulation option of the proposed alternatives. All of the employee and public parking could be accommodated on site. The City would have to purchase a new property. The best option would be to find a property with adjacent public utilities to keep the development expenses low. Another item for consideration is the size of the site, with a twelve to fifteen-acre parcel targeted as an ideal size. The ideal spot would be no less than 500 feet wide at its smallest dimension to allow for the perfect site circulation patterns. The project cost for this option is between $31 – $33.8 million.

Chris stated they estimated that if the City continues moving forward with the project, it will take roughly 16 to 24 months. This will all depend on the construction and availability of material. Alderman Funkhouser asked for clarification on the Tower Lane location. Chris stated that the Tower Lane location would be repurposed in all options. The Wolf Street location will only be utilized if it's decided on doing the split option between public works and parks and recreation. Chris mentioned that the best time to bid is early January. Alderman Koch said the first step would be to find the right property. When they discussed a 100-year plan, Mayor Purcell wanted to clarify that the property would be a good fit for 100 years and not the building. Mayor Purcell asked about eliminating one option and brought up selling the Home Depot property. Mayor Purcell mentioned this site not going over 20 years, and its location next to the residential area as reasons for the possible sale of this property. The Council discussed possible areas to save money and cut back. If the City goes with a larger site, it could be added onto later. Mayor Purcell stated a lot of good ideas were brought up, and staff will continue the discussion and bring this back at a future date.

Water Study Update
(CC 2021-38)

Joliet Water Source Notification

Mayor Purcell entertained a motion to authorize staff to formally notify Joliet that the City declines their offer as a preferred water source for the United City of Yorkville. So moved by Alderman Funkhouser; seconded by Alderman Marek.

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

Resolution 2021-35 **Selecting Lake Michigan as the Preferred Water Source and the DuPage Water Commission as the Preferred Water Supplier for the United City of Yorkville**

Mayor Purcell entertained a motion to approve a Resolution Selecting Lake Michigan as the Preferred Water Source and the DuPage Water Commission as the Preferred Water Supplier for the United City of Yorkville and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Soling.

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

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Tom Schmitt, a Yorkville resident, addressed the Council and said he had just moved into Grande Reserve. He would like the City to look into making the train crossing areas a quiet zone. Yorkville has grown a lot over the last five years, especially in the Grande Reserve area. The horn is deafening, especially overnight. Please look into quiet zones again with the growing population of the City.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:37 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #2

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

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UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535877	AACVB	AURORA AREA CONVENTION							
	21-NOV		12/09/21	01	ALL SEASON NOV 2021 HOTEL TAX	01-640-54-00-5481		67.29	
						INVOICE TOTAL:		67.29	*
						CHECK TOTAL:		67.29	
535878	ALLSTAR	ALL STAR SPORTS INSTRUCTION							
	217021		12/07/21	01	FALL II 2021 CLASS INSTRUCTION	79-795-54-00-5462		2,576.00	
						INVOICE TOTAL:		2,576.00	*
						CHECK TOTAL:		2,576.00	
535879	ALTORFER	ALTORFER INDUSTRIES, INC							
	P53C0176830		12/02/21	01	RETAINERS	01-410-56-00-5628		117.90	
						INVOICE TOTAL:		117.90	*
						CHECK TOTAL:		117.90	
535880	AMEHOIST	AMERICAN HOIST & MANLIFT, INC							
	19706		12/07/21	01	BRAILLE PLATES	24-216-54-00-5446		24.00	
						INVOICE TOTAL:		24.00	*
						CHECK TOTAL:		24.00	
535881	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC							
	1240869-IN		12/08/21	01	LAMP	24-216-56-00-5656		46.80	
						INVOICE TOTAL:		46.80	*
						CHECK TOTAL:		46.80	
535882	BATTERYS	BATTERY SERVICE CORPORATION							

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
535882	BATTERYS	BATTERY SERVICE CORPORATION						
	0080631		10/18/21	01	BATTERY	52-520-56-00-5628		153.95
						INVOICE TOTAL:		153.95 *
						CHECK TOTAL:		153.95
535883	BLUEPEAK	BLUE PEAK LOGIC INC						
	1822		12/20/21	01	SKILLS MANAGEMENT SOFTWARE	01-210-54-00-5462		500.00
				02	ANNUAL SUBSCRIPTION RENEWAL	** COMMENT **		
						INVOICE TOTAL:		500.00 *
						CHECK TOTAL:		500.00
535884	BRONZEME	BRONZE MEMORIAL CO.						
	706910		12/06/21	01	CAST BRONZE PLAQUE	79-790-56-00-5640		339.91
						INVOICE TOTAL:		339.91 *
						CHECK TOTAL:		339.91
535885	CALLONE	PEERLESS NETWORK, iNC						
	476386		12/15/21	01	12/15-01/14 ADMIN LINES	01-110-54-00-5440		1,230.59
				02	12/15-01/14 CITY HALL NORTEL	01-110-54-00-5440		45.96
				03	12/15-01/14 CITY HALL NORTEL	01-210-54-00-5440		45.96
				04	12/15-01/14 CITY HALL NORTEL	51-510-54-00-5440		45.96
				05	12/15-01/14 PD LINES	01-210-54-00-5440		457.44
				06	12/15-01/14 PW LINES	51-510-54-00-5440		2,877.15
				07	12/15-01/14 CITY HALL FIRE	01-210-54-00-5440		904.06
				08	12/15-01/14 CITY HALL FIRE	01-110-54-00-5440		904.06
				09	12/15-01/14 SEWER DEPT LINES	52-520-54-00-5440		434.54
				10	12/15-01/14 RECREATION LINES	79-795-54-00-5440		430.21
				11	12/15-01/14 TRAFFIC SIGNAL	01-410-54-00-5435		65.42
				12	MAINTENANCE	** COMMENT **		
						INVOICE TOTAL:		7,441.35 *
						CHECK TOTAL:		7,441.35

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535886	CENSOD	CENTRAL SOD							
	54510		12/09/21	01	SOD	79-790-56-00-5646		458.00	
						INVOICE TOTAL:		458.00	*
						CHECK TOTAL:			458.00
535887	CENTRALL	CENTRAL LIMESTONE COMPANY, INC							
	28133		12/06/21	01	AGLIME	01-410-56-00-5620		129.45	
						INVOICE TOTAL:		129.45	*
						CHECK TOTAL:			129.45
535888	COMED	COMMONWEALTH EDISON							
	6819027011-1121		12/02/21	01	10/25-11/24 PR BUILDINGS	79-795-54-00-5480		330.14	
						INVOICE TOTAL:		330.14	*
						CHECK TOTAL:			330.14
535889	COMPASS	COMPASS MINERALS AMERICA							
	899640		12/07/21	01	SALT	15-155-56-00-5618		10,638.86	
						INVOICE TOTAL:		10,638.86	*
	900647		12/08/21	01	SALT	15-155-56-00-5618		11,233.99	
						INVOICE TOTAL:		11,233.99	*
						CHECK TOTAL:			21,872.85
535890	COREMAIN	CORE & MAIN LP							
	P841965		12/03/21	01	METERS	51-510-56-00-5664		7,020.00	
						INVOICE TOTAL:		7,020.00	*
	Q018881		12/02/21	01	METERS	51-510-56-00-5664		2,621.90	
						INVOICE TOTAL:		2,621.90	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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535890	COREMAIN	CORE & MAIN LP							
	Q032871		12/03/21	01	METERS	51-510-56-00-5664		3,510.00	
						INVOICE TOTAL:		3,510.00	*
	Q032874		12/03/21	01	METERS	51-510-56-00-5664		10,530.00	
						INVOICE TOTAL:		10,530.00	*
						CHECK TOTAL:		23,681.90	
535891	CROSSEVA	CROSS EVANGELICAL LUTHERN							
	11-04-21 BALANCE		12/16/21	01	REMAINING FACILITY RENATL FEE	79-795-56-00-5606		3,500.00	
						INVOICE TOTAL:		3,500.00	*
						CHECK TOTAL:		3,500.00	
535892	DIRENRGY	DIRECT ENERGY BUSINESS							
	1704705-213340047513		11/30/21	01	10/25-11/25 KENNEDY & MCHUGH	23-230-54-00-5482		83.66	
						INVOICE TOTAL:		83.66	*
	1704706-213370047549		12/03/21	01	10/28-11/29 RT34 & BEECHER	23-230-54-00-5482		93.14	
						INVOICE TOTAL:		93.14	*
	1704708-213340047513		11/30/21	01	10/26-11/23 1850 MARKETVIEW	23-230-54-00-5482		75.98	
						INVOICE TOTAL:		75.98	*
	1704709-213340047513		11/30/21	01	10/26-11/23 7 COUNTRYSIDE PKWY	23-230-54-00-5482		135.97	
						INVOICE TOTAL:		135.97	*
	1704710-213340047513		11/30/21	01	10/25-11/22 VAN EMMON LOT	23-230-54-00-5482		17.83	
						INVOICE TOTAL:		17.83	*
	1704711-213470047640		12/13/21	01	11/04-12/07 KENNEDY & MILL	23-230-54-00-5482		16.56	
						INVOICE TOTAL:		16.56	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
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01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535892	DIRENRGY DIRECT ENERGY BUSINESS							
	1704714-213340047513	11/30/21	01	10/26-11/23 1 MCHUGH RD	23-230-54-00-5482		82.74	
					INVOICE TOTAL:		82.74	*
	1704716-213340047513	11/30/21	01	10/26-11/24 1 COUNTRYSIDE PKWY	23-230-54-00-5482		168.19	
					INVOICE TOTAL:		168.19	*
	1704718-213410047585	12/07/21	01	1/02-12/03 RT34 & CANNONBALL T	23-230-54-00-5482		16.66	
					INVOICE TOTAL:		16.66	*
	1704721-213340047513	11/30/21	01	10/26-11/23 610 TOWER WELLS	51-510-54-00-5480		6,725.74	
					INVOICE TOTAL:		6,725.74	*
	1704722-213370047549	12/03/21	01	10/27-11/29 2921 BRISTOL RIDGE	51-510-54-00-5480		5,330.50	
					INVOICE TOTAL:		5,330.50	*
	1704723-213370047549	12/03/21	01	10/28-11/29 2224 TREMONT	51-510-54-00-5480		7,119.16	
					INVOICE TOTAL:		7,119.16	*
					CHECK TOTAL:		19,866.13	
535893	DUYS DUYS SHOES							
	20048517	12/08/21	01	WORK BOOTS-STEFFENS	52-520-56-00-5600		229.50	
					INVOICE TOTAL:		229.50	*
					CHECK TOTAL:		229.50	
535894	DYNEGY DYNEGY ENERGY SERVICES							
	386643521111	12/02/21	01	09/27-10/25 420 FAIRHAVEN	52-520-54-00-5480		100.95	
			02	09/28-10/26 6780 RT47	51-510-54-00-5480		30.76	
			03	10/25-11/22 456 KENNEDY RD	51-510-54-00-5480		69.56	
			04	10/11-11/08 4600 N BRIDGE	51-510-54-00-5480		41.36	
			05	10/22-11/21 1106 PRAIRIE CR	52-520-54-00-5480		128.05	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
535894	DYNEGY	DYNEGY ENERGY SERVICES					
	386643521111	12/02/21	06	10/25-11/22 301 E HYDRAULIC	79-795-54-00-5480		56.13
			07	09/29-10/27 FOXHILL 7 LIFT	52-520-54-00-5480		65.82
			08	10/22-11/21 872 PRAIRIE CR	79-795-54-00-5480		181.38
			09	10/11-11/08 9257 GALENA PK	79-795-54-00-5480		50.20
			10	09/27-10/25 101 BRUELL ST	52-520-54-00-5480		271.84
			11	10/22-11/21 1908 RAINTREE	51-510-54-00-5480		234.23
			12	10/25-11/22 PRESTWICK LIFT	52-520-54-00-5480		113.56
			13	10/25-11/22 1991 CANNONBALL TR	51-510-54-00-5480		125.13
			14	09/27-10/25 610 TOWER LN	51-510-54-00-5480		132.81
			15	10/25-11/22 276 WINDHAM LIFT	52-520-54-00-5480		134.90
			16	10/25-11/22 133 E HYDRAULIC	79-795-54-00-5480		146.30
			17	09/27-10/25 1975 BRIDGE LIFT	52-520-54-00-5480		455.63
					INVOICE TOTAL:		2,338.61 *
					CHECK TOTAL:		2,338.61
535895	FARMFLEE	BLAIN'S FARM & FLEET					
	8375-GARCIA	11/11/21	01	HATS, SOCKS, JEANS, BELT, SHOE	51-510-56-00-5600		133.31
			02	STRINGS	** COMMENT **		
					INVOICE TOTAL:		133.31 *
	869-HENNE	12/01/21	01	PANTS	01-410-56-00-5600		89.98
					INVOICE TOTAL:		89.98 *
					CHECK TOTAL:		223.29
535896	FIRST	FIRST PLACE RENTAL					
	323362	09/03/21	01	HOMETOWN DAYS LIGHT TOWERS	79-795-56-00-5602		889.20
					INVOICE TOTAL:		889.20 *
					CHECK TOTAL:		889.20
535897	FLATSOS	RAQUEL HERRERA					

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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535897	FLATSOS	RAQUEL HERRERA							
	21773		11/18/21	01	INNER TUBE	79-790-54-00-5495		35.00	
						INVOICE TOTAL:		35.00	*
						CHECK TOTAL:		35.00	
535898	GARDKOCH	GARDINER KOCH & WEISBERG							
	H-2364C-6246		12/11/21	01	KIMBALL HILL I MATTER	01-640-54-00-5461		2,224.00	
						INVOICE TOTAL:		2,224.00	*
	H-3586C-6247		12/11/21	01	NICHOLSON MATTER	01-640-54-00-5461		154.00	
						INVOICE TOTAL:		154.00	*
						CHECK TOTAL:		2,378.00	
535899	GREGORYK	KATELYN GREGORY							
	120721-NOTARY		12/07/21	01	NOTARY RENEWAL REIMBURSEMENT	01-110-54-00-5462		13.00	
						INVOICE TOTAL:		13.00	*
						CHECK TOTAL:		13.00	
535900	GROUND	GROUND EFFECTS INC.							
	464108-000		11/12/21	01	MULCH	51-510-56-00-5620		31.25	
						INVOICE TOTAL:		31.25	*
						CHECK TOTAL:		31.25	
535901	HACH	HACH COMPANY							
	12772169		12/01/21	01	CHLORINE	51-510-56-00-5638		684.95	
						INVOICE TOTAL:		684.95	*
						CHECK TOTAL:		684.95	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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535902	HARRIS HARRIS COMPUTER SYSTEMS						
	MSIXT0000184	11/30/21	01	MYGOVHUB FEES - NOV 2021	01-120-54-00-5462		244.49
			02	MYGOVHUB FEES - NOV 2021	51-510-54-00-5462		368.96
			03	MYGOVHUB FEES - NOV 2021	52-520-54-00-5462		106.48
					INVOICE TOTAL:		719.93 *
					CHECK TOTAL:		719.93
535903	HAWKINS HAWKINS INC						
	6074673	11/29/21	01	FILTER PLUG, REGULATOR	51-510-56-00-5638		585.00
					INVOICE TOTAL:		585.00 *
					CHECK TOTAL:		585.00
535904	HOUSEAL HOUSEAL LAVIGNE ASSOCIATES						
	5362	12/19/21	01	NOV 2021 PROFESSIONAL	01-220-54-00-5462		3,495.00
			02	CONSULTING SERVICES	** COMMENT **		
					INVOICE TOTAL:		3,495.00 *
					CHECK TOTAL:		3,495.00
535905	ILTRUCK ILLINOIS TRUCK MAINTENANCE, IN						
	029423	11/22/21	01	CHANGE OIL, REPLACE BLOWER	01-410-54-00-5490		1,497.86
			02	MOTOR & RESISTOR	** COMMENT **		
					INVOICE TOTAL:		1,497.86 *
	029433	11/30/21	01	OIL CHANGE, REPLACED BROKEN	01-410-54-00-5490		6,197.12
			02	GREASE ZERKS, SPEED SENSOR,	** COMMENT **		
			03	STEER AXLE BRAKES, STEERING	** COMMENT **		
			04	BOX AND OIL PAN	** COMMENT **		
					INVOICE TOTAL:		6,197.12 *
					CHECK TOTAL:		7,694.98

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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535906	JDEERE	JOHN DEERE FINANCIAL							
	10502482		09/28/21	01	PLUGS	79-790-56-00-5640		63.74	
						INVOICE TOTAL:		63.74	*
						CHECK TOTAL:		63.74	
535907	JIMSTRCK	JIM'S TRUCK INSPECTION LLC							
	189133		12/01/21	01	TRUCK INSPECTION	01-410-54-00-5490		37.00	
						INVOICE TOTAL:		37.00	*
	189189		12/06/21	01	TRUCK INSPECTION	79-790-54-00-5495		37.00	
						INVOICE TOTAL:		37.00	*
	189190		12/06/21	01	TRUCK INSPECTION	79-790-54-00-5495		35.00	
						INVOICE TOTAL:		35.00	*
	189202		12/06/21	01	TRUCK INSPECTION	79-790-54-00-5495		35.00	
						INVOICE TOTAL:		35.00	*
	189222		12/07/21	01	TRUCK INSPECTION	79-790-54-00-5495		35.00	
						INVOICE TOTAL:		35.00	*
	189247		12/08/21	01	REFLECTOR	79-790-54-00-5495		3.00	
						INVOICE TOTAL:		3.00	*
						CHECK TOTAL:		182.00	
535908	KANTORG	GARY KANTOR							
	120721		12/08/21	01	DEC 2021 MAGIC CLASS	79-795-54-00-5462		90.00	
				02	INSTRUCTION	** COMMENT **			
						INVOICE TOTAL:		90.00	*
						CHECK TOTAL:		90.00	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	95-XXX	ESCROW DEPOSIT

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535909	KCHIGHWA	KENDALL COUNTY HIGHWAY DEPT.							
	120121-IGLOO		12/01/21	01	SALT IGLOO 2022 ANNUAL	01-410-54-00-5485		250.00	
				02	MAINTENANCE FEE	** COMMENT **			
						INVOICE TOTAL:		250.00	*
						CHECK TOTAL:		250.00	
535910	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE							
	DEC 2021-DUPAGE		12/07/21	01	DUPAGE CO. FTA BOND	01-000-24-00-2412		70.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		70.00	*
	DEC 2021-DUPAGE 12/1		12/17/21	01	DUPAGE COUNTY FTA BOND FEE	01-000-24-00-2412		140.00	
				02	REIMBURSEMENTS	** COMMENT **			
						INVOICE TOTAL:		140.00	*
						CHECK TOTAL:		210.00	
535911	LAWSON	LAWSON PRODUCTS							
	9309046013		11/29/21	01	WASHERS	01-410-56-00-5620		63.61	
						INVOICE TOTAL:		63.61	*
	9309069321		12/06/21	01	FLANGE NUT	01-410-56-00-5620		42.49	
						INVOICE TOTAL:		42.49	*
						CHECK TOTAL:		106.10	
535912	MARTENSO	MARTENSON TURF PRODUCTS							
	84080		11/17/21	01	WHITE FIELD MARKING PAINT	79-790-56-00-5646		1,242.00	
						INVOICE TOTAL:		1,242.00	*
						CHECK TOTAL:		1,242.00	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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535913	MENLAND MENARDS - YORKVILLE							
	28856	11/12/21	01	DUCK TAPE, LIGHTS	79-790-56-00-5640		69.52	
					INVOICE TOTAL:		69.52	*
	29128	11/16/21	01	RETURNED LIGHTS CREDIT	79-790-56-00-5640		-39.99	
					INVOICE TOTAL:		-39.99	*
	29130	11/16/21	01	LIGHTS, ELECTRICAL TAPE, CABLE	79-790-56-00-5640		82.41	
			02	TIES	** COMMENT **			
					INVOICE TOTAL:		82.41	*
	29207	11/17/21	01	DUCK TAPE, DURA INK	79-790-56-00-5640		10.55	
					INVOICE TOTAL:		10.55	*
	29287	11/18/21	01	ELECTRICAL TAPE, PHOTOCELL	79-790-56-00-5640		21.92	
			02	TIMER, CAULK	** COMMENT **			
					INVOICE TOTAL:		21.92	*
	29304	11/18/21	01	LIGHTS	79-790-56-00-5640		29.99	
					INVOICE TOTAL:		29.99	*
	29366	11/19/21	01	PIPE WRENCH	52-520-56-00-5630		12.99	
					INVOICE TOTAL:		12.99	*
	29391	11/19/21	01	HOLIDAY DECORATIONS	79-790-56-00-5640		86.48	
					INVOICE TOTAL:		86.48	*
	29405	11/19/21	01	PRO CLIPS	79-790-56-00-5640		22.99	
					INVOICE TOTAL:		22.99	*
	29648	11/22/21	01	SWEEP COMPOUND, CAR WASH	79-790-56-00-5620		52.27	
					INVOICE TOTAL:		52.27	*
	29714	11/23/21	01	ROD	01-410-56-00-5620		5.77	
					INVOICE TOTAL:		5.77	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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535913	MENLAND MENARDS - YORKVILLE							
	29746	11/23/21	01	HEX NUTS, HEX BOLTS	01-410-56-00-5620		20.53	
					INVOICE TOTAL:		20.53	*
	29815	11/24/21	01	PENS, CAPS	51-510-56-00-5620		16.71	
					INVOICE TOTAL:		16.71	*
	29818	11/24/21	01	SCOOP, FILL & SEAL	24-216-56-00-5656		14.87	
					INVOICE TOTAL:		14.87	*
	29821	11/24/21	01	JACK	79-790-56-00-5630		35.99	
					INVOICE TOTAL:		35.99	*
	29822	11/24/21	01	QUICK LINK, BINDER CHAINS	01-410-56-00-5620		192.24	
					INVOICE TOTAL:		192.24	*
	29824	11/24/21	01	DRILL BIT	01-410-56-00-5630		64.99	
					INVOICE TOTAL:		64.99	*
	30236	11/29/21	01	DRILL BIT SET	52-520-56-00-5630		59.99	
					INVOICE TOTAL:		59.99	*
	30250	11/29/21	01	DUAL LOCKS, LOCK PINS, WIRE	01-410-56-00-5620		109.61	
			02	LOCKS, PAPER TOWEL, CARBONX	** COMMENT **			
					INVOICE TOTAL:		109.61	*
	30293	11/30/21	01	MEASURING WHEEL, MEASURING	52-520-56-00-5630		77.98	
			02	TAPE	** COMMENT **			
					INVOICE TOTAL:		77.98	*
	30320	11/30/21	01	PICKUP TOOL, EXTENSION CODE	24-216-56-00-5656		9.17	
					INVOICE TOTAL:		9.17	*
	30373	12/01/21	01	CLAMPS, PLUGS, OUTLET,	01-410-56-00-5620		131.55	
			02	REGULATOR, BOLTS, COUPLERS,	** COMMENT **			

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535913	MENLAND	MENARDS - YORKVILLE							
	30373		12/01/21	03	HOSE, RANGE CORD	** COMMENT **			
						INVOICE TOTAL:		131.55	*
	30403		12/01/21	01	SILT FENCE	79-790-56-00-5640		87.96	
						INVOICE TOTAL:		87.96	*
	30440		12/02/21	01	COUPLING, PVC PIPE	01-410-56-00-5620		7.35	
						INVOICE TOTAL:		7.35	*
	30445		12/02/21	01	CASTERS	52-520-56-00-5620		95.96	
						INVOICE TOTAL:		95.96	*
	30454		12/02/21	01	CABINET	01-410-56-00-5620		179.99	
						INVOICE TOTAL:		179.99	*
	30472		12/02/21	01	BATTERY	79-790-56-00-5640		49.99	
						INVOICE TOTAL:		49.99	*
	30474		12/02/21	01	BATTERY RECYCLING DEPOSIT	79-790-56-00-5640		-10.00	
						INVOICE TOTAL:		-10.00	*
	30807		12/06/21	01	CABLE, FLEX STRAP, CONNECTOR,	01-410-56-00-5620		52.46	
				02	PLUGS	** COMMENT **			
						INVOICE TOTAL:		52.46	*
	30875		12/07/21	01	CABLE TIES, DRILL BIT SET,	51-510-56-00-5620		20.75	
				02	DUCT SEALING COMPOUND,	** COMMENT **			
				03	ANCHORS	** COMMENT **			
						INVOICE TOTAL:		20.75	*
	30879		12/07/21	01	ELBOWS, BUSHING, NIPPLES,	01-410-56-00-5620		28.89	
				02	LOCKNUTS	** COMMENT **			
						INVOICE TOTAL:		28.89	*
	30883		12/07/21	01	SHELVING UNIT, LADDER	52-520-56-00-5630		428.96	
						INVOICE TOTAL:		428.96	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535913	MENLAND	MENARDS - YORKVILLE							
	30885		12/07/21	01	TORCH	51-510-56-00-5630		47.88	
						INVOICE TOTAL:		47.88	*
	30912		12/07/21	01	BATTERIES	51-510-56-00-5620		5.97	
						INVOICE TOTAL:		5.97	*
	31037		12/09/21	01	LAUNDRY SOAP	01-210-56-00-5620		19.94	
						INVOICE TOTAL:		19.94	*
	31062		12/09/21	01	HEAT SHRINK TUBE, SPLICES	01-410-56-00-5620		45.41	
						INVOICE TOTAL:		45.41	*
	31148		12/10/21	01	HOSE END, HOUSE WASH	01-410-56-00-5620		41.97	
						INVOICE TOTAL:		41.97	*
	31150		12/10/21	01	TAPE MEASURE, ROPE	52-520-56-00-5630		11.26	
						INVOICE TOTAL:		11.26	*
						CHECK TOTAL:		2,203.27	
535914	MIDWSALT	MIDWEST SALT							
	P458954		08/31/21	01	BULK ROCK SALT	51-510-56-00-5638		2,485.91	
						INVOICE TOTAL:		2,485.91	*
	P459280		09/29/21	01	BULK ROCK SALT	51-510-56-00-5638		2,613.24	
						INVOICE TOTAL:		2,613.24	*
	P460558		12/10/21	01	BULK ROCK SALT	51-510-56-00-5638		3,090.78	
						INVOICE TOTAL:		3,090.78	*
	P460622		12/15/21	01	BULK ROCK SALT	51-510-56-00-5638		2,824.92	
						INVOICE TOTAL:		2,824.92	*
	P460623		12/15/21	01	BULK ROCK SALT	51-510-56-00-5638		2,600.64	
						INVOICE TOTAL:		2,600.64	*
						CHECK TOTAL:		13,615.49	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535915	MMDSALES	MUNICIPAL MARKING DISTRIBUTORS							
	S32830		10/05/21	01	MARKING FLAGS & PAINT	51-510-56-00-5665		649.99	
				02	MARKING FLAGS & PAINT	52-520-56-00-5665		649.98	
				03	MARKING FLAGS & PAINT	01-410-56-00-5665		649.99	
						INVOICE TOTAL:		1,949.96	*
						CHECK TOTAL:		1,949.96	
535916	NEMRT	NORTH EAST MULTI-REGIONAL							
	295704		12/10/21	01	40 HOUR JUVENILE SPECIALIST	01-210-54-00-5412		75.00	
				02	SKILLS WEB BASED	** COMMENT **			
				03	PROGRAM-WARREN	** COMMENT **			
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
535917	NEOPOST	QUADIENT FINANCE USA, INC							
	121321		12/13/21	01	POSTAGE METER REFILL	01-000-14-00-1410		500.00	
						INVOICE TOTAL:		500.00	*
						CHECK TOTAL:		500.00	
535918	NICOR	NICOR GAS							
	00-41-22-8748 4-1121		12/01/21	01	11/01-12/01 1107 PRAIRIE LN	01-110-54-00-5480		56.74	
						INVOICE TOTAL:		56.74	*
	12-43-53-5625 3-1121		12/02/21	01	11/02-12/02 609 BN BRIDGE	01-110-54-00-5480		124.93	
						INVOICE TOTAL:		124.93	*
	15-41-50-1000 6-1121		12/02/21	01	11/01-12/01 804 GAME FARM RD	01-110-54-00-5480		541.25	
						INVOICE TOTAL:		541.25	*
	15-64-61-3532 5-1121		12/01/21	01	11/01-12/01 1991 CANNONBALL TR	01-110-54-00-5480		48.02	
						INVOICE TOTAL:		48.02	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535918	NICOR NICOR GAS							
	20-52-56-2042 1-1121	11/30/21	01	10/28-11/30 420 FAIRHAVEN	01-110-54-00-5480		133.76	
						INVOICE TOTAL:	133.76	*
	23-45-91-4862 5-1121	12/02/21	01	11/02-12/02 101 BRUELL ST	01-110-54-00-5480		143.39	
						INVOICE TOTAL:	143.39	*
	31-61-67-2493 1-1121	12/09/21	01	11/09-12/09 276 WINDHAM CR	01-110-54-00-5480		47.99	
						INVOICE TOTAL:	47.99	*
	37-35-53-1941 1-1121	12/07/21	01	11/05-12/07 185 WOLF ST	01-110-54-00-5480		402.92	
						INVOICE TOTAL:	402.92	*
	40-52-64-8356 1-1121	12/03/21	01	11/03-12/03 102 E VAN EMMON	01-110-54-00-5480		460.58	
						INVOICE TOTAL:	460.58	*
	45-12-25-4081 3-1121	12/10/21	01	11/09-12/09 201 W HYDRAULIC	01-110-54-00-5480		308.97	
						INVOICE TOTAL:	308.97	*
	46-69-47-6727 1-1121	12/07/21	01	11/05-12/07 1975 N BRIDGE	01-110-54-00-5480		141.45	
						INVOICE TOTAL:	141.45	*
	61-60-41-1000 9-1121	12/03/21	01	11/02-12/02 610 TOWER LN	01-110-54-00-5480		974.36	
						INVOICE TOTAL:	974.36	*
	66-70-44-6942 9-1121	12/07/21	01	11/05-12/07 1908 RAINTREE RD	01-110-54-00-5480		163.46	
						INVOICE TOTAL:	163.46	*
	80-56-05-1157 0-1121	12/07/21	01	11/05-12/07 2512 ROSEMONT	01-110-54-00-5480		69.38	
						INVOICE TOTAL:	69.38	*
	83-80-00-1000 7-1121	12/03/21	01	11/02-12/02 610 TOWER UNIT B	01-110-54-00-5480		375.75	
						INVOICE TOTAL:	375.75	*
	91-85-68-4012 8-1121	12/02/21	01	11/01-12/01 902 GAME FARM RD	82-820-54-00-5480		2,630.21	
						INVOICE TOTAL:	2,630.21	*

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535918	NICOR	NICOR GAS							
	95-16-10-1000 4-1121		12/03/21	01	11/02-12/02 1 RT47	01-110-54-00-5480		42.96	
						INVOICE TOTAL:		42.96	*
						CHECK TOTAL:		6,666.12	
D002326	ORRK	KATHLEEN FIELD ORR & ASSOC.							
	16731		12/05/21	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		4,114.00	
				02	DOWNTOWN TIF II MATTERS	89-890-54-00-5462		88.00	
				03	HEARTLAND MATTERS	01-640-54-00-5456		154.00	
				04	MEETINGS	01-640-54-00-5456		1,000.00	
				05	KENDALL WOOD ESTATES MATTERS	90-174-00-00-0011		385.00	
				06	WESTBURY MATTERS	90-174-00-00-0011		110.00	
						INVOICE TOTAL:		5,851.00	*
						DIRECT DEPOSIT TOTAL:		5,851.00	
535919	PACESYST	PACE SYSTEM INC							
	IN00040003		11/30/21	01	PACE SCHEDULER SOFTWARE	01-210-54-00-5462		2,100.00	
				02	ANNUAL MAINTENACE RENEWAL	** COMMENT **			
						INVOICE TOTAL:		2,100.00	*
						CHECK TOTAL:		2,100.00	
535920	PARADISE	PARADISE CAR WASH							
	224416		12/01/21	01	NOV 2021 CAR WASHES	01-210-54-00-5495		22.00	
						INVOICE TOTAL:		22.00	*
						CHECK TOTAL:		22.00	
535921	PLANFILL	PLANO CLEAN FILL							
	833		12/07/21	01	6 WHEEL DUMP OF CCDD MATERIAL	51-510-54-00-5462		50.00	
						INVOICE TOTAL:		50.00	*
						CHECK TOTAL:		50.00	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535922	R0002288	LENNAR							
	1064 CANARY		12/06/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00	
						INVOICE TOTAL:		5,000.00	*
	1182 HAWK HOLLOW		12/06/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00	
						INVOICE TOTAL:		600.00	*
	1184 HAWK HOLLOW		12/06/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		600.00	
						INVOICE TOTAL:		600.00	*
						CHECK TOTAL:		6,200.00	
535923	R0002491	CEDARHURST OF YORKVILLE							
	4040 CANNONBALL TR		12/14/21	01	REFUND SECURITY GUARANTEE	01-000-24-00-2415		3,713.00	
				02	FOR CEDARHURST PARKING LOT	** COMMENT **			
				03	ADDITIONS	** COMMENT **			
						INVOICE TOTAL:		3,713.00	*
						CHECK TOTAL:		3,713.00	
535924	R0002492	BOB WILLIAMS							
	121321-RFND		12/13/21	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		18.53	
				02	BILLING FOR ACCT#0102689420-01	** COMMENT **			
						INVOICE TOTAL:		18.53	*
						CHECK TOTAL:		18.53	
535925	REDWING	RED WING STORE - AURORA							
	32-1-104323		12/02/21	01	WORK BOOTS-CONARD	51-510-56-00-5600		238.49	
						INVOICE TOTAL:		238.49	*
						CHECK TOTAL:		238.49	

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	95-XXX	ESCROW DEPOSIT

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535926	REINDERS	REINDERS, INC.							
	4066838-00		10/12/21	01	LELY TOW SPREADER	25-225-60-00-6070		7,257.14	
						INVOICE TOTAL:		7,257.14	*
						CHECK TOTAL:		7,257.14	
535927	RIVRVIEW	RIVERVIEW FORD, INC.							
	16695		09/10/21	01	BRAKE REPAIR	01-410-54-00-5490		661.88	
						INVOICE TOTAL:		661.88	*
						CHECK TOTAL:		661.88	
535928	SCHROEDE	SCHROEDER & SCHROEDER INC.							
	7141		12/07/21	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6041		123,311.19	
				02	NO.1 2021 SIDEWALK PROGRAM	** COMMENT **			
						INVOICE TOTAL:		123,311.19	*
						CHECK TOTAL:		123,311.19	
535929	SCOTTLAB	SCOTT LABORATORY SOLUTIONS							
	21161-1		12/02/21	01	FORENSIC CABINET-DOWN PAYMENT	24-216-60-00-6030		8,400.00	
						INVOICE TOTAL:		8,400.00	*
						CHECK TOTAL:		8,400.00	
535930	SUBURLAB	SUBURBAN LABORATORIES INC.							
	197203		11/30/21	01	ROUTINE COLIFORM	51-510-54-00-5429		584.00	
						INVOICE TOTAL:		584.00	*
						CHECK TOTAL:		584.00	
535931	TAUSSIG	DAVID TAUSSIG & ASSOCIATES INC							

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
535931	TAUSSIG	DAVID TAUSSIG & ASSOCIATES INC						
	2108082		08/31/21	01	SSA 2004-107 PROFESSIONAL	23-000-24-00-2470		6,300.00
				02	SERVICES THROUGH 08/31/21	** COMMENT **		
						INVOICE TOTAL:		6,300.00 *
						CHECK TOTAL:		6,300.00
535932	TRAFFIC	TRAFFIC CONTROL CORPORATION						
	133067		11/30/21	01	TRAFFIC SIGNAL REPAIR	01-410-54-00-5435		2,354.00
						INVOICE TOTAL:		2,354.00 *
						CHECK TOTAL:		2,354.00
535933	TRCONTPR	TRAFFIC CONTROL & PROTECTION						
	110469		12/15/21	01	STREET SIGNS	23-230-56-00-5619		129.25
						INVOICE TOTAL:		129.25 *
						CHECK TOTAL:		129.25
535934	TRICO	TRICO MECHANICAL , INC						
	5689		12/31/20	01	IT ROOM COLLING REPAIR	24-216-54-00-5446		515.00
						INVOICE TOTAL:		515.00 *
						CHECK TOTAL:		515.00
535935	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	47227		11/29/21	01	CHLORINE	51-510-56-00-5638		396.00
						INVOICE TOTAL:		396.00 *
						CHECK TOTAL:		396.00
535936	WERDERW	WALLY WERDERICH						

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535936	WERDERW WALLY WERDERICH							
	120821-APR 2021	12/08/21	01	APR 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	120821-AUG 2021	12/08/21	01	AUG 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	120821-JUL 2021	12/08/21	01	JUL 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	120821-JUN 2021	12/08/21	01	JUN 2021 ADMIN HEARINGS	01-210-54-00-5467		450.00	
					INVOICE TOTAL:		450.00	*
	120821-MAY 2021	12/08/21	01	MAY 2021 ADMIN HEARINGS	01-210-54-00-5467		150.00	
					INVOICE TOTAL:		150.00	*
	120821-NOV 2021	12/08/21	01	NOV 2021 ADMIN HEARINGS	01-210-54-00-5467		450.00	
					INVOICE TOTAL:		450.00	*
	120821-OCT 2021	12/08/21	01	OCT 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
	120821-SEPT 2021	12/08/21	01	SEPT 2021 ADMIN HEARINGS	01-210-54-00-5467		300.00	
					INVOICE TOTAL:		300.00	*
					CHECK TOTAL:		2,550.00	
D002327	YBSD YORKVILLE BRISTOL							
	2021.011	12/15/21	01	DEC 2021 LANDFILL EXPENSE	51-510-54-00-5445		16,542.17	
					INVOICE TOTAL:		16,542.17	*
	21-NOV	12/07/21	01	NOV 2021 SANITARY FEES	95-000-24-00-2450		292,545.21	
					INVOICE TOTAL:		292,545.21	*
					DIRECT DEPOSIT TOTAL:		309,087.38	

01-110	**ADMINISTRATION**	**01-112**	**SUNFLOWER ESTATES**	**25-225**	**PARK & REC CAPITAL**	**82-820**	**LIBRARY OPERATIONS**
01-120	**FINANCE**	**15-155**	**MOTOR FUEL TAX**	**42-420**	**DEBT SERVICE**	**84-840**	**LIBRARAY CAPITAL**
01-210	**POLICE**	**23-216**	**MUNICIPAL BUILDING**	**51-510**	**WATER OPERATIONS**	**87-870**	**COUNTRYSIDE TIF**
01-220	**COMMUNITY DEVELOPMENT**	**23-230**	**CITY-WIDE CAPITAL**	**52-520**	**SEWER OPERATIONS**	**88-880**	**DOWNTOWN TIF**
01-410	**STREETS OPERATION**	**24-216**	**BUILDING & GROUNDS**	**72-720**	**LAND CASH**	**89-890**	**DOWNTOWN TIF II**
01-640	**ADMINISTRATIVE SERVICES**	**25-205**	**POLICE CAPITAL**	**79-790**	**PARKS DEPARTMENT**	**90-XXX**	**DEVELOPER ESCROW**
01-111	**FOX HILL SSA**	**25-215**	**PUBLIC WORKS CAPITAL**	**79-795**	**RECREATION DEPARTMENT**	**95-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 12/21/2021

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535937	YORKACE	YORKVILLE ACE & RADIO SHACK							
	174550		12/01/21	01	OIL, CHAIN LOOP	01-410-56-00-5630		103.95	
						INVOICE TOTAL:		103.95	*
	174601		12/08/21	01	CABLE, SPRING SNAPS, WIRE ROPE	01-410-56-00-5620		119.93	
						INVOICE TOTAL:		119.93	*
						CHECK TOTAL:		223.88	
535938	YOUNGM	MARLYS J. YOUNG							
	112321		12/11/21	01	11/23/21 JOINT REVIEW BOARD	87-870-54-00-5462		13.17	
				02	MEETING MINUTES	** COMMENT **			
				03	11/23/21 JOINT REVIEW BOARD	88-880-54-00-5462		13.17	
				04	MEETING MINUTES	** COMMENT **			
				05	11/23/21 JOINT REVIEW BOARD	89-890-54-00-5462		13.16	
				06	MEETING MINUTES	** COMMENT **			
						INVOICE TOTAL:		39.50	*
						CHECK TOTAL:		39.50	

TOTAL CHECKS PAID: 292,640.92

TOTAL DIRECT DEPOSITS PAID: 314,938.38

TOTAL AMOUNT PAID: 607,579.30

01-110	ADMINISTRATION	01-112	SUNFLOWER ESTATES	25-225	PARK & REC CAPITAL	82-820	LIBRARY OPERATIONS
01-120	FINANCE	15-155	MOTOR FUEL TAX	42-420	DEBT SERVICE	84-840	LIBRARAY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	95-XXX	ESCROW DEPOSIT

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	121521-S.REMUS	11/30/21	01	FACEBOOK-RUDOLPH RUN ADS		79-795-56-00-5606	12.19
						INVOICE TOTAL:	12.19 *
	122521-A.SIMMONS	11/30/21	01	ADS-NOV 2021-JAN 2022 ALARM		24-216-54-00-5446	174.00
			02	MONITORING AT 651 PRAIRIE		** COMMENT **	
			03	POINT DR		** COMMENT **	
			04	ADS-NOV 2021-APR 2022 ALARM		24-216-54-00-5446	456.18
			05	MONITORING AT 102 E VAN EMMON		** COMMENT **	
			06	ADS-NOV 2021-OCT 2022 ALARM		82-820-54-00-5462	371.28
			07	MONITORING AT 902 GAME FARM RD		** COMMENT **	
			08	TC&P#106109-LUBRICANT		23-230-56-00-5642	36.60
			09	TC&P#106792-SPEED LIMIT SIGNS		23-230-56-00-5619	174.75
			10	TC&P#106986-MISC SIGNS		23-230-56-00-5619	342.35
			11	TC&P#106985-POSTS, ANCHORS		23-230-56-00-5642	1,961.25
			12	TC&P#107056-SPEED LIMIT SIGN		23-230-56-00-5619	58.80
			13	TC&P#107096-STREET SIGNS		23-230-56-00-5642	237.00
			14	TC&P#107230-PAINT		23-230-56-00-5642	506.25
			15	TC&P#107292-PAINT		23-230-56-00-5642	1,012.50
			16	TC&P#107338-HANDICAP SYMBOL		23-230-56-00-5619	125.00
			17	TC&P#107383-STREET SIGNS		23-230-56-00-5619	191.45
			18	TC&P#107424-CHUCK, NUTS,		23-230-56-00-5642	354.25
			19	ADAPTERS		** COMMENT **	
			20	TC&P#107654-PED WALK SYMBOL		01-410-54-00-5435	139.60
			21	PUSH BUTTON		** COMMENT **	
			22	COMCAST 10/20-11/19 INTERNET		24-216-54-00-5446	406.48
			23	AT 651 PRAIRIE POINT DR		** COMMENT **	
			24	COMCAST 11/20-12/19 INTERNET		24-216-54-00-5446	166.58
			25	AT 651 PRAIRIE POINT DR		** COMMENT **	
			26	VERIZON-NOV 2021 IN CAR UNITS		01-210-54-00-5440	936.26
			27	VERIZON-NOV 2021 MOBILE PHONES		01-220-54-00-5440	201.60
			28	VERIZON-NOV 2021 MOBILE PHONES		01-110-54-00-5440	126.96
			29	VERIZON-NOV 2021 MOBILE PHONES		01-210-54-00-5440	840.09
			30	VERIZON-NOV 2021 HOT SPOT		79-790-54-00-5440	36.01
			31	VERIZON-NOV 2021 HOT SPOT		82-820-54-00-5440	36.01
			32	VERIZON-NOV 2021 HOT SPOT		52-520-54-00-5440	36.01
			33	VERIZON-NOV 2021 MOBILE PHONES		79-795-56-00-5620	156.66
			34	VERIZON-NOV 2021 MOBILE PHONES		51-510-54-00-5440	235.91
						INVOICE TOTAL:	9,319.83 *
	122521-B.OLSON	11/30/21	01	ZOOM-10/23-11/22 USER FEE		01-110-54-00-5462	209.96
						INVOICE TOTAL:	209.96 *
	122521-B.PFIZENMAIER	11/30/21	01	O'HERRON-UNIFORM SHIRTS-WARREN		01-210-56-00-5600	52.99
			02	O'HERRON-UNIFORM BELT, CUFF		01-210-56-00-5600	211.94
			03	CASE, MAG HOLDER-NELSON		** COMMENT **	

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-B.PFIZENMAIER	11/30/21	04	O'HERRON-SERVICE		01-210-56-00-5600	671.73
			05	UNIFORM-WARREN		** COMMENT **	
			06	O'HERRON-UNIFORM SHIRT-MIKOLAS		01-210-56-00-5600	60.00
			07	O'HERRON-PROMOTION PATCHES-		01-210-56-00-5600	31.47
			08	HAYES		** COMMENT **	
			09	O'HERRON-BULK ORDER OF BUTTONS		01-210-56-00-5600	381.64
			10	PATCHES, NAMEPLATES		** COMMENT **	
			11	NAPA#298616-BLISTER PACKS		01-210-56-00-5620	4.59
			12	NAPA#298590-BLISTER PACK		01-210-56-00-5620	14.78
			13	GALLS#019392342-HALLIGAN BAR		01-210-56-00-5620	272.44
			14	GALLS#019503131-BATTERING RAM		01-210-56-00-5620	357.00
			15	AMAZON-HEADLIGHT BULB		01-210-56-00-5620	64.44
			16	JEWEL-WATER, CAKE		01-210-56-00-5650	86.82
			17	FBI-LEEDA-MEMBERSHIP RENEWAL		01-210-54-00-5460	50.00
			18	ILETSB-POLICE EXECUTIVE ROLE		01-210-54-00-5412	350.00
			19	IN 21ST CENTURY		** COMMENT **	
			20	TRAINING-PFIZENMAIER		** COMMENT **	
			21	GALLS#019356143-UNIFORM		01-210-56-00-5600	68.03
			22	PANTS-PFIZENMAIER		** COMMENT **	
			23	GALLS#019409327-UNIFORM		01-210-56-00-5600	224.60
			24	SHIRTS-PFIZENMAIER		** COMMENT **	
			25	GALLS#019435040-UNIFORM TAC		01-210-56-00-5600	99.74
			26	LITE PANTS		** COMMENT **	
			27	GALLS#019434629-WORK BOOTS-		01-210-56-00-5600	152.00
			28	PFIZENMAIER		** COMMENT **	
			29	GALLS#019501407-WOMENS		01-210-56-00-5600	90.66
			30	UNIFORM PANTS, POLO		** COMMENT **	
			31	GALLS#019501407-MENS POLOS		01-210-56-00-5600	185.00
			32	ROGUE-FITNESS EQUIPMENT		01-000-24-00-2420	2,237.35
			33	GJOVIKS#409680-OIL CHANGE		01-210-54-00-5495	21.20
			34	GJOVIKS#409724-OIL CHANGE		01-210-54-00-5495	20.89
			35	GJOVIKS#409725-OIL CHANGE		01-210-54-00-5495	20.89
			36	GJOVIKS#409972-REPLACED TIRE		01-210-54-00-5495	540.60
			37	SENSOR AND SOLENOID		** COMMENT **	
			38	GJOVIKS#410082-TIE ROD AND		01-210-54-00-5495	777.99
			39	WHEEL BEARING REPAIR		** COMMENT **	
			40	GJOVIKS#410435-OIL CHANGE		01-210-54-00-5495	20.89
			41	GJOVIKS#410713-OIL CHANGE,		01-210-54-00-5495	385.02
			42	REPLACE BRAKE ADS AND ROTORS		** COMMENT **	
			43	GJOVIKS#410731-INSTALL TIRE		01-210-54-00-5495	92.54
			44	GJOVIKS#410750-OIL CHANGE		01-210-54-00-5495	20.89
						INVOICE TOTAL:	7,568.13 *
	122521-D.BROWN	11/30/21	01	AMAZON-PRINTER INK		51-510-56-00-5620	71.00
			02	AWWA-WATER UTILITY OPERATOR		51-510-54-00-5412	272.00

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-D.BROWN	11/30/21	03	MAINTENANCE AND SMALL SYSTEMS		** COMMENT **	
			04	VIRTUAL TRAINING-BROWN		** COMMENT **	
						INVOICE TOTAL:	343.00 *
	122521-D.DEBORD	11/30/21	01	AMAZON-RETURNED BOOK CREDIT		82-000-24-00-2480	-11.99
			02	AMAZON-WIRELESS MICE.		82-820-56-00-5635	227.73
			03	CHROMEBOOK CASES		** COMMENT **	
			04	YORK ACE-BATTERIES		82-820-56-00-5620	23.96
			05	AMAZON PRIME-MONTHLY FEE		82-820-54-00-5460	12.99
						INVOICE TOTAL:	252.69 *
	122521-D.SMITH	11/30/21	01	HOME DEPO-BLADE TAPE		79-790-56-00-5630	14.97
						INVOICE TOTAL:	14.97 *
	122521-E.DHUSE	11/30/21	01	NAPA#298573-ID BAR		01-410-56-00-5628	22.08
			02	NAPA#298893-FILTER, ANTIFREEZE		01-410-56-00-5628	17.73
			03	NAPA#298846-SOLENOID		01-410-56-00-5628	27.80
			04	NAPA#298966-SPARK PLUGS		01-410-56-00-5628	11.32
			05	NAPA#300170-HYDFLUID		01-410-56-00-5628	167.88
			06	NAPA#298878-FILTERS		01-410-56-00-5628	52.82
			07	NAPA#298991-LAMPS		01-410-56-00-5628	11.70
			08	AMAZON-TONER CARTRIDGE		52-520-56-00-5610	109.71
			09	NAPA#299963-FILTERS		01-410-56-00-5628	6.06
			10	NAPA#300466-CONNECTORS, LAMPS		01-410-56-00-5628	137.74
			11	NSI-FACE SHIELDS, SAFETY WORK		01-410-56-00-5600	312.27
			12	GLOVES, SAFETY GLASSES		** COMMENT **	
			13	NSI-FACE SHIELDS, SAFETY WORK		51-510-56-00-5600	312.27
			14	GLOVES, SAFETY GLASSES		** COMMENT **	
			15	NSI-FACE SHIELDS, SAFETY WORK		52-520-56-00-5600	312.26
			16	GLOVES, SAFETY GLASSES		** COMMENT **	
			17	AMAZON-WIRELESS EARBUDS		01-410-54-00-5440	556.16
			18	AMAZON-WIRELESS EARBUDS		51-510-54-00-5440	556.16
			19	AMAZON-WIRELESS EARBUDS		52-520-54-00-5440	556.15
			20	WELDERS SUPPLY		01-410-56-00-5620	2,461.28
			21	COMPANY-HYPERTHERM POWERMAX 45		** COMMENT **	
			22	HAND SYSTEM WITH COVER		** COMMENT **	
						INVOICE TOTAL:	5,631.39 *
	122521-E.SCHREIBER	11/30/21	01	AMAZON-PAPER PLATES, CRAFT		79-795-56-00-5606	34.24
			02	STICKS		** COMMENT **	
			03	WALMART-NAPKINS		79-795-56-00-5606	5.94
			04	DOLLAR TREE-PRESCHOOL SUPPLIES		79-795-56-00-5606	33.00
			05	AMAZON-DVD, CONSTRUCTION		79-795-56-00-5606	591.09
			06	PAPER, PILLOWS, SNACK BAGS,		** COMMENT **	
			07	COOKIES, PACKING PEANUTS,		** COMMENT **	

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-E.SCHREIBER	11/30/21	08	PLATES, NATURE TUBE, PLASTIC		** COMMENT **	
			09	ANIMALS, ORNAMENT BALLS,		** COMMENT **	
			10	CHRISTMAS RIBBON, CHRISTMAS		** COMMENT **	
			11	FRUIT SNACKBAGS, CHRISTMAS		** COMMENT **	
			12	CAROL BOOKS, THE LITTLEST		** COMMENT **	
			13	REINDEER BOOKS		** COMMENT **	
						INVOICE TOTAL:	664.27 *
	122521-E.WILLRETT	11/30/21	01	NEWEGG-PARK & REC BATTERY		01-640-54-00-5450	297.63
			02	BACK-UP		** COMMENT **	
			03	PHYSICIANS CARE-DRUG SCREENING		79-795-54-00-5462	135.00
			04	PHYSICIANS CARE-DRUG SCREENING		01-110-54-00-5462	45.00
			05	PHYSICIANS CARE-DRUG SCREENING		01-210-54-00-5462	45.00
			06	PHYSICIANS CARE-DRUG SCREENING		51-510-54-00-5462	58.00
			07	ELEMENT FOUR-NOV 2021 OFFSITE		01-640-54-00-5450	772.11
			08	BACK-UP SERVICES		** COMMENT **	
			09	ILCMA-NOV. 2021 PROFESSIONAL		01-110-54-00-5412	35.00
			10	DEVELOPMENT EVENT VIA ZOOM		** COMMENT **	
						INVOICE TOTAL:	1,387.74 *
	122521-J.BAUER	11/30/21	01	FARM&FLEET-CARGO PANTS, SOCKS		51-510-56-00-5600	102.96
						INVOICE TOTAL:	102.96 *
	122521-J.BEHLAND	11/30/21	01	AMAZON-FILE FOLDERS		01-110-56-00-5610	39.48
						INVOICE TOTAL:	39.48 *
	122521-J.DYON	11/30/21	01	AMAZON-INK CARTRIDGE, FLASH		01-120-56-00-5610	85.12
			02	DRIVE, PENS, CALENDAR REFILL		** COMMENT **	
			03	WALL CALENDAR		** COMMENT **	
						INVOICE TOTAL:	85.12 *
	122521-J.ENGBERG	11/30/21	01	ADOBE-CREATIVE CLOUD MONTHLY		01-220-54-00-5462	52.99
			02	FEE		** COMMENT **	
						INVOICE TOTAL:	52.99 *
	122521-J.GALAUNER	11/30/21	01	BSN SPORTS-SOCCER JERSEYS		79-795-56-00-5606	294.00
						INVOICE TOTAL:	294.00 *
	122521-J.JENSEN	11/30/21	01	IFPCA-ILLINOIS FIRE & POLICE		01-210-54-00-5411	670.00
			02	COMMISSIONERS ASSOCIATION FALL		** COMMENT **	
			03	2021 SEMINAR		** COMMENT **	
			04	REGISTRATION-JENSEN		** COMMENT **	
			05	IACP-MEMBERSHIP RENEWAL		01-210-54-00-5460	265.00
						INVOICE TOTAL:	935.00 *
	122521-J.SLEEZER	11/30/21	01	AUTOZONE-EXHAUST ELBOW,		01-410-56-00-5628	18.76

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-J.SLEEZER	11/30/21	02	EXHAUST ADAPTER, EXHAUST CLAMP		** COMMENT **	
						INVOICE TOTAL:	18.76 *
	122521-J.WEISS	11/30/21	01	TARGET-POLAR EXPRESS READ IN		82-000-24-00-2480	54.46
			02	SUPPLIES		** COMMENT **	
			03	DOLLAR TREE-POLAR EXPRESS READ		82-000-24-00-2480	61.00
			04	IN SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	115.46 *
	122521-K.BALOG	11/30/21	01	COMCAST-09/15-11/14 KENCOM		01-640-54-00-5449	3,494.30
			02	INTERNET		** COMMENT **	
			03	ACCURINT-OCT 2021 SEARCHES		01-210-54-00-5462	150.00
			04	ACCURINT-SEPT 2021 SEARCHES		01-210-54-00-5462	150.00
			05	AMAZON-TISSUE, POST IT NOTES		01-210-56-00-5610	40.04
						INVOICE TOTAL:	3,834.34 *
	122521-K.BARKSDALE	11/30/21	01	WAREHOUSE-PAPER CLIPS, LEGAL		01-220-56-00-5610	9.92
			02	PADS,		** COMMENT **	
						INVOICE TOTAL:	9.92 *
	122521-K.GREGORY	11/30/21	01	GREEN LAKE		01-110-54-00-5462	206.00
			02	CONSERVATORY-MEMORIAL DONATION		** COMMENT **	
			03	FOR STAFF RELATIVE-RATOS		** COMMENT **	
			04	TRUGREEN-GROUNDS CARE		51-510-54-00-5452	121.00
			05	ARAMARK#610000206472-MATS		01-410-54-00-5485	39.15
			06	ARAMARK#610000203347-MATS		51-510-54-00-5485	39.15
			07	ARAMARK#610000200518-MATS		52-520-54-00-5485	39.15
			08	ARNESON#191331-OCT 2021 DIESEL		01-410-56-00-5695	320.91
			09	ARNESON#191331-OCT 2021 DIESEL		51-510-56-00-5695	320.92
			10	ARNESON#191331-OCT 2021 DIESEL		52-520-56-00-5695	320.92
			11	ARNESON#191332-OCT 2021 GAS		01-410-56-00-5695	375.47
			12	ARNESON#191332-OCT 2021 GAS		51-510-56-00-5695	375.46
			13	ARNESON#191332-OCT 2021 GAS		52-520-56-00-5695	375.46
			14	ARNESON#187352-OCT 2021 DIESEL		51-510-56-00-5695	770.19
			15	ARNESON#187353-OCT 2021 GAS		01-410-56-00-5695	829.58
			16	ARNESON#539707-KEROSENE		52-520-56-00-5695	220.62
			17	ARNESON#192183-OCT 2021 GAS		01-410-56-00-5695	192.18
			18	ARNESON#192183-OCT 2021 GAS		51-510-56-00-5695	192.18
			19	ARNESON#192183-OCT 2021 GAS		52-520-56-00-5695	192.18
			20	ARNESON#191124-OCT 2021 GAS		01-410-56-00-5695	193.24
			21	ARNESON#191124-OCT 2021 GAS		51-510-56-00-5695	193.25
			22	ARNESON#191124-OCT 2021 GAS		52-520-56-00-5695	193.25
			23	CNA SURETY-NOTARY		01-110-54-00-5462	30.00
			24	RENEWAL-GINA NELSON		** COMMENT **	
			25	POLLAR WATER-CHEMICALS		52-520-56-00-5613	379.95

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-K.GREGORY	11/30/21	26	BSI ONLINE-ANNUAL SUBSCRIPTION		51-510-54-00-5460	495.00
			27	RENEWAL		** COMMENT **	
			28	WATER PRODUCTS#0306183-CURB		51-510-56-00-5640	193.89
			29	BOX REPAIR EXTENSIONS		** COMMENT **	
			30	WATER PRODUCTS#0306363-CURB		51-510-56-00-5640	134.30
			31	BOX REPAIR EXTENSION		** COMMENT **	
			32	MINER ELECT#331243-DEC 2021		01-410-54-00-5462	366.85
			33	MANAGED SERVICES RADIO		** COMMENT **	
			34	MINER ELECT#331243-DEC 2021		51-510-54-00-5462	430.65
			35	MANAGED SERVICES RADIO		** COMMENT **	
			36	MINER ELECT#331243-DEC 2021		52-520-54-00-5462	287.10
			37	MANAGED SERVICES RADIO		** COMMENT **	
			38	MINER ELECT#331243-DEC 2021		79-790-54-00-5462	510.40
			39	MANAGED SERVICES RADIO		** COMMENT **	
			40	TRU GREEN-GROUNDS CARE		52-520-54-00-5444	242.65
			41	TRU GREEN-GROUNDS CARE		51-510-54-00-5445	585.30
			42	TRU GREEN-GROUNDS CARE		24-216-54-00-5446	801.65
			43	AMAZON-SIGNATURE STAMPER INK		01-120-56-00-5610	12.25
			44	AMAZON-SIGNATURE STAMPER INK		01-110-56-00-5610	14.74
			45	WELDSTAR-CYLINDER RETAL		01-410-54-00-5485	45.00
			46	WAREHOUSE-STENO PADS, BINDER		01-110-56-00-5610	105.49
			47	CLIPS, CLAMPS, PADS, RUBBER		** COMMENT **	
			48	BANDS, LENS CLEANING		** COMMENT **	
			49	TOWELETTES, PENS, ADDING		** COMMENT **	
			50	MACHINE		** COMMENT **	
			51	WALGREENS-SYMPATHY CARD		01-110-56-00-5610	5.40
			52	YORKVILLE FLOWER-FUNERAL		01-110-56-00-5610	113.78
			53	ARANGEMENT-KARPUS		** COMMENT **	
			54	WALDENS-PANIC BAR @ 3299		24-216-54-00-5446	630.00
			55	LEHMAN PLANT		** COMMENT **	
			56	AMAZON-HAND SANITIZER		01-110-54-00-5462	127.98
			57	RIVERVIEW FORD-BRAKE REPAIR		01-410-54-00-5490	661.88
			58	WAREHOUSE-NOTE PADS		01-110-54-00-5462	20.82
						INVOICE TOTAL:	11,705.34 *
	122521-M.CARYLE	11/30/21	01	SHOOTSTEEL.COM-SPEED RACK,		01-210-56-00-5620	473.19
			02	STEEL TARGET, POST STATIC		** COMMENT **	
			03	HANGERS		** COMMENT **	
			04	ASP-INSTRUCTOR CERTIFICATION		01-210-54-00-5412	100.00
			05	SECURITY DEPOSIT		** COMMENT **	
			06	DUYS-WORK BOOTS-CARYLE		01-210-56-00-5600	146.20
						INVOICE TOTAL:	719.39 *
	122521-M.SENG	11/30/21	01	FLATSOS-2 TIRES		01-410-54-00-5490	790.00
			02	JX TRUCK CENTER-TRUCK REPAIR		01-410-54-00-5490	1,027.89
						INVOICE TOTAL:	1,817.89 *

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-P.MCMAHON	11/30/21	01	NEST AWARE-10/28-12/28 SERVICE		01-210-54-00-5460	12.00
			02	POCKETMOON-RIFLE CASES		01-210-56-00-5620	998.00
			03	AMAZON-LIQUID STORAGE CABINET		01-210-56-00-5620	1,494.57
			04	ELECTRC GENERATOR		01-210-56-00-5620	899.00
			05	DIRECT-PORTABLE INVERTER		** COMMENT **	
			06	GENERATOR		** COMMENT **	
			07	BROWNELLS-HANDGUN CLEANING		01-210-56-00-5620	1,481.99
			08	SYSTEM		** COMMENT **	
			09	BRUCE WALSTAD-CRIMES AGAINST		01-210-54-00-5412	150.00
			10	ELDERLY LAW ENFORCEMENT		** COMMENT **	
			11	TRAINING-JOHNSON		** COMMENT **	
			12	BRUCE WALSTAD-GYPSY AND		01-210-54-00-5412	150.00
			13	TRAVELER CRIME INVESTIGATION		** COMMENT **	
			14	TRAINING-JOHNSON		** COMMENT **	
			15	BRUCE WALSTAD-PATROL		01-210-54-00-5412	150.00
			16	OFFICER'S RESPONSE TO MISSING,		** COMMENT **	
			17	RUNAWAY AND ABDUCTED CHILDREN		** COMMENT **	
			18	TRAINING-JOHNSON		** COMMENT **	
			19	AMAZON-FLASH DRIVES, BLUT RAY		01-210-56-00-5610	264.52
			20	WRITER		** COMMENT **	
						INVOICE TOTAL:	5,600.08 *
	122521-P.RATOS	11/30/21	01	AMAZON-PROPANE DETECTOR, FIRST		01-220-56-00-5620	105.72
			02	AID SURVIAL GEAR & EQUIPMENT		** COMMENT **	
			03	AMAZON-TACTILE TRAUMA FIRST		01-220-56-00-5620	32.49
			04	AID KIT		** COMMENT **	
			05	AMAZON-FIRST AID CABINET		01-220-56-00-5620	197.24
			06	AMAZON-COPY PAPER		01-220-56-00-5620	79.98
			07	AMAZON-PANTS-RATOS		01-220-56-00-5620	167.64
			08	THREAD LOGIC-SHIRTS-RATOS		01-220-56-00-5620	186.74
			09	ICC-MEMBERSHIP RENEWAL		01-220-54-00-5460	145.00
			10	AMAZON-RUNNING BOARDS		01-220-56-00-5620	359.98
			11	DUYS-WORK BOOTS-HASTINGS		01-220-56-00-5620	161.50
			12	DUYS-WORK BOOTS-CREADEUR		01-220-56-00-5620	178.50
			13	DUYS-WORK BOOTS-RATOS		01-220-56-00-5620	229.50
			14	AMAZON-CREDIT FOR TAX CHARGED		01-220-56-00-5620	-39.74
						INVOICE TOTAL:	1,804.55 *
	122521-P.SCODRO	11/30/21	01	ILAWWA-WATER UTILITY OPERATOR		51-510-54-00-5412	272.00
			02	MAINTENANCE AND MANAGEMENT		** COMMENT **	
			03	FOR SMALL SYSTEMS VIRTUAL		** COMMENT **	
			04	CLASS-SCODRO		** COMMENT **	
						INVOICE TOTAL:	272.00 *
	122521-R.CONARD	11/30/21	01	KEYME-DUPLICATE KEYS		51-510-56-00-5620	5.65

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-R.CONARD	11/30/21	02	ILAWWA-WATER UTILITY OPERATOR		51-510-54-00-5412	272.00
			03	MAINTENANCE AND MANAGEMENT		** COMMENT **	
			04	SMALL SYSTEMS VIRTUAL		** COMMENT **	
			05	CLASS-CONARD		** COMMENT **	
						INVOICE TOTAL:	277.65 *
	122521-R.FREDRICKSON	11/30/21	01	YORK POST-JRB POSTAGE		87-870-54-00-5462	4.79
			02	YORK POST-JRB POSTAGE		88-880-54-00-5462	4.78
			03	YORK POST-JRB POSTAGE		89-890-54-00-5462	4.78
			04	COMCAST-10/12-11/11 CABLE AT		01-110-54-00-5440	21.00
			05	800 GAME FARM RD		** COMMENT **	
			06	COMCAST-11/13-12/12 INTERNET		51-510-54-00-5440	108.35
			07	AT 610 TOWER PLANT		** COMMENT **	
			08	COMCAST-10/15-11/14 INTERNET		79-795-54-00-5440	177.70
			09	& CABLE AT 102 E VAN EMMON		** COMMENT **	
			10	NEWTEK-11/11-12/11 WEB HOSTING		01-640-54-00-5450	16.59
			11	COMCAST-10/24-11/23 INTERNET		79-790-54-00-5440	84.77
			12	AT 201 W HYDRAULIC		** COMMENT **	
			13	COMCAST-10/24-11/23 INTERNET		79-795-54-00-5440	63.58
			14	AT 201 W HYDRAULIC		** COMMENT **	
			15	COMCAST-10/24-11/23 INTERNET		01-110-54-00-5440	61.36
			16	AT 800 GAME FARM RD		** COMMENT **	
			17	COMCAST-10/24-11/23 INTERNET		01-220-54-00-5440	52.59
			18	AT 800 GAME FARM RD		** COMMENT **	
			19	COMCAST-10/24-11/23 INTERNET		01-120-54-00-5440	35.06
			20	AT 800 GAME FARM RD		** COMMENT **	
			21	COMCAST-10/24-11/23 INTERNET		01-210-54-00-5440	227.89
			22	AT 800 GAME FARM RD		** COMMENT **	
			23	COMCAST-10/29-11/28 INTERNET,		79-790-54-00-5440	223.49
			24	CABLE AND VOICE AT 185 WOLF ST		** COMMENT **	
			25	COMCAST-10/30-11/29 INTERNET		52-520-54-00-5440	39.48
			26	AT 610 TOWER LN		** COMMENT **	
			27	COMCAST-10/30-11/29 INTERNET		01-410-54-00-5440	78.95
			28	AT 610 TOWER LN		** COMMENT **	
			29	COMCAST-10/30-11/29 INTERNET		51-510-54-00-5440	118.43
			30	AT 610 TOWER LN		** COMMENT **	
			31	COMCAST-11/01-11/30 INTERNET		52-520-54-00-5440	20.57
			32	AT 610 TOWER OFC2		** COMMENT **	
			33	COMCAST-11/01-11/30 INTERNET		01-410-54-00-5440	41.13
			34	AT 610 TOWER OFC2		** COMMENT **	
			35	COMCAST-11/01-11/30 INTERNET		51-510-54-00-5440	61.70
			36	AT 610 TOWER OFC2		** COMMENT **	
						INVOICE TOTAL:	1,446.99 *
	122521-R.HORNER	11/30/21	01	SCHOOL SPECIALTY-BASKETBALL		79-790-56-00-5640	936.63

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-R.HORNER	11/30/21	02	POLE		** COMMENT **	
						INVOICE TOTAL:	936.63 *
	122521-R.MIKOLASEK	11/30/21	01	IACP-PARTIAL REFUND FOR		01-210-54-00-5412	-175.00
			02	INTERNATIONAL CHIEF OF POLICE		** COMMENT **	
			03	CONFERENCE. CONFERENCE MOVED		** COMMENT **	
			04	TO VIRTUAL DUE TO HURRICANES		** COMMENT **	
						INVOICE TOTAL:	-175.00 *
	122521-S.AUGUSTINE	11/30/21	01	SMITHEREEN-OCT 2021 PEST		82-820-54-00-5462	82.00
			02	CONTROL		** COMMENT **	
			03	MENARDS#25205-PAPER PLATES,		82-820-54-00-5412	21.87
			04	FORKS, COMMAND STRIPS, NAPKINS		** COMMENT **	
			05	MENARDS#25205-WINDEX, STRAW		82-820-56-00-5621	17.76
			06	MENARDS#26166-CLEANING		82-820-56-00-5621	52.55
			07	SUPPLIES		** COMMENT **	
			08	QUILL-PAPER TOWEL		82-820-56-00-5621	89.67
			09	QUILL-DESK PAD		82-820-56-00-5610	6.68
			10	YORKVILLE CHAMBER-LUNCHEON		82-820-54-00-5415	20.00
			11	HP-CREDIT FOR TAX CHARGED		82-820-56-00-5635	-103.12
			12	QUILL-TONER		82-820-56-00-5610	335.45
			13	AMAZON-48 PORT GIGABIT SWITCH		84-840-56-00-5635	1,649.99
			14	QUILL-TONER, DIVIDERS		82-820-56-00-5610	104.14
			15	PANERA-GIFT CARD		82-820-56-00-5676	20.00
			16	AMAZON-SIGNS		82-820-56-00-5621	17.12
			17	AMAZON-SIGNS		82-820-56-00-5621	5.99
			18	METRONET-NOV 2021 INTERNET		82-820-54-00-5440	124.97
			19	AMPERAGE-BULBS		82-820-56-00-5621	158.70
			20	AMPERAGE-BATTERY		82-820-56-00-5621	86.40
			21	KENDAL PRINT-LOGO STAMP		82-000-24-00-2480	32.90
			22	AMAZON-PRINTER FILAMENTS,		82-000-24-00-2480	151.45
			23	PAPER, DOUBLE SIDED TAPE,		** COMMENT **	
			24	CARDSTOCK, STORAGE BAGS		** COMMENT **	
			25	AMAZON-RECEIPT PAPER		82-820-56-00-5610	64.99
			26	AMAZON-COOKIES, BAGS, LOLIPOPS		82-000-24-00-2480	34.05
						INVOICE TOTAL:	2,973.56 *
	122521-S.GAYLE	11/30/21	01	AMAZON-PROJECTOR WITH CASE		01-110-56-00-5610	189.99
			02	RIVERFRONT-COMM/DEV NEW		25-212-60-00-6070	300.00
			03	VEHICLE LICENSE FEES		** COMMENT **	
						INVOICE TOTAL:	489.99 *
	122521-S.IWANSKI	11/30/21	01	YORKVILLE POST-POSTAGE		82-820-54-00-5452	23.72
						INVOICE TOTAL:	23.72 *
	122521-S.REDMON	11/30/21	01	JACKSON HIRSCH-LAMINATING FILM		79-795-56-00-5610	190.46

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-S.REDMON	11/30/21	02	SHAW TENT-2022 HTD DEPOSIT		79-000-14-00-1400	1,000.00
			03	FUN EXPRES-RUDOLF TREAT BAGS		79-795-56-00-5606	51.90
			04	WALMART-BATTERIES		79-795-56-00-5610	14.06
			05	AMAZON-TABLET ADAPTERS		79-795-56-00-5606	128.50
			06	PLUG&PAY-OCT 2021 FEES		79-795-54-00-5462	48.15
			07	JACKSON HIRSH-LAMINATOR		79-795-56-00-5610	322.44
			08	USPS-POSTAGE FOR SANTA LETTERS		79-795-54-00-5452	94.80
			09	IPRA-ANNUAL MEMBERSHIP		79-790-54-00-5462	244.00
			10	RENEWAL-SLEEZER		** COMMENT **	
			11	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	244.00
			12	RENEWAL-REMUS		** COMMENT **	
			13	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	244.00
			14	RENEWAL-EVANS		** COMMENT **	
			15	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	244.00
			16	RENEWAL-REDMON		** COMMENT **	
			17	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	259.00
			18	RENEWAL-SCHREIBER		** COMMENT **	
			19	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	259.00
			20	RENEWAL-CALCAGNO		** COMMENT **	
			21	IPRA-ANNUAL MEMBERSHIP		79-795-54-00-5460	244.00
			22	RENEWAL-GALAUNER		** COMMENT **	
			23	AMAZON-GLOW STICKS		79-795-56-00-5606	89.80
			24	AT&T-11/24-12/23 TOWN SQUARE		79-795-54-00-5440	78.53
			25	PARK SIGN INTERNET		** COMMENT **	
			26	AMAZON-HOLIDAY INFLATABLES		79-795-56-00-5606	413.64
			27	RUNCO-TOILET PAPER, PAPER		79-795-56-00-5640	99.71
			28	TOWEL, CLOROX WIPES		** COMMENT **	
			29	AMAZON-TAX REFUND		79-795-56-00-5606	-21.98
			30	AMAZON-TAX REFUND		79-795-56-00-5606	6.56
			31	AMAZON-CRAFT SUPPLIES		79-795-56-00-5606	85.90
			32	RUNCO-CLIPS, PENS, TAPE		79-795-56-00-5610	67.82
			33	SMITHEREEN-OCT 2020 PEST		79-795-54-00-5495	70.00
			34	CONTROL		** COMMENT **	
			35	SMITHEREEN-NOV 2021 PEST		79-790-54-00-5495	92.00
			36	CONTROL		** COMMENT **	
			37	NARVICK-3000 AE		79-790-56-00-5640	351.00
			38	ARNESON#192181-OCT 2021 DIESEL		79-790-56-00-5695	144.53
			39	ARNESON#192182-OCT 2021 GAS		79-790-56-00-5695	640.60
			40	ARNESON#191336-OCT 2021 GAS		79-790-56-00-5695	695.07
			41	ARNESON#191335-OCT 2021 DIESEL		79-790-56-00-5695	140.44
			42	ARNESON#191123-OCT 2021 DIESEL		79-790-56-00-5695	192.70
			43	ARNESON#191122-OCT 2021 GAS		79-790-56-00-5695	547.71
			44	LOMBARDI-CLASS INSTRUCTION		79-795-54-00-5462	98.00
						INVOICE TOTAL:	7,380.34 *
	122521-S.SLEEZER	11/30/21	01	GROUND		79-790-56-00-5640	1,512.00

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900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21		
	122521-S.SLEEZER	11/30/21	02	EFFECTS#451463-002-PLAY MAT		** COMMENT **	
			03	GROUND EFFECT#463962-000-SOD		79-790-56-00-5640	172.92
			04	SEED		** COMMENT **	
			05	GROUND EFFECT#464065-000-SOD		79-790-56-00-5640	1,037.52
			06	SEED		** COMMENT **	
			07	STEVENS-STAFF SHIRTS-HORNER		79-790-56-00-5600	59.75
			08	STEVENS-STAFF SHIRTS-SMITH		79-790-56-00-5600	59.75
			09	STEVENS-STAFF SHIRTS-KLEEFISCH		79-790-56-00-5600	59.75
			10	STEVENS-STAFF SHIRTS-N.HERNAND		79-790-56-00-5600	74.75
			11	STEVENS-STAFF SHIRTS-A.HERNAND		79-790-56-00-5600	59.75
			12	STEVENS-STAFF SHIRTS-TREVOR		79-790-56-00-5600	59.75
			13	STEVENS-STAFF SHIRTS-BRANDON		79-790-56-00-5600	59.75
			14	STEVENS-STAFF SHIRTS-HOULE		79-790-56-00-5600	35.85
			15	STEVENS-STAFF SHIRTS-CLEAVER		79-790-56-00-5600	44.85
			16	STEVENS-STAFF SHIRTS-SLEEZER		79-790-56-00-5600	35.85
			17	GROUNG EFFECTS#464415-000-		79-790-56-00-5640	119.00
			18	MULCH		** COMMENT **	
						INVOICE TOTAL:	3,391.24 *
	122521-S.STROUP	11/30/21	01	AURORA UNIVERSITY-TUITION		01-210-54-00-5410	1,206.00
			02	REIMBURSEMENT-STROUP		** COMMENT **	
						INVOICE TOTAL:	1,206.00 *
	122521-T.HOULE	11/30/21	01	DUYS-WORK BOOTS		79-790-56-00-5600	204.00
			02	WINDING CREEK-25 BOWS		79-790-56-00-5620	87.50
						INVOICE TOTAL:	291.50 *
	122521-T.SOELKE	11/30/21	01	SAMS-SHIRTS		52-520-56-00-5600	56.20
			02	HOME DEPO-TOOL BAG, DRILL, BIT		52-520-56-00-5630	271.91
			03	SET		** COMMENT **	
			04	HOME DEPO-CONCRETE		52-520-56-00-5620	14.10
			05	AMAZON-TRACTOR HARD CAB		01-410-56-00-5628	549.34
			06	CLOSURE		** COMMENT **	
			07	AMAZON-TRACTOR HARD CAB		51-510-56-00-5628	549.33
			08	CLOSURE		** COMMENT **	
			09	AMAZON-TRACTOR HARD CAB		52-520-56-00-5628	549.33
			10	CLOSURE		** COMMENT **	
						INVOICE TOTAL:	1,990.21 *
	122521-UCOY	11/30/21	01	WASTE		01-540-54-00-5442	119,217.04
			02	MANAGEMENT#0027874-2011-2-OCT		** COMMENT **	
			03	2021 REFUSE SERVICE		** COMMENT **	
			04	WASTE		01-540-54-00-5441	3,588.23
			05	MANAGEMENT#0027874-2011-2-OCT		** COMMENT **	
			06	2021 SENIOR REFUSE SERVICE		** COMMENT **	
						INVOICE TOTAL:	122,805.27 *

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900112	FNBO FIRST NATIONAL BANK OMAHA				12/25/21			
	122521M-G.NELSON	11/30/21	01	WALGREENS-SYMPATHY CARD		01-110-56-00-5610	3.89	
			02	OUR SAVIORS.COM-DONATION ON		01-110-56-00-5610	100.00	
			03	BEHALF OF DECEASED FORMER		** COMMENT **		
			04	EMPLOYEE-FINCHAM		** COMMENT **		
						INVOICE TOTAL:	103.89 *	
						CHECK TOTAL:		195,953.44
						TOTAL AMOUNT PAID:		195,953.44

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535940	AACVB	AURORA AREA CONVENTION							
	11/21-HAMPTON		12/21/21	01	NOV 2021 HAMPTON HOTEL TAX	01-640-54-00-5481		3,216.67	
						INVOICE TOTAL:		3,216.67	*
	11/21-SUNSET		12/21/21	01	NOV 2021 SUNSET HOTEL TAX	01-640-54-00-5481		36.90	
						INVOICE TOTAL:		36.90	*
						CHECK TOTAL:		3,253.57	
535941	BFCONSTR	B&F CONSTRUCTION CODE SERVICES							
	15342		12/30/21	01	NOV 2021 INSPECTIONS	01-220-54-00-5459		16,480.00	
						INVOICE TOTAL:		16,480.00	*
						CHECK TOTAL:		16,480.00	
535942	BNSF	BNSF RAILWAY COMPANY							
	90230980		12/21/21	01	REPLACE CONSTANT WARNING,	23-230-60-00-6012		1,809.55	
				02	FLASHERS & GATES AT MILL RD	** COMMENT **			
				03	CROSSING	** COMMENT **			
						INVOICE TOTAL:		1,809.55	*
						CHECK TOTAL:		1,809.55	
D002328	BROWND	DAVID BROWN							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002329	CALCAGNC	CHRISTINA CALCAGNO							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	

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

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D002329	CALCAGNC	CHRISTINA CALCAGNO							
	010122		01/01/22	02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002330	CONARDR	RYAN CONARD							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002331	DHUSEE	DHUSE, ERIC							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-410-54-00-5440		15.00	
				02	REIMBURSEMENT	** COMMENT **			
				03	DEC 2021 MOBILE EMAIL	51-510-54-00-5440		15.00	
				04	REIMBURSEMENT	** COMMENT **			
				05	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		15.00	
				06	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535943	DIRENRGY	DIRECT ENERGY BUSINESS							
	1704707-213540047715		12/20/21	01	11/12-12/15 RT47 & KENNEDY	23-230-54-00-5482		1,107.23	
						INVOICE TOTAL:		1,107.23	*
	1704711-213550047727		12/21/21	01	11/04-12/07 KENNEDY & MILL	23-230-54-00-5482		72.17	
						INVOICE TOTAL:		72.17	*
	1704715-213560047740		12/22/21	01	11/17-12/20 998 WHITE PLAINS	23-230-54-00-5482		9.28	
						INVOICE TOTAL:		9.28	*

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

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535943	DIRENRGY	DIRECT ENERGY BUSINESS							
	1704724-213540047715		12/20/21	01	11/12-12/14 3299 LEHMAN CR	51-510-54-00-5480		7,353.78	
						INVOICE TOTAL:		7,353.78	*
						CHECK TOTAL:		8,542.46	
D002332	DLK	DLK, LLC							
	236		12/29/21	01	DEC 2021 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00	
				02	HOURS	** COMMENT **			
						INVOICE TOTAL:		9,425.00	*
	240		12/29/21	01	OCT-DEC 2021 BANKED ECONOMIC	01-640-54-00-5486		13,775.00	
				02	DEVELOPMENT HOURS	** COMMENT **			
						INVOICE TOTAL:		13,775.00	*
						DIRECT DEPOSIT TOTAL:		23,200.00	
535944	DUYS	DUYS SHOES							
	20048517-2		12/08/21	01	BOOT PASTE	52-520-56-00-5600		12.95	
						INVOICE TOTAL:		12.95	*
						CHECK TOTAL:		12.95	
535945	EEI	ENGINEERING ENTERPRISES, INC.							
	73140		12/29/21	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		240.75	
						INVOICE TOTAL:		240.75	*
	73141		12/29/21	01	GRANDE RESERVE-AVANTI	90-163-00-00-0111		87.00	
						INVOICE TOTAL:		87.00	*
	73142		12/29/21	01	PRESTWICK	01-640-54-00-5465		4,071.50	
						INVOICE TOTAL:		4,071.50	*

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

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535945	EEI / ENGINEERING ENTERPRISES, INC.							
	73143	12/29/21	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465		516.00	
					INVOICE TOTAL:		516.00	*
	73144	12/29/21	01	WELL 7 REHAB	51-510-60-00-6022		1,959.66	
					INVOICE TOTAL:		1,959.66	*
	73145	12/29/21	01	KENDALL MARKETPLACE	01-640-54-00-5465		185.25	
			02	RESIDENTIAL	** COMMENT **			
					INVOICE TOTAL:		185.25	*
	73146	12/29/21	01	GRANDE RESERVE-UNIT 23	01-640-54-00-5465		50.00	
					INVOICE TOTAL:		50.00	*
	73147	12/29/21	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		108.50	
					INVOICE TOTAL:		108.50	*
	73148	12/29/21	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		435.00	
					INVOICE TOTAL:		435.00	*
	73149	12/29/21	01	RAINTREE VILLAGE-LENNAR	01-640-54-00-5465		174.00	
					INVOICE TOTAL:		174.00	*
	73150	12/29/21	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465		500.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		500.00	*
	73151	12/29/21	01	HEARTLAND MEADOWS-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00	*
	73152	12/29/21	01	HEARTLAND CIRCLE UNIT 1-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00	*
	73153	12/29/21	01	KENDALL MARKETPLACE-ENG	01-640-54-00-5465		1,000.00	

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535945	EEI / ENGINEERING ENTERPRISES, INC.							
	73153	12/29/21	02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	1,000.00	*
	73154	12/29/21	01	PRESTWICK-ENG INSPECTIONS	01-640-54-00-5465		1,300.00	
						INVOICE TOTAL:	1,300.00	*
	73155	12/29/21	01	GRANDE RESERVE UNIT 3-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	100.00	*
	73156	12/29/21	01	GAS-N-WASH	90-144-00-00-0111		948.75	
						INVOICE TOTAL:	948.75	*
	73157	12/29/21	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		27,878.00	
						INVOICE TOTAL:	27,878.00	*
	73158	12/29/21	01	BEAVER STREET PUMP STATION	51-510-60-00-6060		1,698.50	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	1,698.50	*
	73159	12/29/21	01	2021 SIDEWALK REPLACEMENT	23-230-60-00-6041		4,201.00	
						INVOICE TOTAL:	4,201.00	*
	73160	12/29/21	01	RISK & RESILLIENCE ASSESSMENT	51-510-54-00-5465		1,189.75	
			02	& EMERGENCY RESPONSE PLAN	** COMMENT **			
						INVOICE TOTAL:	1,189.75	*
	73161	12/29/21	01	RAINTREE VILLAGE UNIT 4-ENG	01-640-54-00-5465		600.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	600.00	*
	73162	12/29/21	01	RAINTREE VILLAGE UNIT 5-ENG	01-640-54-00-5465		1,300.00	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	1,300.00	*

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

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535945	EEI	ENGINEERING ENTERPRISES, INC.							
	73163		12/29/21	01	ALTERNATIVE WATER SOURCE	51-510-54-00-5465		2,411.50	
				02	REGIONAL COORDINATION	** COMMENT **			
						INVOICE TOTAL:		2,411.50	*
	73164		12/29/21	01	PRAIRIE POINT IMPROVEMENTS	24-216-60-00-6030	PRAIRIE PT	1,601.00	
						INVOICE TOTAL:		1,601.00	*
	73165		12/29/21	01	GRANDE RESERVE UNITS 15 & 22	01-640-54-00-5465		360.00	
						INVOICE TOTAL:		360.00	*
						CHECK TOTAL:			53,316.16
535946	EEI	ENGINEERING ENTERPRISES, INC.							
	73166		12/29/21	01	FOX HILL ROADWAY IMPROVEMENTS	23-230-54-00-5465		30,356.25	
						INVOICE TOTAL:		30,356.25	*
						CHECK TOTAL:			30,356.25
535947	EEI	ENGINEERING ENTERPRISES, INC.							
	73167		12/29/21	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		778.25	
				02	PHASE 2 & 3 RESUB	** COMMENT **			
						INVOICE TOTAL:		778.25	*
	73168		12/29/21	01	BRISTOL RIDGE RD RESURFACING	23-230-60-00-6032		5,489.25	
						INVOICE TOTAL:		5,489.25	*
						CHECK TOTAL:			6,267.50
535948	EEI	ENGINEERING ENTERPRISES, INC.							
	73169		12/29/21	01	KENNEDY & MILL RD INTERSECTION	23-230-60-00-6088		12,333.30	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		12,333.30	*
						CHECK TOTAL:			12,333.30

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

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535949	EEI ENGINEERING ENTERPRISES, INC.							
	73170	12/29/21	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,982.29	
					INVOICE TOTAL:		2,982.29	*
	73171	12/29/21	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00	*
	73172	12/29/21	01	YBSD SOLIDS HANDLING	01-640-54-00-5465		2,143.00	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		2,143.00	*
	73173	12/29/21	01	WATER TREATMENT PLANT #4	51-510-60-00-6081		1,204.80	
			02	CATION EXCHANGE MEDIA	** COMMENT **			
			03	REPLACEMENTS	** COMMENT **			
					INVOICE TOTAL:		1,204.80	*
	73174	12/29/21	01	GRANDE RESERVE-UNIT 20	01-640-54-00-5465		567.00	
					INVOICE TOTAL:		567.00	*
	73175	12/29/21	01	GRANDE RESERVE-UNITS 13 & 14	01-640-54-00-5465		972.00	
					INVOICE TOTAL:		972.00	*
	73176	12/29/21	01	MILL RD RECONSTRUCTION-PHS III	23-230-60-00-6012		13,614.50	
					INVOICE TOTAL:		13,614.50	*
	73177	12/29/21	01	BRIGHT FARMS	90-174-00-00-0111		4,772.89	
					INVOICE TOTAL:		4,772.89	*
	73178	12/29/21	01	GRANDE RESERVE UNIT 4-ENG	01-640-54-00-5465		200.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		200.00	*
	73179	12/29/21	01	WELL 4 REHABILLITATION	51-510-60-00-6022		2,926.12	
					INVOICE TOTAL:		2,926.12	*
	73180	12/29/21	01	E. MAIN STREET IMPROVEMENTS	51-510-60-00-6025		4,800.75	
					INVOICE TOTAL:		4,800.75	*

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

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CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535949	EEI ENGINEERING ENTERPRISES, INC.							
	73181	12/29/21	01	ROB ROY AND RAYMOND DRAINAGE	01-640-54-00-5465		531.50	
			02	DISTRICT REVIEW	** COMMENT **			
					INVOICE TOTAL:		531.50	*
	73182	12/29/21	01	CEDARHURST-PARKING LOT	90-171-00-00-0111		36.75	
			02	ADDITION	** COMMENT **			
					INVOICE TOTAL:		36.75	*
	73183	12/29/21	01	GRANDE RESERVE-TUSCANY TRAIL	01-640-54-00-5465		739.00	
					INVOICE TOTAL:		739.00	*
	73184	12/29/21	01	GRANDE RESERVE UNIT 26-ENG	01-640-54-00-5465		100.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		100.00	*
	73185	12/29/21	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		7,311.00	
					INVOICE TOTAL:		7,311.00	*
	73186	12/29/21	01	GRANDE RESERVE UNIT 20-ENG	01-640-54-00-5465		600.00	
			02	INSPECTIONS	** COMMENT **			
					INVOICE TOTAL:		600.00	*
	73187	12/29/21	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		4,198.74	
					INVOICE TOTAL:		4,198.74	*
	73188	12/29/21	01	FY2023 BUDGET	01-640-54-00-5465		2,269.50	
					INVOICE TOTAL:		2,269.50	*
	73189	12/29/21	01	2022 ROAD PROGRAM	23-230-60-00-6025		6,806.80	
					INVOICE TOTAL:		6,806.80	*
	73190	12/29/21	01	WINDETT RIDGE SPEED STUDY	01-640-54-00-5465		1,481.25	
					INVOICE TOTAL:		1,481.25	*
	73191	12/29/21	01	WELL 4 WTP O&M ASSISTANCE	01-640-54-00-5465		106.00	
					INVOICE TOTAL:		106.00	*

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

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535949	EEI	ENGINEERING ENTERPRISES, INC.							
	73192		12/29/21	01	CANNONBALL TR SPEED STUDY	01-640-54-00-5465		174.00	
						INVOICE TOTAL:		174.00	*
						CHECK TOTAL:		60,437.89	
535950	EEI	ENGINEERING ENTERPRISES, INC.							
	73193		12/29/21	01	DCEO GRANT	01-640-54-00-5465		6,271.50	
						INVOICE TOTAL:		6,271.50	*
						CHECK TOTAL:		6,271.50	
535951	EEI	ENGINEERING ENTERPRISES, INC.							
	73194		12/29/21	01	LINCOLN PRAIRIE-PLAT OF	01-640-54-00-5465		1,030.00	
				02	VACATION	** COMMENT **			
						INVOICE TOTAL:		1,030.00	*
						CHECK TOTAL:		1,030.00	
D002333	EVANST	TIM EVANS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
535952	FARMFLEE	BLAIN'S FARM & FLEET							
	8886-B.WOLF		12/04/21	01	WORK BOOTS	79-790-56-00-5600		134.99	
				02	BELT, SHIRTS, SOCKS, JEANS,	79-790-56-00-5600		449.86	

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

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535952	FARMFLEE	BLAIN'S FARM & FLEET							
	8886-B.WOLF		12/04/21	03	BIBS, GLOVES, BOXER BRIEFS	** COMMENT **			
						INVOICE TOTAL:		584.85	*
	8925-B.WOLF		12/05/21	01	HOODED JACKET	79-790-56-00-5600		71.99	
						INVOICE TOTAL:		71.99	*
						CHECK TOTAL:			656.84
D002334	FREDRICR	ROB FREDRICKSON							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535953	FRNKMRSH	FRANK MARSHALL							
	91100		12/22/21	01	BEAVER STREET PUMP STATION	51-510-60-00-6060		69,792.30	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		69,792.30	*
						CHECK TOTAL:			69,792.30
D002335	GALAUNEJ	JAKE GALAUNER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002336	GARCIAL	LUIS GARCIA							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		45.00	

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002336	GARCIAL	LUIS GARCIA							
	010122		01/01/22	02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535954	GLATFELT	GLATFELTER UNDERWRITING SRVS.							
	139910125-PREMIUM		12/23/21	01	2022 LIABILITY INS PREMIUM	01-640-52-00-5231		40,240.45	
				02	2022 LIABILITY INS PREMIUM-PR	01-640-52-00-5231		8,366.95	
				03	2022 LIABILITY INS PREMIUM	51-510-52-00-5231		4,437.24	
				04	2022 LIABILITY INS PREMIUM	52-520-52-00-5231		2,127.03	
				05	2022 LIABILITY INS PREMIUM	82-820-52-00-5231		3,335.33	
							INVOICE TOTAL:	58,507.00	*
						CHECK TOTAL:			58,507.00
535955	HARRIS	HARRIS COMPUTER SYSTEMS							
	MSIMN0000211		10/28/21	01	MSI ANNUAL MAINTENANCE RENEWAL	01-120-54-00-5462		20,786.50	
							INVOICE TOTAL:	20,786.50	*
						CHECK TOTAL:			20,786.50
D002337	HENNED	DURK HENNE							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
							INVOICE TOTAL:	45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002338	HERNANDA	ADAM HERNANDEZ							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	

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

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CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002338	HERNANDA	ADAM HERNANDEZ							
	010122		01/01/22	02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535956	HERNANDN	NOAH HERNANDEZ							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:			45.00
D002339	HORNERR	RYAN HORNER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002340	HOULEA	ANTHONY HOULE							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535957	ILTREASU	STATE OF ILLINOIS TREASURER							
	112		01/01/22	01	RT47 EXPANSION PYMT#112	15-155-60-00-6079		6,148.89	
				02	RT47 EXPANSION PYMT#112	51-510-60-00-6079		3,780.98	
				03	RT47 EXPANSION PYMT#112	52-520-60-00-6079		1,873.48	

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

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535957	ILTREASU	STATE OF ILLINOIS TREASURER							
	112		01/01/22	04	RT47 EXPANSION PYMT#112	88-880-60-00-6079		624.01	
						INVOICE TOTAL:		12,427.36	*
						CHECK TOTAL:		12,427.36	
535958	IPRF	ILLINOIS PUBLIC RISK FUND							
	76214		12/14/21	01	FEB 2022 WORKER COMP INS	01-640-52-00-5231		11,481.69	
				02	FEB 2022 WORKER COMP INS-PR	01-640-52-00-5231		2,335.65	
				03	FEB 2022 WORKER COMP INS	51-510-52-00-5231		1,088.80	
				04	FEB 2022 WORKER COMP INS	52-520-52-00-5231		491.82	
				05	FEB 2022 WORKER COMP INS	82-820-52-00-5231		928.04	
						INVOICE TOTAL:		16,326.00	*
						CHECK TOTAL:		16,326.00	
D002341	JACKSONJ	JAMIE JACKSON							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002342	JOHNGEOR	GEORGE JOHNSON							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	51-510-54-00-5440		22.50	
				02	REIMBURSEMENT	** COMMENT **			
				03	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		22.50	
				04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
535959	KENDCROS	KENDALL CROSSING, LLC							

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

UNITED CITY OF YORKVILLE
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535959	KENDCROS	KENDALL CROSSING, LLC							
	AMU REBATE 11-21		11/22/21	01	NOV 2021 AMUSEMENT TAX REBATE	01-640-54-00-5439		2,334.42	
						INVOICE TOTAL:		2,334.42	*
						CHECK TOTAL:		2,334.42	
D002343	KLEEFISG	GLENN KLEEFISCH							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
535960	KLUBER	KLUBER, INC							
	7794		08/31/21	01	PUBLIC WORKS & PARK	24-216-54-00-5446		9,775.00	
				02	MAINTENANCE STUDY	** COMMENT **			
						INVOICE TOTAL:		9,775.00	*
	7805		09/30/21	01	PUBLIC WORKS & PARK	24-216-54-00-5446		1,150.00	
				02	MAINTENANCE STUDY	** COMMENT **			
						INVOICE TOTAL:		1,150.00	*
	7834		10/31/21	01	PUBLIC WORKS & PARK	24-216-54-00-5446		2,465.00	
				02	MAINTENANCE STUDY	** COMMENT **			
						INVOICE TOTAL:		2,465.00	*
	7878		11/30/21	01	PUBLIC WORKS AND PARK	24-216-54-00-5446		3,510.00	
				02	MAINTENANCE STUDY	** COMMENT **			
						INVOICE TOTAL:		3,510.00	*
						CHECK TOTAL:		16,900.00	
535961	KONEINC	KONE INC.							

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535961	KONEINC	KONE INC.							
	959968851		09/01/21	01	SEPT 2021 ELEVATOR MAINTENANCE	24-216-54-00-5446		165.76	
						INVOICE TOTAL:		165.76	*
						CHECK TOTAL:		165.76	
D002344	MESIROW	MESIROW INSURANCE SERVICES INC							
	1838064		12/23/21	01	2022 SERVICE FEE	01-640-52-00-5231		4,355.98	
				02	2022 SERVICE FEE-PR	01-640-52-00-5231		905.72	
				03	2022 SERVICE FEE	51-510-52-00-5231		480.33	
				04	2022 SERVICE FEE	52-520-52-00-5231		230.25	
				05	2022 SERVICE FEE	82-820-52-00-5231		361.05	
				06	2022 SERVICE FEE	01-000-14-00-1400		8,712.00	
				07	2022 SERVICE FEE-PR	01-000-14-00-1400		1,811.43	
				08	2022 SERVICE FEE	51-000-14-00-1400		960.65	
				09	2022 SERVICE FEE	52-000-14-00-1400		460.50	
				10	2022 SERVICE FEE	82-000-14-00-1400		722.09	
						INVOICE TOTAL:		19,000.00	*
						DIRECT DEPOSIT TOTAL:		19,000.00	
D002345	MILSCHET	TED MILSCHEWSKI							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	24-216-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002346	PIAZZA	AMY SIMMONS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	

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

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535962	PURCELLJ	JOHN PURCELL							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:		45.00	
535963	R0002274	ASHLEY MCGHEE							
	121721-RFND		12/17/21	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		433.94	
				02	BILL FOR ACCT#0300604650-01	** COMMENT **			
						INVOICE TOTAL:		433.94	*
						CHECK TOTAL:		433.94	
535964	R0002493	ODESSA FRIESON							
	121721-RFND		12/17/21	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		332.92	
				02	BILL FOR ACCT#0300504660-05	** COMMENT **			
						INVOICE TOTAL:		332.92	*
						CHECK TOTAL:		332.92	
D002347	RATOSP	PETE RATOS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-220-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002348	REDMONST	STEVE REDMON							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	

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

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002349	ROSBOROS	SHAY REMUS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002350	SCHREIBE	EMILY J. SCHREIBER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-795-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002351	SCODROP	PETER SCODRO							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	51-510-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002352	SCOTTTR	TREVOR SCOTT							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535965	SEBIS	SEBIS DIRECT							
	36356		12/06/21	01	NOV 2021 UTILITY BILLING	01-120-54-00-5430		330.11	
				02	NOV 2021 UTILITY BILLING	51-510-54-00-5430		442.26	

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535965	SEBIS	SEBIS DIRECT							
	36356		12/06/21	03	NOV 2021 UTILITY BILLING	52-520-54-00-5430		206.31	
				04	NOV 2021 UTILITY BILLING	79-795-54-00-5426		265.04	
						INVOICE TOTAL:		1,243.72	*
						CHECK TOTAL:		1,243.72	
D002353	SENGM	MATT SENG							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002354	SLEEZERJ	JOHN SLEEZER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002355	SLEEZERS	SCOTT SLEEZER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	
D002356	SMITHD	DOUG SMITH							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:		45.00	

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

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002357	SOELKET	TOM SOELKE							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002358	STEFFANG	GEORGE A STEFFENS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	52-520-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002359	THOMASL	LORI THOMAS							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-120-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
D002360	WEBERR	ROBERT WEBER							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-410-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535966	WEX	WEX BANK							
	77313422		12/31/21	01	DEC 2021 GASOLINE	01-210-56-00-5695		5,544.94	
				02	DEC 2021 GASOLINE	01-220-56-00-5695		320.34	
						INVOICE TOTAL:		5,865.28	*
						CHECK TOTAL:			5,865.28

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/11/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002361	WILLRETE	ERIN WILLRETT							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	01-110-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						DIRECT DEPOSIT TOTAL:			45.00
535967	WOLFB	BRANDON WOLF							
	010122		01/01/22	01	DEC 2021 MOBILE EMAIL	79-790-54-00-5440		45.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		45.00	*
						CHECK TOTAL:			45.00
535968	YOUNGM	MARLYS J. YOUNG							
	092221		10/04/21	01	09/22/21 ADMIN MEETING MINUTES	01-110-54-00-5462		42.00	
						INVOICE TOTAL:		42.00	*
	120721		12/21/21	01	12/07/21 EDC MEETING MINUTES	01-110-54-00-5462		53.75	
						INVOICE TOTAL:		53.75	*
	120821		12/24/21	01	12/08/21 P&Z MEETING MINUTES	01-220-54-00-5462		43.00	
						INVOICE TOTAL:		43.00	*
	120921		12/29/21	01	12/09/21 UDO MEETING MINUTES	01-110-54-00-5462		89.50	
						INVOICE TOTAL:		89.50	*
						CHECK TOTAL:			228.25

TOTAL CHECKS PAID:	406,246.42
TOTAL DIRECT DEPOSITS PAID:	43,640.00
TOTAL AMOUNT PAID:	449,886.42

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

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
December 10, 2021

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	17,293.07	-	17,293.07	1,897.43	880.14	20,070.64
FINANCE	11,519.62	-	11,519.62	1,296.49	514.07	13,330.18
POLICE	129,257.13	6,457.13	135,714.26	665.50	9,788.55	146,168.31
COMMUNITY DEV.	21,089.08	-	21,089.08	2,393.00	1,592.74	25,074.82
STREETS	17,560.51	-	17,560.51	1,950.97	1,287.12	20,798.60
BUILDING & GROUNDS	2,095.20	-	2,095.20	249.44	171.76	2,516.40
WATER	17,941.71	206.25	18,147.96	2,016.26	1,322.27	21,486.49
SEWER	10,059.40	18.74	10,078.14	1,119.67	734.99	11,932.80
PARKS	25,570.05	-	25,570.05	2,802.16	1,901.09	30,273.30
RECREATION	16,142.69	-	16,142.69	1,595.05	1,211.45	18,949.19
LIBRARY	16,704.91	-	16,704.91	1,191.68	1,237.11	19,133.70
TOTALS	$ 285,233.37	$ 6,682.12	$ 291,915.49	$ 17,177.65	$ 20,641.29	$ 329,734.43

TOTAL PAYROLL **$ 329,734.43**

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
December 23, 2021

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	$ 908.34	$ -	$ 908.34	$ -	$ 69.49	$ 977.83
ALDERMAN	3,900.00	-	3,900.00	-	298.35	4,198.35
ADMINISTRATION	17,245.37	-	17,245.37	1,899.29	879.58	20,024.24
FINANCE	13,002.11	-	13,002.11	1,444.53	614.97	15,061.61
POLICE	121,461.28	2,136.73	123,598.01	676.50	8,840.33	133,114.84
COMMUNITY DEV.	25,158.09	-	25,158.09	2,795.08	1,869.59	29,822.76
STREETS	18,581.92	-	18,581.92	2,064.45	1,365.26	22,011.63
BUILDING & GROUNDS	2,095.20	-	2,095.20	232.78	160.28	2,488.26
WATER	17,941.71	96.34	18,038.05	2,004.04	1,313.87	21,355.96
SEWER	10,059.40	-	10,059.40	1,117.59	733.55	11,910.54
PARKS	25,131.15	-	25,131.15	2,742.30	1,859.86	29,733.31
RECREATION	17,535.69	-	17,535.69	1,722.82	1,310.36	20,568.87
LIBRARY	17,805.67	-	17,805.67	1,191.68	1,321.29	20,318.64
TOTALS	$ 290,825.93	$ 2,233.07	$ 293,059.00	$ 17,891.06	$ 20,636.78	$ 331,586.84

TOTAL PAYROLL **$ 331,586.84**

UNITED CITY OF YORKVILLE
BILL LIST SUMMARY

Tuesday, January 11, 2022

ACCOUNTS PAYABLE	**DATE**		
Manual City Check Register *(Pages 1 - 22)*	12/21/2021	$	607,579.30
City MasterCard Bill Register (Pages 23 - 34)	12/25/2021		195,953.44
City Check Register *(Pages 35 - 54)*	01/11/2022		449,886.42
SUB-TOTAL:			**$1,253,419.16**

WIRE PAYMENTS			
Dearborn Insurannce - Dec 2021	01/04/2022	$	2,792.60
Blue Cross/ Blue Shield Insurance - Dec 2021	12/31/2021		128,603.53
Amalgamated Bank of Chicago - 2021 Bond - Interest PMT	12/22/2021		132,474.16
Amalgamated Bank of Chicago - 2014B Bond -Interest PMT	12/22/2021		9,450.00
Amalgamated Bank of Chicago - 2014B Bond -Principal PMT	12/22/2021		310,000.00
Amalgamated Bank of Chicago - 2014C Bond -Interest PMT	12/22/2021		8,175.00
Amalgamated Bank of Chicago - 2014C Bond -Principal PMT	12/22/2021		135,000.00
BNY Mellon - 2016 Bond - Interest PMT	12/22/2021		29,325.00
BNY Mellon - 2016 Bond - Principal PMT	12/22/2021		1,040,000.00
BNY Mellon - 2006 Bond - Interest PMT	12/22/2021		8,337.50
BNY Mellon - 2006 Bond - Principal PMT	12/22/2021		75,000.00
BNY Mellon - 2011 Bond - Interest PMT	12/22/2021		107,535.00
BNY Mellon - 2011 Bond - Principal PMT	12/22/2021		920,000.00
TOTAL PAYMENTS:			**$2,906,692.79**

PAYROLL			
Bi - Weekly *(Page 55)*	12/10/2021	$	329,734.43
Bi - Weekly *(Page 56)*	12/23/2021		331,586.84
SUB-TOTAL:		**$**	**661,321.27**

TOTAL DISBURSEMENTS:		**$**	**4,821,433.22**

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

Agenda Item Number

Consent Agenda #3

Tracking Number

ADM 2021-54

Agenda Item Summary Memo

Title: Treasurer's Report for November 2021

Meeting and Date: City Council –January 11, 2022

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: ADM – 12/15/21 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2021-54

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending November 30, 2021

Cash Basis

	Beginning Fund Balance	Nov Revenues	YTD Revenues	Revenue Budget	% of Budget	Nov Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	$ 9,172,352	$ 1,276,332	$ 13,687,325	$ 18,100,270	76%	$ 1,443,996	$ 9,859,096	$ 18,100,270	54%	$ 13,000,580
Special Revenue Funds										
15 - Motor Fuel Tax	1,243,821	60,626	735,642	1,260,019	58%	6,149	503,990	2,435,413	21%	1,475,473
79 - Parks and Recreation	73,002	162,819	1,376,095	2,643,058	52%	170,211	1,406,223	2,716,058	52%	42,874
72 - Land Cash	31,131	-	1,329	25,760	5%	-	-	5,000	0%	32,460
87 - Countryside TIF	(1,211,223)	2	250,366	260,727	96%	162,021	216,268	223,397	97%	(1,177,125)
88 - Downtown TIF	(1,448,929)	530	96,795	70,000	138%	3,812	268,041	291,412	92%	(1,620,175)
89 - Downtown TIF II	(47,869)	3,204	78,764	48,526	0%	17,769	37,415	30,500	123%	(6,520)
11 - Fox Hill SSA	10,231	0	16,034	19,000	84%	487	4,688	59,200	8%	21,577
12 - Sunflower SSA	(8,409)	87	20,363	21,000	97%	460	9,569	17,200	56%	2,385
Debt Service Fund										
42 - Debt Service	-	27,481	194,419	329,375	59%	-	9,925	329,375	3%	184,494
Capital Project Funds										
25 - Vehicle & Equipment	1,485,790	21,154	243,038	547,226	44%	24,783	401,263	1,877,998	21%	1,327,565
24 - Buildings & Grounds	-	627	8,793,301	9,584,249	92%	24,524	2,385,854	9,584,249	25%	6,407,447
23 - City-Wide Capital	119,566	1,273,919	4,068,783	5,808,072	70%	1,113,827	1,841,611	5,545,285	33%	2,346,739
Enterprise Funds										
* 51 - Water	3,901,358	49,678	2,947,359	5,061,271	58%	664,237	2,389,624	6,081,733	39%	4,459,094
* 52 - Sewer	864,688	60,423	1,217,604	2,275,602	54%	58,494	556,208	2,428,579	23%	1,526,084
Library Funds										
82 - Library Operations	638,033	12,733	1,670,916	1,692,702	99%	69,446	498,020	1,709,443	29%	1,810,929
84 - Library Capital	169,187	13,267	85,342	50,200	170%	14,878	29,679	95,500	31%	224,851
Total Funds	**$ 14,992,729**	**$ 2,962,883**	**$ 35,483,475**	**$ 47,797,057**	**74%**	**$ 3,775,092**	**$ 20,417,472**	**$ 51,530,612**	**40%**	**$ 30,058,732**

* 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/Treasurer

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	■

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2021-09

Agenda Item Summary Memo

Title: Sports Uniforms Contract Extension and Budget Amendment

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Tim Evans (Name) Parks and Recreation (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: January 3, 2022
Subject: Athletics Uniforms and Equipment Contract

Summary

Review and approval of the Athletic Uniforms and Equipment Contract extension and corresponding budget amendment.

Background

The Yorkville Parks and Recreation Department is responsible for purchasing equipment and uniforms for athletic leagues and programs offered throughout the year that include basketball, soccer, baseball, and softball. To obtain the best purchase prices, Parks & Recreation released a Request For Proposal (RFP) on January 14th, 2021 Proposals were accepted until 10:00 am on Friday, January 29, 2021 where staff received four submissions.

In February 2021, the City Council approved staff's recommendation to approve a one-year contract with BSN Sports. BSN Sports has provided uniforms and equipment for several years to the Parks & Recreation Department with minimal issues. They provide quality materials and are responsive to provide a high customer service level to staff and ultimately participants. BSN Sports also has a local office in Yorkville, IL, which has allowed for flexibility and promptness when receiving shipments.

The original one-year contract has the option for two one-year renewals. As part of the budget process, staff is bringing the contract to the Council for the first of the one-year renewal in 2022. Since registration numbers are pending, as they occur over the course of the year, it is likely the City will purchase over $25,000 worth of athletic league uniforms and equipment for 2022 (FY 23). Depending on registration numbers, staff anticipates spending $40,000 - $50,000 in athletics uniforms and equipment with BSN sports on a yearly basis. The participant registration fees cover these expenses for each program.
In order to formally extend the contract for another year, we must amend the current year (FY 22) budget, as any contractual commitment of the City to expend funds must be followed by a subsequent appropriation per State Statute. Since the actual transaction will not take place until next fiscal year, staff would roll the current year amended amount of $50,000 (estimated) into FY 23, as part of the annual budget process. To keep the amendment as simple as possible, only the program supplies line item in the Recreation Department cost center of the (79) Parks & Recreation Fund has been adjusted. The actual financing mechanism(s) (i.e., program revenues, General Fund transfer, etc.) will be determined as part of the FY 23 budget process. On paper, this amendment will reduce fund balance by $50,000 (by increasing Recreation program supplies by $50,000 – from $200,000 to $250,000); however, in actuality this amendment will have no budgetary effect, since the actual purchase will not be executed until sometime in FY 23.

Recommendation

Staff requests City Council approval of a budget amendment in order to authorize the one-year extension of a contract with BSN Sports to purchase Athletic Equipment and Uniforms.

Attachments

- Exhibit A - Athletic Equipment and Uniform Purchase Contract – BSN Sports
- Exhibit B – Budget Amendment

Ordinance No. 2022-____

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2021 AND ENDING ON APRIL 30, 2022

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2021-11 on April 27, 2021 adopting an annual budget for the fiscal year commencing on May 1, 2021 and ending on April 30, 2022; and,

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

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

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Parks & Recreation fund with respect to the United City of Yorkville's 2021-2022 Budget are hereby approved.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2022.

_____
CITY CLERK

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

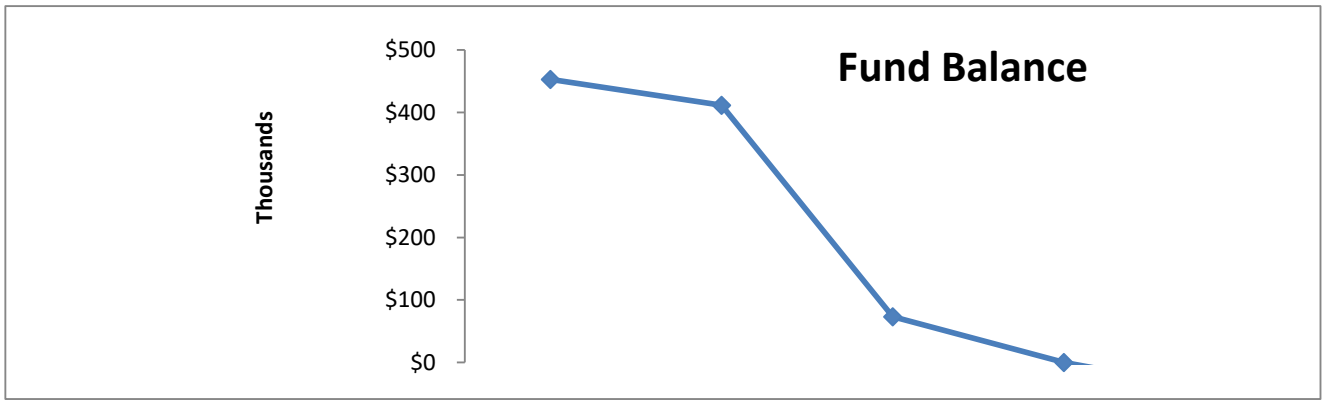
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____
MAYOR

PARKS & RECREATION FUND (79)

This fund accounts for the daily operations of the Parks and Recreation Department. Programs, classes, special events and maintenance of City wide park land and public facilities make up the day to day operations. Programs and classes consist of a wide variety of options serving children through senior citizens. Special events range from Music Under the Stars to Home Town Days. City wide maintenance consists of over two hundred acres at more than fifty sites including buildings, boulevards, parks, utility locations and natural areas.

	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Revenue					
Charges for Service	$ 660,970	$ 527,941	$ 319,033	$ 984,250	$ 984,250
Investment Earnings	1,534	1,333	250	250	250
Reimbursements	23,137	14,147	5,040	-	-
Miscellaneous	275,720	223,430	65,760	223,709	223,709
Total Revenue	**$ 961,361**	**$ 766,851**	**$ 390,083**	**$ 1,208,209**	**$ 1,208,209**
Other Financing Sources	1,274,699	1,410,988	1,596,578	1,434,849	1,434,849
Total Revenue & Transfers In	**$ 2,236,060**	**$ 2,177,839**	**$ 1,986,661**	**$ 2,643,058**	**$ 2,643,058**
Expenditures					
Salaries	$ 972,011	$ 1,043,046	$ 1,041,000	$ 1,232,462	$ 1,232,462
Benefits	393,482	438,889	445,410	511,964	511,964
Contractual Services	355,673	269,209	547,720	423,588	423,588
Supplies	468,833	468,126	291,016	548,044	598,044
Total Expenditures	**$ 2,189,999**	**$ 2,219,270**	**$ 2,325,146**	**$ 2,716,058**	**$ 2,766,058**
Surplus (Deficit)	$ 46,061	$ (41,431)	$ (338,485)	$ (73,000)	$ (123,000)
Ending Fund Balance	**$ 452,914**	**$ 411,485**	**$ 73,000**	**$ -**	**$ (50,000)**
	20.7%	*18.5%*	*3.1%*	*0.0%*	*-1.8%*



United City of Yorkville
Parks and Recreation Fund

79

PARKS AND RECREATION FUND REVENUE

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Charges for Services						
79-000-41-00-4165	FEDERAL GRANTS-ARP FUNDS	$ -	$ -	$ -	$ 334,250	$ 334,250
79-000-41-00-4175	OSLAD GRANT - RIVERFRONT PARK	81,815	-	-	-	-
79-000-44-00-4402	SPECIAL EVENTS	88,828	83,523	10,000	90,000	90,000
79-000-44-00-4403	CHILD DEVELOPMENT	143,949	129,116	75,000	145,000	145,000
79-000-44-00-4404	ATHLETICS AND FITNESS	318,981	272,906	230,000	370,000	370,000
79-000-44-00-4441	CONCESSION REVENUE	27,397	42,396	4,033	45,000	45,000
	Total: Charges for Services	**$ 660,970**	**$ 527,941**	**$ 319,033**	**$ 984,250**	**$ 984,250**
Investment Earnings						
79-000-45-00-4500	INVESTMENT EARNINGS	$ 1,534	$ 1,333	$ 250	$ 250	$ 250
	Total: Investment Earnings	**$ 1,534**	**$ 1,333**	**$ 250**	**$ 250**	**$ 250**
Reimbursements						
79-000-46-00-4690	REIMB - MISCELLANEOUS	$ 23,137	$ 14,147	$ 5,040	$ -	$ -
	Total: Reimbursements	**$ 23,137**	**$ 14,147**	**$ 5,040**	**$ -**	**$ -**
Miscellaneous						
79-000-48-00-4820	RENTAL INCOME	$ 53,208	$ 57,539	$ 55,000	$ 66,209	$ 66,209
79-000-48-00-4825	PARK RENTALS	15,714	18,259	1,588	17,500	17,500
79-000-48-00-4843	HOMETOWN DAYS	118,141	124,328	-	120,000	120,000
79-000-48-00-4846	SPONSORSHIPS & DONATIONS	14,577	18,154	4,172	15,000	15,000
79-000-48-00-4850	MISCELLANEOUS INCOME	74,080	5,150	5,000	5,000	5,000
	Total: Miscellaneous	**$ 275,720**	**$ 223,430**	**$ 65,760**	**$ 223,709**	**$ 223,709**
Other Financing Sources						
79-000-49-00-4901	TRANSFER FROM GENERAL	$ 1,274,699	$ 1,410,988	$ 1,596,578	$ 1,434,849	$ 1,434,849
	Total: Other Financing Sources	**$ 1,274,699**	**$ 1,410,988**	**$ 1,596,578**	**$ 1,434,849**	**$ 1,434,849**
	Total: PARKS & REC REVENUE	**$ 2,236,060**	**$ 2,177,839**	**$ 1,986,661**	**$ 2,643,058**	**$ 2,643,058**

United City of Yorkville
Parks and Recreation Fund

790

PARKS DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Salaries						
79-790-50-00-5010	SALARIES & WAGES	$ 485,017	$ 539,106	$ 590,000	$ 659,709	$ 659,709
79-790-50-00-5015	PART-TIME SALARIES	49,603	48,917	15,000	62,500	62,500
79-790-50-00-5020	OVERTIME	4,283	3,594	7,500	5,000	5,000
	Total: Salaries	**$ 538,903**	**$ 591,617**	**$ 612,500**	**$ 727,209**	**$ 727,209**
Benefits						
79-790-52-00-5212	RETIREMENT PLAN CONTRIBUTION	$ 51,004	$ 54,761	$ 70,570	$ 70,935	$ 70,935
79-790-52-00-5214	FICA CONTRIBUTION	39,628	43,472	48,830	53,594	53,594
79-790-52-00-5216	GROUP HEALTH INSURANCE	130,395	153,228	150,990	173,195	173,195
79-790-52-00-5222	GROUP LIFE INSURANCE	570	617	645	1,149	1,149
79-790-52-00-5223	DENTAL INSURANCE	9,509	10,748	9,545	11,605	11,605
79-790-52-00-5224	VISION INSURANCE	1,354	1,510	1,544	1,734	1,734
	Total: Benefits	**$ 232,460**	**$ 264,336**	**$ 282,124**	**$ 312,212**	**$ 312,212**
Contractual Services						
79-790-54-00-5412	TRAINING & CONFERENCES	$ 725	$ 4,249	$ 3,000	$ 9,000	$ 9,000
79-790-54-00-5415	TRAVEL & LODGING	1	-	-	3,000	3,000
79-790-54-00-5422	VEHICLE & EQUIPMENT CHARGEBACK	90,000	-	385,000	88,866	88,866
79-790-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	5,218	8,209	875	-	-
79-790-54-00-5440	TELECOMMUNICATIONS	6,786	8,367	8,100	8,250	8,250
79-790-54-00-5462	PROFESSIONAL SERVICES	10,105	7,960	11,400	11,400	11,400
79-790-54-00-5466	LEGAL SERVICES	645	591	1,000	1,000	1,000
79-790-54-00-5485	RENTAL & LEASE PURCHASE	2,770	1,691	2,500	8,055	8,055
79-790-54-00-5495	OFFICE CLEANING	2,435	2,341	3,385	3,487	3,487
79-790-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	42,578	32,234	18,000	40,000	40,000
	Total: Contractual Services	**$ 161,263**	**$ 65,642**	**$ 433,260**	**$ 173,058**	**$ 173,058**
Supplies						
79-790-56-00-5600	WEARING APPAREL	$ 4,905	$ 3,390	$ 6,220	$ 6,220	$ 6,220
79-790-56-00-5620	OPERATING SUPPLIES	40,658	24,447	28,000	25,000	25,000
79-790-56-00-5630	SMALL TOOLS & EQUIPMENT	5,801	4,541	6,000	11,000	11,000
79-790-56-00-5640	REPAIR & MAINTENANCE	58,771	66,190	35,000	71,000	71,000
79-790-56-00-5646	ATHLETIC FIELDS & EQUIPMENT	51,163	52,081	5,000	55,000	55,000
79-790-56-00-5695	GASOLINE	23,231	20,321	20,396	21,824	21,824
	Total: Supplies	**$ 184,529**	**$ 170,970**	**$ 100,616**	**$ 190,044**	**$ 190,044**
	Total: PARK DEPT EXPENDITURES	**$ 1,117,155**	**$ 1,092,565**	**$ 1,428,500**	**$ 1,402,523**	**$ 1,402,523**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Salaries						
79-795-50-00-5010	SALARIES & WAGES	$ 338,230	$ 362,352	$ 376,000	$ 386,753	$ 386,753
79-795-50-00-5015	PART-TIME SALARIES	18,784	14,151	2,500	23,500	23,500
79-795-50-00-5045	CONCESSION WAGES	8,023	11,389	5,000	15,000	15,000
79-795-50-00-5046	PRE-SCHOOL WAGES	34,324	31,664	30,000	40,000	40,000
79-795-50-00-5052	INSTRUCTORS WAGES	33,747	31,873	15,000	40,000	40,000
	Total: Salaries	**$ 433,108**	**$ 451,429**	**$ 428,500**	**$ 505,253**	**$ 505,253**
Benefits						
79-795-52-00-5212	RETIREMENT PLAN CONTRIBUTION	$ 34,687	$ 35,840	$ 43,000	$ 45,446	$ 45,446
79-795-52-00-5214	FICA CONTRIBUTION	32,343	33,656	32,500	37,238	37,238
79-795-52-00-5216	GROUP HEALTH INSURANCE	86,065	96,861	80,171	107,479	107,479
79-795-52-00-5222	GROUP LIFE INSURANCE	440	449	417	748	748
79-795-52-00-5223	DENTAL INSURANCE	6,539	6,763	6,178	7,685	7,685
79-795-52-00-5224	VISION INSURANCE	948	984	1,020	1,156	1,156
	Total: Benefits	**$ 161,022**	**$ 174,553**	**$ 163,286**	**$ 199,752**	**$ 199,752**
Contractual Services						
79-795-54-00-5412	TRAINING & CONFERENCES	$ 4,074	$ 3,753	$ 1,500	$ 5,000	$ 5,000
79-795-54-00-5415	TRAVEL & LODGING	35	847	-	3,000	3,000
79-795-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	3,799	5,847	875	1,770	1,770
79-795-54-00-5426	PUBLISHING & ADVERTISING	55,361	34,208	5,000	55,000	55,000
79-795-54-00-5440	TELECOMMUNICATIONS	9,034	10,319	8,750	8,750	8,750
79-795-54-00-5447	SCHOLARSHIPS	-	-	-	2,500	2,500
79-795-54-00-5452	POSTAGE & SHIPPING	6,322	3,353	3,500	3,500	3,500
79-795-54-00-5460	DUES & SUBSCRIPTIONS	3,139	2,737	3,000	3,000	3,000
79-795-54-00-5462	PROFESSIONAL SERVICES	91,593	120,436	65,000	140,000	140,000
79-795-54-00-5480	UTILITIES	13,205	12,524	13,275	14,072	14,072
79-795-54-00-5485	RENTAL & LEASE PURCHASE	1,711	1,376	3,000	3,000	3,000
79-795-54-00-5488	OFFICE CLEANING	3,876	6,318	7,560	7,938	7,938
79-795-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	2,261	1,849	3,000	3,000	3,000
	Total: Contractual Services	**$ 194,410**	**$ 203,567**	**$ 114,460**	**$ 250,530**	**$ 250,530**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Supplies						
79-795-56-00-5602	HOMETOWN DAYS SUPPLIES	$ 110,986	$ 124,197	$ 15,000	$ 120,000	$ 120,000
79-795-56-00-5606	PROGRAM SUPPLIES	139,495	141,280	87,400	200,000	250,000
79-795-56-00-5607	CONCESSION SUPPLIES	14,482	15,346	8,000	18,000	18,000
79-795-56-00-5610	OFFICE SUPPLIES	1,968	1,849	3,000	3,000	3,000
79-795-56-00-5620	OPERATING SUPPLIES	16,407	13,458	75,000	15,000	15,000
79-795-56-00-5640	REPAIR & MAINTENANCE	966	1,026	2,000	2,000	2,000
	Total: Supplies	**$ 284,304**	**$ 297,156**	**$ 190,400**	**$ 358,000**	**$ 408,000**
	Total: RECREATION EXPENDITURES	**$ 1,072,844**	**$ 1,126,705**	**$ 896,646**	**$ 1,313,535**	**$ 1,363,535**

Resolution No. 2021-07

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING A ONE-YEAR CONTRACT FOR THE PURCHASE OF ATHLETIC EQUIPMENT AND UNIFORMS THROUGH BSN SPORTS, LLC, DALLAS, TEXAS.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "*Municipal Code*") (65 ILCS 5/65-1-1-2, *et* seq.); and,

WHEREAS, after completion of the competitive purchasing process as required by the Act, the State of Illinois staff has chosen the proposal from the BSN Sports, LLC, Dallas, Texas, to supply the Athletic Equipment and Uniforms for the City; and

WHEREAS, it is in the best interest of the City to authorize a contract for the purchase of Athletic Equipment and Uniforms through BSN Sports, LLC, Dallas, Texas, substantially in the form attached hereto marked as "Exhibit A".

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

Section 1. That the City is hereby committed to meet all of the requirements as set forth in "Exhibit A".

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the contract, Resolution of Authorization and to undertake any and all actions as may be required to implement the terms of the contract.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 23rd day of February, A.D. 2021.

Lisa Pickering

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 4th day of MARCH, A.D. 2021.

MAYOR

Attest:

Lisa Pickering

CITY CLERK

EXHIBIT A

21-58603

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

REQUEST FOR PROPOSAL

Requesting:	Proposal(s) for the Purchase of Athletic Equipment and Uniforms
Issue Date:	Thursday, January 14, 2021
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	Friday, January 22, 2021, by 9:00 a.m.
Addendum Posted:	Tuesday, January 26, 2021, by 12:00 p.m.
Bids Due:	Friday, January 29, 2021, at 10:00 a.m.
Public Bid Opening:	N/A

Note:

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the City's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this bid:
Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

LEGAL NOTICE
REQUEST FOR PROPOSALS FOR THE PURCHASE OF ATHLETIC EQUIPMENT AND UNIFORMS

The United City of Yorkville will be accepting sealed proposals for the purchase of Athletic Equipment and Uniforms until Friday, January 29, 2021, at 10:00 AM local time.

Project Title: Athletic Equipment and Uniforms Purchase
Proposal No. 21-79795-001

Proposals must be submitted electronically. All necessary documents are available through the City's proposal portal www.demandstar.com. Downloading documents and submitting Proposals requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the United City of Yorkville account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the City's website www.yorkville.il.us. Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to upload their Proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@yorkville.il.us. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to cparker@yorkville.il.us until Friday, January 22, 2021 at 9:00 AM local time. Responses will be posted in DemandStar by Tuesday, January 26, 2021 at 12:00 PM local time.

The bidder 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 proposals or the performance of the contract.

Carri Parker
Purchasing Manager

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Responders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the Responder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Submittal of Proposal** – All proposals 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 through the City's bid portal www.Demandstar.com. Responders may include separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.

3. **Examination of Proposal Forms, Specifications, and Site** – The responder shall carefully examine the proposal forms which may include the request for proposal, instruction to Responders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them before submitting the proposal. The responder shall verify all measurements relative to the work, shall be responsible for the correctness of same. Failure of the responder 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 proposal shall be considered conclusive evidence that the responder 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 proposal forms. If the proposal is accepted, the responder 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 responder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The responder 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 responder is solely and exclusively responsible for construction means, methods, and technologies.

5. **Interpretation of Proposal Documents** – Questions regarding proposal 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 proposals 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 proposal

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 proposal date will be returned unopened.

6. **Proposal Guarantee** – Unless specifically waived, each proposal shall be accompanied by a proposal security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the proposal in the form of a certified or bank cashier's check or proposal bond. In a reasonable time after the proposal opening, proposal deposits of all except the three lowest responsible proposals will be released. The remaining deposits will be released after the successful responder has entered into the contract and furnished the required insurance and bonds. The proposal deposit shall become the property of the City if the successful responder 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. **(WAIVED)**

7. **Receiving Proposals** – Proposals 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 proposal received thereafter will be considered. No responsibility will be attached to the Purchasing Manager or the City for the premature or nonopening of a proposal not properly addressed and identified, except as otherwise provided by law.

9. **Completeness** – All information required by the Request For Proposal must be supplied to constitute a responsive proposal. The Responder's submittal shall include the completed Proposal found in the contract documents. The City will strictly hold the responder to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the responder.

10. **Error in Proposals** – When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the responder is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of responder.

11. **Withdrawal of Proposals** – 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 time of opening. After the opening, the responder cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

12. **Responder Interested in More than One Proposal** – Unless otherwise specified if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on

work, materials, or supplies to other responders is not thereby disqualified from quoting prices to other responders or from submitting a proposal directly for the work, materials, or supplies.

13. **Responder's Qualifications** – No award will be made to any responder 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 responder shall furnish to the City all information and data the City may request for the purpose of investigation.

14. **Proposal Award for All or Part** – Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals 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 responder within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of proposals.

16. **Equipment or Materials** – Each responder 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 proposals must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate proposal. The brand name and/or manufacturer of each item proposed must be clearly stated in the proposal. Guarantee and/or warranty information must be included with this proposal.

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

19. **Estimated Proposal Quantities** – On "Estimated Quantities," the City may purchase more or less than the estimates. The Responder 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 Proposal** – When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the responder shall proposal upon the item so identified.

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

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PO BOX 7726
DALLAS, TX 75209-0726

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

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 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.

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 responder 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 Proposal** – 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.

The responder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary recourses, 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 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 lowest responsible proposal complying with the 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.

24. **Execution of Contract** – The successful responder 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.

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

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 proposal or performance of the contract.

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 Responder 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 Responder from his obligations or change the terms of the contract.

33. **Indemnity** – To the fullest extent permitted by law, the Responder 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 Responder, 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 Responder 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 Responder shall, at its own expense, satisfy and discharge the same.

    Responder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Responder, 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 proposal, the responder is certifying that he has all insurance coverages required by law or would normally be expected for responder's type of business. In addition, the responder 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 Responder if:
    1. The Responder 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 Responder shall be liable to the City for any excess costs for similar supplies and services, unless the Responder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Responder.

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 Responder 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 Responder, the conditions stated in the specifications or supplementary conditions shall take precedence.

38. **Permits and Licenses** – The successful responder 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.

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 responder 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 responder 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 the 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 responder 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 responder's affidavit must be submitted by the successful responder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

SPECIAL CONDITIONS

1. **Responder Qualifications** - If requested, the interested Responder must provide a detailed statement regarding the business and technical organization of the Responder 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 Responder is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of responders and of their proposed subcontractors will be considered in making awards.

   If requested by the City, the Responder 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 Responder 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 proposal package.

   The City may make such investigations as it deems necessary, and the Responder 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 Responder 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. **Contract Term** – The contract shall commence upon the City Council's approval for a one-year period. The contract may be extended on an annual basis at the option of the City in its sole and absolute discretion with the appropriation of funds for such services, for up to two additional one-year periods.

3. **Basis of Payment** - The Responder shall submit with each payment request the Responder'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 Responder 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 Responder's request for final payment shall include the Responder'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.

4. **General Guarantee** - Neither the final certificate of payment nor any provision in the Responder Documents, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Responder of liability in respect to any express

warranties or responsibility for faulty materials or workmanship. The Responder 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 Responder 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. **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 Responder, 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 Responder, in the event of default by the Responder. Default is defined as failure of the Responder 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 Responder 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 Responder.

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PO BOX 7726
DALLAS, TX 75209-0726

INSURANCE REQUIREMENTS

The Responder 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 Responder 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 Responder's or its officers', agent's, employees' negligence in the performance of services under this Agreement.

Responders 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. Responder shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Failure of the Responder 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): 01/19/2021

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 have ADDITIONAL INSURED provisions or 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
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Company	12203
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BSN Sports, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75234

COVERAGES **CERTIFICATE NUMBER:** W19901366 **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y		00067824-6	07/30/2020	07/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJ-CAP-6E004847-TIL-20	07/30/2020	07/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			00063341-6	07/30/2020	07/30/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6P863791-20-51-K	07/30/2020	07/30/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Project Location: Athletic Equipment and Uniform Purchase

For Division Branch:1040 Dallas Bid
The United City of Yorkville, together with its officers, agents, employees and engineers are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

United City of Yorkville
Attn: Carri Parker, Purchasing Mgr
800 Game Farm Road
Yorkville, IL 60560 United States

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

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SR ID: 20621793 BATCH: 1954188

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		BSN Sports, LLC 14460 Varsity Brands Way Farmers Branch, TX 75234
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

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SR ID: 20621793 BATCH: 1954188 CERT: W19901366

POLICY NUMBER: TJ-CAP-6E004847-TIL-20 ISSUE DATE: 07-30-2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:
1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Endorsement.

ADDRESS: The address for that person or organization included in such written request from you to us.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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POLICY NUMBER: 00067824-6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL NOTICE OF CANCELLATION TO PARTIES OTHER THAN THE FIRST NAMED INSURED (Limited to email Notification)

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event we decide to cancel this Policy prior to this Policy's expiration date for reasons other than non-payment of premium:

1. If the first Named Insured is under an existing written contractual obligation to notify the other party if this Policy is cancelled; and

2. If the first Named Insured, either directly or through its broker or agent of record has provided the email address to notify such other party;

we will provide notice of cancellation via email to such other party prior to this Policy's cancellation date.

Proof of emailing the other party with notice of this Policy being cancelled is sufficient proof of notice.

This endorsement does not apply when there are instructions to cancel the policy by a premium finance company, which is a cancellation by the insured.

This endorsement does not affect, in any way, coverage under this Policy or the cancellation of this Policy or the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIFICATIONS AND PLANS

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

1. General:

The specifications, described herein, are for athletic uniforms (shirts, pants, caps, belts, and socks) and equipment for the participants of the United City of Yorkville Parks and Recreation athletics. 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 proposal.

C. It is the intent to award this proposal by the best value for the United City of Yorkville based on the values listed by compliance to these specifications.

D. The successful Responder shall make available multiple sets of all garments in this proposal 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 Responder 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 responder 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 responder'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 proposal. These details need to include the size range the responder considers oversize and charges for those items.

J. Delivery of the order must be as follows:
   a. Uniforms
      i. Team Box will be developed for each sport at the time that the uniform order is placed.
   b. Equipment
      i. No packaging specifications needed

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

2. Specifications:

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

I. BASEBALL

A. Uniform Shirts:

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

B. Flex fit Caps:

0. 62% cotton, 36% polyester, 2% spandex material
1. Sturdy comfort stretch sweatband
2. Sizing: XS (6 5/8-7), Sm/Med (7-7¼), Med/Lg (7¼-7 5/8).
3. Bill: Flat
4. Crown: Structured
5. Caps will have a "Y" or the Yorkville Foxes Logo, embroidered in white

C. Regular Caps:

0. 62% cotton, 36% polyester, 2% spandex material
1. Sturdy comfort stretch sweatband
2. Sizing: XS (6 5/8-7), Sm/Med (7-7¼), Med/Lg (7¼-7 5/8).
3. Bill: Flat
4. Crown: Structured
5. Baseball caps will have a "Y", embroidered in white

D. Socks

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

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

II. SOFTBALL

A. Uniform Shirts:

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

B. Visors

0. Visors will have a "Y" or the Yorkville Foxes Logo, embroidered in white
1. Headgear sweatband
2. Sizes: Specific women's fit. One Size Adjustable with Velcro Closure. One size fits most
3. Bill: Curved
4. Crown: Structured
5. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

C. Socks

0. Knee-high length
1. Sizing: Youth (12-4), Intermediate (6-10), Adult (10.5-13.5).
2. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

III. BASEBALL/SOFTBALL COACHES UNIFORM

A. Shirts

0. Polyester-based t-shirts
1. The Yorkville Foxes logo will be silk screened white or black applied to the front left chest.
2. The Yorkville Parks and Recreation logo will be silk screened white or black applied to the left shoulder of each shirt.
3. The listing of 20-30 sponsors, will be silk screened, in white or black applied to the upper back of each shirt.
4. Small shirts have a 28" length up to a 3XL with a 32" length

5. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

B. Hats
   0. Hats will have a "Y" or the Yorkville Foxes Logo, embroidered in white
   1. Fitted hats with flex sizes
   2. Flex fit sizing: XS (6 5/8-7), Sm/Med (7-7¼), Med/Lg (7¼-7 5/8).
   3. Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

IV. BASEBALL/SOFTBALL EQUIPMENT

. Bats
   0. Fastpith Softball (14U-18u)
   1. Fastpitch Softball (10u-12u)
   2. Boys Baseball (12U/13U/14U age groups (-5 to -8))

A. Baseballs (white)
   0. T-Ball (squishy)
   1. Safe-T Baseballs
   2. Baseballs (Standard)

B. Softballs (yellow)
   0. 11-inch Standard
   1. 12-inch Standard

C. Softballs (yellow)
   0. 12-inch Worth USSSA Classic M Gold Dot

D. Catchers Equipment (Black)
   0. Youth T-Ball Sized Full Set
   1. Youth Sized Full Set
   2. Adult Sized Full Set
   3. Adult Sized Helmets Only

E. Batting Helmets (Black)
   0. Youth Batting Helmets
   1. Adult Batting Helmets

F. Scorebooks (standard)

V. BASKETBALL

A. Uniform T-Shirts:
   0. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
   1. The Yorkville Parks and Recreation logo will be silk screened white or black across the chest of each shirt.
   2. Will have sponsor name or "slogan" and numbers silk screened in white or black, centered, on the back, of each shirt.
   3. Font: Cushing.
   4. Size: 10.5" wide by 8.5" tall.
   5. Material
) 50/50 Blend T-Shirt
      a) Small shirts have a 28" length up to a 3XL with a 32" length
      b) Tag less with a lay flat collar

c) Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

B. Uniform Jerseys:

0. Artwork - Samples of the artwork, for silk screening will be made available in different format.
1. The following will be silk screened white or black across the chest of each shirt.

   Yorkville
   Jersey Number
   Recreation

2. Font: Cushing.
3. Size: 10.5" wide by 8.5" tall.
4. Material
) 100% polyester
   a) Small shirts have a 28" length up to a 3XL with a 32" length
   b) Tag less with a lay flat collar
   c) Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

C. Coaches T-Shirts:

0. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
1. The Yorkville Parks and Recreation logo will be silk screened white or black on the front left chest of each shirt.
2. May add sponsor name or "slogan" or "COACH" silk screened in white or black, centered, on the back, of each shirt.
3. Font: Cushing.
4. Size: 10.5" wide by 8.5" tall.
5. Material
) 100% polyester or 50/50 blend
   a) Small shirts have a 28" length up to a 3XL with a 32" length
   b) Tag less with a lay flat collar
   c) Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

VI. SOCCER

. Uniform T-Shirts:

0. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
1. The Yorkville Parks and Recreation logo will be silk screened white, black or red on the front left chest of each shirt.
2. Font: Cushing.
3. Size: 10.5" wide by 8.5" tall.
4. Material
) 100% polyester
   a) Will need to be reversable with two specific colors on each side
   b) Small shirts have a 28" length up to a 3XL with a 32" length
   c) Tag less with a lay flat collar

d) Colors: Yellow, Navy, Black, Orange, Red, White, Columbia Blue, Purple, Safety Yellow, Safety Orange, Kelly Green, Grey

A. Coaches T-Shirts:

0. Artwork - Samples of the artwork, for silk screening will be made available in different format (Exhibit A).
1. The Yorkville Parks and Recreation logo will be silk screened white or black on the front left chest of each shirt.
2. May add sponsor name or "slogan" or "COACH" silk screened in white or black, centered, on the back, of each shirt.
3. Font: Cushing.
4. Size: 10.5" wide by 8.5" tall.
5. Material

) 100% polyester or 50/50 blend

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

PROPOSAL COST 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:

Sport	Season	Item	Estimated Quantity	Unit Cost	Total Cost
Basketball	Winter	T-Shirts G800	100-175	$ 10.00	$ 1,750.00
Basketball	Winter	Jerseys 560K/A	300-400	$ 18.75	$ 7,500.00
Basketball	Winter	Coaches Shirts 5100	50-100	$ 9.00	$ 900.00
				BASKETBALL WINTER TOTAL	**$ 10,150.00**
Basketball	Summer	T-Shirts G800	100-150	$ 10.00	$ 1500.00
Basketball	Summer	Coaches Shirts 5100	10-25	$ 11.50	$ 287.50
				BASKETBALL SUMMER TOTAL	**$ 1,787.50**
Soccer	Spring	T-Shirts Reversible Jersey HL3229011100	100	$ 22.00	$ 2,200.00
Soccer	Spring	Coaches Shirts 5100	40-75	$ 9.00	$ 675.00
				SOCCER SPRING TOTAL	**$ 2,875.00**
Soccer	Fall	T-Shirts Reversible Jersey HL3229011100	100	$ 22.00	$ 2,200.00
Soccer	Fall	Coaches Shirts 5100	40-75	$ 9.00	$ 675.00
				SOCCER FALL TOTAL	**$ 2,875.00**
Baseball/Softball	Fall	T-Shirts 5100	300-400	$ 14.75	$ 5,900.00
Baseball/Softball	Fall	Hats GL-271	200-300	$ 6.25	$ 1,875.00
				BASEBALL/SOFTBALL FALL TOTAL	**$ 7,775.00**
Baseball/Softball	Spring	T-Shirts 5100	500-600	$ 13.75	$ 8,250.00
Baseball/Softball	Spring	Hats GL-271	300-400	$ 6.25	$ 2,500.00
Baseball/Softball	Spring	Socks C205/C204/C220	500-600	$ 2.20	$ 1,320.00
Baseball/Softball	Spring	Coaches Shirts 5100	75-100	$ 8.75	$ 875.00
Baseball/Softball	Spring	Coaches/ High School Age Hats MWS-25	125-200	$ 9.75	$ 1,950.00
Baseball/Softball	Spring	Coaches Visors (Flex Fit)	10-20	$ 6.75	$ 135.00
				PCTV-100 **BASEBALL/SOFTBALL SPRING TOTAL**	**$ 15,030.00**

PLEASE Contact Ryan Woods 630 267-0731 cell # for questions or orders on cloth items
or
630 405-6318 - office
rwoods@bsnsports.com

Macgregor 1186802

	Baseball/Softball	Equipment	Catchers Set (Adult)		10	$ 127.87	$1278.70
Macgregor	Baseball/Softball	Equipment	Catchers Set (Youth) 1186833		5	$ 86.88	$ 434.40
Rawlings	Baseball/Softball	Equipment	Adult Catcher Helmets 1386396		10	$ 38.00	$ 380.00
Rawlings	Softball RWFPLP 10	Equipment	Fastpitch Softball Bat (14u-18u) 32" oz 3		3	$ 266.00	$ 798.00
	Softball Rawlings	Equipment	Fastpitch Softball Bat (10u-12u) RWFPE212	27" - 32" 3		$ 43.00	$ 129.00
	Baseball Easton	Equipment	Boys Baseball Bats (31' & 32") EAA 112908		6	$ 64.00	$ 384.00
	Baseball Mark1	Equipment	Youth Baseballs (hardball) BSOLB		36 dozen	$ 34.63	$ 1246.68
	Baseball Macgregor	Equipment	Youth Baseballs (safety ball) MCBSSV05 Level 5		20 dozen	$ 39.38	$ 787.60
	Baseball Macgregor	Equipment	T-ball Safety Baseball (squishy) MCBSLT6X		20 dozen	$ 17.88	$ 357.60
MCSB12YL	Softball Macgregor	Equipment	Youth Softballs (11")		12 dozen	$ 41.68	$ 500.16
MCSB12YL	Softball Macgregor	Equipment	Youth Softballs (12")		12 dozen	$ 41.88	$ 502.56
	Softball 1265774 Worth	Equipment	Worth USSSA Classic M Gold Dot 12" softball		40 dozen	$ 58.77	$ 2350.80
BSN MSBASBOK	Baseball/Softball	Equipment	Standard Scorebooks		60	$ 4.58	$ 274.80
						BASEBALL/SOFTBALL EQUIPMENT TOTAL	$9,424.30

BSN SPORTS LLC
Business Name

Craig A. Mostaffa — Senior Bid Specialist
Printed Name — Title

Craig A Mostaffa — 01/19/2021
Signature — Date

800 527 7510 — bsnbid@bsnsports.com
Phone Number — Email Address

View items @ www.bsnsports.com

Ryan Woods Sales Professional
630 269-0731 Cell
or
630 405-6398 Office
rwoods@bsnsports.com

TERMS NET 30 Days
DELIVERY 2-5 Days No
PRICES FIRM Through 01/28/2022
F.O.B. DESTINATION Only

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

CERTIFICATIONS

The undersigned responder;

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 (Proposal rigging) or 33E-4 (Proposal rotating) of Act 5, Chapter 720 of the Illinois Complied 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 Complied Statutes. and

C. States that is 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, 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

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).

BSN Sports LLC	
Business Name	
Craig A. Mostaffa	Senior Bid Specialist
Printed Name	Title
Craig A Mostaffa	01/19/2021
Signature	Date
800 527 7510	bsnbid@bsnsports.com
Phone Number	Email Address

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

N/A

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Value of Work | Nature of Work

Subcontractor No. 2

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Value of Work | Nature of Work

Subcontractor No. 3

Business Name

Address | City, State, Zip Code

Contact Person | Telephone Number

Value of Work | Nature of Work

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

REFERENCES

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

Reference No. 1

Yorkville Youth Tackle Football
Business Name

P.O. Box 764 — Yorkville, IL. 60560
Address — City, State, Zip Code

Derek Zook — 630 272 2329
Contact Person — Telephone Number

2014 - present — Athletic Equipment/ Cloth
Dates of Service — Nature of Work

Reference No. 2

Genoa-Kingston High School
Business Name

980 Park Avenue — Genoa, IL 60135
Address — City, State, Zip Code

Phil Jerbi — 815 784 5111
Contact Person — Telephone Number

2009 - present — Athletic Equipment / Cloth
Dates of Service — Nature of Work

Reference No. 3

Yorkville Youth Baseball/Softball Association
Business Name

635 Andrea Court — Yorkville, IL 60560
Address — City, State, Zip Code

Brian Giele / Rusty Hyett — 630 797 0918 / 630 800 5043
Contact Person — Telephone Number

2012 - present — Athletic Equipment/ Cloth
Dates of Service — Nature of Work

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the proposal. It is not our intention to prohibit any potential responder 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.

Responder's exceptions are:

Uniforms will be packaged by team, not player

Fill ins / Replacement jerseys to be priced separately - as needed

Samples Available upon request

Contact Sales Professional Ryan Woods 630 264-0731 Cell
630 405-6394 Office
rwoods@bsnsports.com

for orders and questions on cloth items and sales call contact

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

UNITED CITY OF YORKVILLE
CONTRACT

THIS CONTRACT made this 4th day of MARCH, 2021, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and BSN SPORTS LLC located at _____ hereinafter called the "*Responder*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in the Request for Proposal for the Purchase of Athletic Equipment and Uniforms;

WHEREAS, the Owner has found that the Responder is the lowest responsible responder for said work and has awarded the Responder 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 Responder agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the proposal in accordance with the conditions and prices stated in the Request For Proposal, General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, 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 Responder 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:
Lisa Pickering
City Clerk

RESPONDER:

By: Craig A Mostaffa
Signature

Attest:
Cynthia Mostaffa
Witness

Craig A. Mostaffa Senior Bid Specialist
Print Name and Title

EXHIBIT A

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

YORKVILLE
PARKS & RECREATION

YORKVILLE
FOXES

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	■

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2021-13

Agenda Item Summary Memo

Title: Fireworks Contract Extension and Budget Amendment

Meeting and Date: City Council – January 11, 2022

Synopsis: _____

_____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

_____

Submitted by: Tim Evans (Name) Parks and Recreation (Department)

Agenda Item Notes:

_____

_____

_____

_____

_____

Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: January 3, 2022
Subject: Annual Fireworks Display Contract Approval

Summary

Review and approval of the City's Annual Fireworks Display Contract extension and corresponding budget amendment.

Background

Approximately 9 years ago, staff members of the City's Parks & Recreation Department began volunteering with the Yorkville Area 4th of July Celebration committee in organizing the annual Yorkville Area 4th of July event and fireworks show. The City graciously offered to continue with police assistance, loan equipment (such as barricades, cones, utility vehicles, port-a-lets etc.) as well as created a "City 4th of July" account to collect revenues and pay expenses.

Since City staff started volunteering with the Yorkville Area 4th of July Celebration, the City has added three additional fireworks shows, St. Patrick's, Holiday Celebration & a Summer Kick Off, for residents to enjoy. As part of the 2022 City fireworks shows, staff will need to sign a fireworks contract that will exceed $25,000.

To receive the best purchase prices, Parks & Recreation staff and the City's Purchasing Manager, created the attached 2021 fireworks Request for Proposal (RFP). Proposals were accepted between Thursday, February 25, 2021 and 10:00am on Tuesday, March 9, 2021. The current contract was approved by the Council at their March 23, 2021 meeting.

One fireworks manufacturer submitted a proposal, Mad Bomber Fireworks Productions, who the City and the 4th of July Committee has contracted with for many years. The 2022 proposal is attached with the four fireworks show costing a total of $46,400.

This original one-year contract has the option for two one-year renewals. As part of the budget process, staff is bringing the contract to the Council for the first of the one-year renewal in 2022.

In order to formally extend the contract for another year, we must amend the current year (FY 22) budget, as any contractual commitment of the City to expend funds must be followed by a subsequent appropriation per State Statute. Since three of the four firework shows will not take place until next fiscal year (the St. Patrick's Day show is already appropriated in the FY 22 budget), staff would roll the current year amended amount of $35,000 (approximately three quarters of $46,400) into FY 23, as part of the annual budget process. To keep the amendment as simple as possible, only the program supplies line item in the Recreation Department cost center of the (79) Parks & Recreation Fund has been adjusted. The actual financing

mechanism(s) (i.e., program revenues, General Fund transfer, etc.) will be determined as part of the FY 23 budget process. On paper, this amendment will reduce fund balance by $35,000 (by increasing Recreation program supplies from $250,000 to $285,000); however, in actuality this amendment will have no budgetary effect, since the actual expenditures will not be incurred until FY 23.

Recommendation

Staff seeks City Council approval of the attached budget amendment in order to execute the Mad Bomber Fireworks Productions contract proposal in the amount of $46,400 for the four City fireworks shows in 2022.

Ordinance No. 2022-____

AN ORDINANCE AUTHORIZING THE FOURTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2021 AND ENDING ON APRIL 30, 2022

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2021-11 on April 27, 2021 adopting an annual budget for the fiscal year commencing on May 1, 2021 and ending on April 30, 2022; and,

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

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

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Parks & Recreation fund with respect to the United City of Yorkville's 2021-2022 Budget are hereby approved.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2022.

_____
CITY CLERK

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

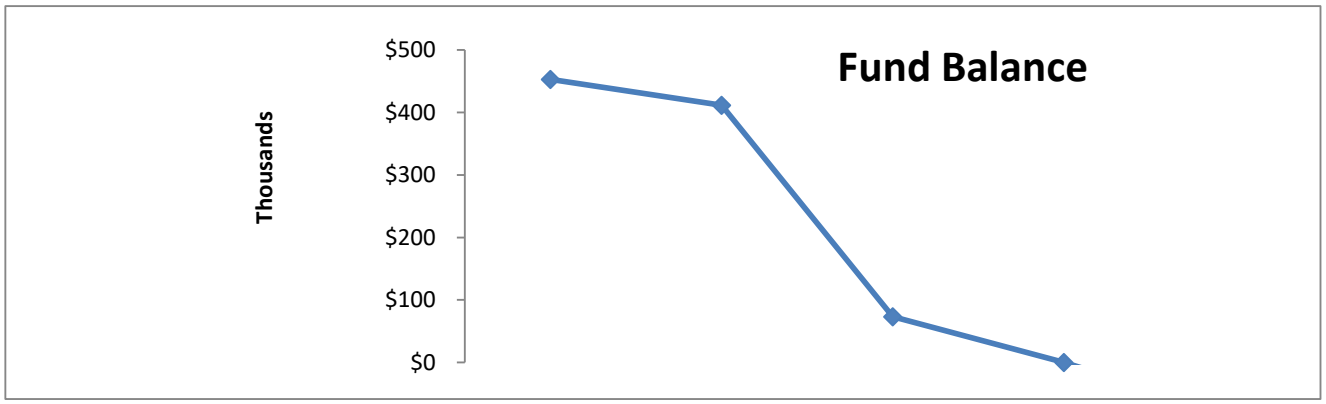
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____
MAYOR

PARKS & RECREATION FUND (79)

This fund accounts for the daily operations of the Parks and Recreation Department. Programs, classes, special events and maintenance of City wide park land and public facilities make up the day to day operations. Programs and classes consist of a wide variety of options serving children through senior citizens. Special events range from Music Under the Stars to Home Town Days. City wide maintenance consists of over two hundred acres at more than fifty sites including buildings, boulevards, parks, utility locations and natural areas.

	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Revenue					
Charges for Service	$ 660,970	$ 527,941	$ 319,033	$ 984,250	$ 984,250
Investment Earnings	1,534	1,333	250	250	250
Reimbursements	23,137	14,147	5,040	-	-
Miscellaneous	275,720	223,430	65,760	223,709	223,709
Total Revenue	**$ 961,361**	**$ 766,851**	**$ 390,083**	**$ 1,208,209**	**$ 1,208,209**
Other Financing Sources	1,274,699	1,410,988	1,596,578	1,434,849	1,434,849
Total Revenue & Transfers In	**$ 2,236,060**	**$ 2,177,839**	**$ 1,986,661**	**$ 2,643,058**	**$ 2,643,058**
Expenditures					
Salaries	$ 972,011	$ 1,043,046	$ 1,041,000	$ 1,232,462	$ 1,232,462
Benefits	393,482	438,889	445,410	511,964	511,964
Contractual Services	355,673	269,209	547,720	423,588	423,588
Supplies	468,833	468,126	291,016	598,044	633,044
Total Expenditures	**$ 2,189,999**	**$ 2,219,270**	**$ 2,325,146**	**$ 2,766,058**	**$ 2,801,058**
Surplus (Deficit)	$ 46,061	$ (41,431)	$ (338,485)	$ (123,000)	$ (158,000)
Ending Fund Balance	**$ 452,914**	**$ 411,485**	**$ 73,000**	**$ -**	**$ (85,000)**
	20.7%	*18.5%*	*3.1%*	*0.0%*	*-3.0%*



United City of Yorkville
Parks and Recreation Fund

79

PARKS AND RECREATION FUND REVENUE

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Charges for Services						
79-000-41-00-4165	FEDERAL GRANTS-ARP FUNDS	$ -	$ -	$ -	$ 334,250	$ 334,250
79-000-41-00-4175	OSLAD GRANT - RIVERFRONT PARK	81,815	-	-	-	-
79-000-44-00-4402	SPECIAL EVENTS	88,828	83,523	10,000	90,000	90,000
79-000-44-00-4403	CHILD DEVELOPMENT	143,949	129,116	75,000	145,000	145,000
79-000-44-00-4404	ATHLETICS AND FITNESS	318,981	272,906	230,000	370,000	370,000
79-000-44-00-4441	CONCESSION REVENUE	27,397	42,396	4,033	45,000	45,000
	Total: Charges for Services	**$ 660,970**	**$ 527,941**	**$ 319,033**	**$ 984,250**	**$ 984,250**
Investment Earnings						
79-000-45-00-4500	INVESTMENT EARNINGS	$ 1,534	$ 1,333	$ 250	$ 250	$ 250
	Total: Investment Earnings	**$ 1,534**	**$ 1,333**	**$ 250**	**$ 250**	**$ 250**
Reimbursements						
79-000-46-00-4690	REIMB - MISCELLANEOUS	$ 23,137	$ 14,147	$ 5,040	$ -	$ -
	Total: Reimbursements	**$ 23,137**	**$ 14,147**	**$ 5,040**	**$ -**	**$ -**
Miscellaneous						
79-000-48-00-4820	RENTAL INCOME	$ 53,208	$ 57,539	$ 55,000	$ 66,209	$ 66,209
79-000-48-00-4825	PARK RENTALS	15,714	18,259	1,588	17,500	17,500
79-000-48-00-4843	HOMETOWN DAYS	118,141	124,328	-	120,000	120,000
79-000-48-00-4846	SPONSORSHIPS & DONATIONS	14,577	18,154	4,172	15,000	15,000
79-000-48-00-4850	MISCELLANEOUS INCOME	74,080	5,150	5,000	5,000	5,000
	Total: Miscellaneous	**$ 275,720**	**$ 223,430**	**$ 65,760**	**$ 223,709**	**$ 223,709**
Other Financing Sources						
79-000-49-00-4901	TRANSFER FROM GENERAL	$ 1,274,699	$ 1,410,988	$ 1,596,578	$ 1,434,849	$ 1,434,849
	Total: Other Financing Sources	**$ 1,274,699**	**$ 1,410,988**	**$ 1,596,578**	**$ 1,434,849**	**$ 1,434,849**
	Total: PARKS & REC REVENUE	**$ 2,236,060**	**$ 2,177,839**	**$ 1,986,661**	**$ 2,643,058**	**$ 2,643,058**

United City of Yorkville
Parks and Recreation Fund

790

PARKS DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Salaries						
79-790-50-00-5010	SALARIES & WAGES	$ 485,017	$ 539,106	$ 590,000	$ 659,709	$ 659,709
79-790-50-00-5015	PART-TIME SALARIES	49,603	48,917	15,000	62,500	62,500
79-790-50-00-5020	OVERTIME	4,283	3,594	7,500	5,000	5,000
	Total: Salaries	**$ 538,903**	**$ 591,617**	**$ 612,500**	**$ 727,209**	**$ 727,209**
Benefits						
79-790-52-00-5212	RETIREMENT PLAN CONTRIBUTION	$ 51,004	$ 54,761	$ 70,570	$ 70,935	$ 70,935
79-790-52-00-5214	FICA CONTRIBUTION	39,628	43,472	48,830	53,594	53,594
79-790-52-00-5216	GROUP HEALTH INSURANCE	130,395	153,228	150,990	173,195	173,195
79-790-52-00-5222	GROUP LIFE INSURANCE	570	617	645	1,149	1,149
79-790-52-00-5223	DENTAL INSURANCE	9,509	10,748	9,545	11,605	11,605
79-790-52-00-5224	VISION INSURANCE	1,354	1,510	1,544	1,734	1,734
	Total: Benefits	**$ 232,460**	**$ 264,336**	**$ 282,124**	**$ 312,212**	**$ 312,212**
Contractual Services						
79-790-54-00-5412	TRAINING & CONFERENCES	$ 725	$ 4,249	$ 3,000	$ 9,000	$ 9,000
79-790-54-00-5415	TRAVEL & LODGING	1	-	-	3,000	3,000
79-790-54-00-5422	VEHICLE & EQUIPMENT CHARGEBACK	90,000	-	385,000	88,866	88,866
79-790-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	5,218	8,209	875	-	-
79-790-54-00-5440	TELECOMMUNICATIONS	6,786	8,367	8,100	8,250	8,250
79-790-54-00-5462	PROFESSIONAL SERVICES	10,105	7,960	11,400	11,400	11,400
79-790-54-00-5466	LEGAL SERVICES	645	591	1,000	1,000	1,000
79-790-54-00-5485	RENTAL & LEASE PURCHASE	2,770	1,691	2,500	8,055	8,055
79-790-54-00-5495	OFFICE CLEANING	2,435	2,341	3,385	3,487	3,487
79-790-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	42,578	32,234	18,000	40,000	40,000
	Total: Contractual Services	**$ 161,263**	**$ 65,642**	**$ 433,260**	**$ 173,058**	**$ 173,058**
Supplies						
79-790-56-00-5600	WEARING APPAREL	$ 4,905	$ 3,390	$ 6,220	$ 6,220	$ 6,220
79-790-56-00-5620	OPERATING SUPPLIES	40,658	24,447	28,000	25,000	25,000
79-790-56-00-5630	SMALL TOOLS & EQUIPMENT	5,801	4,541	6,000	11,000	11,000
79-790-56-00-5640	REPAIR & MAINTENANCE	58,771	66,190	35,000	71,000	71,000
79-790-56-00-5646	ATHLETIC FIELDS & EQUIPMENT	51,163	52,081	5,000	55,000	55,000
79-790-56-00-5695	GASOLINE	23,231	20,321	20,396	21,824	21,824
	Total: Supplies	**$ 184,529**	**$ 170,970**	**$ 100,616**	**$ 190,044**	**$ 190,044**
	Total: PARK DEPT EXPENDITURES	**$ 1,117,155**	**$ 1,092,565**	**$ 1,428,500**	**$ 1,402,523**	**$ 1,402,523**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Salaries						
79-795-50-00-5010	SALARIES & WAGES	$ 338,230	$ 362,352	$ 376,000	$ 386,753	$ 386,753
79-795-50-00-5015	PART-TIME SALARIES	18,784	14,151	2,500	23,500	23,500
79-795-50-00-5045	CONCESSION WAGES	8,023	11,389	5,000	15,000	15,000
79-795-50-00-5046	PRE-SCHOOL WAGES	34,324	31,664	30,000	40,000	40,000
79-795-50-00-5052	INSTRUCTORS WAGES	33,747	31,873	15,000	40,000	40,000
	Total: Salaries	**$ 433,108**	**$ 451,429**	**$ 428,500**	**$ 505,253**	**$ 505,253**
Benefits						
79-795-52-00-5212	RETIREMENT PLAN CONTRIBUTION	$ 34,687	$ 35,840	$ 43,000	$ 45,446	$ 45,446
79-795-52-00-5214	FICA CONTRIBUTION	32,343	33,656	32,500	37,238	37,238
79-795-52-00-5216	GROUP HEALTH INSURANCE	86,065	96,861	80,171	107,479	107,479
79-795-52-00-5222	GROUP LIFE INSURANCE	440	449	417	748	748
79-795-52-00-5223	DENTAL INSURANCE	6,539	6,763	6,178	7,685	7,685
79-795-52-00-5224	VISION INSURANCE	948	984	1,020	1,156	1,156
	Total: Benefits	**$ 161,022**	**$ 174,553**	**$ 163,286**	**$ 199,752**	**$ 199,752**
Contractual Services						
79-795-54-00-5412	TRAINING & CONFERENCES	$ 4,074	$ 3,753	$ 1,500	$ 5,000	$ 5,000
79-795-54-00-5415	TRAVEL & LODGING	35	847	-	3,000	3,000
79-795-54-00-5424	COMPUTER REPLACEMENT CHARGEBACK	3,799	5,847	875	1,770	1,770
79-795-54-00-5426	PUBLISHING & ADVERTISING	55,361	34,208	5,000	55,000	55,000
79-795-54-00-5440	TELECOMMUNICATIONS	9,034	10,319	8,750	8,750	8,750
79-795-54-00-5447	SCHOLARSHIPS	-	-	-	2,500	2,500
79-795-54-00-5452	POSTAGE & SHIPPING	6,322	3,353	3,500	3,500	3,500
79-795-54-00-5460	DUES & SUBSCRIPTIONS	3,139	2,737	3,000	3,000	3,000
79-795-54-00-5462	PROFESSIONAL SERVICES	91,593	120,436	65,000	140,000	140,000
79-795-54-00-5480	UTILITIES	13,205	12,524	13,275	14,072	14,072
79-795-54-00-5485	RENTAL & LEASE PURCHASE	1,711	1,376	3,000	3,000	3,000
79-795-54-00-5488	OFFICE CLEANING	3,876	6,318	7,560	7,938	7,938
79-795-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	2,261	1,849	3,000	3,000	3,000
	Total: Contractual Services	**$ 194,410**	**$ 203,567**	**$ 114,460**	**$ 250,530**	**$ 250,530**

United City of Yorkville
Parks and Recreation Fund

795

RECREATION DEPARTMENT EXPENDITURES

Account	Description	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Adopted Budget	FY 2022 Amended Budget
Supplies						
79-795-56-00-5602	HOMETOWN DAYS SUPPLIES	$ 110,986	$ 124,197	$ 15,000	$ 120,000	$ 120,000
79-795-56-00-5606	PROGRAM SUPPLIES	139,495	141,280	87,400	250,000	285,000
79-795-56-00-5607	CONCESSION SUPPLIES	14,482	15,346	8,000	18,000	18,000
79-795-56-00-5610	OFFICE SUPPLIES	1,968	1,849	3,000	3,000	3,000
79-795-56-00-5620	OPERATING SUPPLIES	16,407	13,458	75,000	15,000	15,000
79-795-56-00-5640	REPAIR & MAINTENANCE	966	1,026	2,000	2,000	2,000
	Total: Supplies	**$ 284,304**	**$ 297,156**	**$ 190,400**	**$ 408,000**	**$ 443,000**
	Total: RECREATION EXPENDITURES	**$ 1,072,844**	**$ 1,126,705**	**$ 896,646**	**$ 1,363,535**	**$ 1,398,535**

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL, ELGIN, IL 60124 **Ph.**(847) 464-1442 **Fax 847 464-1388**

REVISED CONTRACT/AGREEMENT FROM 11/29/21

To: United City of Yorkville Fax # 630 553-7575/4360

ATTENTION: **TIM EVANS / SHAY**

Re; FIREWORKS DISPLAYs - 2022 with (4) DATES

- **(Please Sign & Return Contact Agreement)**
- Certificate of Insurance and other Documents to be sent
- Largest shell size is 5" Diameter 4TH only
- 350' Distance N.F.P.A. #1123 4th only

WE HAVE A DEDICATED FAX LINE
PLEASE RE-SUBMIT YOUR FAX TO THIS # 847 464-1388

THANK YOU, DAN P. MILLER
E-Mail dan@madbomberfireworks.com

P.S. PLEASE CALL ME IF YOU HAVE ANY QUESTIONS AT ALL...

MAD BOMBER

FIREWORKS PRODUCTIONS
3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 **Fax** (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

UNITED CITY OF YORKVILLE

Annual INDEPENDENCE DAY Celebration

ST. PATRICKS DAY / MEMORIAL DAY / HOLIDAY UNDER THE STARS - EVENTS

MARCH 12th, MAY 26th, JULY 4th, NOVEMBER 19th, 2022'

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE $46,400.00
INCLUDES THE FOLLOWING:

FOUR - Intense Presentations

Ten Million Dollars Liability Insurance.

Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge during 2022 year.

Choreographed Display Productions.

MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

This contract entered into this 2nd day of DECEMBER, 2021 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and UNITED CITY OF YORKVILLE 800 GAME ROAD YORKVILLE , IL
Herein after referred to as Buyer, of: UNITED CITY OF YORKVILLE State Illinois 60560

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of $46,400 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 4th day of JULY, 2022, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.

2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of $10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..

7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any. See Attachments: INCLUDES (4) Display Dates: 03/12/22, 05/26/22, 07/04/22, 11/19/22. Display price does not include local fire protection permit fees. RAIN DATE_:_____2022.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By Dan D. Miller
Sr. Vice President

Date 11/26/21 REVISED 12/02/22

BUYER

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date _____

Resolution No. 2021-14

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING A ONE-YEAR CONTRACT FOR FIREWORKS DISPLAY SERVICES THROUGH MAD BOMBER FIREWORKS PRODUCTIONS, LAPORTE, INDIANA IN THE AMOUNT OF $34,800.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "*Municipal Code*") (65 ILCS 5/65-1-1-2, *et* seq.); and,

WHEREAS, the city solicited bids for fireworks display services in accordance with the competitive purchasing process as required by City Code and the Illinois Procurement Code (30 ILCS 500 et.seq.); and

WHEREAS, it is in the best interest of the City to authorize a contract for the provide fireworks display services through Mad Bomber Fireworks Productions, Laporte, Indiana, substantially in the form attached hereto marked as "Exhibit A".

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

Section 1. That the City is hereby committed to meet all of the requirements as set forth in "Exhibit A".

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the contract, Resolution of Authorization and to undertake any and all actions as may be required to implement the terms of the contract.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 23rd day of March, A.D. 2021.

Lisa Pickering

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 31st day of MARCH, A.D. 2021.

MAYOR

Attest:

Lisa Pickering

CITY CLERK

MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

This contract entered into this 23rd day of March , 2021 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and
the United City of Yorkville

Herein after referred to as Buyer, of Yorkville State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase four Fireworks Displays in accordance with the program agreed upon. Buyer will pay Seller a sum of $34,800.00 for said Displays. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present two Fireworks Displays on the evening of the July 4, 2021 one near Thanksgiving, 2021 and one near St Patrick's Day 2022, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of $10,000,000.00 for the benefit of both the Buyer and Seller.

7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to included Attachments, if any. See Attachments:
Yorkville July 4, $20,000.00. Yorkville St Pat's $7,400.00 Yorkville Holiday $7,400.00.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

By Dan D. Miller

Dan Miller, Senoir Vice President

Date 04/14/21

BUYER

By _____

(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date 4/20/21

Print Name JOHN PURCELL, MAYOR

Address 800 GAME FARM RD.
YORKVILLE, IL 60560

Phone 630-553-4350

EXHIBIT A - MAD BOMBER CONTRACT

Village of Oswego

REQUEST FOR PROPOSALS

Request:	Proposals for Fireworks Display Services
Project Number:	21-1000-001
Issue Date:	February 25, 2021
Last Date for Questions:	Wednesday, March 3, 2021, 9:00 AM
Addendum Posted:	Friday, March 5, 2021, 12:00 PM
Proposals Due:	Tuesday, March 9, 2021, 10:00 AM

Proposal Submission Link: www.demandstar.com

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village's bidding portal by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:
Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

LEGAL NOTICE
REQUEST FOR PROPOSAL FOR FIREWORKS DISPLAY SERVICES

The Village of Oswego and the United City of Yorkville will be accepting proposals for Fireworks Display Services until **Tuesday, March 9, 2021, at 10:00 AM local time**.

Project Title: Fireworks Display Services
Proposal No. 21-1000-001

Proposals must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to cparker@oswegoil.org until Wednesday, March 3, 2021, at 9:00 AM local time. Responses will be posted in DemandStar by Friday, March 5, 2021, at 12:00 PM local time.

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

Carri Parker
Purchasing Manager

SHOW DESIGN

The Village of Oswego and United City of Yorkville (hereafter known as the "Client") are soliciting proposals from qualified and licensed Fireworks Display Vendors (hereafter known as the "Display Operator") for public events throughout the year. The Display Operator shall provide all labor, material, and equipment for the presentation of an innovative and attractive aerial pyrotechnic display visible to an audience viewing from any area vantage points not immediately adjacent to the discharge site. Vendors are permitted to use their expertise to vary in the specifics of the materials to achieve an attractive and well-organized display.

The general quantity and sizes of shells may not be significantly altered. To achieve this objective, the Display Operator is urged to include as many high bursting pieces as possible, allowing for appropriate layering and balance of the overall program with no perceptible breaks or gaps in the display. The program shall not include fixed ground displays. The display shall include a distinct opening and an even more distinct finale. Shell size shall be limited to maximum allowable diameter according to the safety zone of each site. The Display Operator shall submit the number and size shells to be used at each site. Vendors must also include the type and design of all shells and cakes for each site for a continuously fired show. It is required that the Display Operator visit the site to appropriately design the displays with shell sizes according to the safety zone of the site and to meet with the applicable municipal team for a site visit in advance of the display. The attached Exhibit A list of shells shall serve as the basis for this project.

1. DEFINITIONS

The words and phrases set forth below in bold print are defined as follows:

Firework Display: An entertainment feature at which the public or a private group is admitted or permitted to view the display or discharge of fireworks.

Set-Up of Display: The installation of all equipment and the loading of the fireworks on the equipment, which are to be used by the Display Operator in the performance of the Fireworks Display under this Contract.

Tear-Down of Display: The removal of all equipment utilized by the Display Operator in the performance of the Fireworks Display, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.

Clean-Up of Display: The removal of large pieces of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.

Fireworks Display Site: The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Fireworks Display Site

shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Fireworks Display Site at any time. It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Fireworks Display Site.

Discharge Site: The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Fireworks Display.

Fallout Area: The designated area in which debris is intended to fall after fireworks devices are fired.

Separation Area: The area between the Discharge Site and the area(s) from which spectators observe the Fireworks Display.

Rain Date: An agreed upon alternate date for the presentation of the Fireworks Display when unsafe weather conditions, as determined by the Display Operator, Vendor, Fire Dept. Rep. or Police Dept. Rep, require the postponement of such Fireworks Display.

2. EVENT INFORMATION (Dates/Times/Locations may change)

Oswego

- Fourth of July, 7/4, 20-minute intense fireworks display

Yorkville

- Fourth of July, 7/4, 25-minute intense fireworks display
- Holiday Celebration, Saturday before Thanksgiving, 15-minute intense fireworks display
- St. Patrick's Day Celebration, on/around 3/17, 15-minute intense fireworks display

3. DISPLAY OPERATOR QUALIFICATIONS

- The Display Operator must have at least five (5) years' experience in providing fireworks and pyrotechnic displays.

- Display Operator must include a copy of current Department of Transportation Research and Special Programs Administration (RSPA) hazardous material certificate of registration.

- Display Operator must include a copy of current Office of the Illinois State Fire Marshal (OSFM) pyrotechnic license and distributor license.

- Display Operator must include a copy of current Bureau of Alcohol, Tobacco and Firearms (BATF) Federal license or Letter of Authorization.

4. DISPLAY OPERATOR RESPONSIBILITIES

- To design and produce Fireworks Display choreography.

- The Display Operator shall be responsible for all loading, unloading, setting up, breaking down, etc. of all equipment used for the display.

- The Display Operator shall provide a performance bond in the amount of the contract price.

- The Display Operator shall be responsible for providing all safety equipment, tools, and materials involved in the execution of the fireworks display, including but not limited to mortar racks, containers, sand, lumber, stakes, etc. Consequently, any damage or injuries incurred during the execution of the display will be 100% the liability of the vendor.

- The Display Operator shall be responsible for providing approved, operational fire extinguishers of the appropriate classification and they shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

- To determine that there is adequate darkness, the Fireworks Display Site is secure, and the conditions are safe to proceed Vendor must give the Display Operator a verbal "go ahead" to proceed before the display(s) may commence. It is agreed that, should unsafe conditions arise during the performance of the Fireworks Display, the Display Operator may halt the display. The Display Operator may resume the Fireworks Display if/when Display Operator determines safe conditions are restored.

- The Display Operator shall be responsible for the removal of all materials and shall complete a walk of the entire fallout zone of the site at the conclusion of the display to ensure that all debris and unexploded shells are removed and/or properly handled. Display Operator must be available to return the following morning in the case that any fireworks are found in the daylight that hadn't been detonated, so that it can be disposed of properly.

- The Display Operator shall be responsible for thoroughly cleaning a 450-foot radius of the launch area immediately upon completion of the show. Additionally, the Display Operator is responsible for filling of any holes or other damage caused as a result of the display. A second search of the area shall be completed in daybreak of the morning following the event.

- The transportation and storage of fireworks shall be in compliance with the regulations of the U.S. Department of Transportation, 41CFR170-189 and 390-

399, and all state and local motor vehicle laws applicable to the area through which all fireworks are transported.

- All firework materials shall be packaged and shipped in compliance with all applicable laws and ordinances (Federal, State and Local) for delivery and storage of fireworks and explosives. Packaging to be in sealed weather protected, heavy duty containers to prevent deterioration due to moisture and/or other contamination.

- The Display Operator shall at all times during the preparation of the display, during the actual display and immediately after the display, maintain a safe and clean operating environment.

- All pyrotechnic materials shall be top grade 1.3 display fireworks and have been factory tested by the manufacturer to assure their individual quality, performance and safety. See Exhibit B for approved list.

- The display shall be conducted in accordance with the National Fire Protection Association (NFPA) Standard 1123 for the outdoor display of fireworks.

- Motors shall be installed in motor racks properly anchored to the ground and shall be the proper diameter for the shells in accordance with NFPA 1123.

- No aerial display shall be fired when winds exceed 20 MPH or when other conditions exist which are deemed unsafe by the Lead Pyrotechnician, Fire Representative, Police Representative, or the Client.

- All fireworks shall be electronically fired. There shall be no exceptions or substitutions.

- The Display Operator shall coordinate with the Fire Chief, or his designee, for a continuity check upon completion of setup.

- Only essential personnel shall be permitted within the safe zone during the show.

5. CLIENT'S RESPONSIBILITIES:

- To provide sufficient area for the display, including a minimum spectator set back of 300 feet at all points from the discharge area by roping off or other suitable means agreed upon by both the Display Operator and Client.

- To control traffic on the streets in the immediate area of the shoot site and provide a representative from the Client as a contact in the event pedestrians need removal from the roped off area of the shoot site.

- To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site.

6. RAIN DATE

In the event it is determined that weather conditions or force majeure require the postponement of the Fireworks Display, the Rain Date will be scheduled at a mutually agreed upon date, time and location in the future. If it is determined that weather conditions or force majeure on the Rain Date are such as to require a further delay, the parties will agree upon a secondary Rain Date at a mutual date, time, and location in the future. Client will not be responsible for any out-of-pocket expenses incurred as a result of the postponement of the Fireworks Display.

7. CONTRACT TERM

The term of this contract is for one year with two one-year renewals at the discretion of the corporate authorities for each municipality.

8. TERMINATION

This Agreement may be terminated by either Party for any reason by giving, at least, thirty (30) days prior written notice of such termination to the other Party.

Each municipality reserves the right to terminate the whole or any part of the display(s), upon written notice to the Vendor, in the event that sufficient funds are not appropriated by the corporate authorities.

GENERAL CONDITIONS

1. SUBMISSION REQUIREMENTS

A complete, concise and professional response to this RFP will enable the Client, to identify the Display Operator who will provide the highest benefit to the Client will be indicative of the level of the Vendor's experience and commitment to the proposed project.

The following minimum information should be provided in each proposal and will be utilized in evaluation of each proposal submitted. Proposals should include the following items:

- Vendor's statement of qualifications
- At least three references from public entities, with a contact person, address and telephone number for whom a similar service has been provided within the past 18 months.
- Some form of a diagram, video, etc. to clearly lay forth the choreography of past shows and possible ideas/examples for our event.
- Descriptions of the Vendor's / team's last three completed projects that demonstrate the Vendor's experience in working with municipalities and/or other public agencies.

The Client will not be liable for any expenses incurred by Vendors responding to this solicitation. All material submitted will be kept by the Client.

2. PROPOSAL SUBMITTION INSTRUCTIONS

Proposals must be submitted electronically. All necessary documents are available through the Client's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Client's website www.oswegoil.org. Hard copy, emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

3. ADDITIONAL INFORMATION REQUEST

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Carri Parker, Purchasing Manager, at cparker@oswegoil.org. Answers will be provided in writing to all potential Vendors; No oral comments will be made to any Display Operator as to the meaning of the Proposal and Specifications or other proposal documents. Vendors will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Display Operator should have been aware of, and the Client will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Client) from any officer, agent, or employee of the Client or any other person shall not affect the risks or obligations assumed by the Display Operator or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other proposal documents.

4. STANDARD TERMS AND CONDITIONS

The Client has the sole authority to select a Display Operator for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received.

The Client reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Display Operator of the conditions contained in this Request for Proposals, unless clearly and specifically noted.

The Client will not pay for any information requested, nor is it liable for any costs incurred by the Vendors in preparing and submitting proposals.

5. INSURANCE

To produce to Client a valid insurance certificate, procuring liability insurance coverage in the amount of Ten Million Dollars ($10,000,000.00). The insurance certificate shall list Client as an additional named insured. If the property at which the Fireworks Display is to be performed is not owned by Client, the owner of such property shall be listed as an additional named insured. The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator.

6. INDEMNIFICATION, DEFEND AND HOLD-HARMLESS

To the fullest extent permitted by Illinois law, Display Operator hereby agrees to defend, indemnify and hold harmless the Client from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Display Operator, anyone directly or indirectly employed by Display Operator, or anyone for whose acts Display Operator may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

7. FORCE MAJEURE

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 Client, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or 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 the 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. Any deposit payment made by Client in excess of the above cancellation fees will be refunded to Client.

8. GOVERNING LAW AND VENUE

Any lawsuit instituted concerning this Agreement shall be brought in the Circuit for the 23rd Judicial Circuit, Kendall County, Illinois.

9. COMPLIANCE WITH ALL LAWS

The display must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

10. PUBLIC RECORD

Proposals received will become the property of the Client. All proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the Illinois Freedom of Information Act (5 ILCS 160). All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as "PROPRIETARY." Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

11. EQUAL OPPORTUNITY

The Display Operator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

12. NON-DISCRIMINATION

The Vendor, its employees, agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PROPOSAL COST 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:

EVENT	TOTAL
Oswego	
Fourth of July, 7/4, 20-minute intense fireworks display	$ $18,500.00
Yorkville	
Fourth of July, 7/4, 25-minute intense fireworks display	$ $20,000.00
Holiday Celebration, Saturday before Thanksgiving, 15-minute intense fireworks display	$ $7,400.00
St. Patrick's Day Celebration, on/around 3/17, 15-minute intense fireworks display	$ $7,400.00

Additional non-holiday related intense fireworks display:

20-minute $ $12,500.00

15-minute $ $7,400.00

All displays are custom designed for every show. This price reflects a base traditional display cost for display not on the 4th of July. Price may change for more specialized and exciting displays.

Mad Bomber Fireworks Productions

Business Name

Randall McCasland — March 5, 2021

Signature of Authorized Representative — *Date*

EXHIBIT A – AUTHORIZED SHELLS

Opening Section			
Quantity	**Size**	**Product**	**Section**
960	Cake (1.5")	Floral Bouquet Break Shells	Opening
250	Cake (1.5")	Thundering Kingdom Burst Shells	Opening
300	Cake (1.5")	Star Spangled Banner Salutes	Opening
60	2.5	Red White Blue Peonies	Opening
12	3	Color Changing Chrysanthemums	Opening
12	3	Titanium Flash Bomb Salutes	Opening
12	3	Silver Coconut Palm Trees w/tails	Opening
12	4	Purple to Emerald Peony shells	Opening
6	4	Brocade Crown Chrysanthemums	Opening
4	5	Gold Shimmering Chrysanthemums	Opening
3	5	Majestic Crown Chandelier shells	Opening
Main Body			
Quantity	**Size**	**Product**	**Section**
2	2.5	Blackhead Salute	Main Body
2	2.5	Color & Salute	Main Body
2	2.5	Purple Peony w/Silver tail	Main Body
2	2.5	White to Blue Peony w/tail	Main Body
2	2.5	Red Ring w/Blue Pistil	Main Body
2	2.5	Blue Glitter w/tail	Main Body
2	2.5	Swimming Fish w/tail	Main Body
2	2.5	Multi-Tier Floral Corsage w/tail	Main Body
2	2.5	Golden Twinkler w/tail	Main Body
2	2.5	Twilight Twinkler w/tail	Main Body
2	2.5	Brocade Crown Kamuro w/tail	Main Body
2	2.5	Red Chrysanthemum w/tail	Main Body
2	2.5	Blue Peony w/Silver Pistil w/tail	Main Body
2	2.5	Blue to Red Peony w/tail	Main Body
2	2.5	Glittering Chrysanthemum to Yellow to Red Peony	Main Body
2	2.5	Katie-Dids at Night w/rising whistle	Main Body
2	2.5	Double Rings w/tail	Main Body
2	2.5	Monarch Butterflies w/tail	Main Body
2	2.5	Purple Brocade w/tail	Main Body
2	2.5	Green Peony/Silver Comet	Main Body

2	2.5	Purple Peony w/Report	Main Body
2	2.5	Variegated Silver	Main Body
2	2.5	Dahlia to Silver Strobe	Main Body
2	2.5	Glittering Silver to Blue Chrysanthemum	Main Body
2	2.5	Tangerine Brocade	Main Body
2	2.5	Titanium Salute w/rising tail	Main Body
2	2.5	Tourbillion to Heavy Salute (multi-break)	Main Body
2	2.5	Green Peony w/ Yellow Pistil	Main Body
2	2.5	Red to Silver Peony w/tail	Main Body
2	2.5	Double Rings (green & red)	Main Body
2	2.5	Tequila Sunset w/tail	Main Body
2	2.5	Waterfall w/tail	Main Body
2	2.5	Weeping Willow w/tail	Main Body
2	2.5	Silver Coconut Tree w/Trunk	Main Body
2	2.5	Green Brocade	Main Body
2	2.5	Crackling Kamuro w/tail	Main Body
2	2.5	Golden Chrysanthemum w/tail	Main Body
2	2.5	White to Purple Peony w/tail	Main Body
2	2.5	Glittering Chrysanthemum to Green Peony	Main Body
2	2.5	Glittering Chrysanthemum to Purple to Green Peony	Main Body
2	2.5	Crossed Rings w/tail	Main Body
2	2.5	Glitter Delight w/tail	Main Body
2	2.5	Green Coconut Tree w/Trunk	Main Body
2	2.5	Red Coconut Tree w/Trunk	Main Body
2	2.5	Red Peony/Silver Comet	Main Body
2	2.5	Blue Peony w/Report	Main Body
2	2.5	Red to Crackling	Main Body
2	2.5	Dahlia w/Crackling Pistil	Main Body
2	2.5	Emerald Willow	Main Body
2	2.5	Brocade Crown w/tail	Main Body
3	3	Salute w/tail	Main Body
3	3	Salute w/titanium Splatter	Main Body
3	3	Red White Blue Peony w/tail	Main Body
3	3	Color to Report (multi break)	Main Body
3	3	Color & Thunder (multi break)	Main Body
3	3	Serpent to Report (multi break)	Main Body
3	3	Red Peony	Main Body

3	3	Silver Peony	Main Body
3	3	White Peony	Main Body
3	3	Green Peony	Main Body
3	3	Blue Peony	Main Body
3	3	Yellow Peony	Main Body
3	3	Silver Palm Tree w/tail	Main Body
3	3	Golden Palm Tree w/tail	Main Body
3	3	Red Ring	Main Body
3	3	Blue Ring	Main Body
3	3	Green Ring	Main Body
3	3	Double Rings	Main Body
3	3	Crackling to Blue	Main Body
3	3	Crackling to Rd	Main Body
3	3	Crackling to Green	Main Body
3	3	Crackling to Yellow	Main Body
3	3	Golden Kamuro	Main Body
3	3	Crackling Kamuro	Main Body
3	3	Red Chrysanthemum w/tail	Main Body
3	3	Blue Chrysanthemum w/tail	Main Body
3	3	White Chrysanthemum w/tail	Main Body
3	3	Yellow Chrysanthemum w/tail	Main Body
3	3	Glitter Silver to Blue	Main Body
3	3	Glitter Silver to Red	Main Body
3	3	Glitter Silver to Green	Main Body
3	3	Glitter Silver to Yellow	Main Body
3	3	Brocade Diadem to Purple w/tail	Main Body
3	3	Brocade Diadem to Red w/tail	Main Body
3	3	Brocade Diadem to Blue w/tail	Main Body
3	3	Brocade Diadem w/tail	Main Body
3	3	Silver Strobe	Main Body
3	3	Golden Strobe	Main Body
3	3	White Strobe	Main Body
3	3	Red Strobe	Main Body
3	3	Blue Tiger Tail to Salute	Main Body
3	3	Red Tiger Tail to Salute	Main Body
3	3	Purple Tiger Tail to Salute	Main Body
3	3	Green Tiger Tail to Salute	Main Body
3	3	Purple Comet to Report	Main Body

3	3	Green Comet to Report	Main Body
3	3	Silver Comet to Report	Main Body
3	3	Red Comet to Report	Main Body
3	3	Red Tiger Tail to Spangle Flower	Main Body
3	3	Blue Tiger Tail to Spangle Flower	Main Body
3	3	Green Tiger Tail to Spangle Flower	Main Body
3	3	Purple Tiger Tail to Spangle Flower	Main Body
3	3	Gold Tiger Tail to Red Peony	Main Body
3	3	Silver Tiger Tail to Red Peony	Main Body
3	3	Crackling Comet to Report	Main Body
3	3	Red Tiger Tail to Red Peony	Main Body
3	3	Orange Peony w/tail	Main Body
3	3	Aqua Peony w/tail	Main Body
3	3	Turquoise Peony w/tail	Main Body
3	3	Purple Peony w/tail	Main Body
3	3	Dragon Eggs	Main Body
3	3	Twilight Twinkler w/tail	Main Body
3	4	Red Peony	Main Body
3	4	Silver Peony	Main Body
3	4	Blue Peony	Main Body
3	4	Green Peony	Main Body
3	4	Thousand Blooming Flowers	Main Body
3	4	Crackling Kamuro	Main Body
3	4	Silver Palm Tree w/tail	Main Body
3	4	Golden Palm Tree w/tail	Main Body
3	4	Red Chrysanthemum w/tail	Main Body
3	4	Blue Chrysanthemum w/tail	Main Body
3	4	White Chrysanthemum w/tail	Main Body
3	4	Yellow Chrysanthemum w/tail	Main Body
3	4	Brocade Diadem to Purple w/tail	Main Body
3	4	Brocade Diadem to Red w/tail	Main Body
3	4	Brocade Diadem to Blue w/tail	Main Body
3	4	Brocade Diadem w/tail	Main Body
3	4	Silver to Gold Glitter	Main Body
3	4	Brocade Crown Kamuro	Main Body
3	4	Kamuro w/Green tips w/tail	Main Body
3	4	Glittering Gold Chrysanthemum	Main Body
3	4	Blue Peony w/Crackling Pistil	Main Body

3	4	Green Glitter Strobe	Main Body
3	4	Thrice Color Changing Peony	Main Body
3	4	Thunder Flowers w/tail	Main Body
3	4	Saturn Planet w/Rings	Main Body
3	4	Green Peony w/Gold Pistil	Main Body
3	4	Silver Kamuro Chrysanthemum	Main Body
3	4	Blue Peony w/Golden Pistil	Main Body
3	4	Green Peony w/Blue Pistil	Main Body
3	4	Glittering Silver to Blue Chrysanthemum	Main Body
3	4	Red to Green Chrysanthemum	Main Body
3	4	Sunflower Chrysanthemum	Main Body
3	4	Coconut Tree w/Golden tail	Main Body
3	4	Purple Peony w/Silver Palm Pistil	Main Body
3	4	Thrice Color Changing Chrysanthemum	Main Body
3	4	Red to Silver to Crackling Pistil	Main Body
3	4	Dragon Eggs	Main Body
3	4	Brocade Crown Kamuro	Main Body
3	4	Red to Blue Silver Peony	Main Body
3	4	Green Chrysanthemum w/Blue Pistil	Main Body
3	4	Half Silver Half Red Peony	Main Body
3	4	Glittering Silver Peony	Main Body
3	4	Golden Willow	Main Body
3	4	Brocade Silver to Crackling w/tail	Main Body
3	4	Color Changing Peony	Main Body
3	4	Shell of Shells w/rising Peony's	Main Body
3	4	Willow Diadem to Silver Twinkler	Main Body
3	4	Kamuro w/multi-Blooming Flowers	Main Body
2	5	Blue to Red to Silver Peony	Main Body
2	5	Golden Wave to Blue Chrysanthemum	Main Body
2	5	Purple to Crackling	Main Body
2	5	White Chrysanthemum w/Red Pistil	Main Body
2	5	Green Octopus	Main Body
2	5	Flashing Stars	Main Body
2	5	Silver Chrysanthemum w/Blue Pistil	Main Body
2	5	Silver Coconut w/tail	Main Body
2	5	Crossette Glitter w/silver tail	Main Body
2	5	Silver Rind w/Purple Pistil	Main Body

2	5	Red Gamboge to Green to Purple Chrysanthemum	Main Body
2	5	Thousand Color to Crackling	Main Body
2	5	Gold Spider w/Glittering Green & Silver Tail	Main Body
2	5	Half Red Half Blue Chrysanthemum w/Pistil	Main Body
2	5	Brocade Crown	Main Body
2	5	Strobing Willow	Main Body
2	5	Golden Palm Tree w/tail	Main Body
2	5	Blue Chrysanthemum w/Yellow Pistil	Main Body
2	5	White Chrysanthemum w/Red & White Pistil	Main Body
2	5	Triple Rings (Red/White/Blue)	Main Body
2	5	Golden Kamuro w/Strobe Pistil w/tail	Main Body
2	5	Saturn w/Ring and rising tail	Main Body
2	5	X'mas Dahila w/tail	Main Body
2	5	Spangle Chrysanthemum w/pistil	Main Body
2	5	Purple to Silver Peony	Main Body
2	5	Green Peony w/Purple Pistil	Main Body
2	5	Double Rings	Main Body
2	5	Silver Bees	Main Body
2	5	Blue Brocade	Main Body
2	5	Yellow to Green Peony w/tail	Main Body
2	5	Golden Twinkler	Main Body
2	5	Crossed Rings	Main Body
2	5	Double Hearts	Main Body
2	5	Smiley Face	Main Body
2	5	Hour Glass w/Ring	Main Body
2	5	Star in Circle w/tail	Main Body
2	5	Brocade Chrysanthemum w/pistil	Main Body
2	5	Dragon Eggs	Main Body
2	5	Multi-Colored Peony	Main Body
2	5	Crackling Kamuro	Main Body
2	5	Silver Peony w/Red Pistil	Main Body
2	5	Silver Peony w/Blue Pistil	Main Body
2	5	Brocade Diadem w/Red Pistil	Main Body
2	5	Brocade Diadem w/Blue Pistil	Main Body
2	5	Kamuro w/Blue Tips	Main Body
2	5	Kamuro w/Green tips	Main Body
2	5	Spider Web to Gold Strobe	Main Body

2	5	Tiger Tail to Blue	Main Body
6	5	Artillery (5 timed reports)	Main Body
6	5	Mag Yellow w/Loud Report (multi-break)	Main Body
300	Cake	Red White and Blue Whistling (angle cake)	Main Body
240	Cake	Floral Cyclic Cauldron Barrage (angled)	Main Body
300	Cake	Red Stars to Reports to Whistles w/Blue Tails	Main Body
480	Cake	Whistling Tourbillions w/Red & Blue Mines to Reports	Main Body
360	Cake	Mixed "Z' Floral Bouquet & Reports Spread	Main Body
600	Cake	Extra Large Brocade Waterfall Mine Fan	Main Body
420	Cake	Multiple Titanium Salute Reports	Main Body
300	Cake	Three-Timed Screamer Delight w/Heavy Reports	Main Body
Grand Finale			
Quantity	Size	Product	Section
150	Cake	Glittering Floral Bouquet Patters	Finale
150	Cake	Red to Silver Strobing Patterns Barrage	Finale
300	Cake	Crackling Delite Dravon Eggs Effects	Finale
300	Cake	Spinning Silver Tourbillions Barrage	Finale
120	2.5	Red White and Blue Peonies	Finale
96	2.5	Flash Salute w/tail	Finale
60	3	Multi-Colored Peony	Finale
60	3	Mixed Chrysanthemums	Finale
48	3	Special Effects (tourbillions, serpents, whistles, tiger tails)	Finale
60	3	Coconut Palm w/tail	Finale
48	3	Titanium Salute w/tail	Finale
12	4	Gold Brocade Chrysanthemum	Finale
12	4	Red, White, Blue Peony	Finale
12	4	Golden Coconut Palm Trees	Finale
12	4	Silver to Blue to Red Peony	Finale
4	5	Crackling Golden Kamuro	Finale
3	5	Deluxe Double Strobing Saturn	Finale
4	5	Thrice Color Changing Dragon Eyes	Finale
3	5	Brilliant Red to Gold Chrysanthemum	Finale

EXHIBIT B - OUTDOOR DISPLAY OF FIREWORKS PERMIT APPLICATION

Display Operator will be responsible for applying for a permit application through the local Fire Protection District for each municipality 30 days in advance of the event date.

The following information will be required:

- The name, address, email address, and phone number of the individual, group, or organization sponsoring the outdoor fireworks display (*sponsor information)*
- The name, address, email address, and phone number of the supplier of the fireworks, if different from that of the operator *(Illinois Distributor License for Outdoor Displays)*
- Confirmation of the license of the operator *(Illinois Lead Pyrotechnic License)*
- Confirmation of ID of assistants who are to be present *(On OSFM Registered Pyrotechnic Assistant's list)*
- Evidence of financial responsibility by the sponsor of the event or festival and by the operator of the fireworks display. This could take the form of an insurance certificate or other document attesting to coverage or responsibility *(minimum of $1M)*
- The date and time of day at which the outdoor fireworks display is to be held, with a proposed rain/wind date and time in the event the display is postponed
- The manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site
- The number, size, and kind of fireworks to be discharged
- The exact location planned for the outdoor fireworks display
- A diagram of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged; the fallout area of the fireworks; the location of all buildings, highways, and other lines of communication; the lines behind which the audience is to be restrained; separation distances; and the location of other possible overhead obstructions
- Confirmation that the outdoor display shall be set-up, conducted, and cleaned up as per NFPA 1123 Guidelines

MIAND, INC.

DBA

MAD BOMBER FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

Mad Bomber Fireworks is in its thirtieth year of producing professional fireworks displays. In the beginning we quickly earned the reputation as someone who catered to smaller customers that other fireworks companies would dictate terms to. We would not lose customers once we had them. It was always going above and beyond the call of duty that we were able to compete with the big family companies that dominated the fireworks industry and had the benefit of generations of loyal customers. We approached growth cautiously while not losing sight of what had put us above the crowd for our clients. Today we produce around 500 displays a year throughout the Midwest.
We produce traditional, electric fired, choreographed to music, computer fired, indoor and close proximity displays. We have eight full time employees. Summer have another ten to twelve college students who work. Near Forth of July we again ramp up for our displays with 400-500 workers producing displays throughout the Midwest.

Andrew James, President. Started Mad Bomber Fireworks in 1991. He started the company do to his love for fireworks. He has produced thousands of displays over the years. He has grown Mad Bomber Fireworks into the premiere display company in the Midwest.

Dan P. Miller, Senior Vice President has been involved in the fireworks industry for 48 years. He started with Mad Bomber Fireworks in 1992. Dan has executed thousands of displays in Illinois, Wisconsin and throughout the Midwest. His background includes sales, training and coordination of complete operations of firework displays.

Randy McCasland, Director of Operations. He had his start working with his dad on displays at a young age. He has been lead on well over a thousand displays throughout fourteen states. Randy has designed, produced and worked on displays for professional baseball, professional basketball, concerts, towns, cities, festivals, and special events.

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

References:

Alsip Park District
Jeanette Huber 708.389.1003
12521 S. Kostner Ave Alsip, Il 60803
jhuber@alsipparks.org

Wilmette Park District
Carol Heafey 847.256.9639
1200 Wilmette Ave Wilmette, IL 60091
cheafey@wilpark.org

Village of Orland Hills
Glenn Bilina 708.349.7211
16553 S. Haven Ave Orland Hills, IL 60487
g.e.bilina@gmail.com

City of Waukegan
David Motley 847.599.2525
100 N Martin Luther King Jr Ave Waukegan, IL 60085
David.motley@waukeganil.gov

St Charles Park District
Mike Kies 630.513.4335

LaGrange Park District
Dean Bissias 708.352.1762

Village of Elburn
Phillip Albano 630.329.7809

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350

PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

To Whom it May Concern,

We beleive the fairest way to see video's of our shows are unedited videos taken be spectators and uploaded to the internet. Please reference these displays from you tube.

PGI 2012 Mad Bomber Fireworks Two Displays Wednesday and Friday Night

Blueberry Fest Fireworks

Gurnee Days Fireworks

Munster IN Fireworks 2019

Oak Fest Fireworks

THANKS

Randall McCasland

Randall McCasland, Director of Operations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2021

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
Britton-Gallagher and Associates, Inc.
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Liberty Mutual Insurance Co	
INSURER D : Liberty Mutual Insurance Co	25035
INSURER E : Axis Surplus Ins Company	26620
INSURER F :	

INSURED 2321
Miand Inc. dba Night Magic Displays
3999 E. Hupp Rd, Building R-3-1
La Porte IN 46350

COVERAGES **CERTIFICATE NUMBER:** 130972609 **REVISION NUMBER:**

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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y		SI8GL01460-211	2/4/2021	2/4/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SI8CA00186-211	2/4/2021	2/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000243093-02	2/4/2021	2/4/2022	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C D D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC539S-714654-011 WC5-34S-524913-030 WC5-34S-311836-051	2/4/2021 2/4/2021 2/4/2021	2/4/2022 2/4/2022 2/4/2022	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Liability #2			SI8EX01319-211	2/4/2021	2/4/2022	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER

MIAND, INC- Mad Bomber -Planet Productions Sample
3999 E. HUPP ROAD
BUILDING R31
LA PORTE IN 46350

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

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File Number 7153-650-5

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 25TH *day of* FEBRUARY *A.D.* 2021 .

Authentication #: 2105603678 verifiable until 02/25/2022
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259

Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP ROAD BUILDING R-3-1
LA PORTE, IN 46350

IL06-OP-00029
License #

05/15/2021
EXPIRATION DATE

Matt Perez
STATE FIRE MARSHAL

OP
CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Illinois Department of Natural Resources

Office of Mines and Minerals
Oper #: 2166
PLANET PRODUCTIONS
3999 E. HUPP ROAD
BUILDING 3-1
LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2021

Certificate No.: 8856

Expires: Last day of February, 2022

Office of Mines
and Minerals

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2019-2022

Registrant: MIAND INC DBA PLANET PRODUCTIONS
ATTN: Kelley Hatfield Turley
3999 HUPP ROAD, BUILDING R-3-1
LA PORTE, IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062419550231BD Effective: July 1, 2019 Expires: June 30, 2022

HM Company ID: 38154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 10, 2019

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUPP ROAD BLDG R-3-1
LA PORTE, IN 46350

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-777176-IN-HMSP
Effective Date: July 10, 2019

Dear ANDREW JAMES:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning July 10, 2019 and remain effective through June 30, 2021 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

OSWEGO
PROPOSAL
JULY 4, 2021

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW	$18,500.00
PROFESSIONAL PRESENTATION	INCLUDED
$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	$WAIVED
BALANCE DUE AFTER PRESENTATION	$18,500.00

Mad Bomber Fireworks will also supply the following:
1. We will secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry $5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland
Randy McCasland, Director of Operations

Oswego IL

Opening

24	3" Assorted Color Chrysanthemums and Peonies
3	4" Variegated Chrysanthemums
2	5" Assorted Color Shells

Mad Bomber
Fireworks Productions

Oswego IL

SPECIALTY BARRAGES

300 White Glittering Sky Blue
350 Color Xsette and Crackling Coconut Trees
330 Dragon Chrysanthemum to Color
200 Green Comet Xsette
300 Red White and Blue Angled Crossettes
600 Color Strobing Willows
80 Shot Silver Palm Clusters
200 R/W/B American Salutes
300 Red Wave to Glittering Silver Blue Core

Mad Bomber
Fireworks Productions

Oswego IL

Specialty Stacks

Gold Strobes

12	3"
3	4"
1	5"

Flower Crowns

12	3"
3	4"
1	5"

Crackling Nishiki Kamuro

12	3"
3	4"
1	5"

Different size shells breaking at multiple heights creating a stacking effect.

Mad Bomber
Fireworks Productions

Oswego IL

16 3" SPECIALTY SHELLS

3" Color Wolfs
3" Silver Serpent w/Magenta
3" Whistling w/Color Stars
3" Red Sky Mines
3" Blue Sky Mines
3" White Sky Mines
3" Smile Face
3" Assorted Sky Mines
3" Peach Flying Stars
3" Banger Chartreuse
3" Blue Comets
3" Diamond Screamer w/Color Stars
3" White Strobe Waterfall
3" Orange Strobe

12 4" SPECIALTY SHELLS

4"Cyan Sky Mine
4" Whistle Red Stars
4" Silver Flying Fish
4" Aqua w/Silver Turbulence
4" Farfalla w/Magenta Stars
4" Assorted Color Wolfs
4" Multi Color Flying Stars
4" Silver Serpents w/Mag Colors
4" Whirlpool Green Xsette
4" Whirlpool Red Xsette
4" Green Sound Ring
4" Tourbillion w/Color Stars
4" Diamond Screamer w/Color Stars
4" Lemon Xsette w/Time Rain
4" Ti Serpent w/Red & Blue to Report
4" Ti Whistle Ring w/Lemon

Mad Bomber
Fireworks Productions

Oswego IL

21 3 INCH SHELLS

Three Shot Volleys

Silver Flying Fish
Green Strobe
Yellow Strobe
RWB Ring w/Mine Red Strobe
RWB w/Brocade Mine
Red Falling Leaves
Green Falling Leaves
Yellow Falling Leaves
Purple Falling Leaves
Flower Crowns

15 4 INCH SHELLS

Three Shot Volleys

Poinsettas
Half Red Half Silver
Cyan w/Magenta Pistal
Green to Orange
Color Flying Stars
Red Strobes
White Strobes
Crackling Willows
Flower Crowns
Gold Strobes

Three shells shot simultaneously and spread across sky

Mad Bomber
Fireworks Productions

Oswego IL

3 INCH SHELLS

36 Guandu

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

12 Yung Feng

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro
Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Oswego IL

3 INCH SHELLS * main body

72 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Firefly Waterfall w/Firefly Tail
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated
Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
Red White & Blue Peony
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

6 Titanium Salute

Mad Bomber
Fireworks Productions

Oswego IL

4 INCH SHELLS * main body

36 Guandu

Red Peony w/Red Tail
Red Chrysanthemum w/tail
Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red to Crackling
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Red Peony wCrackling Pistil

18 Dominator

Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Color Wave w/Silver Tail
Gold Wave Green Strobe Chrys
Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Brocade Crown to Crackling w/Crack Tail
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Green Ring w/Green Tail
Crackling Willow w/Gold Tail
Crackling Palm Tree w/Crackling Tail

Mad Bomber
Fireworks Productions

Oswego IL

4 INCH SHELLS * main body

36 Wizard Brand

Blue to Flash w/Coco Pistil
Blue Cherry Blossom w/ Silver Tail
Brocade Crown w/Silver Tail
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Red Cherry Blossom
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Crackling Nishiki Kamuro
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated
Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
3 Concentric Ring
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

Mad Bomber
Fireworks Productions

Oswego IL

4 INCH SHELLS * main body

18 Jinsheng

Chrys w/Rthree Section Time Rain w/Coco Pistil
Red Strobe w/Blue Sky w/Rising Tail
Silver Coconut w/ Glittering
Sun Ring w/ Rising Tail
Double Half Red to Red
Yellow Cycas w/Rising Tail
Red to Green Crossette Ring
Silver Wave w/Special Green Strobe
Thousand Red w/Time Rain
Blue Peony to Brocde w/Palm Core
Flower Wave to Purple w/Rising Tail
Glittering Silver to Blue to Green
Green Cherry Blossom
Red Peony w/Rising Tail
Yellow Peony w/Green Pistil
Green to Flickering
Ring w/ Multi Color Flower
Kaleidoscope w/Waterfall

18 Dominator

Color Diadem w/Gold Tail
Gold Silk Chrysanthemum
Golden Willow w/Flare Moons
Color Palm Tree w/Crown Flowers
Nishiki Kamuro w/Color Tips
Crackling Nishiki Kamuros
Eight Hearts w/Rising Purple Flowers
Revolving Dragons w/Blooms
Thousand Color Titanium Salutes
Silver Crossette in Red & Blue Peony
Nishiki Kamuro w/Niagra Falls

Mad Bomber
Fireworks Productions

Oswego IL

5 INCH SHELLS * main body

12 Pheasant

Chrys w/Red to Green Ring
Silver Crackling Palm Tree
Purple Wave
Red Flower Rain
Gold Wave to Aqua
Smiley Face
Brocade Butterfly
Sea Blue and Lemon Dahlias
Blue Palm Tree
Blue Peony w/Silver Core
Gold Diadem Willow
Gold Wave to Purple to Green
Silver Crown w/Small Red Flowers
Ripples to Vareigated Wave
Crackling to Sil Crossette
China Storm
White Strobing
Yellow Peony
Red to Purple to Green Peony
Red Peony w/Glitt Gold Palm Tree Core
Gold Wave to Red to Green
Green to Yellow w/Yellow to Green Pist
Yellow Peony w/Blue Palm Tree Core
Silver Wave to Green to Crackling

12 Yeng Feng

Glitt Sil to Blue to Red w/Reports
Gold Wave to Red to Blue Flickering
Colored Diadem
Sil Nishiki Kamuro w/Blue Pistil
Eight Hearts w/Tail
Purple Sunflower w/Tail
Sil Coconut Tree w/Red Flowers
Gold Coconut Tree w/Blue Blooms
Aqua Peony
RWB to 5 Report
Gold Coco to Red Crown Flower
Red Gamboge to Red to Blue Chrys
GW to Purple Chrys w/Red to Sil Pistil
Spangle Chrys w/Crackling Blue Pistil
Nishiki Kamuro w/Tail
Twinkling Silver Willow
Revolving Dragons w/Red Flowers
Twinkling Coconut Crossette
Bright Red Diadem
Green Twinkling Willow
Green Meteor
Variegated Flowers

5 INCH SHELLS

Oswego IL

5 INCH SHELLS * main body

36 Wizard

Brocade Waterfall w/Tail
Brocade Crown Chrysanthemum
3 Concentric Ring w/Crack Pistil
Silver Strobing w/Tail
RWB USA Style Cannister w/Tail
Happy Face w/Tail
Glitt Sil to Blue w/Green Pistil
Saturn Giant Blue Peony
Glitt Sil to Blue w/Red Pistil
Glitt Sil to Red w/Blue Pistil
Red Crossette Palm Tree w/tail
Silver Crossette Palm Tree w/Tail
Gold Crossette Palm Tree w/Tail
Giant Brocade Crossette Palm Tree
Five Concentri Ring
Gold Strobes w/tail
1/2 Red 1/2 Blue Chrys w/ Broc Cross Pistil
Saturn Giant Red Peony w/Brocade Ring
Sil to Blue Chrys w/Red Pistil
Blue to Green Peony w/Coco Pistil
Three Ring w/Pistil
Schreecher Cannister
RWB Peony w/Coco Pistil
Green Strobes w/Tail
Nishiki Kamuro to Purple w/Tail
Purple Peony w/ Crossette Brocade Pistil
New Color Rainbow w/Gold Strobe Pistil
China StormGlittering Coconut Tree
Glitt Sil to Purple Peony w/Green Pistil
Crackling Green Palm w/Blue Flowers
Brocade Crossetting Palm Tree w/Broc Tail
Gold Tails to Green Palm w/Sil Tail
Crackling Glitter Palm w/Crack Tail
Ti Whistle Ring w/Red & Blue Cannister Shell
Glitt Sil to Blue Chrys w/Broc Red Pistil
Brocade Waterfall w/Silver Leaves
Gold Coconut to Green Flowers
Giant Gold Octopus w/Red Eyes & Bro Ring
Giant Green Peony w/Brocade Ring
Gold Chrys w/Rainbow Ring
Gold Crossette Palm w/Trunk
Glittering Silver
Red Peony w/Blue Pistil
Red to Blue Peony w/Coco Pistil
Brocade to Red to Blue Chrys
Gold Peony w/Blue Pistil
Red Strobes w/Tail
Giant Z Willow Palm w/Z Willow Tail

5 INCH SHELLS

Oswego IL

Finale

228 2.5" Assorted Willows

288 3" Finale Shells

Dominator Color Finale
Dominator Specialty Finale
Kanto Mag Color Finale
Kanto Comet and Color Finale
Kanto Premium Color Finale
Vulcan Red White and Blue Finale
Vulcan Twilight Glitter Finale
Wizard Color Finale
Wizard Specialty Finale
Wizard Brocade Crown Finale
Wizard Glittering Silver Finale
Wizard Gold Cycs Finale

36 3" Titanium Salutes

36 4" Finale Shells

Vulcan Color Finale
Vulcan Twilight Glitter Finale
Wizard White Strobe Waterfall Finale
Wizard Assorted Ring Finale
Wizard Color Finale
Kanto Color Finale
Kanto Gold Brocade Finale

14 5" Assorted Color Chrysanthemums

Mad Bomber
Fireworks Productions

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

YORKVILLE
PROPOSAL
JULY 4, 2021

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW	$20,000.00
PROFESSIONAL PRESENTATION	INCLUDED
$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	$WAIVED
BALANCE DUE AFTER PRESENTATION	$20,000.00

Mad Bomber Fireworks will also supply the following:
1. We will secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry $5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland
Randy McCasland, Director of Operations

Yorkville IL

Opening

36	3" Assorted Color Chrysanthemums and Peonies
6	4" Variegated Chrysanthemums
2	5" Assorted Color Shells

Mad Bomber
Fireworks Productions

Yorkville IL

SPECIALTY BARRAGES

300 White Glittering Sky Blue
350 Color Xsette and Crackling Coconut Trees
330 Dragon Chrysanthemum to Color
200 Green Comet Xsette
300 Red White and Blue Angled Crossettes
600 Color Strobing Willows
80 Shot Silver Palm Clusters
200 R/W/B American Salutes
300 Red Wave to Glittering Silver Blue Core

Mad Bomber
Fireworks Productions

Yorkville IL

Specialty Stacks

Gold Strobes

12 3"
3 4"
1 5"

Flower Crowns

12 3"
3 4"
1 5"

Crackling Nishiki Kamuro

12 3"
3 4"
1 5"

Different size shells breaking at multiple heights creating a stacking effect.

Mad Bomber
Fireworks Productions

Yorkville IL

20 3" SPECIALTY SHELLS

3" Color Wolfs
3" Silver Serpent w/Magenta
3" Whistling w/Color Stars
3" Red Sky Mines
3" Blue Sky Mines
3" White Sky Mines
3" Smile Face
3" Assorted Sky Mines
3" Peach Flying Stars
3" Banger Chartreuse
3" Blue Comets
3" Diamond Screamer w/Color Stars
3" White Strobe Waterfall
3" Orange Strobe

16 4" SPECIALTY SHELLS

4"Cyan Sky Mine
4" Whistle Red Stars
4" Silver Flying Fish
4" Aqua w/Silver Turbulence
4" Farfalla w/Magenta Stars
4" Assorted Color Wolfs
4" Multi Color Flying Stars
4" Silver Serpents w/Mag Colors
4" Whirlpool Green Xsette
4" Whirlpool Red Xsette
4" Green Sound Ring
4" Tourbillion w/Color Stars
4" Diamond Screamer w/Color Stars
4" Lemon Xsette w/Time Rain
4" Ti Serpent w/Red & Blue to Report
4" Ti Whistle Ring w/Lemon

Mad Bomber
Fireworks Productions

Yorkville IL

24 3 INCH SHELLS

Three Shot Volleys

Silver Flying Fish
Green Strobe
Yellow Strobe
RWB Ring w/Mine Red Strobe
RWB w/Brocade Mine
Red Falling Leaves
Green Falling Leaves
Yellow Falling Leaves
Purple Falling Leaves
Flower Crowns

18 4 INCH SHELLS

Three Shot Volleys

Poinsettas
Half Red Half Silver
Cyan w/Magenta Pistal
Green to Orange
Color Flying Stars
Red Strobes
White Strobes
Crackling Willows
Flower Crowns
Gold Strobes

Three shells shot simultaneously and spread across sky

Mad Bomber
Fireworks Productions

Yorkville IL

3 INCH SHELLS

36 Guandu

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

12 Yung Feng

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro
Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Yorkville IL

3 INCH SHELLS * main body

72 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Firefly Waterfall w/Firefly Tail
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated
Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
Red White & Blue Peony
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

12 Titanium Salute

Mad Bomber
Fireworks Productions

Yorkville IL

4 INCH SHELLS * main body

36 Guandu

Red Peony w/Red Tail
Red Chrysanthemum w/tail
Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red to Crackling
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Red Peony wCrackling Pistil

18 Dominator

Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Color Wave w/Silver Tail
Gold Wave Green Strobe Chrys
Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Brocade Crown to Crackling w/Crack Tail
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Green Ring w/Green Tail
Crackling Willow w/Gold Tail
Crackling Palm Tree w/Crackling Tail

Mad Bomber
Fireworks Productions

Yorkville IL

4 INCH SHELLS * main body

72 Wizard Brand

Blue to Flash w/Coco Pistil
Blue Cherry Blossom w/ Silver Tail
Brocade Crown w/Silver Tail
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Red Cherry Blossom
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Crackling Nishiki Kamuro
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated
Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
3 Concentric Ring
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

Mad Bomber
Fireworks Productions

Yorkville IL

4 INCH SHELLS * main body

18 Jinsheng

Chrys w/Rthree Section Time Rain w/Coco Pistil
Red Strobe w/Blue Sky w/Rising Tail
Silver Coconut w/ Glittering
Sun Ring w/ Rising Tail
Double Half Red to Red
Yellow Cycas w/Rising Tail
Red to Green Crossette Ring
Silver Wave w/Special Green Strobe
Thousand Red w/Time Rain
Blue Peony to Brocde w/Palm Core
Flower Wave to Purple w/Rising Tail
Glittering Silver to Blue to Green
Green Cherry Blossom
Red Peony w/Rising Tail
Yellow Peony w/Green Pistil
Green to Flickering
Ring w/ Multi Color Flower
Kaleidoscope w/Waterfall

18 Yuan Yang

Color Diadem w/Gold Tail
Gold Silk Chrysanthemum
Golden Willow w/Flare Moons
Color Palm Tree w/Crown Flowers
Nishiki Kamuro w/Color Tips
Crackling Nishiki Kamuros
Eight Hearts w/Rising Purple Flowers
Revolving Dragons w/Blooms
Thousand Color Titanium Salutes
Silver Crossette in Red & Blue Peony
Nishiki Kamuro w/Niagra Falls

Mad Bomber
Fireworks Productions

Yorkville IL

5 INCH SHELLS * main body

18 Pheasant

Chrys w/Red to Green Ring
Silver Crackling Palm Tree
Purple Wave
Red Flower Rain
Gold Wave to Aqua
Smiley Face
Brocade Butterfly
Sea Blue and Lemon Dahlias
Blue Palm Tree
Blue Peony w/Silver Core
Gold Diadem Willow
Gold Wave to Purple to Green
Silver Crown w/Small Red Flowers
Ripples to Vareigated Wave
Crackling to Sil Crossette
China Storm
White Strobing
Yellow Peony
Red to Purple to Green Peony
Red Peony w/Glitt Gold Palm Tree Core
Gold Wave to Red to Green
Green to Yellow w/Yellow to Green Pist
Yellow Peony w/Blue Palm Tree Core
Silver Wave to Green to Crackling

12 Yeng Feng

Glitt Sil to Blue to Red w/Reports
Gold Wave to Red to Blue Flickering
Colored Diadem
Sil Nishiki Kamuro w/Blue Pistil
Eight Hearts w/Tail
Purple Sunflower w/Tail
Sil Coconut Tree w/Red Flowers
Gold Coconut Tree w/Blue Blooms
Aqua Peony
RWB to 5 Report
Gold Coco to Red Crown Flower
Red Gamboge to Red to Blue Chrys
GW to Purple Chrys w/Red to Sil Pistil
Spangle Chrys w/Crackling Blue Pistil
Nishiki Kamuro w/Tail
Twinkling Silver Willow
Revolving Dragons w/Red Flowers
Twinkling Coconut Crossette
Bright Red Diadem
Green Twinkling Willow
Green Meteor
Variegated Flowers

5 INCH SHELLS

Yorkville IL

5 INCH SHELLS * main body

48 Wizard

Brocade Waterfall w/Tail
Brocade Crown Chrysanthemum
3 Concentric Ring w/Crack Pistil
Silver Strobing w/Tail
RWB USA Style Cannister w/Tail
Happy Face w/Tail
Glitt Sil to Blue w/Green Pistil
Saturn Giant Blue Peony
Glitt Sil to Blue w/Red Pistil
Glitt Sil to Red w/Blue Pistil
Red Crossette Palm Tree w/tail
Silver Crossette Palm Tree w/Tail
Gold Crossette Palm Tree w/Tail
Giant Brocade Crossette Palm Tree
Five Concentri Ring
Gold Strobes w/tail
1/2 Red 1/2 Blue Chrys w/ Broc Cross Pistil
Saturn Giant Red Peony w/Brocade Ring
Sil to Blue Chrys w/Red Pistil
Blue to Green Peony w/Coco Pistil
Three Ring w/Pistil
Schreecher Cannister
RWB Peony w/Coco Pistil
Green Strobes w/Tail
Nishiki Kamuro to Purple w/Tail
Purple Peony w/ Crossette Brocade Pistil
New Color Rainbow w/Gold Strobe Pistil
China StormGlittering Coconut Tree
Glitt Sil to Purple Peony w/Green Pistil
Crackling Green Palm w/Blue Flowers
Brocade Crossetting Palm Tree w/Broc Tail
Gold Tails to Green Palm w/Sil Tail
Crackling Glitter Palm w/Crack Tail
Ti Whistle Ring w/Red & Blue Cannister Shell
Glitt Sil to Blue Chrys w/Broc Red Pistil
Brocade Waterfall w/Silver Leaves
Gold Coconut to Green Flowers
Giant Gold Octopus w/Red Eyes & Bro Ring
Giant Green Peony w/Brocade Ring
Gold Chrys w/Rainbow Ring
Gold Crossette Palm w/Trunk
Glittering Silver
Red Peony w/Blue Pistil
Red to Blue Peony w/Coco Pistil
Brocade to Red to Blue Chrys
Gold Peony w/Blue Pistil
Red Strobes w/Tail
Giant Z Willow Palm w/Z Willow Tail

5 INCH SHELLS

Yorkville IL

Finale

228 2.5" Assorted Willows

300 3" Finale Shells

Dominator Color Finale
Dominator Specialty Finale
Kanto Mag Color Finale
Kanto Comet and Color Finale
Kanto Premium Color Finale
Vulcan Red White and Blue Finale
Vulcan Twilight Glitter Finale
Wizard Color Finale
Wizard Specialty Finale
Wizard Brocade Crown Finale
Wizard Glittering Silver Finale
Wizard Gold Cycs Finale

36 3" Titanium Salutes

48 4" Finale Shells

Vulcan Color Finale
Vulcan Twilight Glitter Finale
Wizard White Strobe Waterfall Finale
Wizard Assorted Ring Finale
Wizard Color Finale
Kanto Color Finale
Kanto Gold Brocade Finale

14 5" Assorted Color Chrysanthemums

Mad Bomber
Fireworks Productions

MAD BOMBER

FIREWORK PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 HUPP RD R-3-1 LAPORTE IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

YORKVILLE
PROPOSAL
HOLIDAY CELEBRATION

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR YOUR HOLIDAY CELEBRATION.

FIREWORKS SHOW	$7,400.00
PROFESSIONAL PRESENTATION	INCLUDED
$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	$WAIVED
BALANCE DUE AFTER PRESENTATION	$7,400.00

Mad Bomber Fireworks will also supply the following:
1. We will help secure all permits. Buyer responsible for permit costs.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry $5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland
Randy McCasland

Yorkville IL
Holiday

SPECIALTY BARRAGES

600 Shot Glittering Silver Mine to Silver Twinkle
300 Shot Red and Green Xsette and Crackling
126 Shot Golden Cocount to Silver Tourbillion
200 Shot Silver Mnes to Blue Peonies
168 Shot Gold Brocade Mine to Colorful Tips
300 Shot Xmas Tree
150 Crack Chrys to Crack Chrys

SPECIALTY BARRAGES

Mad Bomber
Fireworks Productions

Yorkville
Holiday

24 2.5" SPECIALTY SHELLS

6 Green Strobes
6 Red Strobes
3 Twilight Gold Brocade
3 Red to Green Peonies
3 Glittering Silver
3 Gold Strobes

18 3" SPECIALTY SHELLS

3 Red Strobes
3 Silver Xsette
3 Green Strobe
3 Gold Brocade Crown
3 Red to Green Peony
3 Green Xsette
3 Red Xsette

Mad Bomber
Fireworks Productions

Yorkville
Holiday

2.5 INCH SHELLS * main body

24 Yuan Yang

Red Peony w/Red Tail
Green & Purple Peony w/Tail Green
Blue Peony w/Green Tail Yellow
Peony w/Red Palm Core Gold
Wave to Variegated Chrys. Green
Strobe w/Green Tail
Red Stars w/1000
Green w/Sil Tail
Red Rain w/Crackling & Red Tail Silver
Spider Web
Purple Peony w/Silver Tail
Gold Wave to Purple Chrys. w/Tail
Blue Peony w/Silver Palm Tree Core
Dragon Eggs to Gold Crackling w/Tail
Blue Chrysanthemum w/Silver Tail
Crackling Palm Tree w/Crackling Tail
Purple Willow
Ripples to Blue Wave w/Gold Tail
Color Flower Rain w/Silver Tail

24 Vulcan

Saphire Blue to Twilght Glitter
Pink Chrysanthemum
Saphire Blue Cascade Grasshopper
Green to Coral Yellow Green Strobe
Cardinal Purple Peony
Saphire Blue w/Midnight Snow Pistil
Twilight Glitter to Ruby
Blue to Red Double Ring w/Bowtie
Multi Color Chrys
Blue to Crackling Rain
Aqua Peony w/Orange Pistil
Aqua Chrysanthemum
Coral Yellow Chrysanthemum
Orange to Blue Chrysanthemum
Tri Color Double Layer Ring
Crackling Palm Tree w/Crackling Tail

2.5 INCH SHELLS

Mad Bomber
Fireworks Productions

Yorkville
Holiday
2.5 INCH SHELLS * main body

36 Wizard

Golden Spangle to Half Red Half Blue
Red to CracklingChrysanthemum
Yellow to Crackling Chrysanthemum
Red to Silver Peony w/Blue Pistil
Glittering Silver to Red Chrysanthemum
Glittering Silver to Green Chrysanthemum
Glittering Silver to Blue Chrysanthemum
Blue Ring w/Crackling Pistil
Green Crackling Coconut w/Pistil
Green & Gold Glittering Chrysanthemum
Blue to Red Flash
Green Peony w/Purple Pistil
Blue to Crackling Chrysanthemum
Red to Blue w/Coco Pistil
Glittering Silver to Yellow Peony
Glittering Silver to Purple Peony
Glittering Silver to Variegated Peony
Blue Crackling Coconut w/Tail
Red Crackling Coconut w/Tail
Purple & Gold Glittering Chrysanthemum
Blue Ring w/Silver Fish Pistil

36 Jinshan

Peach Chrysanthemum
Yellow Peony
Pink Peony
Lemon Chrysanthemum
Water Color Peony
Red to Silver Peony
Purple to Silver Peony
Blue to Silver Peony
Orange Wave
Purple Wave
Red wave
Blue to Red Peony
Silver Wave Red Chrysanthemum
Golden Wave Yellow
Red Strobe
White Strobe
Green Strobe
Red to Crackling Dahlia
Big Silver Chrysanthemum
Brocade Crown
Red Ring
Green Ring
Yellow Bee Crackling
Silver Bee Crackling

Mad Bomber
Fireworks Productions

Yorkville
Holiday

3 INCH SHELLS

36 Dominator

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

24 Vulcan

Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Orange to Blue Chrysanthemum
Gold Wave Green Strobe Chrys
Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Multi Color Chrysanthemum
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Ruby Red Peony
Blue to Crackling Rain
Crackling Palm Tree w/Crackling Tail

12 Yung Feng

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro
Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Yorkville
Holiday

3 INCH SHELLS * main body

36 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Firefly Waterfall w/Firefly Tail
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated

Dark Salute
Titanium Salute

Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
Red White & Blue Peony
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

Mad Bomber
Fireworks Productions

Yorkville IL
Holiday

Finale Shells

300 Gold Brocades

60 **2.5" Finale Shells**

Kanto Mag Green Finale Wizard
Comet and Color Finale Wizard
Assorted Color Finale Vulcan
Glittering Silver Finale Wizard
Titanium Salute Finale

108 **3" Finale Shells**

Kanto Mag Green Finale
Dominator Color Finale
Dominator Specialty Finale
Dominator Transformation Finale
Freedom Golden Cycas Finale
Freedom Comet Color Cycas Finale
Kanto Comet and Color Finale
Kanto Premium Color Finale Vulcan
Red White and Blue Finale Vulcan
Twilight Glitter Finale Wizard Color Finale
Wizard Specialty Finale
Wizard Brocade Crown Finale
Wizard Glittering Silver Finale Wizard
Coconut Palm Finale Wizard White Strobe Finale
Wizard Color Ring Finale

MAD BOMBER

FIREWORK PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 HUPP RD R-3-1 LAPORTE IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

YORKVILLE
PROPOSAL
ST PATRICK'S

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR YOUR ST PATRICK'S DAY CELEBRATION.

FIREWORKS SHOW	$7,400.00
PROFESSIONAL PRESENTATION	INCLUDED
$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	$WAIVED
BALANCE DUE AFTER PRESENTATION	$7,400.00

Mad Bomber Fireworks will also supply the following:
1. We will help secure all permits. Buyer responsible for permit costs.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry $5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland
Randy McCasland

Yorkville IL
St Patrick's

SPECIALTY BARRAGES

600 Shot Green Z Comet to Green Palm
300 Shot Color Xsette and Crackling
126 Shot S & I Coconut w/Turbillion
200 Shot Whistle and Silver Fish Tail
168 Shot Special Gold Barrage Wall
180 Shot Green Xsette with Green Mines
200 Shot Crack Chrys to Crack Chrys

SPECIALTY BARRAGES

Mad Bomber
Fireworks Productions

Yorkville
St Patrick's

24 2.5" SPECIALTY SHELLS

6 Green Strobes
6 Green Chrysanthamus
3 Silver to Green Peonies
3 Red to Green Peonies
3 Glittering Silver
3 Multi Color Chrysanthemums

18 3" SPECIALTY SHELLS

3 Green Sound Ring
3 Green Xsette
3 Green Strobe
3 Yellow to Green Peony
3 Red to Green Peony
3 Silver Serpents w/Mag Colors
3 Red Xsette

Mad Bomber
Fireworks Productions

Yorkville
St Patrick's

2.5 INCH SHELLS * main body

24 Yuan Yang

Red Peony w/Red Tail
Green & Purple Peony w/Tail Green
Blue Peony w/Green Tail Yellow
Peony w/Red Palm Core Gold
Wave to Variegated Chrys. Green
Strobe w/Green Tail
Red Stars w/1000
Green w/Sil Tail
Red Rain w/Crackling & Red Tail Silver
Spider Web
Purple Peony w/Silver Tail
Gold Wave to Purple Chrys. w/Tail
Blue Peony w/Silver Palm Tree Core
Dragon Eggs to Gold Crackling w/Tail
Blue Chrysanthemum w/Silver Tail
Crackling Palm Tree w/Crackling Tail
Purple Willow
Ripples to Blue Wave w/Gold Tail
Color Flower Rain w/Silver Tail

24 Vulcan

Saphire Blue to Twilght Glitter
Pink Chrysanthemum
Saphire Blue Cascade Grasshopper
Green to Coral Yellow Green Strobe
Cardinal Purple Peony
Saphire Blue w/Midnight Snow Pistil
Twilight Glitter to Ruby
Blue to Red Double Ring w/Bowtie
Multi Color Chrys
Blue to Crackling Rain
Aqua Peony w/Orange Pistil
Aqua Chrysanthemum
Coral Yellow Chrysanthemum
Orange to Blue Chrysanthemum
Tri Color Double Layer Ring
Crackling Palm Tree w/Crackling Tail

2.5 INCH SHELLS

Mad Bomber
Fireworks Productions

Yorkville
St Patrick's

2.5 INCH SHELLS * main body

36 Wizard

Golden Spangle to Half Red Half Blue
Red to CracklingChrysanthemum
Yellow to Crackling Chrysanthemum
Red to Silver Peony w/Blue Pistil
Glittering Silver to Red Chrysanthemum
Glittering Silver to Green Chrysanthemum
Glittering Silver to Blue Chrysanthemum
Blue Ring w/Crackling Pistil
Green Crackling Coconut w/Pistil
Green & Gold Glittering Chrysanthemum
Blue to Red Flash
Green Peony w/Purple Pistil
Blue to Crackling Chrysanthemum
Red to Blue w/Coco Pistil
Glittering Silver to Yellow Peony
Glittering Silver to Purple Peony
Glittering Silver to Variegated Peony
Blue Crackling Coconut w/Tail
Red Crackling Coconut w/Tail
Purple & Gold Glittering Chrysanthemum
Blue Ring w/Silver Fish Pistil

36 Jinshan

Peach Chrysanthemum
Yellow Peony
Pink Peony
Lemon Chrysanthemum
Water Color Peony
Red to Silver Peony
Purple to Silver Peony
Blue to Silver Peony
Orange Wave
Purple Wave
Red wave
Blue to Red Peony
Silver Wave Red Chrysanthemum
Golden Wave Yellow
Red Strobe
White Strobe
Green Strobe
Red to Crackling Dahlia
Big Silver Chrysanthemum
Brocade Crown
Red Ring
Green Ring
Yellow Bee Crackling
Silver Bee Crackling

Mad Bomber
Fireworks Productions

Yorkville
St Patrick's

3 INCH SHELLS

36 Dominator

Red Peony w/Red Tail
Green & Purple Peony w/Tail
Green & Blue Chrysanthemum w/Tail
Glittering Big Willow
Five Pieces Willow
Red Stars w/1000Green w/Tail
Yellow to Crackling
Silver Crown to Red
Silver Crown to Yellow
Golden Gamboge to Blue
Golden Gamboge to Green
Silver Strobe
Brocade Crown to Red
Brocade Crown to Blue
Ripples to Red
Ripples to Blue
Red Peony w/Strobe Pistil
Color Flower Rain w/Silver Tail

24 Vulcan

Green Peony w/Palm Core & Tail
Red Peony w/Glitt Coco Core & Tail
Purple Peony w/Green Pistil & Pur Tail
Vareigated Chrysanthemum w/Blue Tail
Spangle Chrysanthemum w/Red Tail
Crack Flower Chrys w/Crack Tail
1/2 Yellow 1/2 Blue w/Blue Tail
Orange to Blue Chrysanthemum
Gold Wave Green Strobe Chrys
Glitt Silver to Green to Red
Red and Spangle Chrysanthemum
Silver Strobe w/Strobe Tail
Multi Color Chrysanthemum
Yellow to Crackling w/Crack Tail
Vareigated Color to Crack Flower
Ruby Red Peony
Blue to Crackling Rain
Crackling Palm Tree w/Crackling Tail

12 Yung Feng

White Twinkling Chrysanthemum
Variegated Cycas Bloom
Green Chrysanthemum w/Crackling
Golden Silk Chrysanthemum
Red Cherry Blossom w/Tail
Nishiki Kamuro
Crackling Nishiki Kamuro
Golden Wave to Purple Chrysanthemum
Glittering Silver to Red Chrysanthemum
Reddish Gamboge to Silver Chrysanthemum
Nishiki Kamuro Niagra Falls
Silver Willow

Mad Bomber
Fireworks Productions

Yorkville
St Patrick's

3 INCH SHELLS * main body

36 Wizard Brand

Silver Strobe
USA Style Titanium Whistle Cannister
Red to Crackling Chrysanthemum
Blue Cycas w/ Gold Tail
Crackling Spider to Yellow w/Silver Tail
Silver to Green to Blue Peony w/Gold Tail
Red to Blue Peony w/Coco Pistil w/ Sil. Tail
Gold Silk w/Gold Tail
Purple Chrys. w/Coco Pistil w/Sil Tail
Green to Flash w/Coco Pistil
Blue to Red Flash
Brocade Crown w/Blue Pistil
Red Cycas Blossom
Purple Peony w/Gold Coco Pistil
Firefly Waterfall w/Firefly Tail
Silver Palm Tree w/Silver Tail
Green Peony w/Coco Pistil
Gittering Silver to Vareigated

Dark Salute
Titanium Salute

Glittering Sil to Red w/Blue Pistil w/Sil Tail
Glittering Sil to Blue w/Red Pistil w/Sil Tail
Bowtie w/Ring w/Sil Tail
Green Peony w/Purple Pistil w/Sil Tail
Red Chrys w/Blue Pistil w/Gold Tail
Glittering Coconut w/Glittering Tail
New Rainbow Color Dahlia
Blue USA Style Cannister
RWB Peony to Crack Chrys w/Gold Tail
Glittering Silver to Blue
Yellow Chrys w/Coco Pistil w/Sil Tail
Magenta Peony w/Palm Core
1/2 Red 1/2 Blue Chrysanthemum
Red White & Blue Peony
Red to Crackling
Silver Peony w/Green Pistil
Gold Spangle w/Purple Pistil
Silver Fish w/BlueRing

Mad Bomber
Fireworks Productions

Yorkville IL
St Patrick's

Finale Shells

300 Raindow Comets to Gold Palms

60 2.5" Finale Shells

Kanto Mag Green Finale Wizard
Comet and Color Finale Wizard
Assorted Color Finale Vulcan Red
White and Blue Finale Wizard
Titanium Salute Finale

108 3" Finale Shells

Kanto Mag Green Finale
Dominator Color Finale
Dominator Specialty Finale
Dominator Transformation Finale
Freedom Golden Cycas Finale
Freedom Comet Color Cycas Finale
Kanto Comet and Color Finale
Kanto Premium Color Finale Vulcan
Red White and Blue Finale Vulcan
Twilight Glitter Finale Wizard Color
Finale
Wizard Specialty Finale
Wizard Brocade Crown Finale
Wizard Glittering Silver Finale Wizard
Coconut Palm Finale Wizard White
Strobe Finale
Wizard Color Ring Finale

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2021-57

Agenda Item Summary Memo

Title: Number of Aldermen

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Number of aldermen, poll update

Summary

Review of poll results for number of aldermen survey and consideration of an ordinance restricting the number of aldermen.

Background

This item was last discussed by the City Council at the November 23rd meeting. At that meeting, the City Council reviewed poll language and the poll was subsequently posted through the month of December. The poll results are attached, and the overwhelming preference of the residents is to keep the number of wards and aldermen at 4/8.

Recommendation

This is an agenda item for which the staff does not have a recommendation. The materials are in the packet for the City Council to legally vote on the matter, based on an assumed outcome of 4 wards and 8 aldermen.

Ordinance No. 2022-_____

AN ORDINANCE RETAINING THE NUMBER OF WARDS AND ALDERPERSONS OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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

WHEREAS, the City is divided into four (4) wards and governed by a Mayor, elected at large, and eight (8) alderpersons, two alderpersons being elected from each ward; and,

WHEREAS, the 2020 Federal Census has issued notification to the City that the results of this Census have shown that the City's population has increased to over 20,000 thereby potentially increasing the number of alderpersons to be elected and the number of wards in the City to one-half as many wards as alderpersons to be elected; and,

WHEREAS, paragraph (d) Section 3.1-20-10 of the Illinois Municipal Code (65 ILCS 5/3.1-20-10) provides:

> (d) If, according to the most recent federal decennial census results, the population of a municipality increases or decreases under this Section, then the municipality may adopt an ordinance or resolution to retain the number of alderpersons that existed before the most recent federal decennial census results. The ordinance or resolution may not be adopted more than one year after the municipality's receipt of the most recent federal decennial census results.

and,

WHEREAS, after due consideration, the Mayor and City Council have determined that it is in the best interests of the City to retain the current number of alderpersons and the current number of wards as permitted by law.

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

Section 1: That the number of alderpersons to be elected and serve the United City of Yorkville shall remain at eight, two alderpersons from each of the four (4) wards.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

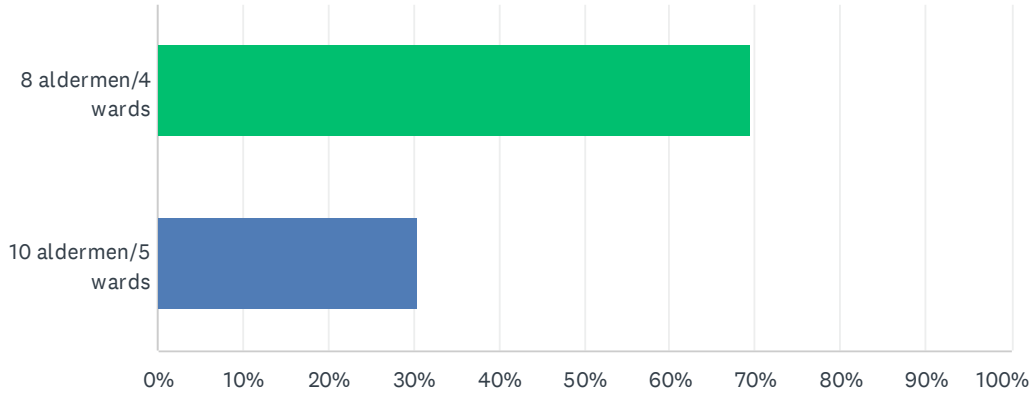
Attest:

_____

CITY CLERK

Q1 Would you like to see the City keep the current 4 wards / 8 aldermen arrangement, or move to 5 wards / 10 aldermen?

Answered: 108 Skipped: 0



ANSWER CHOICES	RESPONSES	
8 aldermen/4 wards	69.44%	75
10 aldermen/5 wards	30.56%	33
Total Respondents: 108		

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2022-01

Agenda Item Summary Memo

Title: 2022 Road to Better Roads Program

Meeting and Date: City Council – January 11, 2022

Synopsis: MFT Resolution and Cost Estimate Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: January 6, 2022
Subject: 2022 Roads to Better Roads Program

In accordance with the planned FY23 budget and Roads to Better Roads Program, we are proceeding with design of the 2022 program. The proposed improvements will include hot-mix asphalt removal and replacement, sidewalk removal and replacement, curb and gutter removal and replacement, driveway removal and replacement, pavement markings, and crack sealing on Cannonball Trail, Prairie Pointe Drive, Crimson Lane, E Main Street, Liberty Street, Worsley Street, Bruell Street, Coralberry Court, Spicebush Court, Burning Bush Drive, Buckthorn Court, W Barberry Circle, Hawthorne Court, Walsh Court, Walsh Circle, Sunflower Court, Columbine Court, Columbine Drive, Walsh Drive, Aster Drive, The current cost estimate for the project is $1,390,000. The budgeted MFT portion of the Roads to Better Roads Program is $1,025,000. The overall project budget is $1,300,000.

Note that adjustments will made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of $1,025,000.

Staff is seeking approval of the resolution from the City Council.

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

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Yorkville (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of _____

one million twenty five thousand and 00/100 Dollars ($1,025,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/22 (Beginning Date) to 04/30/23 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Yorkville (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Jori Behland (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Yorkville (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Yorkville (Name of Local Public Agency) at a meeting held on 01/11/22 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th (Day) day of January, 2022 (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
United City of Yorkville	Kendall	22-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Roadway Maintenance	IV	Yes						$1,390,000.00
							Total Operation Cost	$1,390,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	$1,025,000.00		$365,000.00	$1,390,000.00
Maintenance Total	$1,025,000.00		$365,000.00	$1,390,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	$1,025,000.00		$365,000.00	$1,390,000.00

Remarks

SUBMITTED

Local Public Agency Official

Date

Title: Mayor

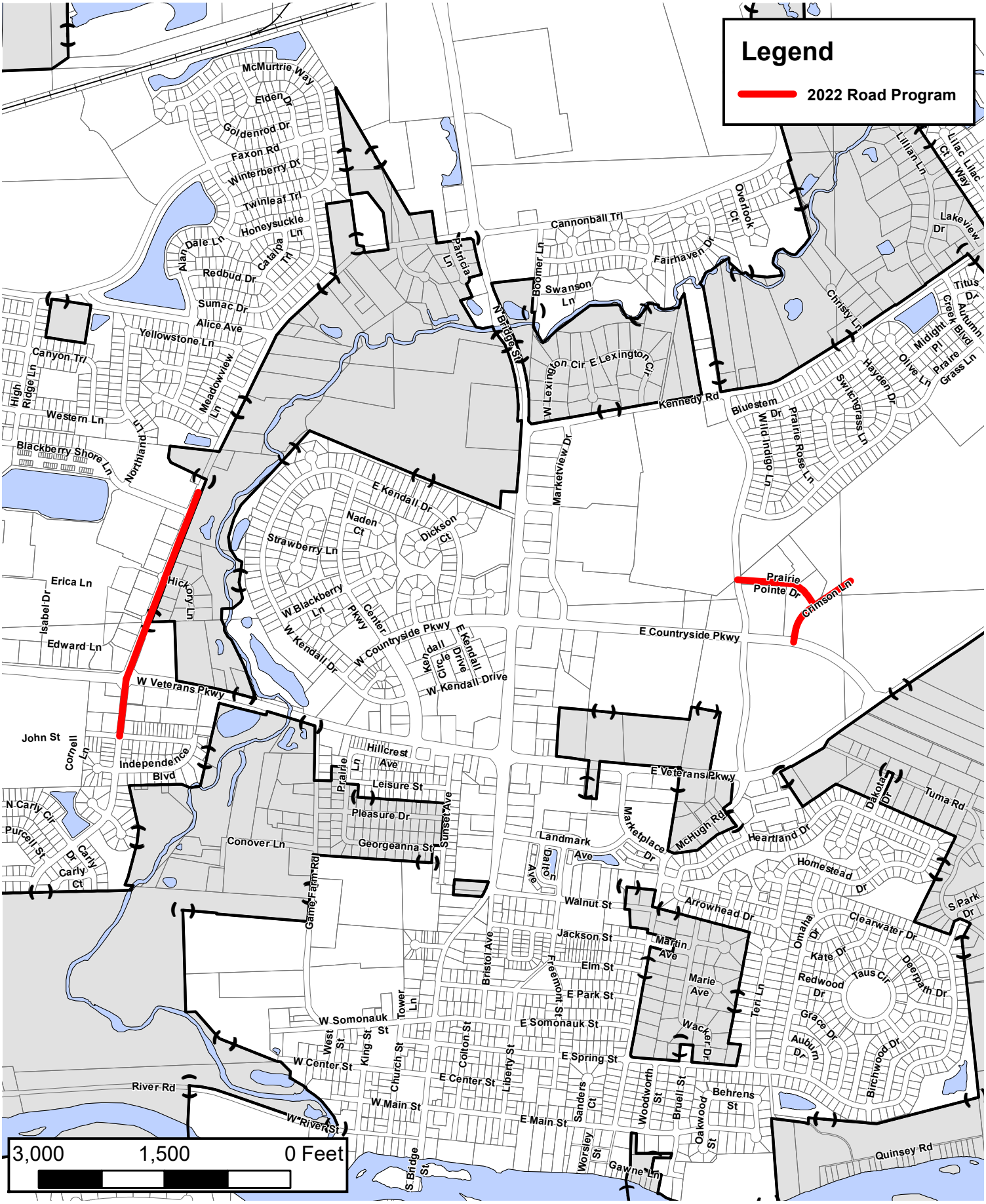
County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date



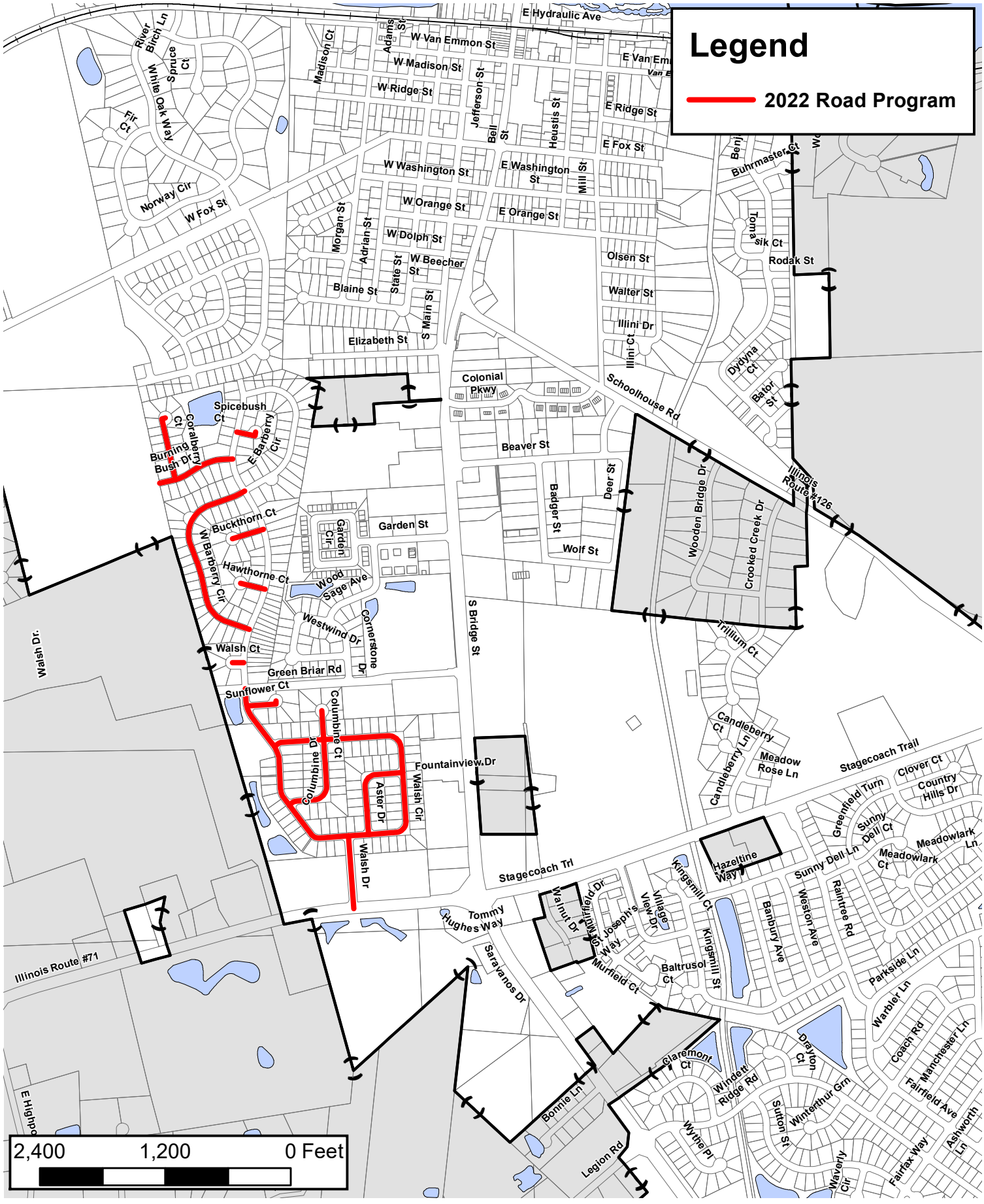
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	OCTOBER 2021
PROJECT NO.:	YO2142
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	YO2042_Road Program North Exhibit.MXD

ATTACHMENT E
PROPOSED 2022 RTBR PROGRAM
LOCATION MAP
NORTH

N



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United City of Yorkville
800 Game Farm Road
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630-553-4350

DATE:	OCTOBER 2021
PROJECT NO.:	YO2142
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	YO2142_Road Program South Exhibit.MXD

ATTACHMENT E
PROPOSED 2022 RTBR PROGRAM
LOCATION MAP
SOUTH

N

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2022-02

Agenda Item Summary Memo

Title: Community Development Block Grant Program

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

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Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: January 11, 2022
Subject: CDBG Economic Development Grant – BrightFarms Sewer Extension

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Summary

Consideration of a CDBG Economic Development Grant Application and Resolution of Support and Local Commitment for a sewer extension to serve BrightFarms.

Background

The Community Development Block Grant (CDBG) Program was established by the U.S. Housing and Community Development Act of 1974 ("HCD Act"). The programs assist Illinois communities that do not receive a HUD direct entitlement allocation with meeting their greatest economic and community development needs. Through the Economic Development Grant Program, local governments may request a maximum of $1,000,000 for gap financing to assist businesses locating or expanding in the community.

The City has an interested manufacturing entity looking to land in the Eldamain industrial corridor, and therefore is applying for $1,000,000 of CDBG support for this public infrastructure project in the form of a sewer extension. This infrastructure will enable BrightFarms to pursue the project and invest the private capital in a large local job-generating high-tech greenhouse. It is anticipated that the greenhouse will create an additional 80 jobs by November 1, 2023. This grant is a no risk, no fee, no-local-match-required grant application for utility extensions to new developments.

Illinois Greenhouse LLC is a wholly owned subsidiary of BrightFarms set out in 2011 with a mission to make a segment of the produce industry healthier, more local and more sustainable. It built a 40,000 sf greenhouse in Lower Makefield Township, Pennsylvania and added 20 farm staff to a small executive staff of five. Its model of growing fresh local lettuce and herbs shipped to retailers within 24 hours for longer shelf life and much smaller carbon footprint proved successful, allowing it to raise additional capital and launch its next phase of growth.

The attached Resolution of Support and Commitment of Local Funds is a requirement of the grant application process. It allows the City to proceed with the grant application for the sewer extension project and states that, if the grant is received, funds from the City's general fund and enterprise funds in the amount of $2,227,415 will be used, in conjunction with the grant monies, to fund the estimated total project cost of $3,227,415.

Recommendation

Staff recommends approval to move forward with the CDBG Economic Development Grant Application and approve the Resolution of Support and Commitment of Local Funds for a sewer extension to serve BrightFarms.

Resolution No. 2022-_____

RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT

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

WHEREAS, the City is applying to the State of Illinois for a Community Development Block Grant Program grant, and

WHEREAS, it is necessary that an application be made and agreements entered with the State of Illinois.

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

Section 1. That the City apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

Section 2. That the Mayor and City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.

Section 3. That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Section 4. that the City does hereby commit funds from the general fund and enterprise funds in the amount of $2,227,415 for use in conjunction with an Illinois Community Development Block Grant, for an estimated total project cost of $3,227,415.

Section 5. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution.

Section 6. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2022-03

Agenda Item Summary Memo

Title: Corneils Road Interceptor Sewer – PSA – Design Engineering

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Corneils Road sewer interceptor – design engineering agreement

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Summary

Consideration of a design engineering agreement with EEI related to a Corneils Road area sewer interceptor extension to serve the Bright Farms property and neighboring properties.

Background

This is the first time the City Council has discussed this item, as it is related to the CDBG grant application for the sewer project to Bright Farms. Indirectly, this engineering agreement is related to the City Council's prior goals to develop manufacturing and industrial properties throughout the City, and specifically along the Eldamain corridor. This item has not been presented to a committee due to timing considerations explained in the supplemental development status memo.

This design engineering agreement is a fixed fee amount of $166,488 plus estimated direct expenses of $31,000 for a total estimated cost of $197,488. The concept map of the proposed sewer line and estimated design timeline is at the end of the engineering agreement.

Recommendation

Staff recommends approval of the attached engineering agreement, in accordance with the plans set forth in the supplemental development status memo. This item is not time sensitive to the City, but the developer has opined that the status of the infrastructure extension is of major importance to them.

Corneils Road Interceptor Sewer
United City of Yorkville, IL
Professional Services Agreement - Design Engineering

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or “OWNER” and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or “ENGINEER” agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design engineering will be provided for approximately 9,840 linear feet of 10-inch, 16-inch, and 30-inch sanitary sewer interceptor (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of $166,488. Direct expenses are estimated at $31,000. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____day of _____, 2022.

United City of Yorkville:

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Brad Sanderson, P.E.
Chief Operating Officer / President

_____
Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

ATTACHMENT B
SCOPE OF SERVICES
CORNEILS ROAD INTERCEPTOR SEWER
United City of Yorkville, IL

The United City of Yorkville intends to install approximately 9,840 LF of 30-inch, 16-inch, and 10-inch sanitary sewer interceptor from Rob Roy Creek to the proposed Bright Farms development.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING

2.1 Project Management and Administration
- Budget Tracking
- Management of Personnel and the Engineering Contract

2.2 Project Meetings
- Project Kick-Off Meeting and Two (2) Design Progress Meetings Between the City and EEI
- Virtual Design Progress Meeting Between the City, Developer, and EEI prior to Bidding (20 Total)
- Coordination with the City and Developer

2.3 Topographic Survey
- Field Survey
- Prepare Legal Boundaries
- Drafting to Create Base File

2.4 Dry Utility and Subcontractor Coordination
- Design JULIE
- Plan Submission and Coordinate with Private Utilities
- Coordination with Subcontractors

2.5 Final Plans, Specifications and Estimates
- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QC/QA

2.6 Regulatory Agency Coordination and Permitting
- Prepare IEPA Construction Permit Application and Acquire Permit
- Prepare IEPA NOI (Notice of Intent due project disturbance exceeding 1 acre)
- Prepare ComEd and Acquire ComEd Permit/Easement for Work Within ComEd Right-of-Way
- Coordinate with US Army Corps of Engineers, Rob Roy Creek Drainage District, and YBSD as required.

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

Preparation of easement documents by EEI to be included in easement agreements prepared by the City attorney. The scope of work is based on preparing four (4) easement documents as there are four (4) property owners along the project route.

The following scope of services will be provided by EEI's subconsultant's:

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Ten (10) Soil Borings
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 663 Permit

Wetland Delineation (GZA)

- Wetland Delineation and Reporting
- Prepare US Army Corps of Engineers Permitting

EXCLUSIONS

The above scope of services for the Corneils Road Interceptor Sewer includes the following exclusions:

- Easement Negotiations
- Preparation of Easement Agreements
- Public and/or Private Meetings Attendance
- Environmental Surveys Including but Not Limited to Tree Surveys

The above scope for "Corneils Road Interceptor Sewer" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
CORNEILS ROAD INTERCEPTOR
United City of Yorkville, IL
December 21, 2021

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	SENIOR PROJECT ENGINEER I	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	$217	$212	$174	$162	$206	$185	$158	$158	$147	$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration		20	72	-	-	2	-	-	-	-	-	94	$ 20,016
2.2	Project Meetings		23	23	32	-	-	-	-	-	-	-	78	$ 15,435
2.3	Topographic Survey		-	-	-	-	67	27	87	-	-	-	181	$ 32,543
2.4	Dry Utility and Subconsultant Coordination		-	-	16	-	-	-	-	-	-	-	16	$ 2,784
2.5	Final Plans, Specifications and Estimates		6	10	248	48	-	-	-	60	60	-	432	$ 72,650
2.6	Regulatory Agency Coordination and Permitting		-	22	64	9	-	-	-	-	-	-	95	$ 17,258
2.7	Bidding and Contracting		2	6	17	4	-	-	-	-	-	7	36	$ 5,802
	Design Engineering Subtotal:		**51**	**133**	**377**	**61**	**69**	**27**	**87**	**60**	**60**	**7**	**932**	**$ 166,488**
	PROJECT TOTAL:		**51**	**133**	**377**	**61**	**69**	**27**	**87**	**60**	**60**	**7**	**932**	**166,488**

DIRECT EXPENSES		
Printing =	$	500
Geotech & CCDD =	$	14,000
Easement Documentation =	$	9,000
Wetland Delineation & Army Corp Permitting =	$	7,500
DIRECT EXPENSES =	**$**	**31,000**

LABOR SUMMARY		
Engineering Expenses =	$	114,743
Surveying Expenses =	$	32,955
Drafting Expenses =	$	18,300
Administrative Expenses =	$	490
TOTAL LABOR EXPENSES =	**$**	**166,488**

TOTAL EXPENSES =	**$**	**197,488**

Engineering Enterprises, Inc.

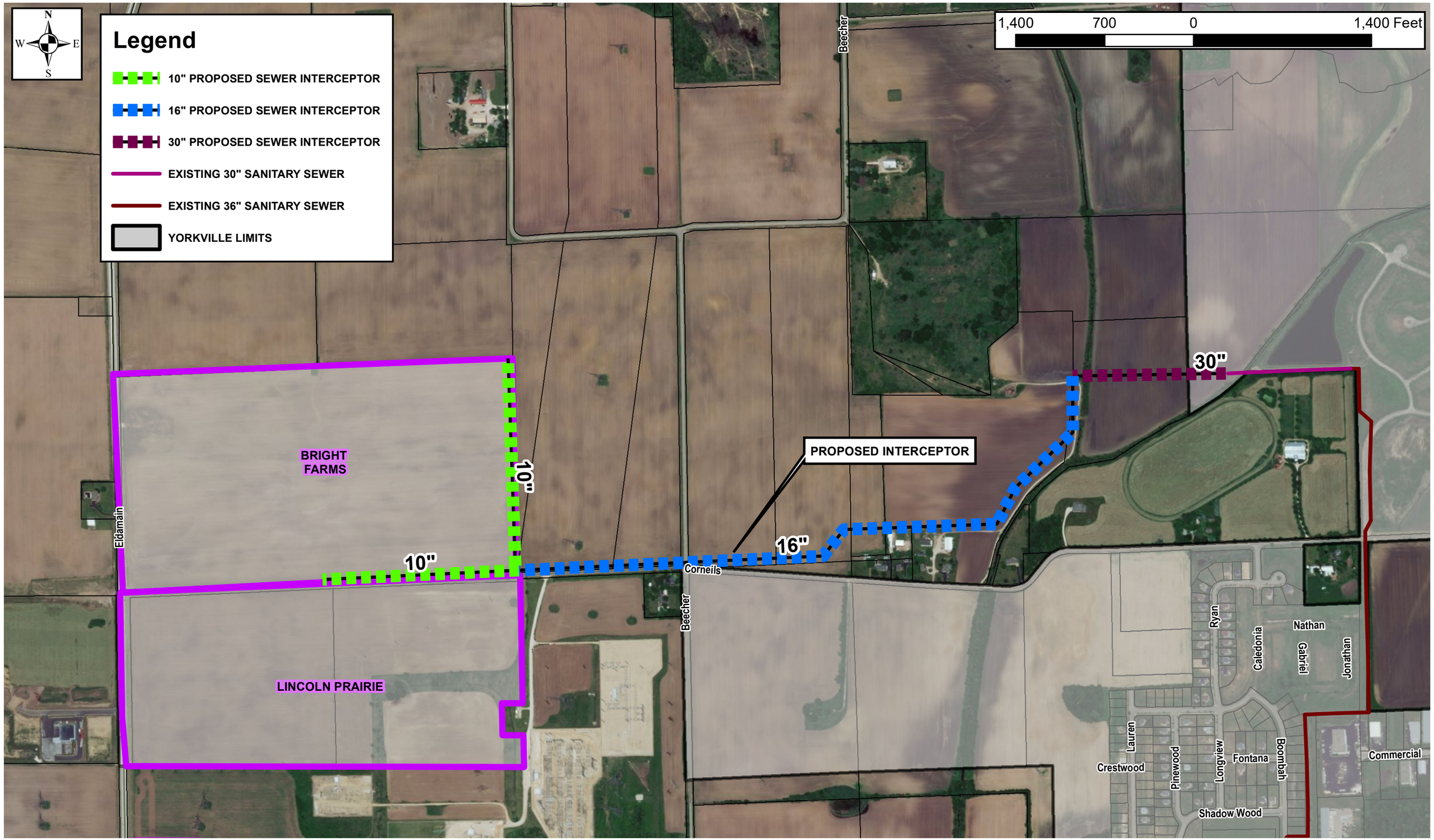
Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT D
ANTICIPATED PROJECT SCHEDULE
CORNEILS ROAD INTERCEPTOR SEWER
UNITED CITY OF YORKVILLE, IL
December 21, 2021

WORK ITEM NO.	WORK ITEM	Year:	2022																																					
		Month:	January				February				March				April				May				June				July				August				September				October				November			
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
DESIGN ENGINEERING																																												
2.1	Project Management and Administration																																												
2.2	Project Meetings																																												
2.3	Topographic Survey																																												
2.4	Dry Utility and Subcontractor Coordination																																												
2.5	Final Plans, Specifications, and Estimates																																												
2.6	Regulatory Agency Coordination and Permitting																																												
2.7	Bidding and Contracting																																												

ANTICIPATED SCHEDULE:

PSA Approved at City Council Meeting	1/11/2022
Easement Negotiations (By Others)	3/1/2022 to 6/30/2022
Wetland Delineation	5/1/2022 to 6/30/2022
Construction	12/1/2022 to 3/31/2023



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

NO.	DATE	REVISIONS

DATE: DECEMBER 2021
PROJECT NO.: YO2116
PATH: H:/GIS/PUBLIC/YORKVILLE/2021/
FILE: YO2116-Yorkville - Bristol Sanitary District Sanitary Sewer Improvements Zoom in 12-21-21 With 10in

CORNEILS ROAD SANITARY INTERCEPTOR
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ATTACHMENT E
LOCATION MAP

Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$217.00
Principal	E-3	$212.00
Senior Project Manager	E-2	$206.00
Project Manager	E-1	$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	$162.00
Project Engineer/Planner/Surveyor	P-4	$147.00
Senior Engineer/Planner/Surveyor	P-3	$135.00
Engineer/Planner/Surveyor	P-2	$123.00
Associate Engineer/Planner/Surveyor	P-1	$110.00
Senior Project Technician II	T-6	$158.00
Senior Project Technician I	T-5	$147.00
Project Technician	T-4	$135.00
Senior Technician	T-3	$123.00
Technician	T-2	$110.00
Associate Technician	T-1	$ 97.00
GIS Technician	G-1	$100.00
Engineering/Land Surveying Intern	I-1	$ 79.00
Administrative Assistant	A-3	$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		$ 15.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$ 200.00
Expert Testimony		$ 250.00

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Bright Farms development status memo

Summary

Review of the status of the Bright Farms development.

Background

Staff has been approached by the Bright Farms development arm with the possibility to site their lettuce farm and growing operation on a property near Eldamain and Corneils Road. While Bright Farms has not finalized an exact site plan or development proposal, and has not formally submitted a plan to the City, they have indicated that their project could be around 100 acres of greenhouses and related operational buildings at full buildout, will bring dozens of jobs to the area, and could be open as soon as 2023.

The Eldamain Rd corridor is planned for manufacturing and industrial development and has been the subject of many City planning efforts and discussion over the past several years. In general, this area does not have any water or sewer utility access, and so any new manufacturing or industrial development would have to extend necessary utilities out to the site in order to develop. Past estimates for these water and sewer utility extensions have been several million dollars each, depending on the proximity of the subject properties to current utility pipes. This is usually a major hurdle to economic development recruitment.

During our recruitment meetings with Bright Farms, they understood the utility issues in the region and expressed a willingness to fund and assist with efforts to extend the utilities to their proposed site. They have verbally indicated that they would be willing to make progress payments on the design engineering agreement and all of the construction costs for the sewer utility extension, subject to a development agreement that indicates how they recapture costs from other benefitting properties in the region. We have attached:

1) a very early cost estimate, greater than $3m in total construction costs
2) a conceptual sewer route, beginning north of the Caledonia subdivision, running west down Corneils Rd to the property
3) a sewer utility tributary area map (possible properties that would benefit from the sewer, generally north of site towards Galena Road)
4) a possible funding breakdown (a combination of unverified, and uncommitted YBSD fees, the DCEO grant, developer funding, developer front funding, and funds TBD)

In general, our earliest estimates is that Bright Farms would only use a portion of each of the different sewer lines on the property (between 24% and 49% depending on the branch), and so theoretically they should only be on the hook for those costs. To be clear, those are early estimates and have not been through a more detailed analysis which would be part of a recapture agreement negotiation – but, the concept is that they understand that developments have typically paid for infrastructure extensions in the past, that the City has been significantly impacted by funding utility extensions in the past, and that recapture agreements would allow them to fund the cost of the sewer now and recapture those costs from other properties as they develop in the future. Those development / recapture agreement negotiations have not begun with Bright Farms, but we would anticipate an agreement or a memorandum of understanding to be available for the January 25th City Council meeting for public review. The Bright Farms development team has let us know that they have an interest in getting their operations going in Illinois as soon as possible to meet market demand.

Bright Farms development due diligence has brought them to many sites within the region, including previously announcing a development in the City of Plano. That site is still under consideration, but has run into utility extension issues. Thus, Bright Farms is looking at a Yorkville site for their consideration. As part of their due diligence in Plano and Yorkville, they had identified the DCEO grant for utility extensions as a possible source of funding. This grant is fully explained in the related memo from Erin Willrett. The grant application has no fee and no risk to the City, and so the developer asked us to apply for the grant as soon as possible so they would have more time to finalize their due diligence efforts and project funding discussion.

The second agenda item related to the Bright Farms development is the design engineering agreement with EEI for the sewer extension. This ~$200,000 agreement is necessary to begin as soon as possible to meet the Bright Farms project timelines. They have verbally agreed to make progress payments up to $200,000 as long as they get recapture ability on a portion of the project in the future, as other properties develop. Those details are yet to be negotiated, but we wanted to get authorization for the design engineering agreement in case Bright Farms begins to send us checks to fund progress payments for engineering agreement. If that occurs, the City staff will have to manage the timing of the deposits and the invoices to make sure the City is not at risk. However, it should be noted that approval of the engineering agreement by the City Council at tonight's (or a subsequent meeting) would be legal authorization to proceed – but we are committing to manage that in a way such that the City is not on the hook for funding the engineering agreement until it has a formal, written agreement with the developer. If this arrangement is not acceptable to the City Council, the project timeline will be pushed back and the developer may not move forward in Yorkville.

Finally, the last development issue related to this site is an early heads up that the Bright Farms operations can not use the City's potable, chlorinated water supply. The presence of chlorine in the water supply greatly impacts lettuce growth, and so they will have to use their own water sources for growing operations. For the limited office uses within the development, a $5m+ water main extension to the site is not economically feasible. Instead, the developer has asked to drill their own water well. While this request is not allowed by the City Code without City Council authorization, and the City is going through its own water supply issues, the project will not occur without its own water well. Bright Farms has preliminarily indicated their

extreme water conservation and recycling measures they take on their property, and we expect to receive a future public presentation on the matter so the City Council can consider the request. Based on our decision to move to Lake Michigan water in the near future, the long-term impact of this single manufacturing user on the City's underground aquifers appear to be limited. Additionally, there may be a possibility of a shallow well on the site, which would not touch the City's deep aquifers but may impact neighboring properties shallow aquifers. These are all items that would have to be reviewed by staff and the City Council at a later date. The developer is aware that these issues are complex and sensitive, and the developer has already done some well studies and is currently digging a test well to refine their analyses

Recommendation

This is an informational item.

Engineering Enterprises, Inc.
52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO2116-DR
DESIGNED:	NLS
DATE:	November 11, 2021
PROJECT TITLE:	**Bright Farms**

Preliminary Cost Estimate - Sanitary

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	SEWER CONSTRUCTION - PIPE SEWERS, 10" PVC	LF	3,328	$ 130.00	$ 432,640.00
2	SEWER CONSTRUCTION - PIPE SEWERS, 16" PVC	LF	5,285	$ 175.00	$ 924,875.00
3	SEWER CONSTRUCTION - PIPE SEWERS, 30" PVC	LF	1,260	$ 275.00	$ 346,500.00
4	BORE AND JACK 42" STEEL CASING PIPE	LF	130	$ 1,000.00	$ 130,000.00
5	CONNECT TO EXISTING SANITARY SEWER	EACH	1	$ 5,000.00	$ 5,000.00
6	TYPE A SANITARY MANHOLE 4' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	8	$ 6,000.00	$ 48,000.00
7	TYPE A SANITARY MANHOLE 5' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	13	$ 7,500.00	$ 97,500.00
8	TYPE A SANITARY MANHOLE 6' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	4	$ 9,000.00	$ 36,000.00
9	FOUNDATION MATERIAL	CY	200	$ 50.00	$ 10,000.00
10	SELECT GRANULAR BACKFILL	CY	200	$ 50.00	$ 10,000.00
11	SANITARY SEWER AIR TEST	LS	1	$ 30,000.00	$ 30,000.00
12	SANITARY SEWER DEFLECTION TEST	LS	1	$ 15,000.00	$ 15,000.00
13	MANHOLE VACUUM TESTING	LS	1	$ 9,000.00	$ 9,000.00
14	TELEVISING SANITARY SEWER	LS	1	$ 15,000.00	$ 15,000.00
15	TOPSOIL, STRIP, STOCKPILE AND REPLACEMENT	LS	1	$ 150,000.00	$ 150,000.00
16	SOIL EROSION AND SEDIMENTATION CONTROL	LS	1	$ 12,000.00	$ 12,000.00
17	MISC. REMOVALS	LS	1	$ 12,000.00	$ 12,000.00
18	TRAFFIC CONTROL AND PROTECTION	LS	1	$ 35,000.00	$ 35,000.00
				SUBTOTAL	$ 2,318,515.00
				CONTINGENCY (20%)	$ 463,700.00
				TOTAL	$ 2,782,215.00
				DESIGN ENGINEERING (8%)	$ 222,600.00
				CONSTRUCTION ENGINEERING (8%)	$ 222,600.00
				TOTAL PRELIMINARY COST ESTIMATE	**$ 3,227,415.00**

NOTES:

- SANITARY MANHOLE EVERY 400'

09/12

- MINIMUM 3' COVER

- 6' WIDE UTILITY TRENCH BACKFILL

- BORE AND JACK UNDER ROB ROY CREEK

- SANITARY SEWER INSTALLED THROUGH EXISTING FARMFIELDS - EASEMENT TO BE OBTAINED

- SELECT GRANULAR BACKFILL UNDER AND WITHIN 2' OF STRUCTURE

- FOUNDATION MATERIAL IS ASSUMED QUANTITY

N
W E
S

2,000 1,000 0 2,000 Feet

INVERT = 630.1 FT

30"

16"

10"

10"

BRIGHT FARMS

LINCOLN PRAIRIE

LINCOLN PRAIRIE

PROPOSED INTERCEPTOR

Beecher

Beecher

Eldamain

Eldamain

Faxon

Faxon

Corneils

Ryan

Caledonia

Nathan

Gabriel

Jonathan

Crestwood

Pinewood

Lauren

Fontana

Shadow Wood

Commercial

Bridge

Boombah

McMurtrie

Nan Dale

Elden

Goldenrod

Faxon

Winterberry

Twinleaf

Honeysuckle

Sumac

Cannonball

Patricia

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

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

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

NO.	DATE	REVISIONS

DATE: NOVEMBER 2021
PROJECT NO.: YO2116
PATH: H:/GIS/PUBLIC/YORKVILLE/2021/
FILE: YO2116-Yorkville - Bristol Sanitary District Sanitary Sewer Improvements Zoom in 11-10-21

POTENTIAL ELDAMAIN CORRIDOR DEVELOPMENT
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROPOSED SANITARY SEWER IMPROVEMENTS

N
W E
S

2,000 1,000 0 2,000 Feet

% ANN MARIE HAGEMANN
HAGEMANN FAMILY TRUST

Beecher

Galena

% ANN MARIE HAGEMANN
HAGEMANN FAMILY TRUST

ROSENWINKEL FAMILY
TRUST ET AL 501

MARY
AUER

KATHERINE
SCHULTZ

COMMONWEALTH
EDISON

TWO STAR
ENTERPRISES LLC

KATHERINE
SCHULTZ

ROSENWINKEL FAMILY
TRUST ET AL 501

GEORGE & ANNA
MARCESTREKO

GARY & BETTY
BENNETT

LARRY WILLIAMSON
LAND COMPANY

ROSENWINKEL FAMILY
TRUST ET AL 501

COMMONWEALTH
EDISON

ROSENWINKEL FAMILY
TRUST ET AL 501

ROSENWINKEL FAMILY
TRUST ET AL 501

INVERT = 630.1 FT

Waterpark

Bridge

A

10"

E

30"

GARY L & BETTY
S BENNETT

BRIGHT
FARMS

PROPOSED INTERCEPTOR

16"

D

GARY & BETTY
BENNETT

MCARTHUR JOAN TR MCARTHUR
JAMES B & VIRGINIA TR &

Corneils

A-2

10"

B

C

Beecher

Eldamain

LINCOLN PRAIRIE

Ryan

Caledonia

Nathan

Capitol

Jonathan

Longview

Pinewood

Crestwood

Lauren

Shadow Wood

Commercial

Boombah

Legend

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

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

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

NO.	DATE	REVISIONS

DATE: NOVEMBER 2021
PROJECT NO.: YO2116
PATH: H:/GIS/PUBLIC/YORKVILLE/2021/
FILE: YO2116-Bristol Sanitary District Sanitary Sewer Improvements Tributary 11-10-21

POTENTIAL ELDAMAIN CORRIDOR DEVELOPMENT
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

SANITARY SEWER IMPROVEMENTS
PROPOSED TRIBUTARY AREA

Potential Funding Breakdown - Bright Farms
November 12, 2021

Preliminary Estimate 30" Interceptor	$	772,350.00
YBSD - Infrastructure Fee	$	507,360.00
Balance - YBSD TBD	**$**	**264,990.00**

NOTE: 30" INTERCEPTOR typically under YBSD control

Preliminary Estimate 16" Interceptor	$	1,652,875.00
Bright Farms (24% Capacity)	$	396,690.00
16" Interceptor Balance	**$**	**1,256,185.00**
Preliminary Estimate 10" Sanitary	$	802,140.00
Bright Farms (49% Capacity)	$	393,048.60
10" Sanitary Balance	**$**	**409,091.40**
Total Balance	**$**	**1,665,276.40**
DCEO Grant (City)	$	1,000,000.00
Additional Funding Needed	**$**	**665,276.40**

Funding Summary: Total

Cost	**$**	**3,227,365.00**
YBSD Funding, concept	**$**	**772,350.00**
Bright Farms Funding	**$**	**789,738.60**
DCEO Grant	**$**	**1,000,000.00**
TBD Funding	**$**	**665,276.40**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2021-72

Agenda Item Summary Memo

Title: Solid Waste Recommendation

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 12/21/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-72

Type of Vote Required:

Council Action Requested:

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Shanel Gayle, Purchasing Manager
CC: Bart Olson, City Administrator
Date: January 11, 2022
Subject: Solid Waste Refuse Contract

Summary

Approval of the Resolution approving the contract with Groot, as the City's solid waste hauler, for the period of May 1, 2022 through April 30, 2027.

Background

The City published the Solid Waste RFP on October 1, 2021, and it contained a request for solid waste collection services that mirrored the scope of the City's current contract with an additional request for on-demand hazardous household waste collection, a service that would be exclusive to this region. Two proposals were received on November 1, 2021. A proposal from Groot and a proposal from the City's existing carrier, Waste Management. Staff presented the proposal results to the Public Works Committee at the December 21, 2021 meeting.

For ease of use, we have provided the following price/service table showing current costs and first-year only costs for 65-gallon/96-gallon toter service:

	Current Solid Waste Collection Cost, Per Month Per Household		May 1, 2022 to April 30, 2023 Cost, Per Month Per Household
Waste Management (current, 65 gallon or 96 gallon)	$18.21		N / A
Groot, no hazardous (proposed, 65 gallon or 96 gallon)	N / A		$18.79 or $18.99
Waste Management with Hazardous (proposed, 65 gallon or 96 gallon)	N / A		$29.03
Waste Management, no Hazardous (proposed, 65 gallon or 96 gallon)	N / A		$29.03

The committee recommended staff negotiate a contract with Groot based on the lower cost in aggregate. The Groot proposal contains monthly fees much less than the Waste Management proposal (by roughly $10 per month per household) and in line with the City's current monthly user fees ($18.21 per month per household current compared to ~$18.79 per month per household proposed). For the first year, Groot proposed a 1% increase, from $17.61 to $17.81 monthly for the 35-gallon totes, which are available to seniors only. The 65-gallon totes monthly cost is a proposed increase of 3% from $18.21 to 18.79, and a proposed 4% increase for the 96-gallon totes from $18.21 to $18.99 monthly.

Groot's proposal did not include hazardous household waste services within their proposal but will provide similar services to the City's current solid waste contract. Groot will provide the City with weekly curbside collection for refuse, recycling, electronic recycling, and one bulk item under 50 pounds. Services only provided during April 1st through the first full pickup week in December are yard waste and the organic composting program. Yard waste materials are to be placed in "Kraft" paper bags or bundled and tied in biodegradable twine for curbside pickup. Residents will be allowed to comingle organic material/food scraps but will require the use of a 65 gallon tote. Oversized/overweight items and white goods (domestic and/or large commercial appliances) are items that require scheduling for pickup, at an additional fee. Curbside Christmas tree collection will be provided during the first and second full weeks in January each year.

Groot has also provided the City with an option to extend yard service for two additional weeks at an added cost. To extend this service through the full third week of December, it would cost .42 cents per household, per month. The additional two weeks will annualize the contract to $33,445.44 in the first year of the contract. If the Council would like to add extended yardwaste collection into the contract at the additional cost, the City attorney has opined a motion could be made at the meeting.

Recommendation

Staff recommends approval of the Resolution approving the contract with Groot, as the City's solid waste hauler, for the period of May 1, 2022, through April 30, 2027. Below is the pricing for the contract term:

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection	35 Gallon Tote (Senior Only)	$ 17.81	$ 18.52	$19.26	$ 20.03	$20.83
	65 Gallon Tote	$ 18.79	$ 19.54	$20.32	$ 21.13	$21.98
	96 Gallon Tote	$ 18.99	$ 19.75	$20.54	$ 21.36	$22.21
	Total	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

Resolution No. 2022-_____

A RESOLUTION APPROVING A CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTIONS SERVICES WITH GROOT, INC.

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

WHEREAS, the City issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received two responses to the Request for Proposals which have been reviewed to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract based

on the proposal from Groot Inc., as attached hereto.

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 *CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION* with Groot Inc., attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved, and John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2021, 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 City issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received Requests for Proposals and reviewed said proposals to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that to enter into a contract with Groot as further described herein and attached hereto is in the best interest of the City.

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

II. TERMS AND CONDITIONS

1. MUNICIPAL ORDINANCES

1.1 The successful Contractor will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

2 USE OF MUNICIPAL NAME

2.1 The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

3.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and hold harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise to the extent directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the City for its own negligence or that of third parties. The Contractor shall indemnify, keep and save harmless the City only to the extent where a loss

was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors

3.2 The rights granted to Contractor under the contract shall be exclusive. The City may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the agreement.

4. NONDISCRIMINATION

4.1 Contractor shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #1l246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210l et. seq.

5. SEXUAL HARASSMENT POLICY

5.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

5.1.1 Notes the illegality of sexual harassment;
5.1.2 Sets forth the State law definition of sexual harassment;
5.1.3 Describes sexual harassment utilizing examples;
5.1.4 Describes the Contractor's internal complaint process including penalties;
5.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 In the event of the Contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of

the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

6.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

7.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

7.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contact or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

7.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

7.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

7.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

7.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

7.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PREVAILING WAGE ACT

8.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.,* for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.

8.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all

reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

9 INSURANCE REQUIREMENTS –

9.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	$500,000	Statutory
Employers Liability	$1,000,000	Each Accident
	$1,000,000	Disease Policy Limit
	$1,000,000	Disease Each Employee
Comprehensive General Liability	$2,000,000	Each Occurrence
	$2,000,000	Aggregate
Commercial Automobile Liability	$1,000,000	Each Accident
Umbrella Liability	$ 5,000,000	

9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.

9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

9.4 Workers Compensation coverage shall include a waiver of subrogation against the City.

9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

9.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insured" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor of Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

9.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder.

10. COPYRIGHT/PATENT INFRINGEMENT

10.1 The Contractor agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

11. COMPLIANCE WITH OSHA STANDARDS

11.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

12. CERCLA INDEMNIFICATION

12.1 In the event this is a contract that has environment aspects, the Awarded Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq.,

as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Contractor, both before and after its disposal.

13. SUBLETTING OF CONTRACT

13.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Contractor from their obligation or change the terms of the contract.

14. [Section purposefully left blank]

15. TERMINATION OF CONTRACT

15.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Contractor, in the event of default by the Awarded Contractor unless such alleged default has been cured by Contractor within said ten (10) day period. Default is defined as failure of the Awarded 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 that the Awarded Contractor fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Contractor. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Contractor.

16. BILLING & PAYMENT PROCEDURES

16.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.

16.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

16.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

17. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE CITY

17.1 The relationship between the City and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

18. STANDARD OF CARE

18.1 Services performed by Contractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

18.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services for the Project.

19. GOVERNING LAW

19.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

20. SUCCESSORS AND ASSIGNS

20.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Contractors.

21. WAIVER OF CONTRACT BREACH

21.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

22. AMENDMENT

22.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

23. CHANGE ORDERS

23.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

24. SEVERABILITY OF INVALID PROVISIONS

24.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

25. NOTICE

25.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560

And to the Contractor as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

26. DEFINITIONS

26.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.
Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a "disposal unit" shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard-waste" as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a "disposal unit" shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

Household Hazardous Waste shall mean, leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when you dispose of them.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under "Garbage and Rubbish" above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as "Bulk Item"), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All "white goods" including those containing CFC's (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB's (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this

Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradablenatural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

27. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

27.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.

27.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a $1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.

27.3 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

27.4 Yard-waste collection shall begin each year on the 1st collection day in April and through the first full pickup week in December.

28. SCOPE OF WORK

28.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

28.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

28.3 Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the City shall not over-load (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

29. COLLECTION UNITS

29.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

29.2 There are approximately 6636 units serviced. Along Colonial Parkway, there is a multi-unit complex with 20 buildings and approximately 80 units. Currently Colonial Parkway is being serviced by 2-yard containers with recycling carts due to the tight space within the development.

29.3 The City has experienced a high growth rate with 300 homes built in 2021 and 400 projected to be built in 2022.

30. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

30.1 Totes or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

30.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

1) the provided totes
2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

30.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

30.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.

30. 5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.

30.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.

31. ACCEPTABLE/UNACCEPTABLE MATERIAL

31.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.

31.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.

32. EXAMINATION OF SERVICE AREA

32.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.

33. ALTERNATIVES AND DEVIATIONS

33.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.

33.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.

33.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.

33.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.

33.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

34 CHRISTMAS TREE COLLECTION

34.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

35. YARD-WASTE/BUNDLED BRUSH COLLECTION

35.1 Yard-waste collection programs

As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the first full pickup week in December.

36. RECYCLABLE MATERIAL PROGRAM

36.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

36.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

36.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.

36. 4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.

36.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).

36.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.

36.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.

36.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.

36.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.

36.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 5 In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

36.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

36.12 The City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

37. ELECTRONIC WASTE MANAGEMENT

37.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the

curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

38. CURBSIDE COMPOSTING PROGRAM

38.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

38.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.

38.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5 In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

38.4 Yard waste may also be co-mingled in with the organic compost material.

38.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

39. HOUSEHOLD HAZARDOUS WASTE COLLECTION

39.1 The CONTRACTOR shall allow for the collection of Household Hazardous Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Hazardous Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

39.2 The City's household hazardous waste program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.

39.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for materials as set forth in Appendix 5 In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

39.4 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential household hazardous waste program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

40. AMNESTY DAY

40.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

41 COLLECTION FROM MUNICIPAL FACILITIES

41.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

42 STICKER DESIGN AND DISTRIBUTION

42.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.

42.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

43. [Section purposefully omitted]

44. BILLING PROCEDURES

44.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the respective municipality. The City shall provide the contractor with the number of occupied UNITS within the municipality on a monthly basis.

45. MONTHLY REPORTING

45.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:

45.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

45.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

45.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

45.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

45.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

45.7 Household Hazardous Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

46. CONSUMER EDUCATION

46.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling, e-recycling, organics, household hazardous waste and yard-waste collection programs. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

46. TITLE TO WASTES

46.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle. Notwithstanding the foregoing:

(a) Contractor shall have no obligation to collect any material which is or contains, or which Con-tractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste");

(b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and

(c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

47. DISPOSAL

47.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

48. RATES AND SPECIAL RATES

48.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

49. SPECIAL & EMERGENCY COLLECTIONS

49.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yards as requested by the City) for refuse and recycling collection during ALL City managed special events. The Contractor agrees to provide free portable toilets and handwashing sinks during ALL City managed special events. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yards as requested by the City) for refuse for street sweeping materials throughout the year, as requested by the City. The Contractor agrees to provide 20, 20-yard dumpsters at 651 Prairie Pointe Lane over a several week period in late Summer or early fall 2022. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

50. SCHEDULE AND TIME OF COLLECTIONS

50.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.

50.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

50.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

51. HOLIDAYS

51.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only. If the holiday falls on a Sunday, service will not be interrupted, and collection will run on a normal schedule

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

51.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

52. SCHEDULE ADHERANCE

52.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three-week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

53. PLACE OF PICK-UP

53.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

54. REPLACEMENT DAMAGE

54.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If

the original container was supplied by the resident, then the replacement container shall be the property of the resident.

54.2 Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.

55. COLLECTION VEHICLES

55.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

56. EMPLOYEES

56.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

57. ACCIDENT PREVENTION

57.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

58. COMPLAINT PROCEDURE

58.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form

to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

58.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

59. COMPLAINTS

59.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

60. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

60.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

61. NEW CUSTOMERS

61.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

62. EXCLUSIVE GRANT/INTENT

62.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This

grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

63. QUALIFICATIONS/REFERENCES

63.1 The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

64. PROPOSAL SECURITY

64.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars ($5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.

64.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond ($500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

65. TERM OF CONTRACT

65.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on May 1, 2022 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2027. Upon request, the City may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on April 30, 2028. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

66. STICKER REFUND

66.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

65. PERFORMANCE BOND

65.1 The Contractor shall provide a performance bond issued by a surety in an amount of $500,000 to the City.

66. EMERGENCIES

66.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

67 LOCAL IMPROVEMENTS

67.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

68. TAXES, LICENSES & PERMITS

68.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

68.2 Notwithstanding anything to the contrary, the Contractor may pass through and the City shall pay any cost incurred by the Contractor as the result of any new state law, federal law or local ordinance which shall apply to all providers of scavenger services in the State of Illinois.

69. DEFAULT

69.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City , respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

70. STRIKES/FORCE MAJEURE

70.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

71.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any

reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

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:

CONTRACTOR:

_____
City Clerk

By: _____
Signature

Attest:

_____
Print Name and Title

_____
Witness

Project Name: Yorkville Solid Waste Collection Services

Groot, Inc.
710 E. South St. Unit B
Plano, IL 60545

Contact: Josh Molnar
847-734-6393
jmolnar@groot.com

Proposal Due Date & Time: Monday, November 1, 2021 at 10:00 a.m.

COVER LETTER

Groot Industries, Inc.

2500 Landmeier Road
Elk Grove Village, IL 60007
Phone: 773/242-1977
Fax: 773/601-8639
www.groot.com

Since 1914

November 1, 2021

Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Dear Mr. Olson:

Groot Industries appreciates the opportunity to submit this proposal to the United City of Yorkville. We understand the terms and conditions contained in the RFP and will comply will all provisions as indicated.

We are particularly pleased, due to the fact that your needs coincide so well with our corporate strengths and experience. This gives us the confidence level that we can perform the task required with a high degree of excellence and reliability. Please feel free to contact any of the surrounding area communities serviced by Groot for references.

The undersigned will have ultimate responsibility for the administration of this contract within Groot Industries, Inc. We will have other personnel with certain levels of authority regarding day-to-day operation issues; but, if the issue pertains to a contractual interpretation, change or issue that transcends the daily collection, and/or transfer or processing of waste, the undersigned should be contacted.

We look forward to a long and mutually rewarding relationship with the United City of Yorkville.

Sincerely,

Josh Molnar
Municipal Manager
Groot Industries, Inc.

Service Locations
in Elk Grove Village, Chicago, McCook, Round Lake Park, Elgin, Aurora

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling

National Waste & Recycling Association℠
Collect. Recycle. Innovate.

Recycled Paper

EXECUTIVE SUMMARY

OPERATIONAL APPROACH

APPENDIX 2-6

APPENDIX 2
REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

❑ Please see "Deviations & Exceptions" tab.

❑ _____

❑ _____

Please see "Deviations & Exceptions" tab.

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

Please see "References" tab.

APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

APPENDIX 5
LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside. (Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Plano Transfer Station	4705 Kendall Farms Rd Plano, IL 60545	N/A
Dukane Transfer Station	1995 Powis Rd West Chicago, IL 60185	N/A

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Groot Plano Transfer Station	710 E South St Plano,IL 60545	N/A
Resource Management	10111 Andersen Ave Chicago Ridge, IL 60415	N/A

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2954 U.S. 52 Sheridan, IL 60551	N/A

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
Varies		

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2954 U.S. 52 Sheridan, IL 60551	N/A

HOUSEHOLD HAZARDOUS WASTE

Name of Facility	Facility Address	Disposal Limitations
N/A		

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Groot Recycling & Waste Services, Inc.

Business Address: Mailing Address: 2500 Landmeier Rd, Elk Grove Village, IL 60007

Business Number: 773-242-1977

Emergency Number: _____

Fax Number: 773-601-8639

Ownership: Individual Partnership (Corporation)

Franchise or Parent Company (if applicable): Waste Connections
3 Waterway Square Pl #110
The Woodlands, TX 77380

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
Please see attached at the end of this section.			

Days of Operation: Monday - Friday

Business Hours: 7:00a.m. to 5:00p.m.

Number of Employees:

Supervisors: 25

Drivers: 361

Office Personnel: 146

Signature: _____ Date: 10/25/2021

Adam Gooderham, Division Vice President

Officers:

Name	Office
Ronald J. Mittelstaedt	Executive Chairman
Worthing F. Jackman	President and Chief Executive Officer
Mary Anne Whitney	Executive Vice President, Chief Financial Officer and Assistant Secretary
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer and Assistant Secretary
David G. Eddie	Senior Vice President and Chief Accounting Officer
David M. Hall	Senior Vice President – Sales and Marketing
James M. Little	Senior Vice President – Engineering and Disposal
Patrick J. Shea	Senior Vice President, General Counsel and Secretary
Matthew S. Black	Senior Vice President and Chief Tax Officer
Robert M. Cloninger	Vice President, Deputy General Counsel and Assistant Secretary
Keith P. Gordon	Vice President – Information Systems
Eric O. Hansen	Vice President – Chief Information Officer
Michelle L. Little	Vice President – Accounting
Shawn W. Mandel	Vice President – Safety and Risk Management
Susan R. Netherton	Vice President – People, Training and Development
Scott I. Schreiber	Vice President – Equipment and Operations Support
Gregory Thibodeaux	Vice President – Maintenance and Fleet Management
Colin Wittke	Vice President – Sales
Richard K. Wojahn	Vice President – Business Development
Jason Craft	Regional Vice President – Eastern Region
Doug McDonald	Regional Controller – Eastern Region

Directors:

Ronald J. Mittelstaedt

Address for all Officers and Directors:

3 Waterway Square Pl., Ste. 110, The Woodlands, TX 77380

COST PROPOSAL

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection	**35 Gallon Tote** (Senior Only)	$ 17.81	$ 18.52	$19.26	$ 20.03	$20.83
	65 Gallon Tote	$ 18.79	$ 19.54	$20.32	$ 21.13	$21.98
	96 Gallon Tote	$ 18.99	$ 19.75	$20.54	$ 21.36	$22.21
	Total	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection & Household Hazardous Waste	**35 Gallon Tote**	$ NO BID	$ NO BID	$ NO BID	$ NO BID	$ NO BID
	65 Gallon Tote	$ NO BID	$ NO BID	$ NO BID	$ NO BID	$ NO BID
	96 Gallon Tote	$ NO BID	$ NO BID	$ NO BID	$ NO BID	$ NO BID
	Total	$ NO BID	$ NO BID	$ NO BID	$ NO BID	$ NO BID

REFERENCES

REFERENCES

Currently, we have exclusive contracts in 81 communities with over 600,000 residences serviced every week. Additional references are available upon request.

Community Served	Service Provided
City of West Chicago 475 Main Street West Chicago, IL 60185 Mr. Michael Guttman, City Administrator (630) 293-2200	Contract Start: 2005 Modified Volume Based Program 5,300 units serviced-Providing refuse, recycling & yard waste services
Village of Bellwood 3200 Washington Bellwood, IL 60104 Mr. Peter Tsiolis, Economic Dev. Director (708) 547-4045	Contract Start: 1994 5,600 units serviced Providing refuse & recycling services
Village of Brookfield 8820 Brookfield Ave. Brookfield, IL 60513-1688 Mr. Tim Wiberg, Village Manager (708) 485-7344	Contract Start: 1964 5,837 units serviced Providing refuse, recycling & yard waste services
Village of Oswego 100 Parkers Mill Oswego, IL 60560 Mr. Dan Disanto Village Administrator (630) 554-3618	Contract Start: 2012 9,400 units serviced Providing refuse, recycling & yard waste services
City of Aurora 44 E Downer Place Aurora, IL 60505 Mr. Kelvin Beene, Property Standards Manager (630) 256-3771	Contract Start: 2015 Residential Franchise: 46,174 units serviced Providing: refuse, recycling & yard waste services

PROPOSAL SECURITY

PERFORMANCE BOND INTENT

PROOF OF INSURANCE

DEVIATIONS & EXCEPTIONS

DEVIATIONS & EXCEPTIONS

Groot, Inc. ("Contractor" or "Proposer") offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Yorkville Solid Waste Collection Services (the "RFP") issued by the United City of Yorkville (the "City"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the City with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

(1) Contractor takes a general exception to any requirement of the RFP requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. ("WCN"). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission ("SEC"). Audited financial information is provided in WCN's annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN's periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.

(2) Contractor objects to Section 9.1 of the RFP and requires it be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

"To the fullest extent permitted by law, the Proposer shall indemnify, keep and hold harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise <u>to the extent</u> directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees,

DEVIATIONS & EXCEPTIONS

or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence or that of third parties. The Proposer shall indemnify, keep and save harmless the City only to the extent a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors."

(3) Contractor objects to the phrase "Applicable on a per project basis" in Section 15.1 and requires it be deleted.

(4) Contractor objects to the phrase "additional insured" in Section 15.6 and requires it be deleted and replaced with "additional insured to the extent such obligations are assumed hereunder by Contractor".

(5) Contractor objects to the last sentence of Section 15.8 and requires it be deleted in its entirety.

(6) Contractor takes exception to Section 19.1 to the extent it would require written consent of the City Administrator in the event of an assignment or subcontract to a subsidiary or an affiliated entity of Contractor.

(7) Contractor objects to Section 21.1 and requires a reasonable period of time to cure the alleged breach or default prior to City exercising its remedies pursuant to the agreement.

(8) Contractor takes exception to Section 53.1 and requires the following concept be incorporated into the final contract between the parties: Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City

DEVIATIONS & EXCEPTIONS

and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

(9) In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the final form of the resulting contract:

a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

b. The City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

c. The rights granted to Contractor under the contract shall be exclusive. The City may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the

DEVIATIONS & EXCEPTIONS

effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the agreement.

d. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

e. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.

f. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

g. Notwithstanding anything herein to the contrary, Contractor may pass through and the City shall pay to Contractor any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

h. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract.

UNITED CITY OF YORKVILLE, ILLINIOIS

Yorkville Solid Waste Collection Services

RFP-21-01110-010-1-2021/KG

November 1, 2021

SUBMITTED BY

Waste Management of Illinois, Inc.

Proven Solutions from a Trusted Partner

WASTE MANAGEMENT CONTACT

Vaughn Kuerschner

Public Sector Representative

(847) 947-9941

vkuersc1@wm.com

Tested. Proven. Trusted.

The United City of Yorkville's Reliable Service Partner

WASTE MANAGEMENT
Waste Management of Illinois, Inc.
780 N Kirk Rd, Batavia, IL 60510

November 1, 2021

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

RE: Yorkville Solid Waste Collection Services
(RFP-21-01110-010-1-2021/KG)

Dear Mr. Bart Olson:

Waste Management of Illinois, Inc. appreciates the opportunity to participate in this important procurement process and is pleased to present the following response to the United City of Yorkville's request for proposal. This letter will clarify the attached response to the above referenced bid document.

Your Trusted Service Partner

Over the years, Waste Management has worked in close partnership with the City to develop a strong foundation of services that provide world-class service for your residents. The Yorkville-Waste Management partnership has stood the test of time. There is no substitute for a partner that you can count on, no matter what happens. We are heavily involved in your community and sponsorships from the Chamber of Commerce to the Neighborhood Summit and District Cleanup Efforts.

Our innovative services bring the City significant value that will reduce our presence in your neighborhood while providing exceptional service. We have and will continue to work together as partners for the betterment of the City's communities.

Our commitments to being a *"People First"* organization and achieving *"Success with Integrity"* mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do. We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other.

These commitments and values are the foundation for the many differentiators that set us apart from our competitors:

Extensive Local Resources: In addition to tapping into an industry-leading network of resources across California and North America, Waste Management offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for your residents and businesses from an unrivaled resource network.

Financial Stability: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to Yorkville. Our assets and strong financial metrics offer peace of mind and security for your residents and businesses.

Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a World's Most Ethical Company" in 2021 for the 12th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.

Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.

Unparalleled Recycling Program: As North America's leading post-consumer recycler and largest marketer of residential recyclables, Waste Management has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we have invested in recycling processing infrastructure to the 15.03 million tons in recyclables we managed in 2020 to the industry's first recycling education program, Recycle Right - Waste Management is committed to making our world more sustainable.

World-Class Customer Service: At Waste Management, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for Yorkville. We have been nationally recognized for our commitment to unsurpassed customer service, and combined with our tested processes and innovative new technologies, we bring Yorkville a level of service reliability and customer satisfaction that is truly unmatched.

State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers, to using our DriveCam® cameras to capture community safety concerns, to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas - our technology works for our customers.

Commitment to Near-Zero Emissions: Since the early 1990s, Waste Management has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15 percent emissions reduction per truck. Waste Management's fleet now includes 10,388 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.

WASTE MANAGEMENT
Waste Management of Illinois, Inc.
780 N Kirk Rd, Batavia, IL 60510

Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to Waste Management's culture of safety.

Proven Employee Hiring Practices: To provide the safest and most secure service for your residents an businesses, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.

Commitment to a Diverse Workplace: At Waste Management, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.

Commitment to Hiring Veterans: In 2019, Waste Management hired more than 580 veterans, which represented roughly 5.57 percent of our United States hires. Today, we have more than 3,000 veterans - representing 7 percent of our workforce - working in a variety of roles at Waste Management. From 2010 to 2020, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

Waste Management is and will continue to be Del Mar's **Tested**, **Proven**, and **Trusted** partner.

Thank you for your partnership.

Sincerely,

Vaughn Kuerschner, Public Sector Representative
(847) 947-9941, vkuersc1@wm.com

TESTED.
PROVEN.
TRUSTED.

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Waste Management is **your partner for environmental service and solutions** whose people **go above and beyond** to **serve and solve** every challenge **the right way**.

1 | PROPOSER/CONTRACT FORM

United City of Yorkville

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Waste Management of Illinois, Inc.
Company Name

780 North Kirk Road
Street Address of Company

Batavia, IL 60510
City, State, Zip

(847) 980-7648
Business Phone

N/A
Fax

Kevin McDonough
ATTEST: If a ~~Corporation~~
Signature of Corporation Secretary

Date: **November 1, 2021**

vkuersc1@wm.com
Email Address

Vaughn Kuerschner
Contact Name (Print)

(800) 964-8988
24-Hour Telephone

Signature of Officer, Partner or Sole Proprietor

Harry Lamberton, President
Print Name & Title

CITY OF YORKVILLE

Authorized Signature

Title

Date

ATTEST:

Signature of City Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

4 | GENERAL PRICE QUOTATION SHEET

Waste Management provides each customer exceptional service at an outstanding value. Our goal is not to be the lowest cost service provider, but to provide the most value to our customers through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology - all while providing consistent, quality service over the full life of the contract. When combined, these benefits allow Yorkville to rely on us for all waste management needs and save on your most valuable resource – time.

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection	**35 Gallon Tote**	$28.07/month/home	$29.19/month/home	$30.36/month/home	$31.57/month/home	$32.83/month/home
	65 Gallon Tote	$29.03/month/home	$30.19/month/home	$31.40/month/home	$32.66/month/home	$33.97/month/home
	96 Gallon Tote	$29.03/month/home	$30.19/month/home	$31.40/month/home	$32.66/month/home	$33.97/month/home
	Total	**$86.13**	**$89.57**	**$93.16**	**$96.89**	**$100.77**

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection & Household Hazardous Waste	**35 Gallon Tote**	$28.07/month/home	$29.19/month/home	$30.36/month/home	$31.57/month/home	$32.83/month/home
	65 Gallon Tote	$29.03/month/home	$30.19/month/home	$31.40/month/home	$32.66/month/home	$33.97/month/home
	96 Gallon Tote	$29.03/month/home	$30.19/month/home	$31.40/month/home	$32.66/month/home	$33.97/month/home
	Total	**$86.13**	**$89.57**	**$93.16**	**$96.89**	**$100.77**

5 | REQUIRED RECYCLABLES TO BE COLLECTED

Waste Management takes exceptions to the required recycling list of items to be collected found in **Appendix 2** of the City's RFP.

Our list of acceptable materials is reflective of today's market realities and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Agreement with the City of Yorkville, it is important to allow for the possibility that this list may need to be adjusted at some point. Contract language must support our collective need to make changes to acceptable materials to respond to global market demands, as well as protect the quality of materials we process and safeguard the viability of the City's recycling program.

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:	
Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts, and pamphlets

NON-RECYCLABLES include, <u>but are not limited</u> to the following:	
Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups

NON-RECYCLABLES include, but are not limited to the following:	
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (“Cost”). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer’s Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers, and other plastics may be allowed if approved in writing by Company.

6 | SCHEDULE OF ALTERNATIVES AND DEVIATIONS

United City of Yorkville

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in thespecifications section of this document. (Please attach additional sheets if necessary.)

Section Paragraph		Explanation of Alternative/Deviation
Page #	**Section**	**Description of Exception**
8	II. (14.) Prevailing Wage Act	Exception to the applicability of the Illinois Prevailing Wage Act to this RFP because the waste removal services requested by the United City of Yorkville are not "fixed works constructed or demolished by any public body or paid for wholly or in part out of public funds" under 820 ILCS 130/2. Any reference to the IPWA needs to be deleted.
9	II. (15.6)	Contractor takes exception to responding to any claims brought against the City, except such claims resulting from Contractor's negligent acts.
10	15.8	Contractor takes exception to providing copies of its insurance policies, however, the City may review policies at the Contractor's headquarters in Houston, TX.
12	29	Exception should be taken to the not to exceed cost if Contractor wants the right to adjust rates for increased costs resulting from uncontrollable circumstances because any price increases require the City's approval.
18	36.3	Change designed to designated.
21	42.7	Contractor takes exception to returning rejected material to the container as this would require us to sift through the container.
21	42.10	Contractor takes exception to providing the name of the proposed buyer/market for recyclable materials.
22	44.3	Contractor takes exception to providing the name of the proposed buyer/market for organic materials.
23	45.3	Contractor takes exception to providing the name of the proposed buyer/market for materials.
24	51.4	Contractor takes exception to providing revenue received by the sale of recyclables as that is proprietary information. We also take exception to providing tipping fee savings.
25	53.1	Contractor takes exception to taking title to "all refuse" and Contractor shall not take title to hazardous waste, electronic waste or household hazardous waste or any waste not accepted by a disposal facility.
27	58.1	Contractor takes exception to the description of delays in this section and the right of the City Administrator being the judge whether a delay is considered a violation. Waste Management respectfully requests that the City include the following Force Majeure clause in the final Agreement. "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than

<table>
<tr><td></td><td></td><td>thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.”</td></tr>
<tr><td>27</td><td>61.1</td><td>Contractor takes exception to no rust showing on the cab, chassis, or body of the vehicle.</td></tr>
<tr><td>27</td><td>61.1</td><td>Contractor takes exception to the address and telephone number being placed on the vehicle.</td></tr>
<tr><td>28</td><td>65.1</td><td>Contractor takes exception to collecting items that are not considered acceptable items and without being paid for the disposal of same.</td></tr>
<tr><td>30</td><td>74.1</td><td>Contractor takes exception to the obligation to provide additional hauling equipment in the event it is also impacted by the same emergency or force majeure event.</td></tr>
<tr><td>31</td><td>77.1</td><td>Contractor takes exception to the short 24-hour cure period and the City’s right to take over Contractor’s equipment and facilities for a period of up to 120 days from the date of the notice of default and requests that this section and 78.2, which is very similar in terms of service failure be revised.</td></tr>
<tr><td>31</td><td>78.1</td><td>Contractor takes exception to a no strike guarantee.</td></tr>
<tr><td>39</td><td>Appendix 2</td><td>Contractor takes exception to the required recycling list of items to be collected.

Our list of acceptable materials is reflective of today’s market realities and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Agreement with the City of Yorkville, it is important to allow for the possibility that this list may need to be adjusted at some point. Contract language must support our collective need to make changes to acceptable materials to respond to global market demands, as well as protect the quality of materials we process and safeguard the viability of the City’s recycling program.

Single Stream Specifications
<table>
<tr><th colspan="2">RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:</th></tr>
<tr><td>Aluminum cans</td><td>Newspaper</td></tr>
<tr><td>PET bottles with the symbol #1 – with screw tops only</td><td>Mail</td></tr>
<tr><td>HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)</td><td>Uncoated paperboard (ex. cereal boxes; food and snack boxes)</td></tr>
<tr><td>PP plastic bottles and tubs with symbol # 5 - empty</td><td>Uncoated printing, writing and office paper</td></tr>
<tr><td>Steel and tin cans</td><td>Old, corrugated containers/cardboard (uncoated)</td></tr>
<tr><td>Glass food and beverage containers* – brown, clear, or green</td><td>Magazines, glossy inserts, and pamphlets</td></tr>
</table>
<table>
<tr><th colspan="2">NON-RECYCLABLES include, <u>but are not limited</u> to the following:</th></tr>
<tr><td>Plastic bags and bagged materials (even if containing Recyclables)</td><td>Microwavable trays</td></tr>
<tr><td>Porcelain and ceramics</td><td>Mirrors, window, or auto glass</td></tr>
<tr><td>Light bulbs</td><td>Coated cardboard</td></tr>
<tr><td>Soiled paper, including paper plates, cups and pizza boxes</td><td>Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils</td></tr>
</table></td></tr>
</table>

Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers, and other plastics may be allowed if approved in writing by Company.

Waste Management respectfully requests that the City include the following Changes in Law clause in the final Agreement: "Notwithstanding anything to the contrary in the Agreement, Contractor shall be entitled to pass through to, and collect from, the City any additional collection or disposal costs, taxes or surcharges incurred by Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials."

7 | SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Waste Management is a trusted environmental solutions partner for communities/businesses/universities throughout Illinois, the United States and Canada. We know Illinois customers, their needs, and their requirements better than any other company. We provide service for many of Yorkville's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Municipality	**Contact Name and Telephone Number**	**Service Dates**	**Explanation of Collection and Disposal Program**
United City of Yorkville	Bart Olson 630.553.8537	1/2002 to Present	Limited Refuse, Unlimited Recycle and Yard Waste
City of Plainfield	Amy De Boni 815-439-4255	1/1998 to Present	Unlimited Refuse, Recycle and Yard Waste; At Your Door Special Collection
City of Sycamore	Maggie Peck 815-895-0786	1/2002 to Present	Unlimited Refuse, Recycle and Yard Waste; At Your Door Special Collection
City of Batavia	Scott Haines 630-254-2400	1/2002 to Present	Sticker or Cart Service
City of Elgin	Aaron Neal 847-931-6099	1/2002 to Present	Limited Refuse, Unlimited Recycle, Stickered Yard Waste; At Your Door Special Collection

8 | LOCATION OF DISPOSAL FACILITIES

United City of Yorkville

APPENDIX 5
LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside. (Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Waste Management Batavia Transfer Station	766 Hunter Drive Batavia, IL 60510	No yard waste, tires, white goods electronics, household hazardous waste
Groot - Plano Transfer Station	4701 Kendall Farms Road Plano, IL 60545	No yard waste, tires, white goods, electronics, household hazardous waste

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Waste Management Batavia Transfer Station	766 Hunter Drive Batavia, IL 60510	Please see list of acceptable recycle materials

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Waste Management Batavia Transfer Station	766 Hunter Drive Batavia, IL 60510	No refuse, tires white goods, electronics, household hazardous waste

United City of Yorkville

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
Waste Management Batavia Transfer Station	766 Hunter Drive Batavia, IL 60510	Please see At Your Door Special Collection section for acceptable items

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
Waste Management Batavia Transfer Station	766 Hunter Drive Batavia, IL 60510	No meat, bones or paper products

HOUSEHOLD HAZARDOUS WASTE

Name of Facility	Facility Address	Disposal Limitations
Waste Management Rockdale	2100 Moen Avenue Rockdale, IL 60436	Please see At Your Door Special Collection section for acceptable items

9 | CONTRACTOR QUALIFICATIONS

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Waste Management of Illinois, Inc.

Business Address: Mailing Address: 780 North Kirk Road, Batavia, IL 60510

Business Number: (847) 980-7648

Emergency Number: (800) 964-8988

Fax Number: N/A

Ownership: Individual Partnership (Corporation)

Franchise or Parent Company (if applicable): N/A

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone

Please see the following page for our complete list of Directors and Officers.

Days of Operation: Monday through Saturday

Business Hours: Monday through Friday 5:00 AM - 5:00 PM and Saturday 5:00 AM - 9 AM

Number of Employees:

Supervisors: 6

Drivers: 104

Office Personnel: 7

Signature: Vaughn Kuerschner Date: November 1, 2021

WASTE MANAGEMENT OF ILLINOIS, INC.

Directors and Officers
As of October 15, 2021

Name	Title	Address
Harry C. Lamberton, III	President and Director	700 E. Butterfield Road 3rd Floor Lombard, IL 60148
Mark A. Lockett	Vice President and Assistant Treasurer	800 Capitol Street Suite 3000 Houston, TX 77002
Kevin M. McDonough	Vice President and Assistant Secretary	700 E. Butterfield Road 3rd Floor Lombard, IL 60148
Leslie K. Nagy	Vice President, Chief Financial Officer and Controller	800 Capitol Street Suite 3000 Houston, TX 77002
David L. Reed	Vice President and Treasurer	800 Capitol Street Suite 3000 Houston, TX 77002
Kelly Rooney	Vice President	800 Capitol Street Suite 3000 Houston, TX 77002
Courtney A. Tippy	Vice President, Secretary and Director	800 Capitol Street Suite 3000 Houston, TX 77002
Dean H. Vander Baan	Vice President	720 E. Butterfield Road, 4th Floor Lombard, IL 60148
James A. Wilson	Vice President	720 E. Butterfield Road 4th Floor Lombard, IL 60148
Jeff R. Bennett	Assistant Treasurer	800 Capitol Street Suite 3000 Houston, TX 77002
John S. Skoutelas	Assistant Secretary	100 Brandywine Blvd 3rd Floor Newtown, PA 18940
Micah S. Hamstra	Assistant Secretary	720 E. Butterfield Road 4th Floor Lombard, IL 60148

11 | CERTIFICATE OF INSURANCE

Certificates of Insurance

Waste Management secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by Waste Management. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. Yorkville can rest easy with Waste Management as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection	**35 Gallon Tote**	**$**	**$**	**$**	**$**	**$**
	65 Gallon Tote	**$**	**$**	**$**	**$**	**$**
	96 Gallon Tote	**$**	**$**	**$**	**$**	**$**
	Total	**$**	**$**	**$**	**$**	**$**

Plan Description		May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024	May 1, 2024 to April 30, 2025	May 1, 2025 to April 30, 2026	May 1, 2026 to April 30, 2027
Refuse Collection & Household Hazardous Waste	**35 Gallon Tote**	**$**	**$**	**$**	**$**	**$**
	65 Gallon Tote	**$**	**$**	**$**	**$**	**$**
	96 Gallon Tote	**$**	**$**	**$**	**$**	**$**
	Total	**$**	**$**	**$**	**$**	**$**

13 | OPERATIONAL APPROACH

A Seamless Implementation with a Trusted Partner

Brand Protection

Yorkville's brand is a valued asset, and protecting that value is imperative. Cities with such an investment seek partners that are committed to providing authentic levels of environmental indemnification, the highest compliance and ethical standards, strong safety practices, and the respect of relevant regulatory agencies. As the nation's leading environmental services company, these very traits are the cornerstone of our brand. We stake our brand on protecting yours.

Our service history gives us the advantage of experience and perspective, quantifiable advantages for making solid recommendations for the City.

Continuity of Service

Waste Management will continue to provide collection services for the City of Yorkville on Monday, Tuesday, Thursday, and Friday with no route changes. This will provide continuity of service and avoid any confusion and disruption for residents. In the event there is a need to change the collection day, or a collection day is added, Waste Management will notify the City at least 30 days prior to the implementation of the change. Waste Management will also notify residents prior to the change. The new contract allows for a five-year term with a one year extension.

Critical Yorkville Collection Equipment/Resources in Place Today

Key to all successful new contract implementations is having the most basic collection equipment and resources in place, tested, and proven. We understand one of Yorkville's top priorities is for their collection partner to deliver the base collection services - confirming customers have containers to put materials into and that materials are collected on time and in a professional and safe manner.

All of Waste Management's Yorkville collection equipment and resources are already in place, eliminating any opportunity for customer disruption associated with a new contract implementation.

Core Collection Equipment and Resources

	Waste Management Competency	Benefits to the United City of Yorkville
Drivers	Our Yorkville driving team is made up of local, long-tenured drivers that have successfully completed rigorous safety and customer service training requirements and that know each neighborhood, street, and home in your community.	• Safer more experienced drivers in your community • Existing customer knowledge and personalized customer service • No driver learning curve resulting in fewer missed pickups
Trucks	Waste Management's fleet of collection vehicles are already in place. All our vehicles are subject to daily preventive maintenance and safety inspections. Our fleet is maintained to the highest safety standards and is fully compliant with local and federal safety standards.	• Trucks are not subject to manufacturing delays and are guaranteed ready-to-roll on day one of the new contract • Reliable collection vehicles with fewer breakdowns resulting in on-time collection
Routes and Customer Data	No changes to current collection schedules will be associated with our transition. Waste Management collection routes were created with eRouteLogistics® software and consider local traffic patterns, truck capacity and disposal locations.	• No missed pickups associated with resident confusion caused by collection day changes • Maximum route efficiency provides the greatest fiscal value for ratepayers • Less wear and tear on City streets
Onboard Computing System (OCS)	Each of our Yorkville collection trucks that service the City are already equipped with onboard tablets that display drivers' exact route, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allow drivers to capture route data in real-time. Drivers note the status of each collection (i.e., collected or a service exception).	• Collection statuses minimize the opportunity for missed collections • Provides customer service representatives with near real-time field data to assist with customer service calls/interactions

Local, Regional, and National Resources for Yorkville

With Waste Management as your partner, Yorkville will receive more than simple collection services. You will have an ally with unmatched resources that give you peace of mind that your waste, recycling, and landscape waste materials will be collected, transferred, processed, and disposed of, even during emergency and natural disaster situations. Collections will be managed using proven best practices in full compliance with all local, state, and federal regulations.

Local support: Within a two-hour drive, there are seven other Waste Management hauling sites. This means that if there is a need, we can redeploy equipment and people to the United City of Yorkville the same day. While we always strive to have our fleet on the road and not in the shop, garbage trucks are complicated pieces of machinery, and they occasionally break down. Having the ability to share resources within a small geographic area allows us to keep rates low and service your residents without interruption.

Regional support: Our regional operations include hauling districts, transfer, and post collection facilities throughout Illinois, Missouri, Iowa, Nebraska, Kansas. This allows our team to respond to regional events with seamless support. Needed containers, trucks, drivers, and managers can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.

National support: As the leading waste provider in North America, Waste Management can get the best rates and availability from our truck, container, and office equipment vendors. In the event of an emergency or natural disaster, we can pull additional resources from our hauling districts throughout the nation.

Your WM Team would bring their local residents knowledge and experience to continue to serve as the service providers of the equipment and resources for the United City of Yorkville.

PROPOSAL

The following is a qualified proposal from Waste Management in response to the City of Yorkville's RFP.

Refuse Collection

Residents have the option of a 96, 64, or 35-gallon refuse cart with limited refuse collection service. A 64-gallon cart is the default cart size. Additional refuse may be placed in bags/containers with handles not exceeding 32-gallons in size and 50 lbs. in weight. A sticker is required for each additional bag/container to be serviced.

Bulk Item Collection

One bulk item is included in weekly service, no sticker required. Bulk items must weigh less than 50 pounds and be reasonably managed by one person. Additional bulk items require one (1) sticker to be serviced. Collection of bulk items weighing more than 50 pounds must be prescheduled by calling Waste Management Customer Service at 800-964-8988.

White Goods Collection

Waste Management will collect white goods (appliances) at the curb. White goods collection must be prescheduled and prepaid ($40.00 per item) by calling Waste Management Customer Service at 800-964-8988.

Recycle Collection

Waste Management will provide unlimited recycle service. Residents have the option of a 96, 64, or 35-gallon recycle cart with unlimited recycle collection service. A 64-gallon cart is the default cart size. Additional recycle material may be placed in containers with handles not exceeding 32-gallons in size and 50 lbs. in weight. Additional containers must be clearly labeled "RECYCLE". Residents may rent an additional recycle cart from Waste Management for $3.50/month.

Acceptable Recyclable Materials

As a society, we understand that recycling is important, but for recycling to make an impact, we have to recycle right. Today's most successful and sustainable recycling programs emphasize the value of the acceptable materials. We must ask ourselves, does this material have a viable market? If the answer is yes, we must also confirm the material we are recycling is properly prepared, clean, and free from contamination.

Our list of acceptable materials is reflective of today's market realities and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Agreement with the City of Yorkville, it is important to allow for the possibility that this list may need to be adjusted at some point. Contract language must support our collective need to make changes to acceptable materials to respond to global market demands, as well as protect the quality of materials we process and safeguard the viability of the City's recycling program.

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:	
Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts, and pamphlets

NON-RECYCLABLES include, <u>but are not limited</u> to the following:	
Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

Delivery Specifications

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated

under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers, and other plastics may be allowed if approved in writing by Company.

Recycle Right Curbside Recycle Education

The US national average for recycle contamination is 25% or one in every four items placed in a recycle cart is a contaminant. The best way to combat the contamination issue and the rising cost of recycling is effective and consistent resident education and enforcement. In partnership with the City of Yorkville, we would like to introduce Waste Management's highly successful Recycle Right curbside recycle education program. Recycle Right is a simple, back to basics education program that has been highly successful in changing resident behavior.

Recycle Right has three simple rules:

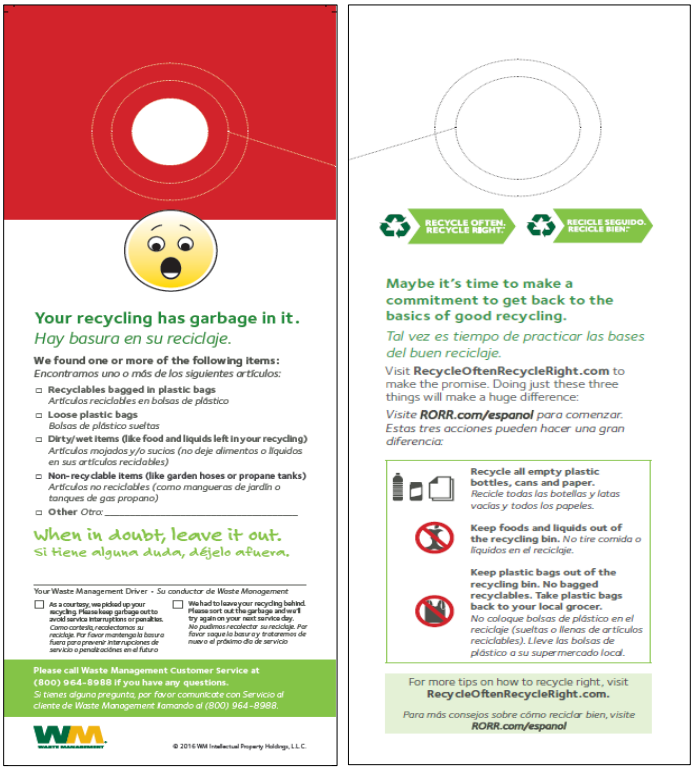
We must work together to continually educate residents on how to recycle right and how they can do their part to safeguard the viability of the City of Yorkville's recycling program.

How will the curbside education program work?

Waste Management will tag recycle carts that are contaminated (not acceptable for collection). The driver will identify the contamination on the tag. The resident is asked to remove the contamination from the recycle cart so it can be serviced on the next scheduled service day. There will be a two-week education period when contaminated carts will be tagged and serviced. After two weeks contaminated carts will be tagged and not serviced. The material will be collected on the next scheduled service day if the resident removes the contamination. An example of the Recycle Right recycling tag is shown below.

A baseline audit of the City of Yorkville's recyclable materials will be completed before the rollout of the Recycle Right curbside recycling education program. A second audit will be completed after one year to measure the progress and then work with the City to develop the next phase of the outreach plan.

As part of Waste Management of Illinois, Inc.'s commitment to recycling and our customers, we built a new, state of the art recycling material recovery facility in Hodgkins, IL. The new facility is more mechanized, designed to improve commodity recovery and increase the recycling capacity in the Chicagoland market while providing flexibility to meet material markets demands for cleaner feedstock.



Yard Waste Collection

Waste Management will provide unlimited yard waste service. Yard waste may be placed in brown paper yard waste bags, containers with handles, and/or bundles from April through the first full week of December. Bags and containers may not exceed 32-gallons in size and 50 lbs. in weight. Containers must be clearly labeled "YARD WASTE". Bundles must be securely tied and not exceed four feet in length and two feet in diameter. Individual branches may not exceed two inches in diameter.

Note: Landscape waste does not include dirt, sand, rocks, concrete, sod, tree stumps, and similar materials.

Christmas Tree Collection

Waste Management will collect Christmas trees for the first two weeks in January at no additional cost.

Electronic Waste Management

Waste Management will provide collection service for electronic waste (as defined in the RFP). Residents must call Waste Management Customer Service at 800-964-8988 to schedule service at no additional cost. Items must be properly prepared to be collected.

Organics Collection

Residents have the option of weekly organics collection service from April 1 through the first full week of December. The service will piggyback yard waste service (April through first full week of December). The service will require residents to use a 64-gallon cart from Waste Management at no additional fee. Organics and yard waste may be collected together in the cart. Organics includes food waste, but no meat, bones or paper products. Residents may opt in for this service by calling Waste Management Customer Service at 800-964-8988.

Amnesty Days

Waste Management will provide spring and fall curbside collection of additional refuse, yard waste and bulk items on two dates mutually agreed upon by the City and Waste Management. White Goods and up to four (4) automobile tires (tires must be removed from the rims) are included at no additional charge.

City Owned Buildings and Properties

Waste Management will provide weekly (or as needed) refuse and recycling collection for the City of Yorkville buildings and properties as listed in Exhibit B of the RFP. Waste Management will also provide the City (20) 20cy roll off containers at 651 Prairie Pointe Lane in late summer of 2022.

City Special Events

Waste Management will provide refuse and portable toilet services for the following City of Yorkville's special events.

- **Summer Solstice, 131 E Hydraulic Ave - Riverfront Park**
  - 10 standard units
  - 1 handicap unit
  - 2 handwashing units
  - Units need to be serviced Saturday morning
  - 1 – 10yd roll off

- **4th of July Celebration, 301 N Bridge St - Town Square Park**
  - 10 standard units
  - 2 handicap units
  - 2 handwashing units
  - 1 – 30yd roll off

- **4th of July Celebration, 797 Game Farm Rd - Yorkville High School in the Southeast corner of parking lot**
  - 2 standard units

Yorkville River Fest, 131 E Hydraulic Ave - Riverfront Park
- 12 standard units
- 2 handicap units
- 3 handwashing units
- Units need to be serviced on Saturday morning
- 1 – 10yd roll off

Hometown Days Festival, 908 Game Farm Rd - Beecher Community Park
- 26 standard units

- 6 handicap units
- 12 handwashing units
- Units need to be serviced on Saturday and Sunday morning
- Additionally, toilet paper and hand towels will be needed so staff can replenish when needed
- 3 – 20yd roll off

Yorktober Fest, 201 E Hydraulic Ave - Riverfront Park

- 8 standard units
- 1 handicap unit
- 2 handwashing units
- 1 – 10yd roll off

Yorkville Holiday Celebration, 201 E Hydraulic Ave - Riverfront Park

- 2 standard units
- 1 handicap unit
- 1 handwashing unit

ALTERNATE PROPOSAL WITH HOUSEHOLD HAZARDOUS WASTE COLLECTION

Waste Management will provide collection service for household hazardous waste and electronic waste as defined below. Waste Management will provide this service through its At Your Door Special Collection program at no additional charge.

At Your Door Special Collection

A Convenient, Year-Round Home Collection Service for Household Hazardous Waste and Electronic Waste

Residents receive a collection kit sent to their house via U.S. mail, then package their unwanted materials and schedule a pickup.

Waste Management's At Your Door Special Collection service is the best solution for residents to properly manage household hazardous waste (HHW) and electronic waste (e-waste). As North America's leading environmental solutions company, Waste Management makes it easy for residents to dispose of these items by collecting the materials at their door – safely, easily, and responsibly. At Your Door Special Collection is an easy-to-use service where residents can schedule a collection at any time throughout the year, when it is convenient for them. It is a recycling program, and it supports the City of Yorkville's green initiatives. Currently we service more than 250,000 homes in the Chicago area. The service is unmatched in the industry.

24/7 Collection Scheduling for Customers

Customers can easily reach out to the At Your Door Special Collection service team and schedule a home collection via phone or internet. Our Operations Service Center accepts calls Monday through Friday from 5:00AM and 5:00PM PST at (800) 449-7587, while our website, wmatyourdoor.com, is accessible 24/7. An automated call system is also available after hours and on holidays. Highly trained

Customer Feedback is Crucial

To increase communication with residents and provide feedback on the At Your Door Special Collection service, participants are encouraged to provide feedback on the program and may be sent a survey. In addition, if a resident has a question about an item or has questions on how this service works, they are welcome to reach out to the Operations Service Center staff.

staff from our U.S.-based Operations Center will process customer service requests. They are also available to answer any questions customers may have on the At Your Door Special Collection service, such as how to properly package or set out materials for collection.

Collection Kit Streamlines Process

Once collection is scheduled, we will send a collection kit to the participant through U.S. mail, and the resident will then package the materials and place them out on the designated collection date. On the specific collection date, a service technician will arrive at the home, inspect the materials for eligible items, and package the materials based upon hazard classification. All materials must be placed outside of the home near the front door or garage area. Participants are not required to be present during the collection.

Acceptable Materials in the Program

The following list includes the most common eligible items for the At Your Door Special Collection service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. Waste Management reserves the right to modify the list.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers/Fertilizer/Herbicides/ Pesticides
- Other poisons

Household Cleaners

- Ammonia
- Floor stripper/Floor cleaner
- Drain/Tile/Shower/Toilet bowl cleaner
- Carpet/upholstery cleaner
- Rust remover

Paint Products

- Oil based/Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint/Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (up to 5-gallon max)

Electronics with Circuit Boards (up to 25 lbs.)

- Televisions (up to 1 max.)
- Computer monitors
- CPU/computer tower (up to 1 max.)
- Laptop/Tablet computers
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/VCR/tape player
- Cellphone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming consoles

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (up to 4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for containment and transportation of fuel (up to 5-gallon max)

Flammable & Combustible Materials

- Kerosene and Solvents

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Excluded Materials

Items that are not part of the At Your Door Special Collection service include:

- Collection service includes Biological waste
- Liquid mercury/elemental mercury
- Ammunition
- Broken items that contain mercury
- Explosives
- Materials improperly packaged for transport
- Appliances
- Materials in leaking containers
- Medicines/pharmaceuticals
- Asbestos
- Unknown or unlabeled materials
- Tires
- Construction-related materials
- Smoke detectors
- Containers over 5 gallons
- Commercial chemicals
- Fire extinguishers
- Trash that may contain radioactive materials
- Food waste
- White goods including bulky items
- Radioactive materials

Disposal

The goal of Waste Management's At Your Door Special Collection service is to maximize the percentage of home generated special materials that are recycled rather than disposed. After collecting the items from the home, the materials are brought to a Waste Management facility. The items are then properly packaged and sent to the appropriate third-party facility for processing. ***In 2017, 89 percent of the materials collected were recycled.***

Compliance

This program complies with existing applicable federal, state, and local regulations. We will obtain and maintain appropriate permits and approvals to transport and store household hazardous waste and electronics.

Safety

We have a history of safe collection services due to extensive industry experience combined with specific expertise in household hazardous waste collection. Service technicians complete a 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they participate in an in-depth employee training program that includes classroom and on-the-job training for collecting and transporting hazardous and potentially hazardous chemicals in a residential setting.

VALUE ADD SERVICES

Bagster and Roll Off Container Bagster Service

Bagster

Waste Management's Bagster is a great solution when residents have collection needs that exceed their weekly construction and demolition debris curbside collection. Bagster is ideal for small home improvement construction projects. With this easy-to-use solution, residents simply purchase a Bagster bag at a local home improvement store, fill it, and schedule their collection online or by phone. Visit thebagster.com for more information.

Roll Off Container

Waste Management offers roll off container service for large home improvement projects. Roll off containers are available in 10, 20 and 30 cubic yard sizes each at different rates. Residents may call Waste Management Customer Service at 800-964-8988 to schedule and pay for a roll off container.

Waste Watch

Collaborating with Local Law Enforcement to Keep Neighborhoods Safe

Serving the same neighborhoods each week allows Waste Management drivers to become familiar with their routes while providing exceptional customer service. Likewise, this level of familiarity enables drivers to identify when a situation does not feel right. From an abandoned car to a door left open, our drivers are in a unique position to act as an extra set of eyes and ears on the street. Our Waste Watch program leverages this advantage by formally teaching Waste Management drivers how to observe and report suspicious activity or an emergency situation to law enforcement.

Waste Watch-certified drivers participate in a formal training program administered in collaboration with local public safety and law enforcement officers. Training includes what to look for, how to react, and how to report incidents. Drivers are reminded they should not approach or attempt to resolve a suspicious situation, but they are encouraged to call law enforcement if a situation does not look or feel right.

In addition to local agencies, Waste Management partners with National safety-related organizations and programs, including:

- AMBER Alert
- National Center for Missing and Exploited Children
- Community Crime Stoppers
- U.S. Department of Homeland Security

Urgent messages, such as AMBER Alerts, can be communicated to drivers via our onboard computing system. This allows for instant and geo-targeted communication in case of an emergency.

Natural Disaster Assistance

Whether necessary due to a natural disaster, extreme weather, or other unforeseen events, Waste Management is always prepared to provide additional support to communities requiring urgent solid waste collection assistance.

During extreme weather or natural disasters, some communities are also faced with massive volumes of debris. In such cases, excess supplies of collection equipment including spare vehicles and roll off containers can be quickly accessed, often within hours.

Waste Management has the resources, equipment, and personnel to help with the clean-up. In addition to local resources, our emergency response management team can quickly compile licensed, experienced collection drivers, machinery operators, and management staff that are prepared to temporarily relocate and assist within an impacted region. Furthermore, many of our route and district managers hold commercial driver licenses (CDLs) and can perform collection functions as needed.

In the event of a manmade or natural disaster including events such as tornados, floods, etc., Waste Management will work with the City of Yorkville to arrange for special collections to assist with cleanup efforts.

We were there to help the residents in Washington, Illinois in 2013 when this community was devastated by an EF-4 tornado. Within 90 seconds, 650 homes were destroyed and nearly 1,000 were severely damaged. Waste Management assisted the City in damage assessment and provided, at the City's request, 24-hour operation of our East Peoria Transfer Station as a destination for all collected debris in the initial phase of the cleanup. As the City realized that they faced a 60,000 cubic yard debris field, Waste Management assumed total responsibility for consolidation of the debris at the curb line, loading the consolidated debris into Waste Management supplied transfer trailers, transportation to the Peoria City/County Landfill #2, a Waste Management facility, and disposal of all the landfilled debris. We also supplied operators and grapples for the effort, as well as front end loaders, semi dump trailers, and transfer trailers and drivers. Waste Management's portion of the debris removal was accomplished in less than four weeks.

In all, Waste Management received more than 25,000 tons of tornado debris, with more than 16,000 tons from Waste Management staged and directed collection and cleanup activities. We have also provided similar services to the communities of Coal City and Fairdale. We pledge the same level of commitment to the City of Yorkville.

Indemnification

A thorough examination of any indemnification offering requires two elements to truly protect the interests of the residents of Yorkville. The first element is the integrity of the final disposal site and its compliance with environmental regulations to protect its customers. The second element is the assets brought to the offering by the indemnification provider.

Our environment is one of the most important issues we face today. Environmental responsibility is an integral part of our business and making that philosophy a reality is the essence of everything we do at Waste Management. Our goal is to help municipalities successfully address the complex environmental issues facing their community. Our capabilities ensure that Waste Management can help our customers meet the highest environmental standards and protect themselves at the same time. Our indemnification offer simply has no equal in our industry.

Waste Management internalizes the management of the City of Yorkville's waste at its landfill and processing facilities. This internalization allows us to provide the city with indemnification of their waste. This assurance of indemnification provides the City with peace of mind that their waste is managed according to and often exceeding local, state, and federal regulations.

CUSTOMER SERVICE

Billing

Waste Management will bill the City monthly for all serviced units within the respective municipality. The City will provide Waste Management with the number of occupied units within the municipality on a monthly basis. Additionally, Waste Management and the City will conduct home count audits annually due to the growth of the community.

Reporting

Waste Management will provide the City with the following reports:

- Monthly volume report (refuse, recycle, yard waste, electronic waste)
- Monthly Haul or Call Report
- Weekly missed pickup and resolution report
- Monthly At Your Door Special Collection volume report (if the City elects Household Hazardous Waste Collection)

Holidays

Waste Management observes the following six (6) national holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a holiday falls on a scheduled service day, service will be performed on the next business day including Saturday. Holidays falling on Sunday are typically observed on the following Monday, so service would be on the following Tuesday.

Customer Service 24/7

Yorkville residents have many options for how and when they interact with Waste Management. Whether via by phone, Live Chat, online at wm.com or through our mobile app, customers want an interaction that is fast, friendly, and convenient. Waste Management's dedicated Customer Service Team supports the City customers by managing our phone, email, and online customer service functions and are ready to serve Yorkville residents on day one of the new contract.

Call Center

Waste Management maintains a call center with trained agents in the services provided to the City of Yorkville. Agents are available Monday through Friday 7:00AM to 5:00PM to answer any service calls

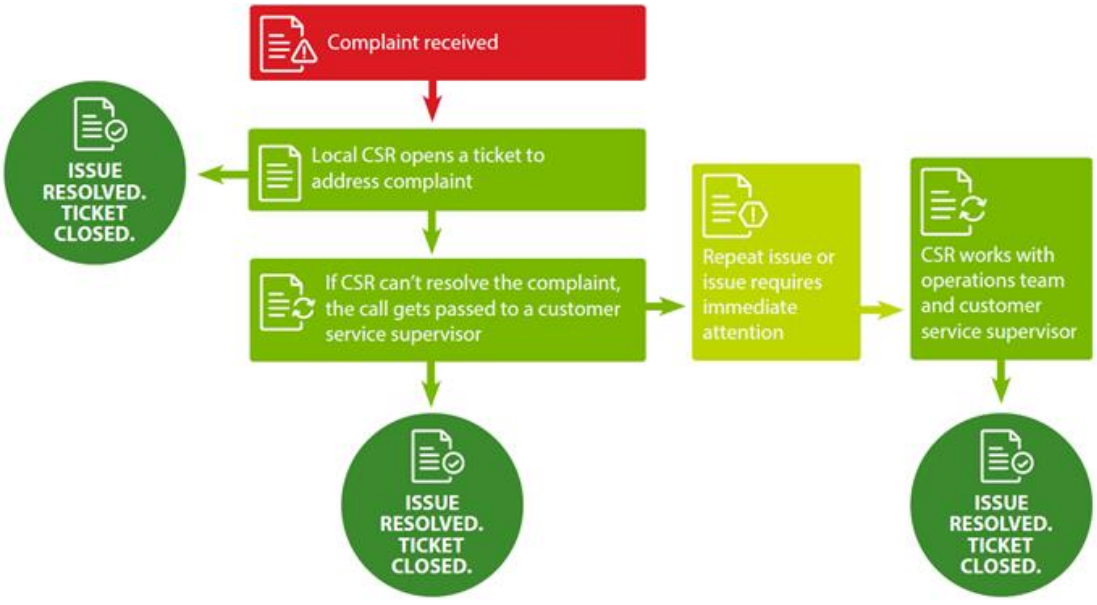
from Yorkville residents. All calls will be given prompt and courteous attention. In the case of a missed scheduled pickup, Waste Management will arrange for a pickup within 24 hours of being notified of the missed pickup. Waste Management will maintain a log of complaints, which shall be made available to Yorkville Staff for inspection upon request. The Call Center is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

In the event of an outage at our regional customer service center, Waste Management maintains other customer service centers throughout the United States that can support Yorkville calls if needed. Our technology infrastructure allows calls to be rerouted among Waste Management call centers in other regions in the event of an emergency (e.g., power outage, natural disaster, etc.). All agents have access to our Knowledgebase Management Tool, "Green Pages," and can assist Yorkville residents at all times with community-specific information.

Complaint Procedure

Service issues are managed through a ticket system. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. Local management and their teams are responsible for providing requested service and/or issue resolution and to monitor the status of all tickets for timely service completion.

- If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the operations management team.
- If a repeat issue occurs within two months, a ticket is also opened to alert the operations management team that a recurring problem exists. Waste Management has developed a quality control program that includes performance standards for ticket creation, closure, tracking, and service recovery. Local management is responsible and accountable for these performance standards.



Waste Management will provide the City with the following customer service reports that summarize service issue.

- Weekly missed pickup and resolution report

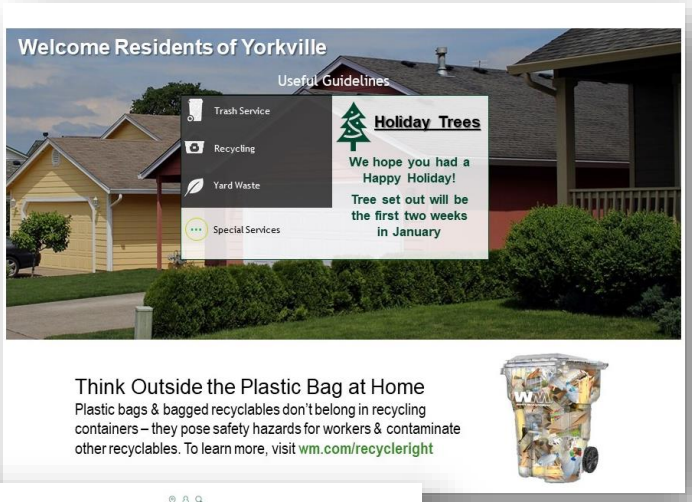
- Monthly Haul or Call Report

Local Website

Waste Management will develop a customized website, tailored to the City of Yorkville that includes meaningful service information and resources that reflect the interests of your residents. Using Waste Management's local website, residents can easily find City-specific service information, disposal resources, rates, and recycling education. Residents can also:

- View pickup and holiday schedule
- Request a cart repair
- Report a missed pickup
- Sign up for autopay or make an online payment
- Enroll in paperless billing
- Edit account contact information

These mockups illustrate this additional option for convenient outreach. We will work with Yorkville to customize all content.



SAFETY – A CORE VALUE FOR WASTE MANAGEMENT

As you know, with WM as your provider – safety will remain a #1 priority for all of our operations in and around Yorkville. As a reminder - historically, waste collection, processing and disposal have ranked among the most dangerous occupations in North America – in fact, the U.S. federal government ranks trash and recycling collection among the top 10 most dangerous jobs in the country.

Our employees who collect waste spend much of their workday in traffic, lifting heavy items, operating large vehicles and heavy machinery - all of which can lead to injuries. It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night. Likewise, Yorkville depends on us to safely collect, process, and dispose of their wastes while being mindful of our actions to protect the environment that we share.

Therefore, safety is not just a priority for Waste Management, because priorities often change, safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and Waste Management's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Elevating Our Safety Performance – From Compliance to Commitment

WM is committed to continuous improvement to help our team members protect our communities and return home safely every day. Following are just some of the commitments we make to elevate our safety performance.

- Taking an inclusive, People First approach with a comprehensive assessment to review our safety processes, policies, and performance. Driving continuous improvement requires fresh perspectives. Answers to some of our toughest challenges reside with our people, so we are seeking open and honest feedback to elevate our safety culture.
- Conducting surveys with our employees to gain valuable insights to help us drive change going forward, ultimately taking our safety program to the next level.
- Working toward a world-class culture where every team member understands the importance of safety as a core value and models safe behaviors in all that we do.

Our Mission to Zero™

Our internal safety philosophy that we call Mission to Zero™ (or M2Z) means zero tolerance for unsafe behaviors by all employees, with a goal of zero accidents and injuries. All operational employees benefit from the program's safety training, rulebooks, fleet processes, and standard practices. Over the years, the M2Z approach has resulted in programs that have improved safety performance, including worker injury rates, vehicle collision prevention, and safety leadership development. The program, which ranks among the most far-reaching and comprehensive worker safety plans in our industry, involves classroom instruction, route observation, monitoring of safety data, and driver training. Since its adoption, we have seen significant improvements in on-the-job safety.

Advancing Safety Technology for Yorkville

Our great strides in safety performances reflect an ongoing strategy to leverage technology in our safety processes. In recent years, our Service Delivery Optimization (SDO) program has significantly improved collection and maintenance operations by optimizing our systems through technology that includes onboard computers, routing software and cameras.

DriveCam®: Intelligent Dashcam Technology for Safer Collection

DriveCam®, one of the safety innovations onboard our trucks, goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching.

DriveCam is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, providing an opportunity for self-correction.

Additionally, if an event is detected, video data is sent to Waste Management route managers for followup performance coaching with the driver. Recorded events also help us appreciate the many times that our drivers avoid collisions through using proper defensive driving techniques. We believe our investment in DriveCam has contributed to reducing our reported vehicle accidents by almost 80 percent since 2005.

Extra Eyes on Your Roads

Waste Management drivers can manually trigger recording of video on the DriveCam in the event they witness an emergency situation or suspicious activity.

DriveCam's latest technology is currently being installed in Waste Management trucks with a full rollout expected by summer 2021.

For an in-depth look at DriveCam, visit https://youtu.be/NDvacIfHxy8.

Back Up Cameras on All Vehicles

All Yorkville vehicles include back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.

Leading Safety with Onboard Technology Advancements

On-Board Methane Detection	On CNG-powered trucks, methane detectors provide immediate visual and audible alarm for potential leaks from fuel tanks or lines.
Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.
Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.
Bus-Boy Mirrors	Angled convex mirrors allow the driver an unrestricted view of the area in front of the truck. Especially valuable when children and/or adult pedestrians are present.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.
LED Strobe Lights and Flashers	Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.
Sears Air Ride Drivers Seat	Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.
Electromagnetic or Hydraulic Driveline Retarders	Retarders are silent and provide additional braking capacity. Eight-inch-wide rear brake lining also increases braking capacity and improves vehicle safety.
Four Braid Hydraulic Hoses	Part of Waste Management's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.

Safety: A Commitment to Our Customers and Our Employees

There may be no other consideration as important as safety when selecting a service provider for your home, your place of work, or your community. Without a doubt, safety matters. It is no surprise that after a tragedy most will say that as long as their family is healthy and safe, nothing else matters - material items can always be replaced.

At Waste Management, we all recognize safety as a core value - from our local District Manager to the drivers, mechanics and staff who represent each district. With a constant focus on and meaningful investments in training, technologies, maintenance and continuous improvement, we will deliver safe and

reliable collection services that protect the customers we serve, the people we employ and the environment we share.

CNG (Compressed Natural Gas) Trucks: Cleaner, Quieter, and Cost-Effective

Waste Management is proudly transitioning its fleet of trucks to Compressed Natural Gas or CNG. CNG is a fuel used in place of gasoline or diesel that when combusted produces fewer undesirable gases than gasoline or diesel, resulting in improved air quality emissions.

In fact, CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15 percent, and cut smog-producing NOx emissions by 50 percent compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our quieter CNG trucks coming down the street.

While our “last generation” natural gas engine cuts smog-producing nitrogen oxide (NOx) emissions by up to 50 percent compared to the cleanest diesels, our 2017 near-zero-emission natural gas engine (ISL-G “NZ”) is the cleanest heavy-duty machine ever certified by the California Air Resources Board (CARB).

Waste Management helped pioneer this engine with Cummins, and it now provides a 95 percent reduction in NOx emissions compared to the current NOx standard and a 93 percent reduction in NOx compared to the latest diesel engine technology. Additionally, the new engine is already certified at 16 percent below the current GHG emission standard and is 12 percent below the 2027 standard.

Driving Fewer Miles

Efficient logistics are also an effective way to reduce fleet emissions. The logic is simple: a more efficient route means fewer miles traveled, and that translates into reduced fuel consumption and associated emissions. Since 2017, Waste Management’s fleet has reduced miles driven by 2 percent, which equates to an approximate 8.9 million fewer miles a year. Optimizing routes not only reduces our environmental impact, but also increases the quality of service. As we have driven fewer miles, we have improved the number of stops missed for both commercial and residential customers.

14 | CONCLUSION

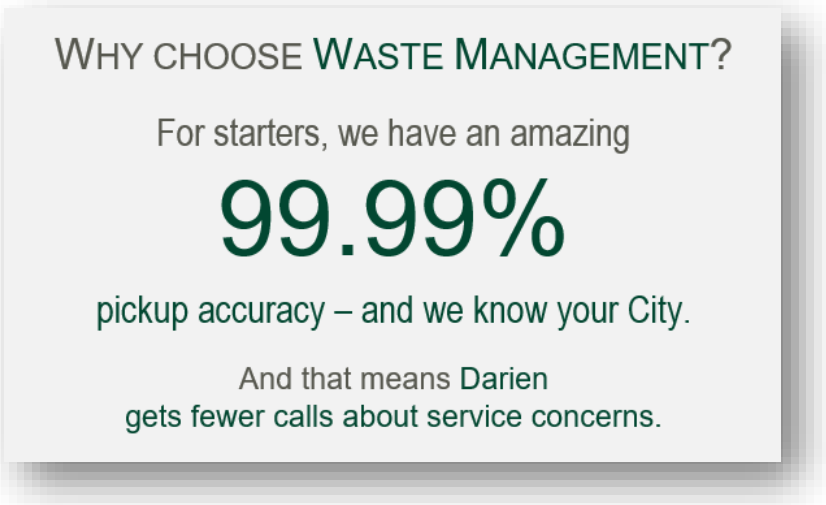
Waste Management is your longtime environmental solutions partner. We have provided collection services for the City of Yorkville for many years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your collection needs.

We believe this to be a significant contract for both Waste Management and the City of Yorkville. As your long-term partner, we are strongly invested in your community and want to be your waste solutions provider of the future. We understand your priorities, the way you work, and what makes your community such a great place to live, work, and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

Secondly, we are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the contract extension. We have already shown ourselves to be a dependable partner in our current contract. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your residents. Waste Management intends to continue to offer uninterrupted stability backed by innovation, value, and price, and to be an active partner in attaining your goals.

Lastly, continuing a partnership with Waste Management will provide your community with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, will continue to give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental solutions partner for the City of Yorkville now and in the future.



Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2021-73

Agenda Item Summary Memo

Title: Well No. 4 Rehabilitation – Bid Award

Meeting and Date: City Council – January 11, 2022

Synopsis: Consideration of Award

Council Action Previously Taken:

Date of Action: PW – 12/21/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-73

Type of Vote Required: Majority

Council Action Requested: Consideration of Award

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: December 13, 2021
Subject: Water Well No. 4 Rehabilitation

As a reminder, the water levels in the City's groundwater supply aquifers continues to decline. The water level in Well 4 has declined to within 50-feet of the pumping assembly and is trending towards a point where the pump could be pumping air in the near future, which could lead to catastrophic failure of the pumping equipment. Therefore, it is important to lower the pump setting as soon as possible. This provides an opportune time to also rehabilitate/replace components of the well equipment.

Bids were received, opened and tabulated for work to be done for Water Well No. 4 Rehabilitation at 10:00 a.m., December 7, 2021. Representatives of contractors bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

The Bid Schedule consists of a Base Bid Schedule for items that are certain to be required for the project and a Mandatory Alternate Bid Schedule for items that may be required. The pump and motor must be removed from the well and the equipment inspected before a determination can be made regarding the necessity of the Mandatory Alternate Bid Items. Obtaining pricing for these items during the bid promotes competitive pricing from the contractors and helps protect the City against cost escalations during the project. Furthermore, there are some Mandatory Alternate Bid Items that are more likely to be utilized than others, depending on known conditions at the current time, and careful consideration of these items is essential in determining the potential total cost of the project.

The project was advertised in the newspaper (The Beacon) and online (Quest.com); EEI also notified three (3) local well contractors, Municipal Well & Pump, Water Well Solutions (WWS), and Layne Christensen Company (Layne), of the project. On December 7, 2021, the City received a bid proposal from Layne and a letter from WWS explaining their reasons for not submitting a bid proposal for this project. WWS's letter documents their unsuccessful attempts to obtain pricing from Layne for Byron Jackson/Flowserve pump and motor (well equipment); attached is a copy of the letter for your information and record.

Ultimately, it is Layne's decision on whether to provide pricing for Byron Jackson/Flowserve well equipment to their competition. While we knew it was possible for Layne to control the distribution of bid pricing for the well equipment, we felt it was in the City's best interest to move forward with the Byron Jackson/Flowserve well equipment because they supplied the existing equipment in Well No. 4 (and every other well in Yorkville); and the well equipment has served the City's water supply needs effectively over the years. The City's operations staff is very familiar with the operation and maintenance of Byron Jackson/Flowserve well equipment,

which is another advantage of utilizing Byron Jackson/Flowserve for this project. Furthermore, it should be noted that Layne provided the services for drilling Well No. 4 and installing the original pump and motor equipment, which gives them a knowledge of the well and equipment that will be beneficial during this project.

Lastly, the following language was contained within the bid documents providing the City with flexibility in selecting a contractor:

> The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require.

At this time, we recommend the acceptance of the bid and approval of award be made to Layne Christensen Company, 721 W. Illinois Ave., Aurora, IL 60506, in the amount of **$286,627.00.** This bid amount is 3.6% below our engineer's estimate of $297,400.

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

UNITED CITY OF YORKVILLE

"WATER WELL NO. 4 REHABILITATION"

BID TAB

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	LAYNE CHRISTENSEN CO 721 W. Illinois Ave. Aurora, IL 60506 UNIT PRICE	LAYNE CHRISTENSEN CO AMOUNT
BASE BID ITEMS							
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00
2	REMOVE EXISTING SHELTER, PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 26,000.00	$ 26,000.00	$ 32,300.00	$ 32,300.00
3	INSPECT PUMPING ASSEMBLY AND PREPARE MICROMETER REPORT; INSPECT SUBMERSIBLE MOTOR INCLUDING SEAL, OUTER CAN, BALANCE LINE, TERMINAL LEADS, ELECTRICAL CONNECTIONS, ETC.; INSPECT COLUMN PIPING, SURGE CONTROL CHECK VALVE, AND PREPARE COMPLETE INSPECTION REPORT, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 10,500.00	$ 10,500.00	$ 5,900.00	$ 5,900.00
4	HYPOT TEST THE EXISTING POWER CABLE, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 1,050.00	$ 1,050.00	$ 1,035.00	$ 1,035.00
5	CONDUCT TELEVISION SURVEY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 1,600.00	$ 1,600.00	$ 1,550.00	$ 1,550.00
6	PERFORM AIR BURST REHABILITATION OF WELL FORMATION, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	180	$ 100.00	$ 18,000.00	$ 95.00	$ 17,100.00
7	PERFORM BAILING WITH RIG AND TWO-MAN CREW, IN ACCORDANCE WITH THE SPECIFICATIONS	HR	8	$ 600.00	$ 4,800.00	$ 595.00	$ 4,760.00
8	FURNISH NEW (FACTORY-BUILT) BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 55,000.00	$ 55,000.00	$ 50,032.00	$ 50,032.00
9	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE OIL FILLED MOTOR ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 10,000.00	$ 10,000.00	$ 5,100.00	$ 5,100.00
10	FURNISH PITLESS ADAPTER O-RINGS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	$ 85.00	$ 170.00	$ -	$ -
11	FURNISH 1-1/2" PVC CARRIER PIPE FOR LEVEL TRANSDUCER, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	790	$ 2.00	$ 1,580.00	$ 2.50	$ 1,975.00
12	FURNISH NEW LEVEL TRANSDUCER CABLE (WITH SPLICE), AS REQUIRED TO MEET THE APPROPRIATE DEPTH SETTING OF THE PUMP AND MOTOR, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	150	$ 40.00	$ 6,000.00	$ 4.50	$ 675.00
13	FURNISH A NEW FLAT CABLE MOTOR ASSEMBLY AND BRONZE TERMINAL CLAMP, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 7,200.00	$ 7,200.00	$ 6,658.00	$ 6,658.00
14	FURNISH NEW POWER CABLE (WITH SPLICE), AS REQUIRED TO MEET THE APPROPRIATE DEPTH SETTING OF THE PUMP AND MOTOR, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	150	$ 120.00	$ 18,000.00	$ 92.00	$ 13,800.00
15	REHABILITATE THE 10-INCH COLUMN PIPING, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	450	$ 30.00	$ 13,500.00	$ 31.00	$ 13,950.00
16	FURNISH NEW 10-INCH COATED DISCHARGE COLUMN PIPING WITH THREADED COUPLINGS, SET SCREWS AND APPURTENANCES, AS REQUIRED FOR A COMPLETE ASSEMBLY IN ACCORDANCE WITH THE SPECIFICATIONS	LF	340	$ 100.00	$ 34,000.00	**$ 135.00**	**$ 45,900.00**
17	CUT AND RE-THREAD COLUMN PIPING JOINTS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	20	$ 275.00	$ 5,500.00	$ 330.00	$ 6,600.00
18	FURNISH NEW COLUMN PIPING COUPLINGS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	20	$ 300.00	$ 6,000.00	$ 276.00	$ 5,520.00
19	CHASING COLUMN PIPING JOINTS, IN ACCORDANCE WITH SPECIFICATIONS	EA	10	$ 125.00	$ 1,250.00	$ 200.00	$ 2,000.00
20	FACING COLUMN PIPING JOINTS, IN ACCORDANCE WITH SPECIFICATIONS	EA	10	$ 125.00	$ 1,250.00	$ 200.00	$ 2,000.00
21	FURNISH A 10" DIAMETER BY 2'-6" LONG STAINLESS STEEL PIPE WITH ENDS FOR CONNECTING BETWEEN PUMPING ASSEMBLY AND COLUMN PIPING, AS REQUIRED FOR A COMPLETE ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 3,500.00	$ 3,500.00	$ 900.00	$ 900.00
22	FURNISH DISCHARGE COLUMN SURGE CONTROL CHECK VALVE, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	$ 1,600.00	$ 3,200.00	$ 1,536.00	$ 3,072.00
23	FURNISH STAINLESS STEEL BANDING, PIPE DOPE, PVC CENTERING GUIDES, TWO (2) AIRLINES, GAUGES, AND OTHER MISC. FITTINGS FOR COMPLETE INSTALLATION OF PUMP AND MOTOR ASSEMBLY, AND WELD COUPLING TO PITLESS ADAPTER FOR LEVEL TRANSDUCER INSTALLATION, IN ACCORDANCE WITH SPECIFICATIONS	LS	1	$ 4,000.00	$ 4,000.00	$ 2,600.00	$ 2,600.00
24	INSTALL THE PUMP AND MOTOR ASSEMBLY, SHELTER, COLUMN PIPING, DISCHARGE SURGE VALVES, POWER CABLE, TWO (2) AIRLINE WATER LEVEL INDICATORS, CARRIER PIPE FOR LEVEL TRANSDUCER, EXISTING LEVEL TRANSDUCER, AND ALL ACCESSORIES COMPLETE IN PLACE AND IN OPERATING CONDITION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 40,000.00	$ 40,000.00	$ 39,700.00	$ 39,700.00
25	CONDUCT PUMPING TEST, IN ACCORDANCE WITH THE SPECIFICATIONS	HR	4	$ 1,200.00	$ 4,800.00	$ 1,250.00	$ 5,000.00
26	PERFORM WELL DISINFECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	$ 4,000.00	$ 8,000.00	$ 4,250.00	$ 8,500.00
27	DEMOBILIZATION, INCLUDING SITE RESTORATION	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	TOTAL FOR ITEMS 1 THROUGH 27 AND TOTAL BASE BID FOR WELL NO. 4 REHABILITATION				**$ 297,400.00**		**$ 286,627.00**

(continued)

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	LAYNE CHRISTENSEN CO 721 W. Illinois Ave. Aurora, IL 60506 UNIT PRICE	LAYNE CHRISTENSEN CO AMOUNT
MANDATORY ALTERNATE BID ITEMS - WELL NO. 4 REHABILITATION							
A	FURNISH SODIUM HYPOCHLORITE - LIQUID FOR CHEMICAL TREATMENT OF WELL	GAL	10	$ 12.00	$ 120.00	$ 7.00	$ 70.00
B	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, INCLUDING SANDBLASTING AND PAINTING THE PUMP, NEW WEAR RINGS AND BUSHINGS, NEW PUMP SHAFT, NEW SS INTAKE SCREEN, AND ZINC SLEEVE BANDING, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 30,000.00	$ 30,000.00	$ 15,600.00	$ 15,600.00
C	CONVERT EXISTING BYRON JACKSON/FLOWSERVE OIL FILLED TYPE H MOTOR ASSEMBLY TO DOUBLE MECHANICAL SEAL MOTOR AT BYRON JACKSON/FLOWSERVE FACILITY, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 150,000.00	$ 150,000.00	$ 68,400.00	$ 68,400.00
D	FURNISH A NEW BYRON JACKSON/FLOWSERVE DOUBLE MECHANICAL SEAL MOTOR ASSEMBLY WITH NEW FLAT POWER CABLE ASSEMBLY AND BRONZE TERMINAL CLAMP, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 210,000.00	$ 210,000.00	$ 121,630.00	$ 121,630.00
E	FURNISH NEW ZINC SLEEVE BANDING ON INSIDE AND OUTSIDE OF COLUMN PIPING, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 25,000.00	$ 25,000.00	$ 14,650.00	$ 14,650.00
F	FURNISH NEW POWER CABLE (NO SPLICE), AS REQUIRED TO MEET THE APPROPRIATE DEPTH SETTING OF THE PUMP AND MOTOR, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	$ 29,000.00	$ 29,000.00	$ 72,900.00	$ 72,900.00
G	FURNISH NEW (SHOP-BUILT) BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	$ 60,000.00	$ 60,000.00	$ 45,630.00	$ 45,630.00

Water Well Solutions

December 3, 2021

United City of Yorkville
c/o Engineering Enterprises Inc.
800 Game Farm Road
Yorkville, IL 60560

Attn: United City of Yorkville Officials & Engineering Enterprises Inc. Staff

RE: Well # 4 Rehabilitation Bid

Dear All-

Water Well Solutions Illinois, LLC would appreciate the opportunity to provide our well and pump services to the United City of Yorkville for this project and future projects. We have an extensive history in the region, working on a variety of pumping equipment, including Byron Jackson/Flowserve pumps. We were unable to submit a proposal for this bid due to the restrictive nature of the specifications, that only allow a sole source vendor to provide services and equipment.

Specifically, the bid sections pertaining to the motor service by a "Byron Jackson factory trained" service representative and the new equipment for an Oil Filled Type M double mechanical seal motor only being a Byron Jackson/Flowserve motor remove competitiveness from this bid. There is only one service provider that can provide either formality, namely Layne Christensen Company. Despite efforts in our past to request pricing from Byron Jackson/Flowserve they refuse to provide due to business reasons.

We've inquired about alternatives that have been highly successful and are technically and functionally appropriate for this installation. Because there are no alternatives being acceptable, this becomes a sole source bid for a large project.

Financially, based on our previous experiences with similar bid specifications, we've found that clients often pay a heavy premium. Specifically, we've seen the public bid in Elwood in 2019, which had similar specifications, the sole source bidder was approx. $120,000 more expensive than the lowest bidder, on a $375-$400K project. Similarly, a Winnebago County bid was postponed in 2019 after their bid results showed an almost double in cost ($60k vs $116K) due to the sole source specifications. In addition, Mooseheart the low bidder was WWS at $100K, the Byron Jackson dealer was $100K over the lowest responsible bidder.

Below we've outlined some facts regarding the vendor specifications, as well as our qualifications which we are confident qualify us in addition to Layne Christensen Company, alleviating the sole source situation and providing fiduciary benefit to the Village. Our corporate resume is attached, and note, we have two Licensed Professional Engineers (P.E.'s) on staff, in addition to 4 licensed well drillers and pump installers in Illinois, who have extensively reviewed your specifications and requirements. We can provide more detail and public bid tabs if requested.

Byron Jackson Type H Motor Qualifications
In regard to the Byron Jackson pumping equipment, Water Well Solutions is among the most experienced well contractors who have pulled, serviced and reinstalled BJ type H motors in Northern IL. Please see our attached partial reference list of clients we've pulled these BJ's for, and we can discuss further upon request. Water Well

Solutions is licensed by the State of Illinois to conduct ALL scope of work in the bid and has been qualified by the State for this work. We offer any and all warranty on workmanship that is provided by any other contractor working on the Byron Jackson Type H motor.

Regarding the Byron Jackson Factory Trained Technician portion of the spec, our foreman Doug Mynatt has extensive experience with the Byron Jackson, and has worked at Layne Christensen Company, during which he was among those "qualified factory trained technicians" to perform the onsite service. We have generally seen this specification being recommended by a sole source vendor, since it is loosely defined and provided in writing only to a single vendor for sales and business purposes. Our field crews are extensively trained and qualified in the removal, servicing, and reinstallation of the Byron Jackson mercury sealed motors. Our crew foreman have over 30 years' experience with the Byron Jackson Type H seal as well as our management team. We have provided these services for numerous clients in the N. IL region, for motors up to 500HP and 2300V.

New Oil Filled Double Mechanical Sealed Type M motor
Water Well Solutions and every other contractor can provide a new Oil-filled Sunstar Type M 2300v 16" motor as a replacement. Note, **there is no monopoly on the oil filled double mechanical seal design,** as Sunstar Electric has a Type M Oil filled motor that matches the Byron Jackson Type M in performance and is frequently utilized across the country in deep set submersibles. Attached is information and reference lists of the Sunstar Type M motor.

Attached to our bid are the following documents for your review:

1. Corporate Resume & Key Personnel
2. Reference List: Byron Jackson Type H motor pull/service completed by WWS with contact information
3. Reference List: Sunstar Motor installations with installation dates, including installs for over 10 years by WWS
4. Sunstar Type M motor information, drawings, specifications
5. National Reference List: Sunstar Type M motor installations since before 2011 (over 10 yrs) across the country
6. ITT/Goulds Dealer factory training letter
7. Sunstar Motor authorization letter and certification
8. Major Equipment List
9. Byron Jackson Type H technical manual utilized by WWS technicians for successful service of Type H motors.
10. Byron Jackson Type H pump removal procedures manual utilized by WWS technicians

These documents are intended for your review and consideration as part of our qualifications to complete the scope of work for this project.

Water Well Solutions values our relationship with the United City of Yorkville and look forward to working with you. WWS welcomes the chance to provide you a proposal for this project and help provide fiscally responsible service to help the City in their fiduciary pursuits. As always, please feel free to contact me directly on my cell at (630) 201-0749 or via email at todd.kerry@wwssg.com. Thank you.

Sincerely,

Todd Kerry
Vice President
Water Well Solutions Illinois, LLC

Water Well Solutions

EXPERIENCE LIST FOR KEY ADVISORY & TECHNICAL PERSONNEL:

Water Well Solutions Service Group, Inc. is a full service water well contractor. Our main clientele consists of municipalities, industries, agriculture, commercial and other high capacity, multi-well facilities. Our main services consists of: well site investigation /selection; well construction and pump design/installation; well reconstruction/rehabilitation; pump repair/redesign; as well as other well house appurtenances such as: electrical controls; discharge piping; chemical treatment instruments; etc. It is our desire to develop a sole source company for providing our clients the highest quality and most cost effective solutions for the servicing of any and all the interior components of a typical water well facility. We are most widely recognized for our diverse team of professionals, and the team's ability to develop and utilize unique water well technologies to provide the best solution for water well redevelopment.

Water Well Solutions Service Group, Inc. was developed in November of 2000 by the company principals Michael E. Judkins and Mark W. Thurow along with the assistance of other key employees. Mr. Judkins and Mr. Thurow shared the duties of president, vice president, secretary, and treasurer of the corporation. The company was expanded to service the Illinois market through a relationship with business partner Todd Kerry with the development of Water Well Solutions Illinois Division, LLC, a wholly owned subsidiary of WWSSG, Inc. with offices in Oconomowoc, WI and Elburn, IL. Currently Water Well Solutions Illinois LLC and Water Well Solutions Wisconsin, LLC service the Midwest region.

SENIOR PROJECT ENGINEERS:

Michael E. Judkins – President/CEO is a 1987 graduate of the University of Wisconsin-Madison, with a Bachelor of Science degree in Geology and Geophysics. Following school he spent 9 years with Layne Christensen in the water well, environmental and mining industries. He then joined Municipal Well & Pump in 1995 and continued as a project engineer until October 2000. In 2000, Michael co-founded Water Well Solutions Service Group, Inc. and acted as President and CEO. Currently he is the President and CEO of Water Well Solutions Illinois LLC and Water Well Solutions Wisconsin LLC.

Todd E. Kerry – Vice President is a graduate of Northern Illinois University in DeKalb, IL and worked his way through College as the third generation water well drilling and pump installation contractor with Meadow Equipment Sales & Service, Inc. After graduating, he spent 3 years in the field as an installer and drilling assistant on rotary and cable tool projects and in 1998 he was promoted to a Project Engineer where he continued until 2009. Todd then joined WWS as a Senior Project Manager to manage the Illinois Division. He also sits on the Board of Directors with the Illinois Association of Groundwater Professionals being elected by his peers to represent them.

Peter Bennin joined the company in June of 2006 as a project manager. Peter worked as both a field service technician and a project manager with Municipal Well and Pump for the last 13 years. He has extensive experience with both line shaft and submersible turbine pumps. In addition, Peter is a state of Wisconsin certified water operator and a licensed pump installer. He is a factory authorized start-up technician for ABB ACS 550 Variable Frequency Drives and has experience troubleshooting and repairing all types of electrical control equipment. He has successfully completed both the OSHA 40 HR hazardous waste operations training course and the permit required confined spaces training course.

David J Grutzik, P.E. is a 1982 graduate of Iowa State University with a Bachelor of Science degree in Civil Engineering and holds a Professional Engineer certification. From 1984 to 1990, he was the Director of Public Works in Weston, WI. From 1990 to 1996 he was the branch manager for Layne Northwest. From 1996 to 2004, he was an owner/partner of Civil Professional Consultants (CPC), a consulting engineering company. In 2004,

CPC successfully merged with Central Wisconsin Engineering (CWE). Dave's role at CWE was head of architecture and vice president. He then joined Water Well Solutions in the spring of 2013 as a senior project engineer.

OPERATIONS MANAGERS & KEY FIELD PERSONNEL:

Mike Nailor is our Illinois Division Field Operations Manager with more than 15 years experience at Meadow Equipment Sales & Service, Inc.

Jon Kohlmetz is our Wisconsin Field Operations Manager and joined the company in January of 2007. Both are also tasked as site safety managers to ensure safe working conditions on the jobsite.

WWS has recognized continued growth throughout the years with the acquisition of the highest quality machinery and equipment, and the addition of talented personnel. Our operations staff is comprised of talented individuals with an impressive number of years of service. Randy Williams is A lead cable tool drilling superintendents, and have in excess of 50 years combined experience. These gentlemen are supported by Jon Kohlmetz, our Shop Superintendents and our field staff Doug Mynatt, Shawn Tremaine, Andy Burbach, Matt Flak, Jeremy Hoberg , Craig Jones, Ronaldo Warren, Jim Cleary, Jack Bark, Mike Richards, Matt Werhane, , Gary Rickmon and Dave Knutson.

BYRON JACKSON QUALIFICATIONS: our field staff have over 30 years experience pulling, servicing and reinstalling Byron Jackson Mercury sealed motors, ranging from 75-500HP 460 & 2300V motors.

Among our certifications for our field crews are:

- OSHA crane certification
- OSHA Rigger Certified
- OSHA Certified Crane Signal Person
- MSHA trained
- Three Rivers Training with additional site specific Ineos training
- Local 150 Operating Engineers
    - 100Hr Advanced crane training w/ the union
- Health Hazards in Construction training certificate
- Arch Flash Training
- All Field Crews receive 3 days mandatory Safety Training refresher yearly
- Management Advanced Safety Training

PARTNERING TECHNOLOGY:

Water Well Solutions is honored to represent, and be supported by, such exclusive vendors as: "**AirBurst® Technologies**" & "**Hy-RIP**" for water well development and rehabilitation; "**Aquastream®**" suction flow control technologies for sand and contaminant control; "**Carus Chemicals**" & "**Pristine Chemicals**" for well rehabilitation specific chemistry; "**Layne Vertiline**" and "**American Turbine Pump**" line of vertical turbine and "**Centrilift**" as well as "**Sun-Star Electric**", for submersible pumping equipment, submersible motor re-winds of all major manufactures, for submersible pumping equipment; etc. WWS is also a distributor of "**ABB Drives**". Exclusive relationships with such industry recognized suppliers aid Water Well Solutions in maintaining a competitive and opportunistic position in the water well market place.

Water Well Solutions would like to recognize our new Illinois distributor status with **ITT Goulds Pump** as of 4/1/09. We are proud to be able to buy factory direct for Goulds products and services which offers WWS

purchasing power with Global support. Water Well Solutions would also like to recognize our exclusive agreement with **AirBurst® Technology** in Northern, IL as of 4/1/09. We are proud to be the sole provider of **AirBurst® Technology** throughout the entire state of Wisconsin and Northern Illinois, as well as a Semi-Exclusive provider in the remainder of the State of Illinois. Water Well Solutions Senior Project Managers worked to develop and prefect the **AirBurst® Technology** to what it is today. No other company has the knowledge, and application experience that WWS has to offer.

Water Well Solutions is very proud of our image and safety record and are sure you will be as equally impressed with the quality of our equipment and professionalism. We have enjoyed rapid growth by attracting the best people in the industry. We continue to strive to meet our client's individual requirements with professionalism and realistic solutions to their ever changing needs. We base our business on trust, and are confident our clients will appreciate our innovative, cost effective, and straightforward approach to all their water needs.

Water Well Solutions

BJ type H Mercury motor Pull/service Reference List

City of Romeoville IL
615 ANDERSON DRIVE, ROMEOVILLE, IL
Mr. Carl Groth
(630)946-3550

Village of Western Springs IL
740 Hillgrove Avenue, Western Springs IL
Erin Duffy
(708) 246-1800 ext 214

Large Petrochemical Manufacturing in Morris, IL
Contact info upon private request

Village of Gilberts IL
87 Galligan Rd. Gilberts IL
Mr. John Castillo
847.428.4167

Wasco Sanitary District
P.O. BOX 9, WASCO, IL
Jason Fowler
630-208-9898

City of Warrenville, IL
3S258 MANNING AVENUE, Warrenville IL
John Satter
630-393-9050

Village of Algonquin, IL
110 MEYER DRIVE
Jason Schutz
847-658-2754

Elk Grove Village, IL
600 LANDMEIER RD.,
Scott Nailor
847-734-8047

City of McHenry, IL
333 S GREEN ST,
Mr. Jon Schmitt
815-363-2190

Lockport Township
1018 MAITLAND DR, LOCKPORT, IL
Mr. Larry McCasland
815-834-3519

City of Crystal Lake
100 W WOODSTOCK ST,

Water Well Solutions

Mr. Andrew Resek
815-459-2020

City of Elgin
150 Dexter Court, Elgin IL
Nora Bertram
(847)931-5605

Water Well Solutions

Sun-Star Electric & ITT Goulds Installation Partial Reference List:

	Installation Date
Village of Hanover Park 1 – 300Hp Sun-Star Motor & ITT Goulds Bowl	2011
Village of Braidwood 1 – 150Hp, S.S. Sun-Star Motor & ITT Goulds Bowl	2015
Village of Elk Grove Village 1 – 400Hp, Sun-Star 2300v Motor	2015
Healthcare system N. IL 2 – 250Hp, S.S. Sun-Star Motor & ITT Goulds Bowl	2003 & 2011
City of Belvidere 1 – 250Hp, Sun-Star Motor & ITT Goulds Bowls	2006
Industrial Client 1 – 100Hp, Sun-Star R Motor & Goulds Bowl	
Private Cemetery Client 1 – 150Hp, Sun-Star Type "R" Motor & BJ Bowl	2009
Chicago Heights Steel Company 1 – 75Hp, Sun-Star S.S. Motor	2004
Crystal Lake 400Hp to 200Hp Pumps & Motors	2008 on 400HP
Manufacturer 1 – 100Hp Motor	
Industrial Client 1 – 150Hp, 2300v, S.S. Sun-Star Motor & Goulds Bowl	2006-2017 well abandoned
City of Morris 2 – 200Hp, Sun-Star Type "R" Motors & ITT Goulds Bowls	2009

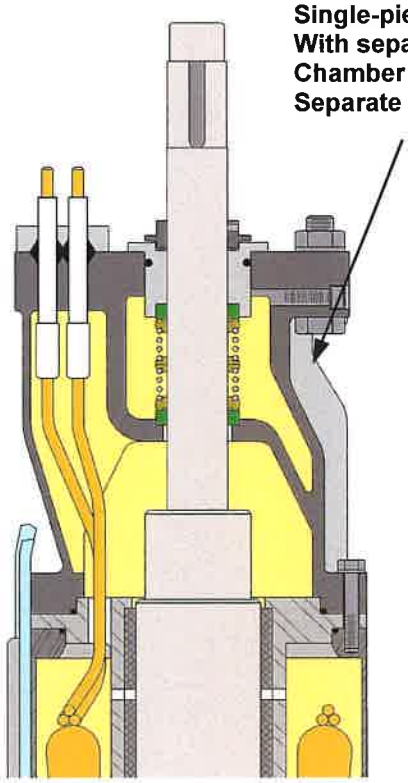
Water Well Solutions * 825 E North St. * Elburn, IL 60119
Toll Free: (888) 769-9009 * Fax: (920) 474-4771 * Web: www.wwssg.com

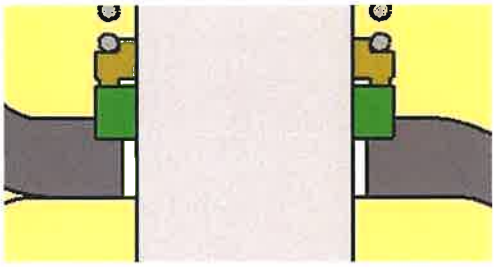
Water Well Solutions

Ashton, IL 1 – 100HP Sunstar	2001
National Lab 1 – 250HP	2006
Private Facility 1 – 200Hp Sun-Star Motor & ITT Goulds Bowl	2005
Village of Elwood 2 – 350Hp Sun-Star Motors & ITT Goulds Bowls	2003
City of Harvard 1 – 250Hp Sun-Star Motor & ITT Goulds Bowl	2006
1- 400HP SunStar Type M Motor (installed by others)	2019
Village of Plainfield 2 – 300Hp Sun-Star Motors & ITT Goulds Bowls	2002
City of Batavia 1 – 300Hp Sun-Star Motor & ITT Goulds Bowl	2004
Power Company 1 – 200Hp Sun-Star 2300vlt Motor & ITT Goulds Bowl 1 – 175Hp Sun-Star R, 2300vlt Motor & ITT Goulds Bowl	2007
Village of Western Springs 1 – 400Hp Sun-Star R (BJ rebuild) Motor & BJ Bowl	2020
Village of Libertyville 1 – 250Hp Sun-Star Type M Motor & Goulds Bowl	2020

• Additional References Available Upon Request:

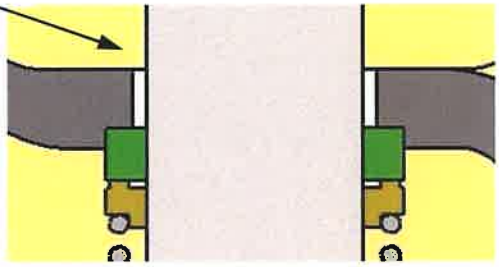
MECHANICAL SEAL CONFIGURATION





SUN STAR TYPE "M"
Bottom seal arrangement

Water can pool at
This point placing
The seal faces
In water



Typical Oil Filled
Bottom seal arrangement

The ***TYPE "M"*** motor is designed and constructed with two metal bellows, special duty seals. Standard material of construction for the primary components are:

Bellows	:	AM350 Stainless Steel
Metal parts	:	316 Stainless Steel
Seal Faces	:	Tungsten Carbide
O-Rings	:	Viton

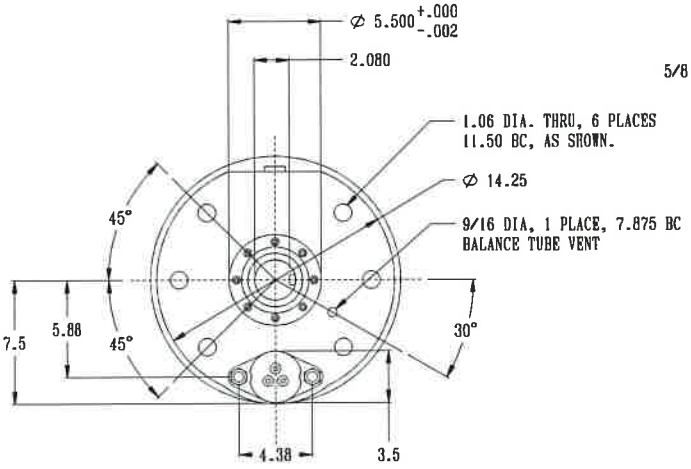
The metal bellows type seal allows for more extreme adjustments (rotor lateral) than the rubber elastomers in standard mechanical types. These hydraulically balanced seals insure virtually zero leakage at higher temperatures and pressures.

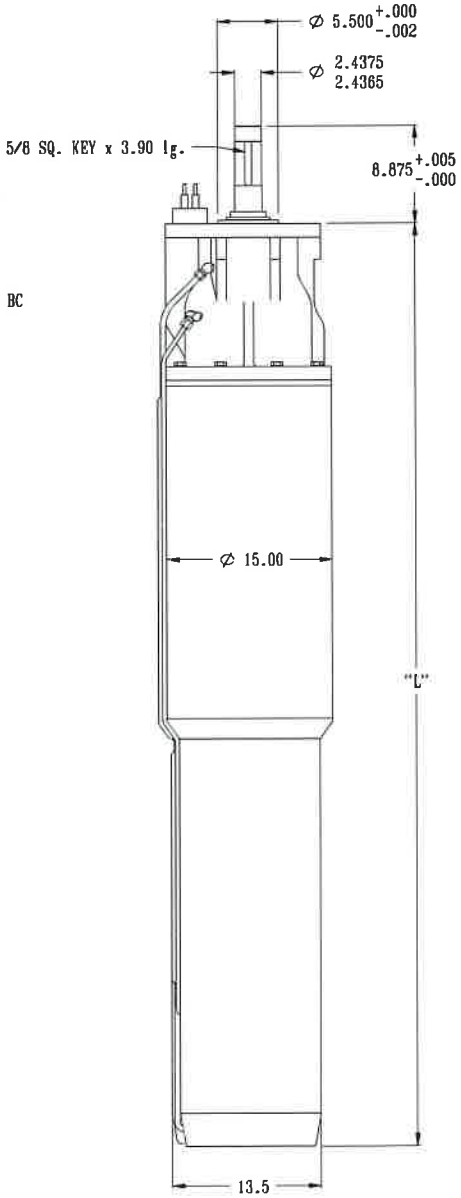
The ***TYPE "M"*** seal arrangement is configured to take full advantage of a separated seal compartment. The stationary face of the internal seal is above the drainage level of the compartment. This prevents water from pooling at the seal faces, Water that might enter the compartment is drained away from the seal before it has an opportunity to affect operation and cause possible water contamination of the winding, leading to failure.

SUN-STAR ELECTRIC, L.P.

B-4
08/04
Supercedes 06/00

16", 2300 VOLT 4 POLE
TYPE "M" OIL FILLED





HP	"C"
250	125.88
300	133.88
350	141.88
400	145.88
450	148.88
500	148.88

7722 West 34th Street, Lubbock, Texas 79407 Ph# (806) 793-2812 Fax# (806) 793-1989

SUN-STAR ELECTRIC, L.P.

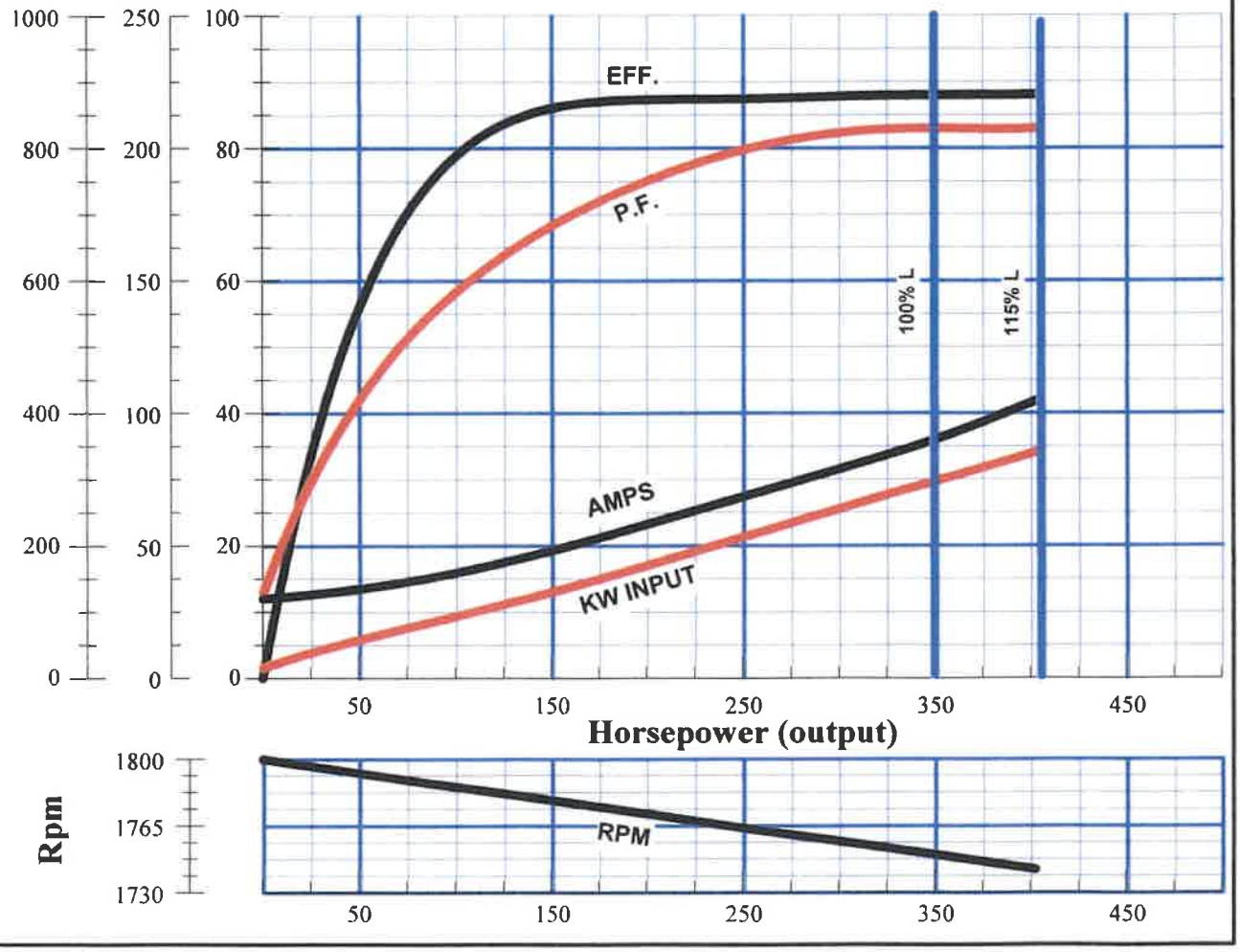
16" SUN STAR TYPE M SUBMERSIBLE MOTOR

350 HP
1800 RPM

DATE: 5/2009

Typical Performance Characteristics

OIL FILLED	TYPE	350	HP	1800	RPM		
3	PHASE	2300	VOLTS	60	CYCLE		
1.15	S.F.	25°C (77°F)	MAX. AMB. WATER	17500 lb	THRUST LOAD		



Load (HP)	NO LOAD (-)	25% (87.5)	50% (175)	75% (262.5)	100% (350)	115% (402.5)
AMPS	30	38	53	71	90	104
EFF.	0	75	87	88	88	88
P.F.	13	55	72	81	83	83
RPM	1800	1787	1775	1762	1750	1742
KW	16	85	150	224	297	341

Full Load Torque	1050	Foot Pounds
Break Down Torque	3259	Foot Pounds
Locked Rotor Torque	1312	Foot Pounds
Locked Rotor Current	558	Amperes
KVA Code	H	

TYPE 'M' GENERAL MOTOR SPECIFICATIONS

1. The motor is of the submersible type, capable of continuous operation at nameplate rating, submerged under water at a maximum temperature of 90 degrees F, and suitable for "across the line" starting.

2. The motor has standard ratings from 40 HP to 500 HP, 3 phase, 60 Hz, 460 and 2300 volt, 1800 RPM with a Service Factor of 1.15 with proper cooling (minimum 1/2 foot per second flow velocity at an external ambient fluid temperature of 90° F.)

3. The motor is of the oil filled "wet winding" type. It is filled with a high dielectric strength, FDA approved, food grade white mineral oil and has a class F insulation rating.

4. Standard material construction is:
   - ÷ 304 series exposed fasteners
   - ÷ Nitronics 50 shaft
   - ÷ 316 series balance/ vent tube
   - ÷ 304 stainless steel stator casing
   - ÷ cast iron fitted, NSF61 epoxy coated mount bracket
   - ÷ mild steel NSF61 epoxy coated oil reservoir
   - ÷ Viton / Neoprene elastomers

   For detailed component material of construction see section D of engineering manual.

5. The motor employs a static balancing system for the equalization of internal and external pressure, utilizing a vent tube from the bottom of the motor to the top of the motor.

6. The motor is equipped with a double mechanical seal system to seal the shaft at the point that the shaft extends through the exterior of the motor. The mechanical seals are hydraulically balanced, rotating-face type seals with stainless steel metallic bellows, viton elastomers, and tungsten carbide seal faces.

7. The motor's mounting bracket is a single cast, or fabricated component configured to form a separate "seal" chamber with a separate drainage line to the bottom of the motor. The seal configuration prevents any external fluids, which have leaked into the seal chamber, from pooling at the inboard seal's faces.

8. Replaceable, hydrodynamic type, carbon composite sleeve bearings are provided at each end of the rotor.

9. The motor is equipped with a pivotal shoe type thrust bearing, capable of carrying the weight of the motor rotor plus additional weight and hydraulic thrust loads totaling 10,000 to 17,500 pounds (consult chart , page A1 of the Engineering Manual). Each pivot shoe is capable of individually aligning to the thrust driver.

10. The motor is equipped with a detachable, plug-in type, lead assembly with one (1) set of three separate and continuous leads. The plug assembly is a hot-injection molded plug at the terminal end. The lead assembly plug and gasket form a water-tight seal between the leads and the motor terminals. Standard lead assembly length is 20 feet. (Other lengths available.)

11. The motor can be supplied with an adaptation package to easily mount to any manufacturer's pump bowl assembly of similar size and speed.

12. Typical motor operating speeds, efficiencies, power factors and currents are listed on a chart, page MC-1 of the Engineering manual. Motors can be certified load tested per applicable IEEE 112 and NEMA MG1 standards.

To 2011

SUBJECT: Sun Star 14" AND LARGER TYPE M CUSTOMER REFEERENCES

Allen Pump, Thatcher, AZ	**Steve Allen**	**928-428-3273**
Floyds Wells, Santa Maria, CA	**Rob Thompson**	**805-925-8626**
Global Pump (Gicon), Lubbuck, TX	**Mark Durham**	**806-792-0349**
Los Angeles Dept of Water & Power, CA	**Gonzalo Reyes**	**213-367-1052**
Nickerson Pump - Salt lake City, UT	**Dick Nickerson**	**801-973-8888**
Pumptech - Bellvue, WA	**Doug Davidson**	**425-644-8501**
Pump Repair Service, Daly City, CA	**Dave Archer**	**415-467-2150**
San Jose Water-San Jose, CA	**Ruben Hernandez**	**408-279-7806**
Roscoe Moss (Beylik), Kapolei, HI	**Toni Gonzalves**	**808-682-5554**
Derrick's Well Drilling, Kea'au, HI	**Cynthis Moreira**	**808-982-7627**

American Turbine Pumps - Houston, TX
Electric Submersible Pumps - Oklahoma City, OK
Goulds (Xylem) Pumps - Lubbock, TX
Johnston Pump (Flow-Products, now Sulzer) - Brookshire, TX

City of Portland, OR
Los Angeles Dept of Water & Power, CA
City of Miami, OK
San Jose Water -San Jose, CA
San Antonio Water Systems, TX
Harris County MUD, TX
Department of Water, County of Hawaii, HI

ITT

John Beckley
Market Development Manager

Xylem Inc.
2881 East Bayard Street
Seneca Falls, NY 13148
tel 608-843-7867
fax 866-449-0821
email
John.beckley@xyleminc.com

March 19, 2012

To Whom It May Concern:

Water Well Solutions is authorized to service and repair Gould's and Red Jacket Pumps. Water Well Solutions has been factory trained to Service Well Pumps and trouble shoot Well pumps.

Sincerely,

John Beckley

Market Development Manager

SUN-STAR ELECTRIC, INC.
SUBMERSIBLE MOTORS: Sales – Service & Accessories
7722 West 34th Street Lubbock, Texas 79407
phone (806)793-2812 fax (806) 793-1989

Sun-Star Electric, Inc. Representative Certification Program

The Sun-Star Electric, Inc. Certification Program is intended to impart knowledge and techniques that will provide the most reliable and consistent methods for

I. Pre-Installation
II. Assembling and Installing
III. Operating and monitoring the submersible pump unit
IV. Trouble Shooting
V. Limited failure analysis
VI. Special Components, Applications, Instructions

This course is intended for installation crews and field technicians but, will also benefit application engineers and operators. Although it is intended to specifically address the Sun-Star Type D and Type M motors, this information is applicable to a broad range of Submersible Pump Unit manufacturer's and models.

I. PRE-INSTALLATION

A. Receipt
1. Follow the installation Manual instructions for receipt instructions/inspection.
a. F1, MF1, SF1

B. Equipment awaiting assembly and being transported
1. Whether water or oil filled, the submersible motor should not be exposed to direct sources of heat (including sun light) for extended periods. Without proper cooling the internal fluid can expand beyond normal ranges and cause damage to the unit.
2. It may be prudent to perform certain inspections procedures prior to transporting the components to the site. This can sometimes save time and embarrassment.
a. Measure the motor and pump shaft projections to ensure that there will be proper impeller lift when assembled.
b. Measure shaft and alignment register run-outs to ensure that no damage has occurred to these elements of the equipment.
c. Check the shaft coupling for proper fit on both motor and pump.
d. Ensure that the pump and motor have both axial and rotational movement.
e. Electrically test the motor per the installation manual
f. Test the cable per the Installation manual

3. Ensure that shipping caps and other protective devices are secure and in-place for transporting.
4. Protect all components from possible damage during transport.
5. Protect all cable conductors from exposure to water/moisture or heat.
6. Transport motor and pump as separate assemblies.
7. Transport Power Cable as a separate assembly if possible.

II. ASSEMBLING AND INSTALLATION

A. Follow the Installation Manual Instructions for Assembling the pump to the motor.
   1. F1, MF1, SF1.

B. Splicing motor leads and down-hole power cable.
   1. Splicing techniques
   2. Testing the splice
      a. Initially test the motor and cable together following electrical test procedures from the Installation Manual.
      b. Wet or submerge the splice and repeat the electrical test.

C. It is prudent to megger the motor and cable with every joint installed but especially just prior to, and just after, submerging the motor, lead cable, and splice .

D. Splicing sensor wires.

E. Document Everything!

III. OPERATING AND MONITORING

A. Panel Inspections
   1. When/Why (any previous failures?)

B. Setting the Starting and Operating Parameters.
   1. Acceptable parameters can be found in the Installation Manual.
   2. Recommended revisions to acceptable parameters.
      a. Trip Class – Class 10 is acceptable, Class 5 is better (why?).
      b. Overload Trip setting (Highest HP on pump curve).
      c. Monitoring all Phases.
      d. Sensors.
      e. Surge Suppressors
      f. Monitors

C. Starting
   1. Number of consecutive starts
      a. Full load start defined.
      b. Number of consecutive starts.
      c. Interval between stop and start.
   2. Checking rotation

3. Discharge valve, air relief, vacuum breaker
   a. Settings
4. Starting current
   a. acceleration timing
   b. Stalling time
   c. Locked rotor time
5. Operating current

iv. TROUBLE SHOOTING

A. Motor does not start but does not blow fuses or relay.
   1. No power supply. Replace fuses, breakers or check for loose or corroded connections and motor lead terminals.

B. Defective connections.
   1. Correct the connections

C. Fuses or relay blow when motor starts.
   1. Incorrect voltage. → Apply correct voltage. Voltage must be plus or minus 10% of rated (Nameplate)
   2. Incorrect fuses or relay. → Replace with proper fuses and relay.
   3. Defective capacitors.→ Replace with proper capacitors.
   4. Wrong connections. → Correct wrong connections or short circuit.
   5. Locked rotor conditions. → Correct pump or well conditions.
   6. Insulation resistance down. → Check the line and correct.

D. Motor runs for a while then blown fuses or relay.
   1. Low voltage or high voltage: → Apply rated voltage.
   2. Defective capacitors: → Replace with proper capacitors.
   3. Different control box for the motor: → Replace with proper control box.
   4. Defective starting voltage relay: → replace with proper relay.
   5. Pump is sand clogged: → Pull pump and clean well.
   6. Overheated protector: → Shield the control box from heat source.

E. Motor runs with elevated current but does not produce proper flow.
   1. Unit in reverse rotation. Run at shutoff head for short period (1 minute or less) and check against pump curve.
      a. Switch any two leads. Restart.

F. Motor runs at low current and does not produce water
   1. Shafts not connected. Pull and inspect.

G. Motor runs until column pipe is filled or full head is reached and then trips on overload.
   1. Possible failed Thrust Bearing: → Pull unit, inspect shaft projection for proper height.

v. LIMITED FAILURE ANALYSIS

A. Low Shaft Projection
   1. Failed Thrust Bearing

B. Rotor Rotation is Difficult
   1. Failed Thrust Bearing
   2. Failed Guide Bearing(s)

C. Low Insulation Resistance (Megger)
   1. Improper testing method
   2. Cable damage
   3. High water level in motor
   4. Failed winding

D. Hole burned in stator or Oil Reservoir missing (oil filled)
   1. Catastrophic short in winding

SPECIAL COMPONENTS, APPLICATIONS, INSTRUCTIONS

VI. CONFIGURATION OF THE Type M and Byron Jackson jaw type coupling

A. Two piece Jaw Type Coupling assembly
   1. Pump shaft end
      a. Thrust Button
      b. Thrust Button Shims
      c. Thrust Button Screw
   2. Motor Shaft End
      a. Pin Hole
      b. Keyway

B. Alignment Jig

C. Coupling - Motor Half
      a. Coupling
      b. Key
      c. Set Screw

D. Coupling - Pump Half
      a. Coupling
      b. Pin
      c. Retaining Ring
      d. Lock-screws and washers

VII. SPECIAL ADAPTATIONS, INSTRUCTIONS (PITFALLS?)

A. Filling
   1. Water Filled
   2. Oil Filled

B. Adapters
   1. Water Filled
      a. Shaft projections
      b. Shaft Diameters
   2. Oil Filled
      a. Adapter body
         (1) Length
         (2) Vent Hole
         (3) Gaskets? NO!!
         (4) Plugs

ISSUED TO : Water Well Solutions

COMPLETION DATE : November 9, 2011

CERTIFIED BY : Kevin Price

SUN-STAR ELECTRIC, INC.
SUBMERSIBLE MOTORS: Sales – Service & Accessories
7722 West 34th Street Lubbock, Texas 79407
phone (806)793-2812 fax (806) 793-1989

Sun-Star Electric, Inc. Representative Certification Program

REQUIRED DOCUMENTS, DISPLAYS, ETC

Manuals:

1. F1 ( )
2. MF1 ( )
3. SF1 ( )
4. F3 ( )
4. Splicing Procedures
   a. Splicing tools (customer supplied)
5. Type M Engineering Manual ( )
6. Copies of Certification ( )
7. Megger (Customer supplied)
8. Type M, BJ mount display
   a. Allen wrench for Thrust Button Screw
9. EASA Handbooks ( )
10. Type M Brochures ( )
11. Type D Brochures ( )
12. Hitachi A1 Brochures ( )
13. Type M, BJ Termination configuration drawing ( )
14. BJ Type M Storage Letterhead2.doc
15. Jawed Coupling Upthrust.jpg
16. Sealing BJ motor for shipment.doc
17. Static Balancing System mercury seal.doc
18. BJ Type H cutaway.pdf

19 Mercury seal shipping cap

20. H seal set for shipping

ADDENUM TO MANUAL NO. 2565

BYRON JACKSON TECHNICAL MANUAL
FOR
INSTALLATION, OPERATION AND MAINTENANCE
OF TYPE DS (DOUBLE SEAL)
SUBMERSIBLE MOTOR PUMPING UNIT

The double mechanical seal on the Sun Star Electric DS type Byron Jackson is preadjusted for shaft height and coupling location at the factory. The installation instructions for the Type DS are identical to the standard Byron Jackson instructions with the following exceptions:

DELETE THE FOLLOWING FROM BYRON JACKSON MANUAL 2565:

A) "CAUTION" under section 3.4-3, page 6
B) Instruction 3.4-8, page 7
C) Instruction 3.4-9, page 7
D) Instruction 3.4-10, page 7
E) Instruction 5.2-6a thru 5.2-6j, page 16

Notices and cautions concerning mercury are not applicable to the Type DS motor.

If you have any questions or desire additional information, contact the Sun Star Electric factory or factory representative.

SUN STAR ELECTRIC, INC.
July 30, 1993

Submersible Facts

During the past years, thousands of Byron Jackson Submersible Pumps have been installed for many kinds of pumping service. The majority of these are installed in drilled wells having an 8 inch inside diameter or larger. The maximum horse power rating for a given well diameter is listed below:

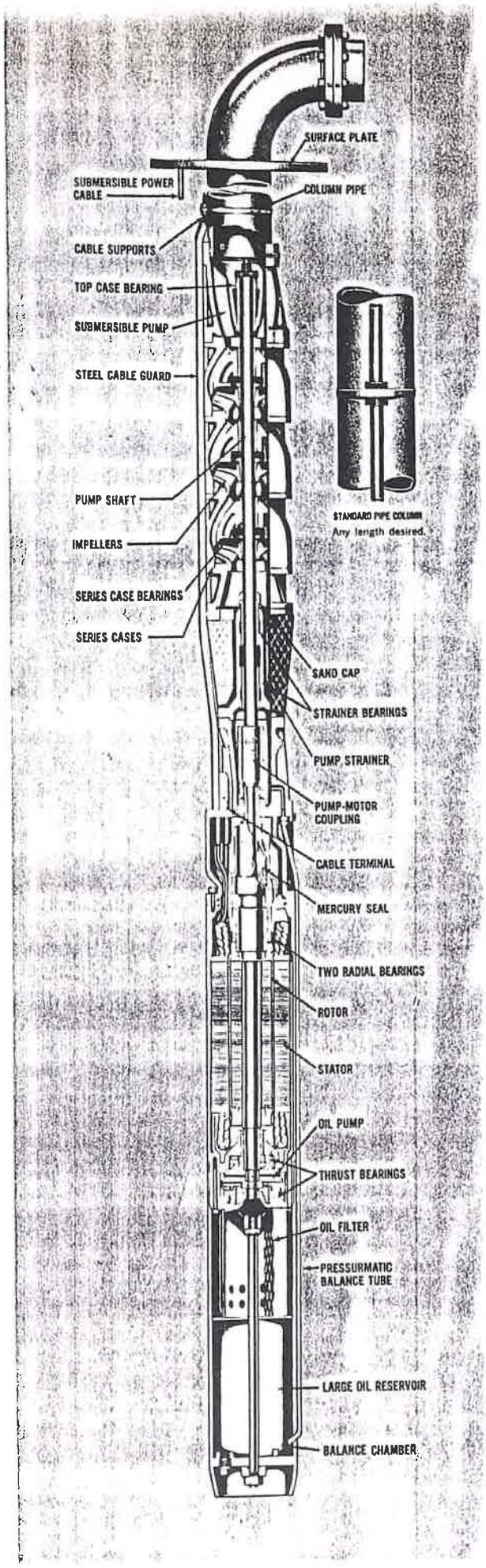
7½	to	30 HP, 1760 RPM, 3-PH, 230 or 460 volt, 60 hertz,	8" ID well or larger
40	to	75 HP, 1760 RPM, 3-PH, 230 or 460 volt, 60 hertz,	10" ID well or larger
100	to	125 HP, 1760 RPM, 3-PH, 460 or 2300 volt, 60 hertz,	10" ID well or larger
125	to	200 HP, 1760 RPM, 3-PH, 460 or 2300 volt, 60 hertz,	12" ID well or larger
175	to	300 HP, 1760 RPM, 3-PH, 460 or 2300 volt, 60 hertz,	14" ID well or larger
300	to	500 HP, 1760 RPM, 3-PH, 2300 or 4160 volt, 60 hertz,	17" ID well or larger
600	to	700 HP, 1760 RPM, 3-PH, 2300 or 4160 volt, 60 hertz,	18" ID well or larger

Pump capacities range from 75 to 10,000 gpm and pumping heads from a few feet to over 2000 feet.

Submersible Pumps are particularly adapted for deep settings and high heads; underground discharge installations in streets, driveways, city parks, mine shafts and air fields, permitting the most desirable location for the well with minimum of space. Pumps located in flood areas are usually supplied with well seal surface plates to prevent contaminated surface water from entering the well.

The Submersible motor is unaffected by atmospheric conditions such as high or low temperature and humidity, dust, or fumes. High altitudes, which require the use of special surface type motors, have no effect on the Submersible motor.

In addition to the standard Submersible Pumps, Byron Jackson Co. also makes Submersible Pumps of smaller size and capacity, and also special pumps which have capacities up to 25,000 gpm and horsepower to 3000.



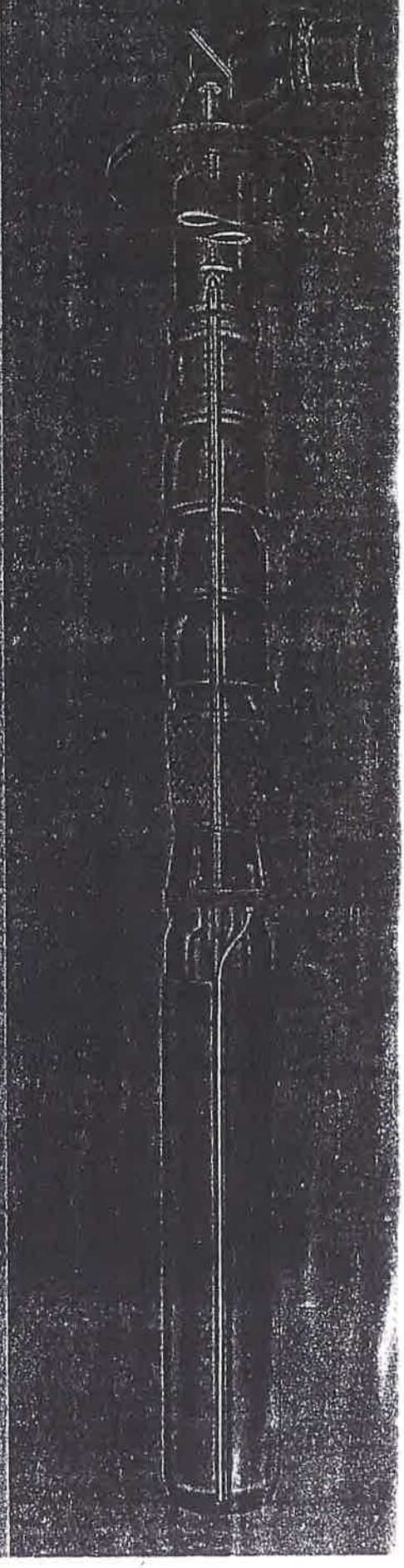
MANUAL NO. 2565

REVISED JULY 1981.

BYRON JACKSON

TECHNICAL MANUAL FOR INSTALLATION, OPERATION AND MAINTENANCE OF

TYPE H SUBMERSIBLE MOTOR PUMPING UNIT



BORG WARNER®

BYRON JACKSON

TECHNICAL MANUAL
FOR
INSTALLATION, OPERATION AND MAINTENANCE
OF
TYPE H
SUBMERSIBLE PUMPING UNIT

FOREWORD

Some portions of the material presented here may relate to more than one type of BYRON JACKSON submersible pumping unit, but it is intended that this book apply solely to the BYRON JACKSON TYPE H SUBMERSIBLE PUMPING UNIT.

Your BYRON JACKSON Pump is engineered to give the optimum performance for the type of service and the product being pumped. The pump is designed for best efficiency over a limited portion of the head capacity curve. The hydraulic performance guarantee applies to one basic point on the head capacity curve (based on laboratory test with clean, fresh water at 50 to 85°F.) and is contingent upon the pumped liquid being clean and free from air, gas and excessive amounts of sand or abrasive material.

It is recommended that the services of a BYRON JACKSON Installation Supervisor be employed for the installation and initial starting of a BYRON JACKSON Pump. Such service will ensure the purchaser that the equipment is properly installed, and will provide an excellent opportunity for the plant operator to receive special instructions relative to the unit.

This manual outlines the general procedures that must be observed to ensure long, trouble free service. However, it is assumed that plant personnel are familiar with the basic principles and tools involved in the installation, care and service of a pump. Successful operation is dependent on careful study of the manual and a well planned maintenance program.

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SEQUENCE	TITLE	PAGE
*1	Typical Submersible Motor, Installation Details	18
**2	Typical Cable Assembly	19
**3	Typical Bowl Assembly	20

* This drawing shows all motor (M) parts except M-118 and M-119.
** This drawing shows all cable (C) parts and motor parts M-118 and M-119.
*** This drawing shows all pump (P) parts.

SECTION ONE – SPECIAL CONSIDERATIONS

1.1 GENERAL:

The condition of the service into which a submersible unit is placed is of major importance. The comments below are given to avoid misunderstanding concerning the installation and operation of the unit under warranty.

1.2 DEVELOPMENT OF THE WELL:

Do not use a new unit to develop the well. Developing, surging and freeing the well of sand, which are considered a part of the well drillers contract, should be accomplished by use of a test unit.

1.3 EFFECT OF PUMPING SAND:

BYRON JACKSON does not guarantee the unit against the erosive action of sand, silt or other abrasive materials suspended in the water. Pumping sand will adversely affect the motor because the vibration produced in the pump will be transmitted to the motor and could result in a shortened motor life.

1.4 EFFECT OF AIR OR GAS:

Guarantees of hydraulic performance are contingent on pumping clean cold water, free from air or gas with the pump properly submerged. The presence of such gases in the water will affect the hydraulic performance by reduction in capacity and head, which cannot be predicted with accuracy. Further, the presence of air or gas in the well will cause deterioration of materials sooner than under normal conditions.

1.5 SUCTION AND SUBMERGENCE REQUIREMENTS:

Pumping the well at such a rate that the unit breaks suction will cause pump deterioration. It is suggested that a method be provided for keeping a record of the water level above the suction inlet. The minimum submergence recommended is 10 feet (3 m) of discharge column submergence below the MAXIMUM well drawdown level, although some installations may require more submergence.

1.6 DESIGN CHANGES:

No alteration or addition should be made to the unit design unless performed or approved by BYRON JACKSON.

1.7 EFFECT OF CHEMICALS:

Even though the chemical analysis of the water is known, it is not always possible to predict the total corrosive action on metals. In addition to chemicals, water may also contain entrained air or gases that have a definite oxidizing or corrosive action of their own, which is accentuated by high velocities within the pump. Such conditions do not appear in the chemical analysis of the water. Conforming with the Standards of the Hydraulic Institute and the practice of all reliable pump manufacturers Byron Jackson does not guarantee its pumps and motors against corrosive or electrolitic action. Special units can be ordered, providing all surfaces in contact with pumped fluid to be of special material.

1.8 CROOKED WELL:

A known crooked well that has not previously accommodated a unit of comparable size must be "caged" before the submersible unit is installed. A cage of the same length and diameter as the combined motor and pump assembly, with 40 to 50 feet (12 to 15 m) of the proper size discharge pipe, must be lowered into the well to the point at which the unit is to be placed. If the cage can be lowered to this point without binding, the submersible unit can be installed.

1.9 SURVEY OF WELL:

Always sound the well to make sure it is deep enough to permit installation of the pump with its motor beneath it. If the exact diameter and depth of the well casing is not known, "cage" the well following the procedure outlined in Paragraph 1.8. Experience indicates that many wells have more than one string of casing installed, and frequently the lower sections are smaller in diameter than the surface casing. Be certain the submersible unit will pass into the well freely and hang suspended clear of the well bottom.

1.10 OPERATING NOTES:

Normally a unit has been selected and built to operate for a specific set of conditions (head in feet and capacity in gallons) to give maximum efficiency. Some variation, an increase or decrease of head, will not make an appreciable difference in the efficiency. However, a wide variation in head will not only show up as efficiency loss, but as a horsepower, or thrust bearing overload.

(a) When a unit is first started, a new well may produce considerable amounts of sand, despite the fact it had been sand pumped after drilling. The discharge should be throttled back to where this is cut down to a minimum, then gradually opened up to full discharge as the sand disappears. This operation may last from a matter of minutes to several days or longer. If the sand flow shows no signs of stopping, the well must be reworked to screen out the sand or a smaller capacity unit installed. Continued sand pumping will result in increased pump wear which in turn will show up as increased efficiency loss. Too great a wear will run pump beyond the repair stage and possibly have serious effects on the motor.

(b) Some wells will always produce a small amount of sand at start-up. Therefore, depending on the operation, it may be necessary to bypass or trap out this first flow each time, particularly if a closed piping system is used.

(c) If the unit is coupled into a hydro-pneumatic pressure system, the set-up must be so designed that it will not become "waterlogged" (loss of air through water absorption without replacement) and yet not receive too much air at each start-up.

(d) On any system, automatic or manual, the number of starts on a motor should be controlled to a maximum of six (6) per hour.

(e) A time delay relay must be installed when any type of automatic system is used in order to prevent starting of the motor while it is spinning backwards due to column drainback through the pump. A three (3) minute time delay relay is normally adequate. This provides a safety measure in the event a failure in the automatic control system creates a rapid recycle series. It also provides a time period for the rotating element of pump and motor to stop, after reverse rotation due to vertical discharge column drain-back.

(f) A well should always be provided with a means for determining the static water level, and pumping level. A good airline, with depth gauge, is generally the most simple and practical.

(g) When a unit is known to be set near to the bottom of a well, a close check should be kept to make sure that the well does not sand-up (fill in) around the motor. This is entirely possible without any noticeable effect in pumping or motor operation. However, the motor is dependent on adequate cooling from water, and any sanding up around it would eventually create overheating, resulting in at least shortened life, if not a burnout. There are additional pump features that can be added to cover this problem if it can not be cured by well work.

(h) A unit should not be run at closed valve more than sixty seconds as virtually all the energy created is then dissipated as heat. This condition has been known to have practically "boiled" the water in the well and created an overheating problem for the motor.

SECTION TWO – GENERAL INFORMATION

2.1 UNIT DESCRIPTION: (See Sectional Drawing in SECTION SIX)

2.1.1 General Description

The Byron Jackson Submersible Unit is a combination of a vertical turbine bowl assembly and a vertical, oil filled and **mercury sealed** induction motor assembly, designed for sustained operation submerged in water. The motor is directly connected below the pump.

The rotating element of the pump assembly is driven from the bottom where its extended shaft is connected to the motor shaft by a coupling. Power is supplied to the motor through a submarine cable, which is fastened to the support and discharge column pipe, and extends to the starting equipment. The column pipe from which the motor-pump assembly is suspended is threaded and coupled in random lengths and the entire unit is coupled to a surface support and discharge head assembly.

2.1.2 Main Components

The submersible unit generally consists of the following components or sub-assemblies:

1. Submersible Motor Driver, crated on a skid and including parts necessary to couple to pump. One Installation Instruction Kit is included.

2. Bowl Assembly, single stage or multistage, crated on a skid.

3. Power Conductor Cable: A three conductor marine power cable assembly, together with banding, and buckles, and pads of sufficient quantity to support the cable on the column. The cable is protectively crafted.

4. Support and Discharge Components
   (a) Check Valve: One or more column check valves of the slow drain-back type may be required, depending on discharge column length or setting.

   (b) Head: A plate and ninety-degree elbow assembly designed to accept the column and to support the entire unit weight at the well foundation. A junction box may also be mounted for the power cable termination.

2.2 EQUIPMENT AND TOOLS REQUIRED:

2.2.1 Tools Supplied With Pump

Supplied with the pump are the following tools:

1. Hex Socket Wrench, for shaft button screw (806-2).
2. Hex Socket Wrench, for coupling set screw (806-1)
3. Hex Socket Wrench, for vent plug (609)
4. Aligning Jig (265), an Assembly, including the following pump parts:
   (a) 262-6, Shim, Shaft Adjusting
   (b) 262-7, Shim, Shaft Adjusting
   (c) 130, Shaft Adjusting Button
   (d) 806-2, Screw, Shaft Button
   (e) 690-4, Washer (two), Coupling Lock Screw
   (f) 806-3, Screw (two), Coupling Lock

2.2.2. Other Items Required (By Others)

Provide the following tools and equipment:

1. Lifting Equipment — of sufficient strength and rigidity to lift the complete unit safely, (see "Component Weight Chart," Figure 1) and of sufficient height to allow clearance between lead hook and foundation.

WEIGHT CHART (Pounds)*
for Calculating
Foundation, Derrick & Hoisting Loads

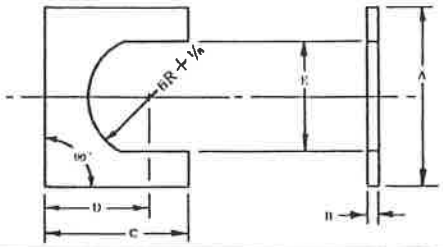
COLUMN			MOTORS		
SIZE	WEIGHT PER FOOT		NOMINAL MOTOR SIZE	HORSE POWER	WEIGHT
	EMPTY	FULL			
2½	5.0	7.9	8"	**7½	425
3	7.0	10.8		**10	425
4	10.9	16.4		15	450
5	14.8	23.5		20	450
6	19.2	31.7		25	500
8	25.0	47.2		30	500
10	32.0	60.6	10"	40	800
12	45.0	93.9		50	800
BOWLS				60	1010
SIZE	1 Stg.	Add Stgs.		75	1010
8MQ	80	15		100	1080
10MQ	175	37		125	1220
11MQ	290	70	12"	125	1610
12MQ	440	125		150	1680
13MQ	625	175		175	1770
15MQ	850	265		200	1820
CABLE			14"	175	1980
VOLTS	SIZE	WT. PER FT.		200	2300
230 OR 460	8	.3		250	2640
	4	.77		300	2900
	2	1.10	17"	300	3725
	1/0	1.75		350	4100
	4/0	3.10		400	4250
	300 MCM	4.40		450	4400
	500 MCM	6.60		500	4600
2300	6	.90	18"	600	5600
	2	1.20		700	6500
	1/0	2.20			

*For Standard Pump Construction.
**Not Standard. Special Order Only.

NOTE: To convert pounds to kilograms, divide by 2.20.

Figure 1 — Component Weight Chart

2. Two pair of correctly sized pipe elevators.
3. One correctly sized column slip plate.
4. One correctly sized motor slip plate (see Figure 2).



NOMINAL MOTOR SIZE	DIMENSIONS (Inches)				
	A	B	C	D	E
8"	15	3/8 + 1/8	10	10	5 3/4 + 1/8
10"	16	3/8 + 1/8	12	10	7 1/4 + 1/8
14" - 15"	20	1/2 + 1/8	14	10	10 + 1/8
16" - 17"	22	1/2 + 1/8	16	10	10 3/4 + 1/8
12"	18	1/2 + 1/8	14	10	7 1/2 + 1/8
18"	24	3/4 + 1/8	18	10	12 1/4 + 1/8

5. One short (four to six feet) section of column, threaded and coupled, to be attached to the top case and used for handling the bowl assembly. Deduct this length from total column length specifications.
   (a) Column: A supply of pipe, in random lengths, threaded and coupled, of correct size to handle the unit capacity and total weight and of adequate length to set the unit at the correct pumping level in the well. The threading is 8 threads per inch and 3/4" (19.mm) taper per foot.
6. One pair of cable reel stands, with axle.
7. One portable insulation resistance tester ("Megger"), 0-100 megs/inf. @1000 Volts.
8. One ammeter
9. One voltmeter
10. Components for water level indicating system.
11. Special banding tool ("Bandit") for cable bands.
12. A length of 1/2 inch hemp rope and two sheave blocks.
13. Ordinary hand tools (mechanical and electrical) used in this kind of work.
14. Two sets of chain tongs.
15. Rubber mat and insulated gloves for electrical work in damp conditions.
16. An adequate supply of approved thread compounds, as follows:
   (a) For installation of the short section of column pipe, next to top case or top case flange, use only Loctite AVV or equal. This is Catalog No. 86-31, available from Loctite Corporation, Newington, Connecticut.
   (b) For remaining column pipe threads, use a pipe thread compound that is capable of lubricating and sealing.

2.3 PREPARATION REQUIRED PRIOR TO INSTALLATION:

1. Surface plate foundation poured and cured, if concrete. The total load on the surface plate foundation will consist of the motor, pump, column (full of water), surface plate assembly and cable.
2. Provision for open discharge run-off, ditch, etc., for flushing out well and testing unit.
3. A log of the well, recording depth, straightness, casing variations, standing water level, rated capacity, pumping level, etc.

2.4 SHIPPING ARRANGEMENTS:

The unit will ship approximately as follows:

1. Main components described in Paragraph 2.1.2.
2. Tools described in Paragraph 2.2.1.

2.5 RECEIPT INSPECTION:

1. Work Safely. Handle equipment carefully. The motor is a dynamically balanced machine and should be handled accordingly.
2. Uncrate all parts and inspect carefully to be certain nothing was damaged during shipment. If damage has occurred, advise carriers claim department and the nearest Byron Jackson office or dealer from whom unit was purchased.
3. Check the power requirements of the unit against the motor data plate on the side of the motor, the shipping tag wired to the motor, and if such is furnished, the discharge head (surface plate) data plate.

2.6 STORAGE:

If the unit is not to be installed immediately, recrate the equipment and store in a safe, protected location.

SECTION THREE — INSTALLATION

3.1 GENERAL INSTRUCTIONS:

Normally, the installation requirements are performed in the following sequence:

(a) Arrange Components for Installation
(b) Inspect Components
(c) Install Motor
(d) Install Bowl Assembly
(e) Install Support & Discharge Column
(f) Connect Cable to Starter Panel

3.2 ARRANGE COMPONENTS FOR INSTALLATION:

Refer to Figure 3. An orderly arrangement of sub-assemblies will reduce installation time. Lay out the parts in order of installation, as follows:

(a) Motor (Uncrated, and arranged horizontally)
(b) Bowl assembly (uncrated and arranged horizontally)
(c) Column Pipe

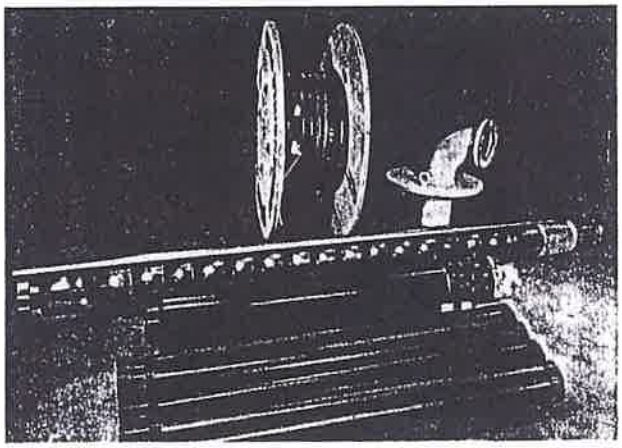


Figure 3 — Components Arranged for Installation

(d) Cable and cable clamps
(e) Air line and depth gauge
(f) Surface plate assembly

NOTES:

1. *Place all column pipe sections with coupling end toward well and check couplings with chain tongs to make sure they are screwed tight. Place column check valve sections so that each will be installed in the proper sequence.*
2. *Remove the "Motor Tag," found on each motor, and note data requested which is:*
   (a) Record COMPLETE MOTOR NUMBER (example #8-3456-5-3) on Warranty Card. **(Motor number and data is also stamped on the permanent Motor Data Plate, on motor flange.)**
   (b) Check motor rating, HP, Poles, Volts, Frequency, against job requirements.
   (c) Record the CURRENT Byron Jackson "job," or "order" number (such as 816-H-0213) on the Warranty Card.
   (d) Record the installation date on the Warranty Card.
   (e) Fill in the "Test Record" card as completely as possible during installation. This record will prove valuable for future reference.
   (f) Mail the signed Warranty Form as soon as possible, and mount or file the "Test Record Card" in a weather-proof and safe place. Additional Record Cards are available upon request.

3.3 INSPECT COMPONENTS

1. Remove the nuts (003-9) and washers (690-6) to remove the motor terminal shipping cap (112-2), and gasket (744-7).
2. Verify that the motor terminal gland plate (111) and terminals (019) are clean and free of dirt and foreign matter.
3. Megger the motor for ground and continuity. The reading should be 10 megohms or more.
4. Remove shipping cap (023) from the cable terminal box (182).
5. Verify that the terminal box (182) and connectors are clean and free of dirt and foreign matter.
6. Verify that the terminals (019) will fit the connectors of the terminal box (182):
   (a) Refer to Figure 4. Check position of terminals (019) against that of connectors. The terminals (019) and connectors may be arranged in either an equilateral triangle positioning or a right triangle positioning.

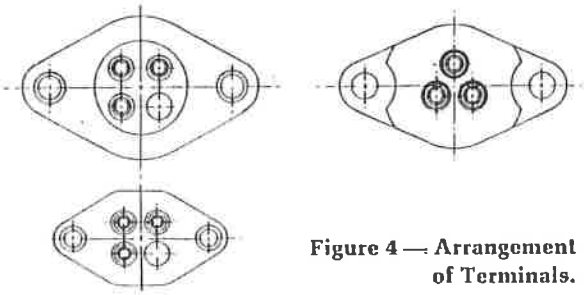


Figure 4 — Arrangement of Terminals.

   (b) Check height of terminal against depth of connector to assure proper engagement.
7. Replace the motor terminal cap (112-2) washers (690-6) and nuts (003-9). Do not replace the gasket (744-7). Put the gasket (744-7) in a safe area until it can be stored in the shipping cap (112-1).

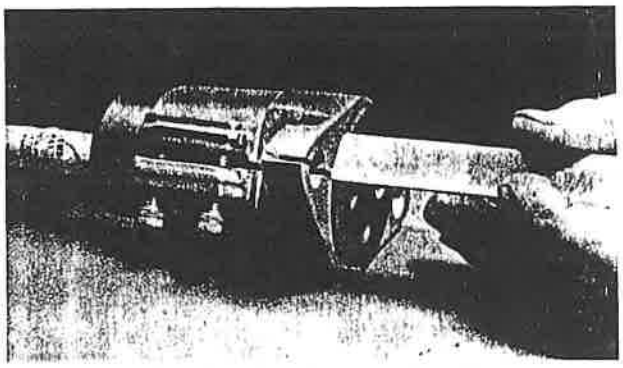


Figure 5 — Checking Gap, Terminal Box Clamp to Terminal Box

8. Refer to Figure 5. Slide the metal terminal box clamp (180) down over the terminal box (182) as far as possible, then check gap from bottom face of terminal box clamp (180) to bottom face of terminal box. This gap should be 1/16" (1.5 mm).
9. Replace the cable terminal box shipping cap (023).
10. Verify that all column pipe threads are clean and free of dirt and foreign matter.

3.4 INSTALL MOTOR:

1. Install motor slip plate on foundation.
2. Cover the slip plate and foundation with a tarpaulin.
3. Remove the motor shipping cap (112-1) and gasket (744-6). Be certain to put this gasket (744-6) in a safe area until it can be stored in the shipping cap (112-1). Also remove from the shipping cap the tools (Paragraph 2.1.2), driver half coupling (529), set screw (806-1), key (676-1) and cable terminal box gasket (744-10).

CAUTION:

Do not loosen baffle cap screw (806-4) or case closure nut (003-7) while motor is in horizontal position. This will prevent loss of mercury from seal and potential health hazards.

4. Replace shipping cap (112-1).

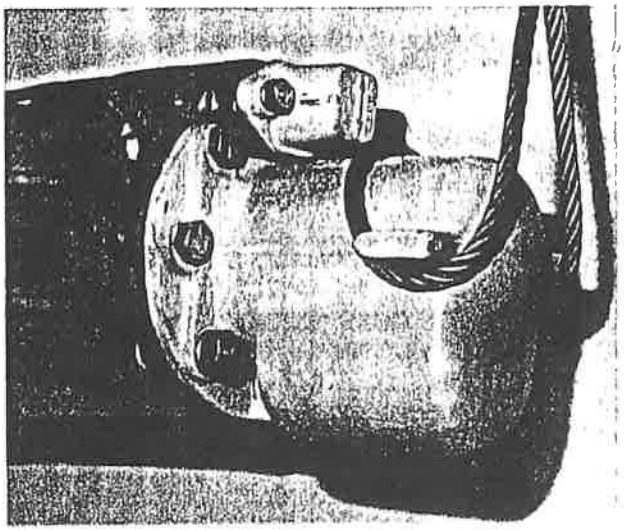


Figure 6 (A) — Hitching Line Under Lifting Lugs

5. Refer to Figures 6-A, 6-B and 6-C. Lift motor by 2 points while horizontal and elevate slowly to vertical position. Center the motor over the opening of the slip plate, then lower the motor to rest on the slip plate.
6. Remove shipping cap (112-1).

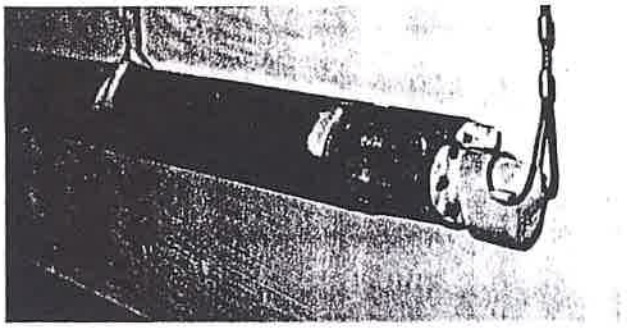


Figure 6 (B) — Lifting Motor For Installation

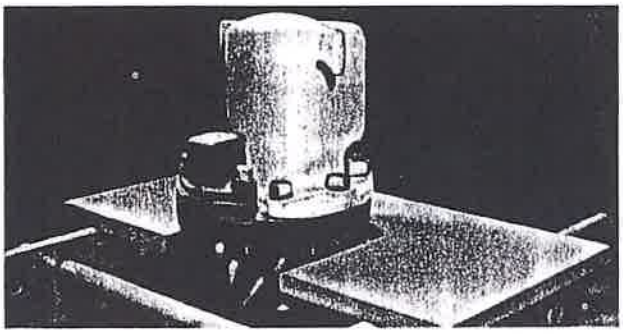


Figure 6 (C) — Motor in Place on Slip Plate

7. Refer to Figure 7. Using wrench provided, back off the vent plug (609) to vent top end of motor.

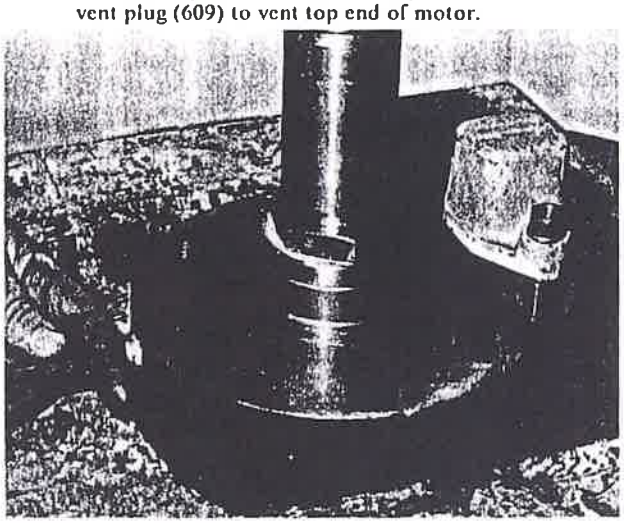


Figure 7 — Venting the Motor (Preliminary)

8. Refer to Figure 8. Remove cap screw (806-4) from end of motor shaft.
9. Gently pry off seal baffle closure cap (112) with its gasket (744-5) and ring (200). The gasket and ring need not be removed from the seal baffle closure cap.

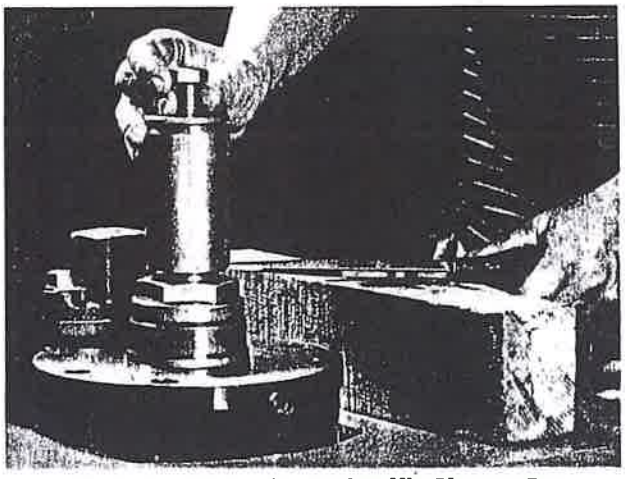


Figure 8 — Removing Seal Baffle Closure Cap

10. Refer to Figure 9. Apply approximately 75 foot pounds (100 N.m) torque to securely tighten the case closure nut (003-7) until the case closure ring (486) is metal-to-metal with the top case. This action places the mercury seal in operating condition by locking the baffle (014) to the case (076) while freeing the housing (650-1) to rotate with the shaft.

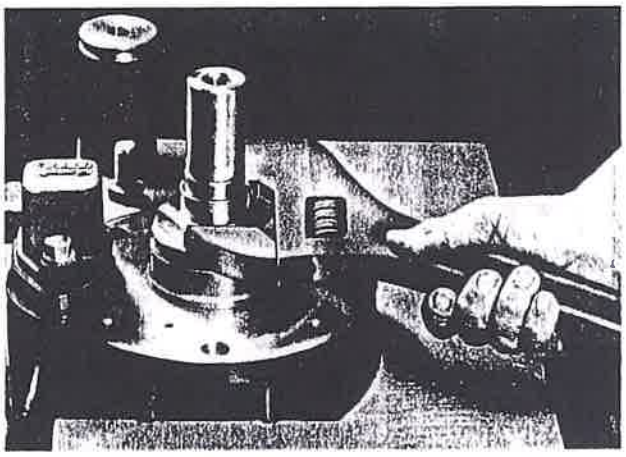


Figure 9 — Tightening Case Closure Nut

11. Refer to Figure 10. Install motor half coupling (529):
    (a) Clean the coupling and shaft, and lightly oil both.
    (b) Slip coupling on shaft with keyways aligned.

    NOTE:
    Do not attempt to force the coupling. If the coupling will not seat freely, remove the coupling, verify that the shaft is free of dirt and foreign matter, then replace the coupling.

    (c) Insert key (676-1), round end down, in the keyway.

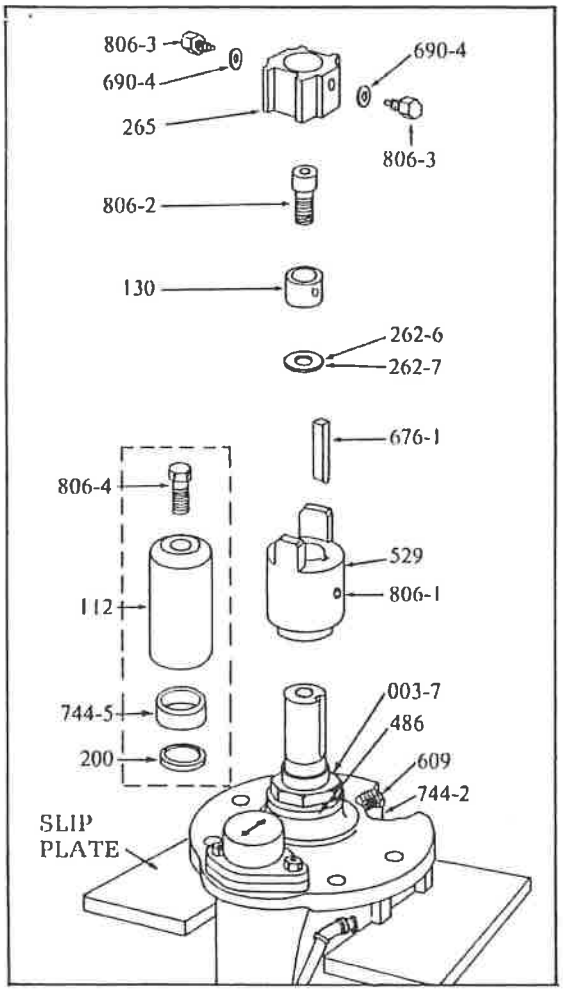


Figure 10 — Motor Half Coupling Components

(d) Install socket head set screw (806-1) through its hole in the coupling (529) to engage its hole in the shaft. Use wrench provided, to tighten set screw (806-1).

12. Refer to Figure 10. Identify the shaft adjusting button (130), alignment jig (265), screws (806-3) with washers (690-4), shaft button screw (806-2) and shims (262-6 and 262-7). These pieces are shipped as an assembly.
13. Remove string from 806-2 which holds shim in place. Verify that the shims (262-6 and 262-7) are attached to the screw (806-2).
14. Install alignment jig assembly in motor half coupling (265).
15. Install cap screw (806-2), and use wrench provided to tighten screw (806-2).
16. Remove the coupling lock screws (806-3) and washers (690-4), and set these pieces aside for later use (see Paragraph 3.5, Step 9).
17. Remove alignment jig (265) and send to storage area for storage in shipping cap (112-1).
18. Clean the motor flange face of any dirt or foreign matter. Verify that the balance line hole in the flange face is open and clear.

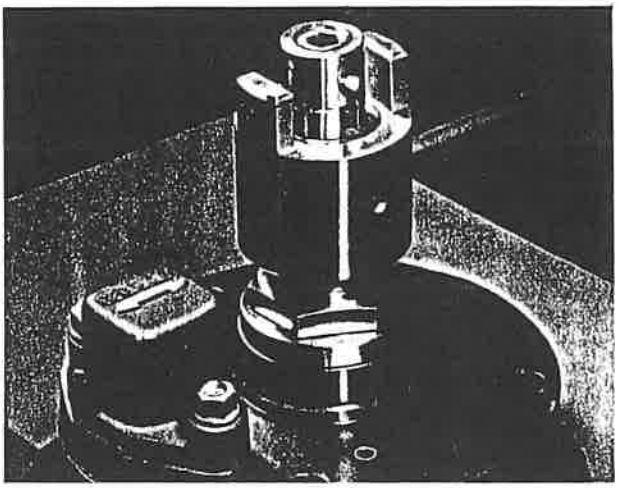


Figure 11 — Aligning the Motor Half Coupling Components

19. Cover the coupling (529) and shaft with a clean cloth.

3.5 INSTALL BOWL ASSEMBLY:

1. Remove the loosely wired-on cable guard from the bowl assembly.
2. Install in the top case (76) or flange (377) the short section (Paragraph 2.2.2, Item 5) of column pipe. Proceed as follows:
   (a) Refer to Figure 12-A. Clean the mating pipe threads of the pipe and the case or flange.
   (b) Apply Loctite to the threads as shown in Figure 12-B.
   (c) Install the pipe, using chain tongs, and apply torque approximating the values shown below.

Pipe Size	Torque (Ft. Lbs.)	Torque (N.m)
2½	500	620
3	700	950
4	900	1,220
5	1,050	1,425
6	1,200	1,625
8	1,600	2,170
10	2,000	2,710
12	3,000	4,070

   (d) Figure 12-C shows the proper method of applying chain tongs to top case (76) or flange (377) so that most force is exerted on the upper flange, rather than on the web.

Figure 12 (A) — Cleaning Pipe Threads

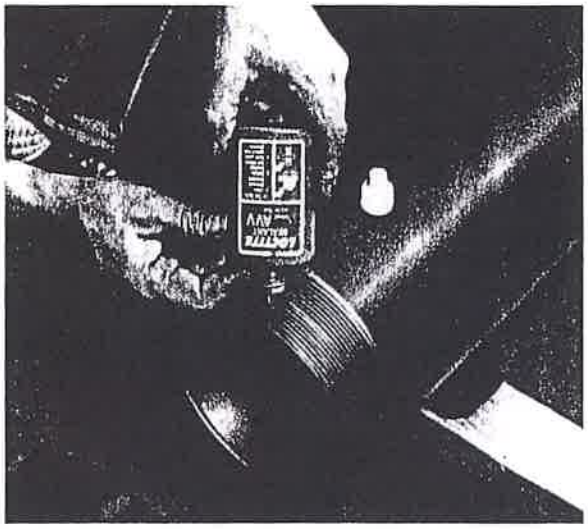


Figure 12 (B) — Applying Loctite

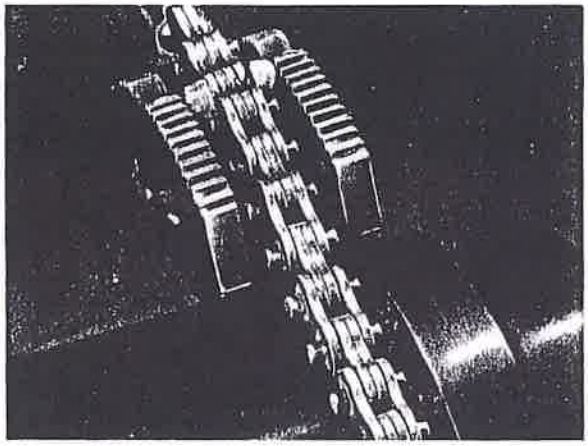


Figure 12 (C) — Proper Method of Applying Chain Tongs

NOTE:

The discharge section may require modification to provide protective clearance to the flat cable and splice which will be mounted later on the column pipe just above the pump.

3. Remove the cloth from the coupling (529) and elevate the bowl assembly several feet above the motor.
4. Verify the end float settings, which are established at the factory. The closed impeller procedure is given in Step 4A, while that for open impeller is provided in Step 4B.

4A — Closed Impeller:

(a) Scale from the face of the adapter bracket (808) to the end of the **pump shaft** (167) with shaft down.

(b) Remove adapter bracket (808) from bowl assembly.

(c) Install adapter bracket (808) on motor top flange, using fasteners for shipping cap (112-1).

(d) Scale from the face of the motor top case (076) to the face of the shaft adjusting button (130).

(e) Distance recorded in Step (a) should be ⅛" to ¼" (3.175 to 6.350 mm) less than that of Step (d).

4B — Open Impeller:

(a) Remove adapter bracket (808) from bowl assembly.

(b) Install adapter bracket (808) on motor top flange, using fasteners for shipping cap (112-1).

(c) Remove the pump half coupling (530).

(d) Provide four pieces of shim stock, each 2" x 2" x .020" (50.8 x 50.8 x 0.5080 mm) thick, and, place each shim 90° apart on the face of the adapter bracket.

(e) Lower the bowl assembly into the adapter bracket (808) to rest on the shims.

(f) Put a feeler gauge through the plug opening in the adapter bracket (808) and check the gap from shaft adjusting button (130) to pump shaft.

(g) If gap, Step (f), is less than .015" (0.3810 mm) or more than .018" (0.4572 mm), the shims beneath the shaft button (130) must be changed.

(h) Replace the pump half coupling (530).

NOTE:

If the installation must be made in freezing weather (32° F. or colder), accomplish the venting procedure by using some of the same oil as is used in the motor.

5. Vent the motor as follows:

(a) Refer to Figure 13-A. Use the shipping cap (112-1) to fill the adapter bracket (808) with water.

(b) Refer to Figure 13-B. The vent plug (609) is located in the motor flange. Back out the vent plug (609), rotate the motor shaft several revolutions, and continue adding water (not more than three times the capacity of the shipping cap) and rotating the motor shaft until certain of removal of any air bubbles trapped in the top of the motor. Air bubbles should cease after approximately one pint of oil has drained.

(c) After all air is expelled, replace the vent plug (609) in motor flange and apply torque of 20 foot pounds (27 N.M.). Refer to Figure 11. Rotate shaft to verify smooth, free rotation, then position the coupling so a center line across center of both jaws (tangs) will align with the arrow on the terminal shipping cap (112-2). This establishes alignment of coupling screws (806-3) with the pipe plug openings in the adapter bracket (808), which is presently on the bowl assembly.

(d) Place in the shipping cap (112-1) the terminal cap gasket (744-7), the shipping cap gasket (744-6) and the parts (112, 200, 744-5 and 806-4) removed at Steps 8 and 9. Send the shipping cap (112-1) to storage.

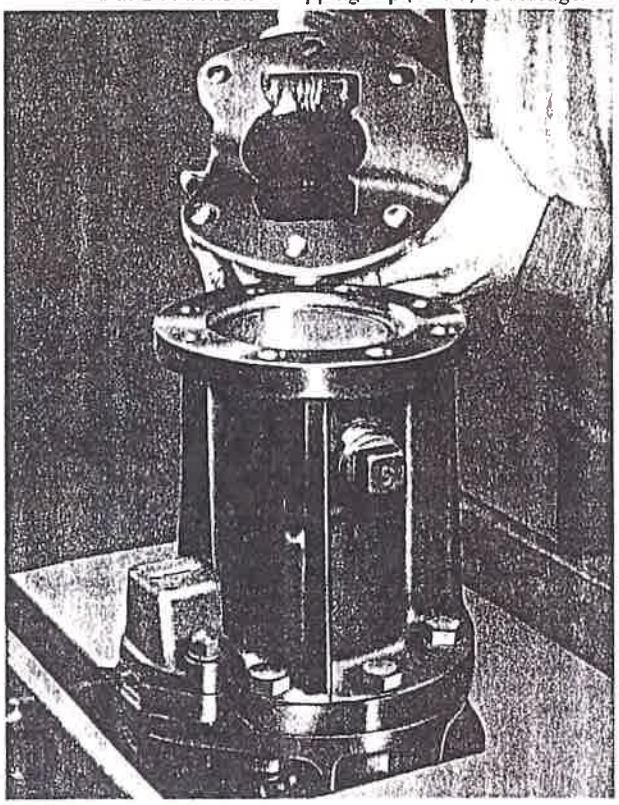


Figure 13 (A) — Adding Water to Adapter

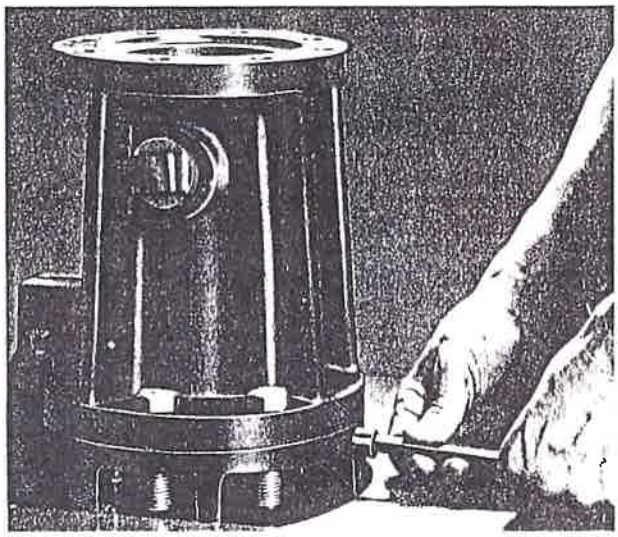


Figure 13 (B) — Removing Vent Plug

(e) The motor is now ready to receive the bowl assembly as described in Paragraph 3.5.

6. Verify that the pump half coupling (530) is securely locked in place by the pin (539) and retainer ring (526), and that the bore and shaft are clean and free of dirt or foreign matter.

7. Refer to Figure 14. Lower the bowl assembly to engage the jaws of the pump half coupling (530) with those of the motor half coupling (529).

8. Rotate the bowl assembly to line up bolt holes of strainer with those of adapter (808) and to line up bottom cable guard with terminal shipping cap (112.2), then lower until both flanges butt metal-to-metal. Install and tighten the fasteners (cap screws or stud nuts with washers).

9. Remove the adapter bracket pipe plugs (794) to observe, through the pipe plug holes, the alignment of the holes for the coupling lock screws (806-3). Install the coupling lock screws (806-3) with their washers (690-4) and apply torque to the coupling lock screws (806-3) as follows:

Unit Size (inches)	8	10	12	14-15	16-17	18
Torque (Ft. Lbs.)	20	30	40	40	50	50
Torque (N.m)	27	41	54	54	68	68

After tightening, check that lock screws (806-3) are seated firmly and lock washers (670-4) are compressed.

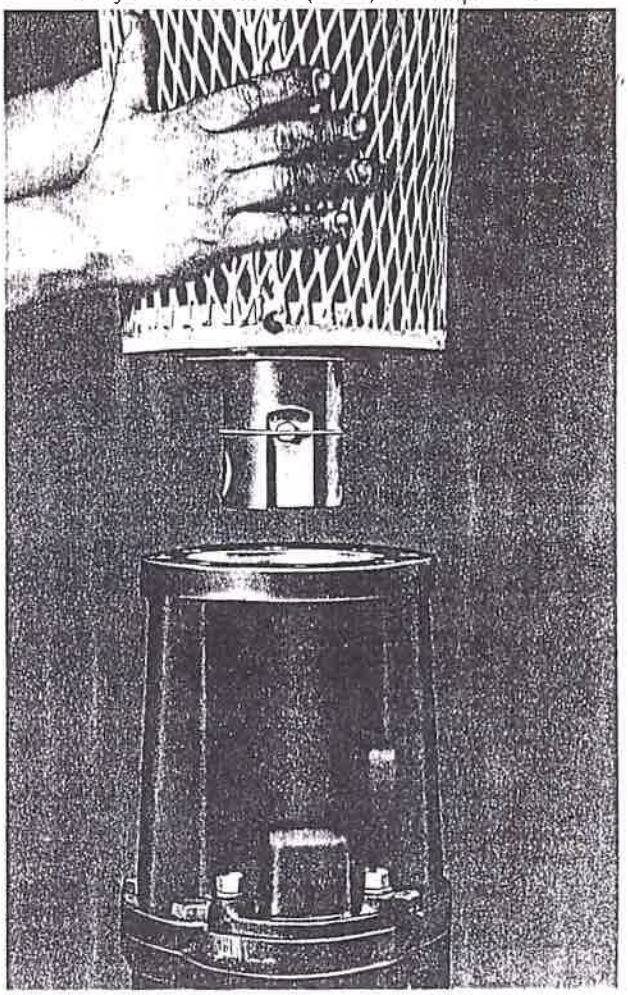


Figure 14 — Aligning Strainer and Adapter

10. Replace the adapter bracket pipe plugs (794) and tighten the adapter bracket pipe plugs (794) firmly.
11. The strainer body has two holes, size ⅛" N.P.T. at 180 °. Pour water into one of these holes, to fill the adapter bracket (808), until water runs out the other hole. **(A 90 degree street elbow is provided for this purpose.)**
12. The unit is now ready for installation of the terminal box (182).

3.6 INSTALL TERMINAL BOX:

NOTE:

The cable terminal box (182) has been previously inspected for fit and cleanliness (Paragraph 3.3) and should be in good order. The shipping gasket (744-6) has been removed, and its place will be taken by the terminal box gasket (744-10 current units) or gaskets (744-10) and (744-11) on some units).

1. Unreel a sufficient length of cable to pass the bowl assembly, elevating the cable to the approximate height to fasten the terminal box (182) to the motor. Verify that the cable is not kinked. DO NOT STRETCH THE CABLE.
2. Remove the motor terminal cap nuts (003-9), washers (690-6) and motor terminal shipping cap (112-2).
3. Refer to Figure 15. Depending on configuration supplied:
   (a) For flat faced (no rabbet fit) gland plate, install gasket (744-10) over terminals (019).
   (b) For gland plate with rabbet fit, first install gasket (744-11) over rabbet fit on gland plate (111), then install gasket (744-10) over motor terminals (019).
   (c) For "all metal" terminal box, install O-Ring (also identified as 744-11) on rabbet fit of gland plate (111).
4. Remove shipping cap (023) from the cable terminal box (182).
5. Slide the metal terminal box clamp (180) up the flat cable and off the terminal box (182), loosening the clamping screws (806) if necessary.

CAUTION:

Do not distort the clamp (180).

6. Refer to Figure 17. Align terminal box connectors with the motor terminals and push the terminal box (182) down on the motor terminals to mate with the gland plate (111) and gasket (or gaskets).

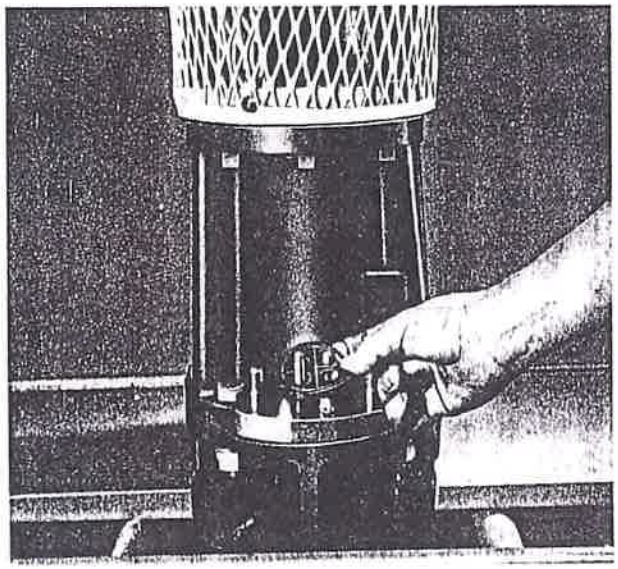


Figure 15 — Installing Terminal Box Gasket (Flat-Faced Type Shown)

NOTE:

To ease clamp (180) over terminal box (182), it may be necessary to spread the clamp at the side split, as shown in Figure 16.

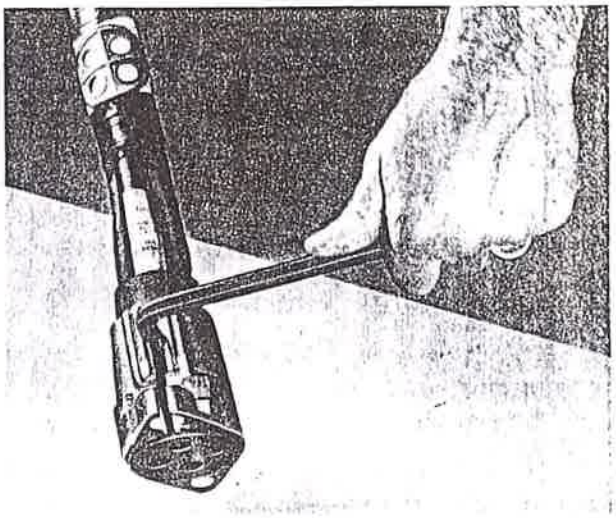


Figure 16 — Preparing Terminal Box Clamps

7. Refer to Figure 18. Slide terminal box clamp (180), down over terminal box (182) and gland plate studs, then install washers (690-6) and nuts (003-9). Tighten the nuts (003-9) to bring the clamp (180) firmly metal-to-metal against the gland plate (111).
8. Back off the nuts (003-9) two or three turns each and tighten clamping screws (806).
9. Retighten the nuts (003-9) to achieve metal-to-metal fit of clamp (180) to gland plate (111).

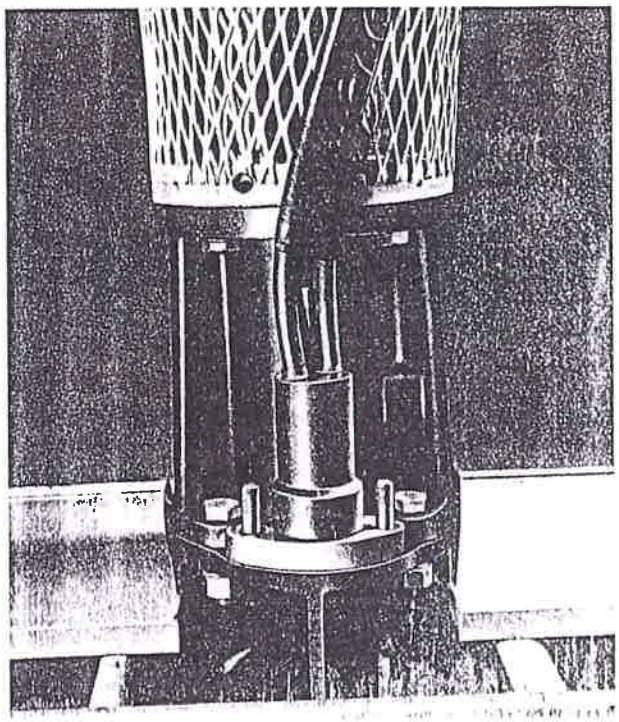


Figure 17 — Terminal Box Installed

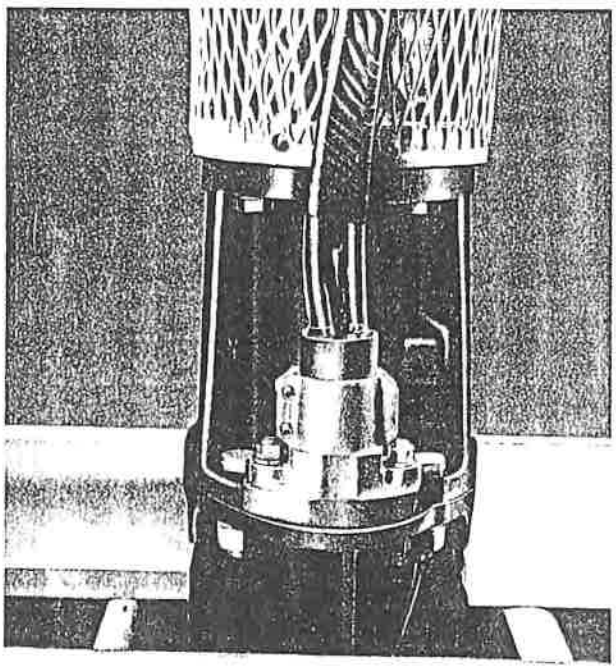


Figure 18 — Terminal Box Clamp Installed

10. Using the surface end of the cable, which should be accessible, megger the cable and motor for ground and continuity. The reading should be 10 megohms or more.
11. When megger test is completed, install a plastic bag over the surface end of the cable for protection from weather.
12. The unit is now ready for attachment of support and discharge column and lowering into the well. Release the cable from the block and tackle.

3.7 INSTALL SUPPORT AND DISCHARGE COLUMN:

3.7.1 Notes

1. Use the approved thread sealing and lubricating compound (see Paragraph 2.2.2, Item 16) on all column and coupling joints.
2. Make up all column and couplings as tight as possible with chain tongs. Torque should equal 10 foot pounds (14 N.m) per horsepower of motor.
3. If used or out of round column pipe is to be utilized it is recommended that a steel strap be welded across each coupling to prevent unthreading during startup or running.
4. Inspect cable guards (801-1 & 801-2) for any shipping damage, particularly on the inner surfaces for sharp places that could damage the cable jacket or insulation.
5. When installing the flat cable, verify that the guards (801-1 & 801-2) have no sharp edges against which the cable may vibrate.
6. Avoid strain on terminal box. Do not use block and tackle to suspend cable until at least four bands have been placed over the round cable and column pipe.
7. The instructions given here concern the use of flat cable having a two-piece cable guard. If the application requires round cable, the instructions are the same except that the round cable has a one-piece cable guard.
8. Use "BAND-IT" or equal stainless steel bands and buckles to fasten the cable assembly to the pump bowls and discharge column. Instructions for use of "BAND-IT" materials and tools are shown in Figure 19, page 13.
9. If one or more vertical column check valves are to be used on an installation, each valve, which should have a bleed-back self draining feature, will take the place of a column coupling (FLOW DIRECTION UPWARD!) The recommended installation is as follows:
   (a) One valve — locate approximately 75 feet (23 m) above pump.
   (b) Two valves — locate first valve 100 feet (30 m) above pump and second valve 3/5 of the distance between the first valve and the surface support plate.

3.7.2 Procedure

1. Elevate the cable alongside the bowl assembly without stretching or straining the terminal box.
2. Refer to Figure 20-A. Use tape to fasten the inner cable guard (801-1) to the bowl assembly if it is not already in place. The guard should reach over the flanges at the adapter bracket and top case.

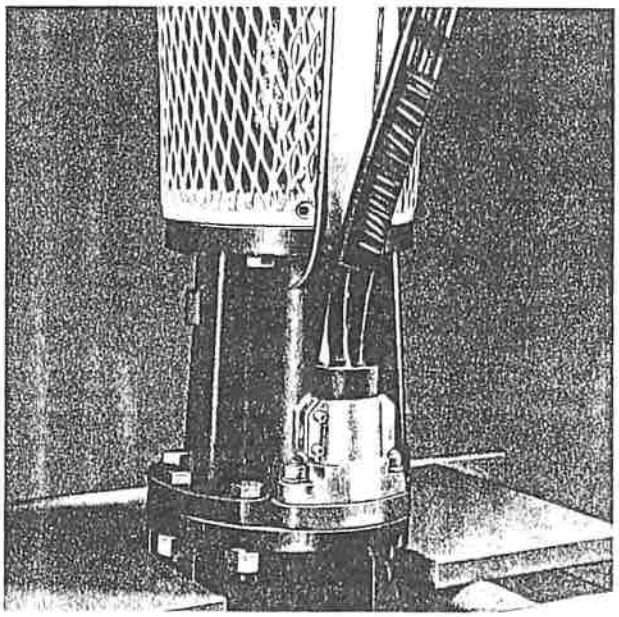


Figure 20 (A) — Inner Cable Guard in Place

3. Refer to Figure 20-B. Lay the cable in the guard, and tape the cable in place.
4. Refer to Figure 20-C. Install outer guard (801-2). The bottom edge starts at about mid-point on the cable terminal box (182) and the top edge should extend above the inner guard (801-1) by several inches.
5. Clamp the cable guard to the bowl assembly with bands (020). For bowl assemblies six feet or less in length, set a band at the adapter flange, at top and bottom of the suction strainer, at the top case flange and at the approximate center. For longer bowl assemblies, use the same procedure except space the intermediate bands at no more than three feet (approximately 1 meter).

Figure 19 — Use of BAND-IT Tool

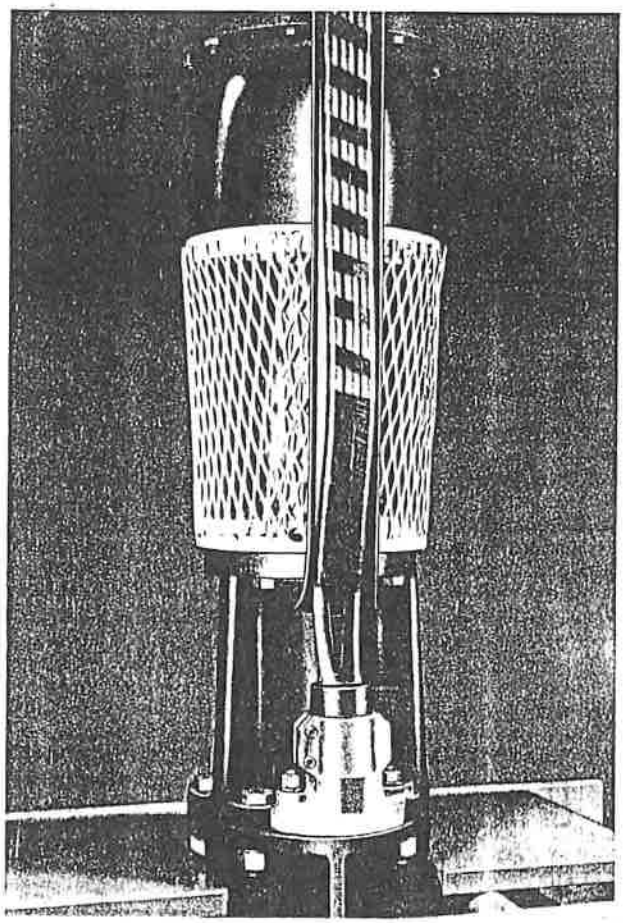


Figure 20 (B) — Cable Installed in Guard

6. Prepare a pad of rubber to install under the split where the splices will lay against the support and discharge column. This pad should be long and wide enough for the splices and of 1/16" to 1/8" (1.588 to 3.175 mm) thick stock. Tape the pad in place.
7. Avoid stretching the cable and splices. Take any slack out of cable and splices, then place two cable clamp assemblies up on the round cable above the outer jacket end. Each cable clamp assembly consists of a ¼" (19.050 mm) stainless steel band (020), buckle (017) and a pad or clamp (012).
8. With the splices straight and flat against the discharge column, use plastic tape to fasten the splices. Use 20 to 30 wraps depending on size of column.
9. Arrange the random lengths of column pipe with their coupling ends facing one direction. At five feet in from each pipe end, draw a chalk mark to set the banding location.
10. Install the column pipe, observing the following precautions:
    (a) Place the clamps as the unit is lowered. Each band should be drawn up snugly enough to support the cable on the column, but not overtensioned. Do not stretch the cable.
    (b) Support the unit weight with column pipe elevator.

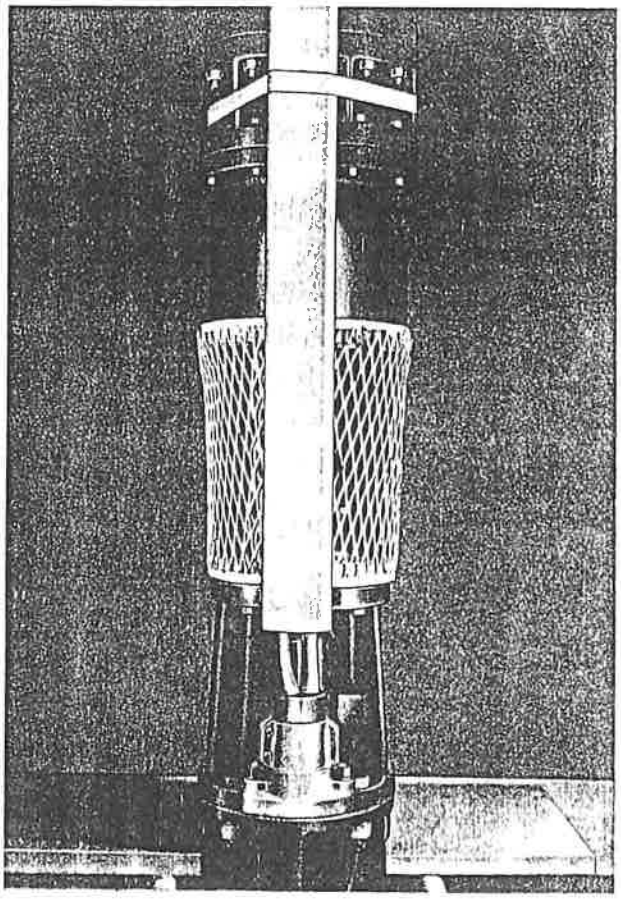


Figure 20 (C) — Outer Guard and Band in Place

    (c) While lowering the column pipe, hold the cable flat against the pipe and keep it from dragging across the sharp well casing or flange.
    (d) Avoid loss of cable length. Prevent rotation of the column pipe so that the cable does not spiral wrap around it.
    (e) When the motor first enters the water, use the surface end of the cable to megger the cable and motor for ground and continuity. The reading should be 10 megohms or more.
11. If required, install well seal gasket between surface plate and well flange at this time.
12. With the discharge-and-support head screwed in place and the unit still suspended off the well base, measure and cut the cable to approximate length for surface make up. Also strip the cable, if necessary, and feed the cable through the packing gland (or glands) in the surface plate and then into the junction box. Make the junction box connections water tight at each lead.
13. Place the two final supporting cable clamp assemblies three to four feet below the surface plate, then lower the surface plate into its correct position.
14. At the junction box, megger the cable and motor for ground and continuity. The reading should be 10 megohms or more.
15. The unit is now ready for connection to the power supply.

3.8 CONNECT CABLE TO STARTER:

1. If the starter is not furnished as part of the installation, the rating of the equipment used shall conform to the National Electrical Code requirements for high reactance squirrelcage motors.
2. If the starter is a used one, make certain that the main contacts are in good condition, and are working properly. Also see that the overload relays are for the correct full load current.
3. To insure that the starter may be operated with safety, make certain that the panel housing is properly grounded.
4. Check the no-load voltage at the starter, between all three phases. The voltage values should be equal and approximately the same as the voltage rating stamped on the motor nameplate.
5. Strip back the outer sheath on the cable from 6 to 18 (152 to 457 mm) inches depending on cable size and panel terminal requirements. Strip by scoring the sheath, lengthwise with a knife or tool to the length needed, in several places around the outside. Do not cut all the way through and damage the individual conductor insulation. Grasp a scored segment of the sheath at the end and peel like a banana. Repeat this all the way around and cut off the stripped segments.
6. Strip a short segment of insulation off the end of each conductor for connection into panel terminal.
7. Remove a conduit knock-out in the bottom of the panel. Install the cable with its gasketed grip in this hole, and connect to the starter load terminals.
8. The unit is now ready for starting. See SECTION FOUR.

SECTION FOUR – OPERATION

NOTE: See SECTION ONE, "SPECIAL CONSIDERATIONS," before starting unit in operation.

1. Close the disconnect switch, and operate the magnetic starter. If expected pressure or capacity is not produced, the unit may be running backwards. Shut the starter off, open the disconnect switch and reverse the motor rotation by interchanging any two leads of the power cable. MARK THE LEADS SO THAT THEY MAY ALWAYS BE REPLACED IN THIS SAME POSITION ANY TIME THEY ARE REMOVED.
2. Check the current drawn from the line on all three power leads. The current should not exceed the motor data plate value by more than 10%.
3. The line voltage should be measured between phases while the unit is pumping. The readings obtained should not be more than 10% above or below the rated motor voltage.
4. Should the unit fail to start, the voltage at the motor terminals may be too low. Some of the causes of such difficulties are:
   (a) The transformers supplying the unit may be too small. It is recommended that the rating of the transformer bank in kva be at least equal to the horsepower of the motor.
   (b) The line between the transformer bank and the starter may be too small or too long.
   (c) The transformer voltage tap may be set too low.
   (d) Poor voltage regulation of an engine-driven generator, if the power is obtained from such a source, can be very detrimental. Byron Jackson assumes no responsibility for units operated on such equipment unless otherwise agreed upon in writing.
5. If a reduced voltage starter is used, it is recommended that the voltage applied to the motor with the compensator in the starting position be not less than 80% of the rated motor voltage.
6. When the motor is started across the line, it should attain full speed in not more than 1 second. If after 10 seconds the line current is still high (over twice normal value), the unit is not attaining full speed. STOP THE UNIT. DO NOT ATTEMPT TO RESTART UNTIL THE TROUBLE IS FOUND AND CORRECTED.
7. After start-up and when discharge has cleared, proceed to test the unit and record the data as indicated on the "Submersible Periodic Test Record" card form P-528 found in the "Installation Instruction Kit" envelope.

NOTE:
See the reverse side of test card for information relative to trouble shooting.

SECTION FIVE – MAINTENANCE

5.1 STANDARD MAINTENANCE:

1. A faithful periodic check test card, and maintenance based on recommendations of the local Byron Jackson Sales Engineer, will prove very beneficial to the prolonged life and satisfactory operation of the unit. Such records will provide the information necessary to determine when preventive maintenance should be undertaken.
2. If the unit has "shut-off," and the reason can not be traced to a POSITIVE external source, DO NOT attempt to start the unit without first "megging" the motor. Shut off the power at the disconnect switch, disconnect the motor cable leads from the starter and "megg" them to ground (the well casing). This should be done whether the overload or circuit breaker have "kicked out" or a fuse has blown. NEVER just re-set or re-fuse and attempt to start without FIRST "megging" the unit.

5.2 REMOVAL FROM SERVICE:

1. Open the disconnect switch to stop the unit.
2. Disconnect the cable at the starter panel. Megger the leads for ground and continuity. Reading should be 10 megohms.
3. While removing the unit from the well, proceed as follows:
   (a) If the bands are double wrapped, cut them

properly so that they can be saved for use as a single band for reinstallation.

(b) Check the discharge support column for need of replacement, particularly the sections between high and low well levels.

(c) Inspect any column check valves for wear and proper functioning.

(d) Remove the coupling cap screws and separate the pump element from motor at the adapter and pump flange joint.

(e) Separate cable from motor and seal the cable with the original terminal box shipping cover (023).

(f) Megger the motor for ground and continuity. Reading should be 10 megohms or more.

(g) Seal the motor terminals with original shipping gasket (744-7) and cap (112-2) furnished.

4. If the motor is to be left in the well temporarily, cover the motor with a cloth.

5. If the motor is to be stored or removed from service proceed as follows:

(a) Remove motor from well & while still vertical cover well opening with a canvas or similar protection. Then remove the adaptor bracket (#808).

(b) Install the shipping cap gasket (744-6) and cap (112-1).

(c) Store the motor in a vertical position, in an area safe from freezing temperatures (32° F).

(d) Drill a vent hole in the shipping cap (112-1) and fill the shipping cap (112-1) with water. Do not plug the vent hole. If it is later required that the shipping cap (112-1) be used (in the event motor is returned to factory), this vent hole can be closed by a pipe plug.

WARNING: STEP 6 MUST BE PERFORMED BEFORE MOTOR IS LAID HORIZONTAL. IF NOT, MERCURY CAN BE SPILLED OUT OF MOTOR AND MAY PRESENT A HEALTH HAZARD TO WELL SERVICING PERSONNEL AND FACTORY REPAIR PERSONNEL.

6. To prepare a motor for return to the factory, proceed as follows:

(a) Remove shaft button screw (806-2), shaft adjusting button (130), and shims (262-6 and 262-7). Also, loosen the set screw (806-1) and remove the key (676-1) if possible.

(b) Lubricate shaft with some form of penetrating oil.

(c) Use a puller tool (preferably the three-arm type), if required, to remove the coupling (529). Also remove the key (676-1), if this was not previously removed.

(d) Wrap the coupling (529), key (676-1), set screw (806-1), shims(262-6 and 262-7) , shaft adjusting button (130), and screw (806-2),and put with alignment parts (265, 806-3 and 690-4)and wrenches to be placed in shaft shipping cap (112-1).

(e) Loosen case closure nut (003-7 R.H. Thread) three full turns, freeing the seal baffle (014).

(f) Lubricate the ring (200) and gasket (744-5) inside the seal baffle closure cap (112).

(g) Using a twisting motion, press the seal baffle closure cap (112), down over the shaft extension and baffle lip. Continue pressing down until the gasket (744-5) is over the lip and the baffle (014) can be felt to "bottom".

(h) Install baffle cap screw (806-4) and use an eight-inch crescent or similar wrench to torque the cap screw (806-4) to 35 foot pounds (34 to 47 N.m).

(i) Check to see that case closure nut (M-084), ring (M-083) and gasket (M-082) are loose and free.

(j) Place the coupling and components in the shaft shipping cap (112-1) with its gasket (744-6) and bolt cap securely in place.

(k) Elevate motor over a sump or drum to drain oil from motor.

(l) Remove casing drain plug from bottom side of lower casing, then remove case vent plug (609) at top of motor and allow motor to fully drain.

(m) Replace drain and vent plugs. The motor may now be laid horizontal for shipping.

NOTICE OF MERCURY SAFETY REFERENCE:

CAUTION:

BEFORE STARTING DISASSEMBLY OF THIS MOTOR, PERSONS DOING SO SHOULD BE AWARE THAT THE SHAFT SEAL CONTAINS MERCURY.

The following mercury safety references should be consulted:

(a) American Industrial Hygiene Association, Hygienic Guide Series: Mercury and Its Organic Compounds (Hg-Rev 1966) American Industrial Hygiene Association, 66 South Miller Road, Akron, Ohio 44313.

(b) National Safety Council Mercury Data Sheet 203, Rev. A Extensive. National Safety Council, Chemical Section, 444 North Michigan Avenue, Chicago, Illinois 60611.

(c) National Institute for Occupational Safety and Health, A Recommended Standard for Exposure to Inorganic Mercury. U.S. Department of Health and Human Resources NIOSH, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857.

(d) National Institute for Occupational Safety and Health, Criteria for a Recommended Standard ....Occupational Exposure to Inorganic Mercury. U.S. Department of Health and Human Resources NIOSH, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857.

BYRON JACKSON SUBMERSIBLE MOTORS
TYPE H

Pulling Motor From Well Procedure

The following is the suggested procedure for the handling of a Byron Jackson Type "H" submersible motor if electrical failure is evident or suspected. It is based on the supposition that the probable heat generated during a substantial stator burn-out would cause an intense internal pressure increase of a magnitude to overcome the motor's normal balance system, forcing elemental mercury from the motor seal upward into the lower bowl assembly component, the adapter bracket. This bracket is designed to enclose a neutral pressure, sealed chamber located below the suction casting. Commonly, mercury displaced into the adapter bracket casting is fully contained preventing escape into the well and allowing recovery after pulling of the pump. This procedure is intended to maximize the eco-conscious design of the bowl assembly and motor combination by avoiding improper handling at the well head.

Where there is some question that a motor may have burned or thrust bearing may have failed or whenever we suspect that mercury may be present when we get motor and bowl to surface the standard practice should be followed by everyone. <u>There will be no exceptions to this method.</u>

The procedure would be implemented when the bowl and motor reach the surface. We would use either a slip plate on the motor upper case notch or a fabricated motor tub, either one is acceptable.

1. Place visqueen plastic sheeting on the ground, pump house floor, or drill floor, surrounding the well. This should be extended in the direction of the intended path of motor removal from the well and should extend beyond the planned motor preparation area.

2. Take and record the final megger reading of the power cable/motor. Disconnect the power cable from the motor. Clean the motor conductor leads and surrounding gland plate surface. Take and record megger readings of the motor only in all six combinations. Secure the power cable clear of the well. Install the motor terminal gasket and cap furnished with the motor.

3. Cut an additional plastic shroud to be wrapped closely around the motor to cover the slip plate and all open areas of the well. The shroud may be cinched tightly with tape.

(continued)

4. Remove the two square-head pipe plugs located in the bowl assembly casting directly above the motor. This will be later referred to as the "adapter". While removing these plugs, watch for flocculated mercury (tiny droplets) on the inside surface of the plugs. If present, the droplets should be brushed into a sealable container away from the well in the motor preparation area.

5. Scan the inside of the adapter through the plug holes. Determine the location of the hex heads of two coupling bolts installed through the upper half of the two-piece coupling. It may be necessary to rotate the coupling to bring these bolts into position for extraction through the plug holes. Using the proper sized socket wrench with extension, carefully loosen and remove these bolts. Store them in the motor preparation area. (See alternate number 5 below.)

6. Clean the casting joint above the plug holes and remove the cap screws fastening this joint. This will permit the bowl assembly with the bowl-half coupling to be carefully lifted clear of the motor.

7. Using an Allen wrench, remove the bolt installed into the end of the motor shaft. Also, remove the motor shaft end (thrust bottom) and shim stack. Store these items in the motor prep area.

8. Using a suction device with a hose or tube extension, remove all liquid contained in the adapter. Drain this into a sealable container. Pour about one pint of commercial alcohol into the adapter and remove this by suction.

9. Remove the nuts and bolts fastening the adapter to the motor. Lift the adapter clear of the motor. Any remaining mercury on the motor upper surface or adapter internal bore should be brushed in to the salvage container.

10. Put motor bowl adapter back onto bowl. We can now lay bowl down on rack or runway. This is done to protect shaft or bowl from being damaged.

11. Loosen the set screw bearing on the motor coupling key. Remove the motor coupling and key. Clean any mercury particles on the bottom of the coupling. (See alternate number 11, 12, 13 and 14 below.)

12. Loosen the large hex nut (baffle nut) located at the top of the motor at least four full turns or more so that the sleeve (baffle) on which the nut is threaded can be depressed without the nut contacting the ring below the nut.

(continued)

13. Install the shaft shipping cover using the fasteners provided. Some light oil may be helpful at the point of engagement.

14. Sub-assemble the motor coupling, aligning pin, thrust button, coupling bolts and lock washers, thrust screw and shims. Store this assembly within the irregular portion of the motor shipping cover.

15. Fit the motor shipping cover gasket to the top motor surface and mount the shipping cover. Apply and tighten the fasteners provided.

16. Using a sling and shackle arrangement, release, lift, and move the motor safely out of the motor preparation area to storage or transfer.

17. Carefully lift and fold all plastic sheeting used to contain any mercury spillage for transport off the site by the installing contractor.

18. Scan the area for any accidental spillage. If evident, clean up appropriately.

Alternate #5:

In the event that the coupling will not rotate to permit coupling screw extraction, bearing damage to the bowl assembly or motor may exist. In this case, the following steps should be taken:

(a) Remove the fasteners at the case joints above the adapter plug holes. Lift the pump approximately 3/16" to open this case joint. Rotate the entire bowl assembly. If the problem is a damaged bowl bearing, the coupling should be free to rotate.

(b) If a damaged motor bearing exists, the pump would rotate in 5(a), but the coupling would not. In this case, the pump should be raised an additional 1/16" to open the case joint 1/4". This would be the maximum lift of the bowl assembly since the stationary internal casting surfaces would come in contact with the impellers. While holding the bowl weight only with the pump rig, again rotate the bowl assembly. Chain wrenches may be required on both the bowl assembly and the motor as a "back up". This force should be sufficient to rotate the coupling to the desired position for bolt extraction.

(continued)

Alternate #11, 12, 13 and 14: It is not unusual for the motor coupling to be locked in place. If the coupling resists movement with a coupling puller, it should be left in place for removal at the Byron Jackson factory. In no case should the coupling be only partly pulled and left in a raised position since this would prevent the fitting of the motor shipping cover and the sealing of the motor for storage or shipment.

Loosen the baffle nut until its upper surface engages tightly the underside of the coupling. This contact would affect an internal closure of the mercury seal container. Wrap good quality electrical tape around the lower end of the coupling, the baffle nut, and the exposed seal baffle to form a containment.

Pack the shaft shipping cover, aligning jig, coupling bolts, thrust button, and thrust screw within the irregular portion of the motor shipping cover. Provided the coupling is in its normal running position, the cover gasket and cover should be able to be mounted correctly.

(continued)

MERCURY HAZARDS IN BYRON-JACKSON PUMP MOTORS

Anyone who has worked with Byron-Jackson equipment knows that the motors contain a strange looking liquid called mercury. Mercury is a very dense metal with a very high melting point, this is the reason it is so heavy and is a liquid at room temperature. **MERCURY IS ALSO VERY TOXIC TO HUMANS AND THE ENVIRONMENT.** The main routes of exposure to humans is through skin contact and inhalation of vapors. Mercury exposure can cause coughing chest pains, tremors, insomnia, headache, fatigue and weakness. Long term exposure affects the central nervous system and the kidneys. Mercury is noncombustible and is not detected by organic vapor or gas monitors. Hopefully, the mercury will stay contained within the motor, but in the event of a spill, there are a few safe practices to follow when working with mercury.

* Immediately report all spills to a supervisor. The supervisor must in turn report the spill to the Legal Department in Mission Woods, Kansas (913/362-0510). The EPA reportable quantity for a mercury spill is 1 pound. Since it is so heavy, a very small spill (less than 6 ounces) is reportable.

* Contain the spill. Some BJ motors contain up to 10 pounds of mercury. Mercury droplets splatter on impact, spreading mercury beads. Isolating the area prevents spreading contamination. **DO NOT TRY TO CLEAN UP A MERCURY SPILL**, you will probably only make it worse. Mercury can attach to equipment and clothing, so be sure to use proper decontamination procedures.

Some proactive steps should be taken by offices working the BJ motors. Follow all procedures set forth by Byron-Jackson when working with these motors. If you are not aware of proper motor installation or removal procedures, contact your supervisor. A mercury spill kit should be available at each office and several personnel trained in its use to clean up spills immediately.

MERCURY SHOULD NOT BE TRANSPORTED IN LAYNE VEHICLES FOR THE PURPOSE OF SERVICING MOTORS ON SITE.

For BJ motor installation or removal procedures, clean-up information, or where to acquire spill kits, contact the SEHS Department at 913/342-4803.

IN BYRON JACKSON TYPE "H" SUBMERSIBLES

TO BE USED IN CONJUNCTION WITH DWG #252-1 IN MANUAL

1. When bowl assembly and motor has reached the surface, secure motor unit with U plate below upper motor flange.

2. Detach bowl assembly by dismantling the bolting between the motor and pump adaptor.

3. Remove plugs #794 on either side of adaptor. This will permit access to two coupling bolts and lock washers #907.

4. Using a socket wrench, remove bolts and washers. Note: It may be necessary to rotate the shaft to bring bolts into view.

5. Lift bowl assembly from motor and dispose of it.

6. Loosen baffle nut #606 at least three full turns. This operation isolates the seal cavity internally by lowering the seal baffle #541.

7. Attach a suitable choker to the motor by using eye bolts.

8. Remove vent plug #610.

9. Detach upper balance tube fittings #661.

10. Raise motor and place a barrel or other suitable container under it to receive the oil to be drained.

11. Remove drain plug #793. Vent plug #610 must be removed as described in step 8 above.

12. Allow oil to drain completely.

13. Remove balance tube and check to make sure that it is clean and clear.

14. Replace drain plug #793.

15. Attach balance line to bottom of motor.

16. If space in well permits, lower motor to a height comfortable for access to upper balance tube. Oil refilling must be done through this tube.

17. Attach a funnel to upper end of balance tube. If possible, the funnel should be preceded by as long a piece of plastic tube as is practical to insure a higher head of oil to save time in filling. Vent plug must be removed during filling. Byron Jackson Submersible oil must be used. Quantities are as follows:

MOTOR SIZE	QUANTITY (Gals.)
8"	4
10"	8
14" - 15"	20
16" - 17"	25

A barrel pump may be used for filling if proper fittings are available for connection to the upper balance tube.

18. Continue filling until oil issues forth from vent opening.

19. Replace vent plug #610. Make sure copper bushing (or O-ring on larger motors) is in position.

20. Remove base or barrel pump fittings and reattach balance line to upper motor casing.

21. When pump is to be reinstalled, proceed as initiated in Type H instruction manual including the following steps:

F. Tighten baffle nut.

I. Turn coupling so that C/L of jaws are in line with cable terminal.

J. Remove adaptor #808, bolt to motor, and balance motor in the standard manner. Alternately, motor can be balanced in the "Schneller" manner by installing the bowl assembly with the adaptor in place and piping to one of the adaptor openings.

Note: It is realized that filling as described should balance the motor. But, to guard against any change in oil levels which may occur as the baffle nut is retightened, it is recommednded that balance be checked after seal is again released.

22. Proceed with installation.

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2021-74

Agenda Item Summary Memo

Title: Lake Michigan Allocation – Engineering Agreement

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: PW – 12/16/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-74

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Lake Michigan allocation permit – engineering agreement

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Summary

Consideration of an engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

Background

This item was reviewed by the Public Works Committee the December 21, 2021 meeting, and recommended it for approval. In general, this is an engineering agreement covering EEI's time gathering materials and participating in the City's upcoming application into the IDNR for a Lake Michigan water allocation permit. This is one of the components of the City Council's approval of Lake Michigan as a preferred water source.

The work is expected to be complete throughout 2022, hopefully culminating in an approved allocation permit by the IDNR in late 2022. As a point of reference, EEI just participated in Joliet's successful Lake Michigan allocation permit. The City is working with Oswego and Montgomery staff, including shared attorney Irene Caminer, on this process. Attorney Caminer's fees will be separate from this EEI agreement and are unspecified at this time.

Recommendation

Staff recommends approval of the engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

Agreement for Professional Services
United City of Yorkville, Kendall County, IL
Lake Michigan Allocation Permit Application

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the Lake Michigan Allocation Permit Application as indicated on Attachment C.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein based on a time and material basis. The Estimate of Level of Effort and Associated Cost, included as Attachment C, suggests the budget for the Contractor's services to be $88,800. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of every given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) _x_ Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied).

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D: Anticipated Project Schedule
Attachment E: 2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____day of _____, 2022.

United City of Yorkville

_____
John Purcell
Mayor

_____
Jori Behland
City Clerk

Engineering Enterprises, Inc.:

_____
Bradley P Sanderson, P.E.
Chief Operating Officer / President

_____
Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other

or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

(a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;

(b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;

(c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.

(d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure

continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

Attachment B:
SCOPE OF SERVICES

Introduction:
The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source. The City will need to secure a Lake Michigan Allocation in order to utilize it as their water source. The City would like to proceed with an application for a Lake Michigan allocation with the ultimate goal of receiving an allocation permit. The scope of services for this project includes the development of the application and its supplementary components, as well as consultation services throughout the submittal development and hearing process.

The proposed work items for this project are as follows:

PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS
0.1 Project Administration
0.2 Data Collation & Status Review Meetings (3 Online Meetings)
0.3 Waterlink Coordination Meetings (2 Online Meetings)
0.4 Pre-Application Meeting With IDNR (Online)

APPLICATION PREPARATION
1.1 Coordinate Information Collation
1.2 Summarize Data
1.3 Input Data Into Application
1.4 Application Review & Finalization

REPORT IN SUPPORT OF APPLICATION PREPARATION
2.1 Develop Existing & Proposed Wastewater Discharge Location Map
2.2 Summarize Water Demand Projections
2.3 Summarize Existing Water Works System
2.4 Summarize Proposed System
2.5 Summarize Conservation Practices
2.6 Summary Implementation Schedule
2.7 Report Review & Finalization

NONREVENUE REDUCTION PLAN PREPARATION
3.1 Summarize Historical Water Loss Audit Results
3.2 Summarize NRW Reduction Strategies and Actions
3.3 Define NRW Reduction Implementation Schedule
3.4 Report Review & Finalization

TESTIMONY PREPARATION
4.1 Review and Edit Testimony

HEARING PROCESS
5.1 Pre-Hearing Notification

5.2 Pre-Hearing Preparation & Pre-Hearing
5.3 Application Package Revisions
5.4 Application Package Response Testimony
5.5 Hearing Preparation & Hearing

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2150-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
Lake Michigan Allocation Permit Application	12/16/21	JWF

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PM	PE	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	BPS	JWF	MLP	ALI	KAM	MJT	DRA		
		RATE	$217	$217	$212	$147	$147	$100	$70		
PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS											
0.1	Project Administration		6	12						18	$ 3,906
0.2	Data Collation & Status Review Meetings (3 Online Meetings)		3	9	3	3				18	$ 3,681
0.3	Waterlink Coordination Meetings (2 Online Meetings)		2	4						6	$ 1,302
0.4	Pre-Application Meeting With IDNR (Online)		2	6	2	2				12	$ 2,454
	Project Facilitation & Project Team Meetings Subtotal:		**13**	**31**	**5**	**5**	**-**	**-**	**-**	54	$ 11,343
APPLICATION PREPARATION											
1.1	Coordinate Information Collation		2	6	6	6				20	$ 3,890
1.2	Summarize Data		1	4	4	30	10			49	$ 7,813
1.3	Input Data Into Application		1	4	4	20	8			37	$ 6,049
1.4	Application Review & Finalization		2	6	4	6			2	20	$ 3,606
	Application Preparation Subtotal:		**6**	**20**	**18**	**62**	**18**	**-**	**2**	126	$ 21,358
REPORT IN SUPPORT OF APPLICATION PREPARATION											
2.1	Develop Existing & Proposed Wastewater Discharge Location Map			1		6		4		11	$ 1,499
2.2	Summarize Water Demand Projections			2		6				8	$ 1,316
2.3	Summarize Existing Water Works System			1		6		2		9	$ 1,299
2.4	Summarize Proposed System			2		6		4		12	$ 1,716
2.5	Summarize Conservation Practices			1		3				4	$ 658
2.6	Summary Implementation Schedule			1		3				4	$ 658
2.7	Report Review & Finalization		2	4		12			2	20	$ 3,206
	Report in Support of Application Preparation Subtotal:		**2**	**12**	**-**	**42**	**-**	**10**	**2**	68	$ 10,352
NONREVENUE REDUCTION PLAN PREPARATION											
3.1	Summarize Historical Water Loss Audit Results			2	4		10			16	$ 2,752
3.2	Summarize NRW Reduction Strategies and Actions		2	2	6		14	4		28	$ 4,598
3.3	Define NRW Reduction Implementation Schedule		2	2	6		4			14	$ 2,728
3.4	Report Review & Finalization		2	2	4		14		2	24	$ 3,914
	Nonrevenue Reduction Plan Preparation Subtotal:		**6**	**8**	**20**	**-**	**42**	**4**	**2**	82	$ 13,992
TESTIMONY PREPARATION											
4.1	Review and Edit Testimony		4	4		4				12	$ 2,324
	Testimony Preparation Subtotal:		**4**	**4**	**-**	**4**	**-**	**-**	**-**	12	$ 2,324
HEARING PROCESS											
5.1	Pre-Hearing Notification		1	2		2			4	9	$ 1,225
5.2	Pre-Hearing Preparation & Pre-Hearing		12	12		12				36	$ 6,972
5.3	Application Package Revisions		2	6		16				24	$ 4,088
5.4	Application Package Response Testimony		2	6		12				20	$ 3,500
5.5	Hearing Preparation & Hearing		16	16		16				48	$ 9,296
	Hearing Process Subtotal:		**33**	**42**	**-**	**58**	**-**	**-**	**4**	137	$ 25,081
	PROJECT TOTAL:		**64**	**117**	**43**	**171**	**60**	**14**	**10**	**479**	**84,450**

EEI STAFF

BPS	Bradley P. Sanderson, P.E.
JWF	Jeffrey W. Freeman, P.E., CFM, LEEP AP
TGH	Michele Piotrowski, P.E., LEED AP
ALI	Ali Ghasemmi, Ph.D, E.I.
KAM	Kamelia Afshinnia, Ph.D, E.I.
MJT	Matthew J. Taylor
DRA	Deborah R. Anderson

DIRECT EXPENSES	
Printing/Scanning =	$ 250
Mileage =	$ 100
Illinois State Water Survey =	$ 4,000
DIRECT EXPENSES =	**$ 4,350**

LABOR SUMMARY	
EEI Labor Expenses =	$ 84,450
TOTAL LABOR EXPENSES	**$ 84,450**

TOTAL COSTS	**$ 88,800**

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2150-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
Lake Michigan Allocation Permit Application	12/16/21	JWF

TASK NO.	TASK DESCRIPTION	2022											
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS													
0.1	Project Administration												
0.2	Data Collation & Status Review Meetings (3 Online Meetings)												
0.3	Waterlink Coordination Meetings (2 Online Meetings)												
0.4	Pre-Application Meeting With IDNR (Online)												
APPLICATION PREPARATION													
1.1	Coordinate Information Collation												
1.2	Summarize Data												
1.3	Input Data Into Application												
1.4	Application Review & Finalization												
REPORT IN SUPPORT OF APPLICATION PREPARATION													
2.1	Develop Existing & Proposed Wastewater Discharge Location Map												
2.2	Summarize Water Demand Projections												
2.3	Summarize Existing Water Works System												
2.4	Summarize Proposed System												
2.5	Summarize Conservation Practices												
2.6	Summary Implementation Schedule												
2.7	Report Review & Finalization												
NONREVENUE REDUCTION PLAN PREPARATION													
3.1	Summarize Historical Water Loss Audit Results												
3.2	Summarize NRW Reduction Strategies and Actions												
3.3	Define NRW Reduction Implementation Schedule												
3.4	Report Review & Finalization												
TESTIMONY PREPARATION													
4.1	Review and Edit Testimony												
HEARING PROCESS													
5.1	Pre-Hearing Notification												
5.2	Pre-Hearing Preparation & Pre-Hearing												
5.3	Application Package Revisions												
5.4	Application Package Response Testimony												
5.5	Hearing Preparation & Hearing												

Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$217.00
Principal	E-3	$212.00
Senior Project Manager	E-2	$206.00
Project Manager	E-1	$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	$162.00
Project Engineer/Planner/Surveyor	P-4	$147.00
Senior Engineer/Planner/Surveyor	P-3	$135.00
Engineer/Planner/Surveyor	P-2	$123.00
Associate Engineer/Planner/Surveyor	P-1	$110.00
Senior Project Technician II	T-6	$158.00
Senior Project Technician I	T-5	$147.00
Project Technician	T-4	$135.00
Senior Technician	T-3	$123.00
Technician	T-2	$110.00
Associate Technician	T-1	$ 97.00
GIS Technician	G-1	$100.00
Engineering/Land Surveying Intern	I-1	$ 79.00
Administrative Assistant	A-3	$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		$ 15.00
In-House Scanning and Reproduction	$0.25/Sq. Ft. (Black & White) $1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$ 200.00
Expert Testimony		$ 250.00

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Purchasing Manager	☐
Community Development	■
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2021-43

Agenda Item Summary Memo

Title: Kendallwood Estates Development Agreement – Rally Homes

Meeting and Date: City Council – January 11, 2022

Synopsis: A proposed new development agreement for the former Kendallwood Estates residential subdivision with Rally Homes.

Council Action Previously Taken:

Date of Action: EDC – 11/30/12 Action Taken: Approval of Supplemental Agreement

Item Number: EDC 2012-36

Type of Vote Required:

Council Action Requested: First Reading

Submitted by: Krysti J. Barksdale-Noble (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 4, 2022
Subject: **Kendallwood Estates– Development Agreement**
Proposed Agreement for Certain Site Improvements & Fee Reduction

Request Summary:

An application has been filed with the City of Yorkville by Anthony Montalbano on behalf of Rally Homes, LLC, the successor owner/developer of the Kendallwood Estates subdivision, seeking to enter into a new development agreement for the property to address the timing of the required watermain extension, location of the watermain and the reduction of the land cash fee. The proposed new agreement would allow limited home construction prior to looping the watermain system, relocate the watermain out of the state's right-of way, and reduce the land cash value for an improved acre from $101,000 to $55,000.

Development Background:

The Kendallwood Estates property was annexed into the City in 1978 with R-2 Single Family Residence zoning. The development plan approved 83 single-family lots on approximately 50-acres of land just south of Van Emmon Road and east of Route 47 in downtown Yorkville. The Final Subdivision Plat for Kendallwood Estates was approved by the City Council and recorded in December 2007 with a portion of the development included in the 2006 Downtown Yorkville Tax Increment Finance (TIF) Redevelopment Project and Plan area. Currently, the development has lots located within both Downtown TIF #1 and #2. Although infrastructure such as streets, stormwater management basins, water mains and other utilities were subsequently constructed in this development, no homes were ever built.

In 2009, a successor owner purchased the property and sought to rezone it from R-2 to a planned unit development (PUD) for a mix of single family detached and duplex units. The request was considered by the city's various committees but failed to move forward to final approval. The property was eventually foreclosed upon by Castle Bank and sat undeveloped until it was purchased in 2012 by Imperial Investments.

Imperial Investments was granted approval by the City in November 2012 to significantly reduce the nearly $2.05M letter of credit securing the development to cover only existing infrastructure. This was on the condition that no site work or construction is allowed until full replacement of security is received by the City. A large portion of the letter of credit (approx. $500K) was for the future extension and connection of water line along IL Route 126 to complete the system's loop within the develop. The 2012 supplemental agreement removed the security for this work item, since it had not begun, and reduced the letter of credit to approximately $340,000 which covered the existing sanitary sewer, storm water, water main, offsite water and storm sewers, and retaining walls.

Since the acquisition of Kendallwood Estates by Imperial Investments, several local and national homebuilders have shown interest in building out the development, but the expense of the required watermain extension was cited as a reason for not moving ahead. Recently, Rally Homes, LLC, closed on the development after engaging the city in various development discussions. They have submitted a new letter of credit in the amount of $2,225,499.00 which reflects the current engineer's estimate for the cost of all required public improvements to complete development.

Current Development/Easement Agreements:

The current development agreement, approved September 26, 2006 via Ord. 2006-118, allowed for the construction of eighty-three (83) single family lots and conditioned the final plat approval on the developer constructing an access road from the subject property to Illinois Route 126 prior to the issuance of final occupancy permits for homes built. The access road was to connect through an approximately 12-acre intervening adjacent parcel, just south of the Kendallwood Estates development, owned then by Woodstone Development. This access road was to function as a secondary ingress/egress access point for emergency and first responders. Although the easement for the access road to Illinois Route 126 was never obtained by the prior developer, the subject property does have a recorded parcel that connects to Illinois Route 126 which can be used to provide suitable secondary emergency access.

Subsequent to the development agreement, a grant of easement was approved by the City related to the Kendallwood Estates development in November 2007. The Easement Agreement for Watermain Construction and Emergency Access (Recoded as Doc.#200800003621), granted by Yorkville 126, LLC (Woodstone Development), allowed for the construction and maintenance of a 12" and 8" watermain within a permanent utility easement on the Woodstone property. While the easement runs in perpetuity on Woodstone Property, this easement is currently located in an area proposed for future widening by the Illinois Department of Transportation.

Proposed Amendment to Development Agreement:

The successor owner of the Kendallwood Estates property, Rally Homes, proposes to keep with the originally approved land plan for the subdivision. They propose to also adhere to the approved landscape plan which included a tree preservation and woodland restoration plan to maintain the wooded character of the area.

As proposed, Rally Homes intends to buildout the 83 lots with single-family dwellings offering seven (7) different home plans and three (3) distinct elevations for each plan. The homes will range in size from 2,000 square foot ranches to 3,950 square foot two-story homes. Rally Homes, who also developed the Longford Lakes townhome community in Yorkville, proposes to construct two (2) fully furnished models for display.

Therefore, the developer seeks the following approvals by the City in order to successfully restart the former Kendallwood Estates development as the rebranded **"Timber Ridge Estates"** development:

1. **Off Site Watermain Improvements** – The original development agreement required the construction and installation of the following off site watermain improvements:

a. An 8" high pressure water line that serves 62 lots (Lots 3 – 64) and a 12" low pressure water line that serves 21 lots (Lots 65-83, and Lots 1-2).

b. These water lines were to be extended along Illinois Route 126 with the 8" water line to run under Illinois Route 126 and terminate on the east side of Deer Street. The 12" water line was to extend to the west side of Mill Street to complete the system's loop.

c. The extension of both watermains along Illinois Route 126 and into the subject property required easement acquisition from the owner of the property immediately south of Kendallwood Estates known as the Woodstone development.

d. The current location of the acquired easement along Illinois Route 126 on the Woodstone development parcel is within the area Illinois Department of Transportation (IDOT) proposes as future State right-of-way (*refer to attached "Conceptual Off-Site Watermain Along Illinois Route 126 prepared by HR Green dated 09/29/21*).

Therefore, the developer proposes to create a single 12" high pressure water line and relocate it along Illinois Route 126 outside of the future IDOT right-of-way by purchasing additional easement area owned by Grace Community Church (successor owner of Woodstone Development). The developer will also install a pressure reducing valve station to serve the lower pressure areas. Rally Homes will purchase and construct the watermain extension and deed the easement and watermain over to the City for future maintenance. In exchange for the purchase of the additional easement from Grace Community, it is proposed the City would grant one (1) free utility connection at such time the property is developed.

2. **Construction Prior to Watermain Connection –** Rally Homes has indicated they would like to move forward with the construction, sale, and occupancy of homes within the development during the time the additional easement is being acquired and watermain extension constructed. Although it is the City's policy not to allow occupancy of residential structures that are not connected to a looped water system, staff has reviewed and recommended the following solution:

   The developer proposes to construct and receive final occupancy for up to 43 home sites located on lots identified on the attached Kendallwood Estates Fire Flow map prepared by EEI dated August 2021, prior to the looping of the water main system. However, the completion of the water main extension along Illinois Route 126 and looping of system, as approved by the City Engineer and Public Works Director, must occur no later than May 31, 2024.

3. **Reduction of Land Cash Valuation** – It should be noted that many of the City's standard impact fees are not applicable to the development since it was annexed prior to the adoption of those fees. Although this is a significant development advantage for this property, the current land cash valuation of $101,000/improved acre is not in line with current market rates.

   a. The current total land cash fee per dwelling unit in Kendallwood Estates based upon a $101,000/improved acre is $3,787.50 for parks and $6,035.36 for schools, totaling $9,822.86 per dwelling unit paid at time of building permit issuance.

   b. A recent land valuation for an improved acre of land in Yorkville was assessed at $55,000. That represents a nearly 55% valuation reduction.

   Therefore, the developer proposes to reduce the land cash assessed value from $101,000/improved acre to $55,000/improved acre. This would result in a park land cash fee of $2,062.94 per dwelling unit and $3,286.58 school land cash fee per dwelling unit, totaling $5,349.52 per dwelling unit. All fees are proposed to be collected at time of building permit issuance.

4. **Term** – The proposed development agreement fee lock on land cash valuation will terminate either with the final building permit issued within the newly renamed Timber Ridge Estates or no later than five (5) years from the date of the agreement's approval, whichever is sooner.

Staff Comments:

Staff is supportive of the proposed Development Agreement Amendment as it advances the provisions of the original development plan, ensures the completion of the public infrastructure improvements, and the ultimate build-out of the stalled development.

Since this request is for a development agreement, a public hearing is not required. The City Attorney has prepared the attached draft development agreement and approving ordinance for your consideration. Staff and the petitioner will be available at the City Council meeting to answer any questions.

Attachments:

1. Draft Approving Ordinance
2. Draft Development Agreement
3. Petitioner's Application
4. Ordinance 2006-118
5. Grant of Easement Agreement for Watermain Construction and Emergency Access
6. Conceptual Off-Site Watermain Along Illinois Route 126 prepared by HR Green dated 09/29/21
7. Kendallwood Estates Fire Flow map prepared by EEI dated August 2021
8. Appraisal of Improved Acre of Land in Yorkville
9. Proposed Timber Ridge Estates Fee Sheet

Ordinance No. 2022-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND RALLY HOMES, L.L.C.

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

WHEREAS, the Developer has acquired approximately fifty (50) acres located in the City at Van Emmon Road and Benjamin Street, commonly known as "Kendallwood Estates" legally described on Exhibit A attached hereto (the *"Subject Property"*) and has presented an application for a Development Agreement dated September 9, 2021 (the *"Application"*) to the City to develop the Subject Property in accordance with the 2006 approved Final Subdivision Plat and Development Agreement providing for the construction of eighty-three (83) single family homes utilizing existing streets, storm water management basins, water mains, and utilities (*the "Development"*); and

WHEREAS, the Developer is in the business of land and home construction and desires to complete the development of the Property but cannot economically do so unless the City and the Developer agree to certain conditions and covenants regarding certain fees and infrastructure improvements; and

WHEREAS, the Mayor and City Council of the City (the "**Corporate Authorities**") have reviewed Developer's proposals and have concluded that the completion of the Subject Property would substantially benefit the City by enhancing the tax base of the City and the other taxing districts, and add to the wealth and prosperity of the City and its citizens; and,

WHEREAS, pursuant to applicable provisions of the Illinois Municipal Code, including specifically, but without limitation Sec. 8-1-2.5 thereof (the "**Act**"), the Corporate Authorities are empowered to "appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality".

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

Section 1. That the recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Development Agreement Between the United City of Yorkville and Rally Homes, LLC, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

DEVELOPMENT AGREEMENT BY
AND BETWEEN THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS AND RALLY HOMES, LLC

THIS DEVELOPMENT AGREEMENT (hereafter "**Agreement**") is made and entered into this _____ day of January, 2022 (hereafter "**Effective Date**") by and between the United City of Yorkville, Kendall County, Illinois (the *"***City***"*) and Rally Homes, LLC, an Illinois Limited Liability Company (the *"***Developer***"*), which parties are hereafter sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

ARTICLE I: RECITALS

1.1 The City is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State with authority to promote the health and welfare of its inhabitants, to encourage private Development in order to enhance the local tax base, to increase job opportunities and to enter into contractual agreements with third parties for the purpose of achieving these goals.

1.2 The Developer has acquired approximately fifty (50) acres located in the City at Van Emmon Road and Benjamin Street , commonly known as "Kendallwood Estates" legally described on Exhibit A attached hereto (the *"Subject Property"*) and has presented an application for a Development Agreement dated September 9, 2021 (the *"Application"*) to the City to develop the Subject Property in accordance with the 2006 approved Final Subdivision Plat and Development Agreement providing for the construction of eighty-three (83) single family homes utilizing existing streets, storm water management basins, water mains, and utilities(*the "Development"*).

1.3 The City has reviewed the proposal as set forth in the Application which proposal conforms to all of the requirements of the R-2 Single Family Zoning District in which it is located, and also adheres to the approved landscape plan which included tree preservation and woodland restoration to maintain the wooded character of the general area; however, the Developer included a request to the City for certain changes from the prior approved Development plan as follows:

(a) Instead of constructing two water lines each serving a section of the Development, the Developer plans to construct a twelve inch (12") high pressure water line to be located along Illinois Route 126 which shall require the Developer to acquire an easement upon the adjoining property to the south of the Subject Property and immediately north of Illinois Route 126; and the installation of a pressure reducing valve station to serve lower pressure areas of the Subject Property; which a water main extension shall be sufficient to serve the Development.

(b) That the Developer be permitted to construct, sell and obtain occupancy permits for up to forty-three (43) residential home sites as approved by the City Engineer provided that the completion of the entire

required water main extension along Illinois Route 126 and the looping as approved by the City Engineer and the Director of the City's Public Works Department for the entire Development be completed and operational on or before May 31, 2024.

(c) To reduce the land cash assessed value from $101,000 per improved acre as determined as of the approval of the initial 2006 Development Agreement to $55,000 thereby reducing the park land cash fee to $2,062.94 per dwelling unit (previously $3,787.50 per dwelling unit) and $3,286.58 school land cash fee per dwelling unit (previously $6,035.36 per dwelling unit) with all fees to be collected at the time of issuance of a building permit.

(d) That the name of the Development be changed from "Kendallwood Estates" to "Timber Ridge Estates".

ARTICLE 2: CITY'S RESPONSE

The City has reviewed the Developer's requested changes from the original Development Agreement of 2006 and is prepared to agree to the Developer's requests subject to the terms and conditions hereinafter stated in Article 3.

ARTICLE 3: MUTUAL AGREEMENTS OF THE CITY AND THE DEVELOPER

3.1 The City and the Developer hereby agree that the Developer may proceed with the construction of eighty-three (83) single family homes pursuant to the approved 2006 final subdivision Plat.

3.2 The Developer agrees to adhere to the approved landscape plan dated August 14, 2007 which includes tree preservation and woodland restoration in order to maintain the wooded character of the area.

3.3 The Developer and the City agree that the Developer may proceed to construct an offsite water main extension along Illinois Route 126 on the condition that an easement is acquired by the Developer from the successor property owner of the former "Woodstone" development on or before the construction of the forty fourth (44th) residence.

3.4 The City agrees that the Developer may construct and receive final occupancy limited to the home sites identified on the Kendallwood Estates fire flow map prepared by the City Engineer in August of 2021 attached hereto as Exhibit B.

3.5 The Developer agrees to complete construction of the water main extension along Illinois Route 126, install a pressure reducing valve station to serve the lower pressure areas and loop the system on or before May 31, 2024, it being understood that no permits for construction of home sites in addition to the forty-three (43) designated on the Kendallwood Estates fire flow

map shall be issued until completion and acceptance of the entire water system serving the Development.

3.6 The City agrees to a reduction of the assessed land value from $101,000 to $55,000 and the reduced park land cash fee of $2,062.94 per dwelling until and $3,286.58 school land cash fee per dwelling unit, payable at the time of building permit issuance.

3.7 The City agrees to the future granting of one (1) free utility connection to the successor property owner of the former "Woodstone" development upon confirmation of the acquisition of an easement by Rally Homes, LLC and approved by the City Engineers along Illinois Route 126 for purposes of constructing, repair, replacing and maintaining the water main extension to the Development .

3.8 The Developer has provided a letter of credit in the amount of $2,225,499 based upon the City Engineer's estimate of the cost of all public improvements requested to serve the Development which letter of credit shall remain in full force and effect without cancellation in the amount determined by the City Engineer at all times during the letter of this Agreement.

ARTICLE 4: TERMS OF AGREEMENT

This Agreement shall remain in full force and effect upon its approval and execution by both parties and shall continue until the fifth (5^{th}) anniversary of said date.

ARTICLE 5: ENFORCEMENT AND REMEDIES

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

5.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement by the Developer, the City agrees that the Developer shall have thirty (30) days after notice of any breach delivered in accordance with Article 6 to correct the same prior to the pursuit of any remedy provided for in this Section 5; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not responsibly susceptible to being cured within the 30-day period, and (ii) if the Developer has promptly initiated the cure for the breach, and (iii) if the Developer diligently and continuously pursues the cure of the breach until its completion. If the Developer shall fail to perform any of its obligations under this Agreement, and if the City shall have given written notice of the default to the Developer, and if the Developer shall have failed to cure the default as provided in this Section 5.2, then, in addition to any and all other remedies that may be available either in law or equity, the City shall have the right (but not the obligation) to take any action as in its discretion and judgement shall be necessary to cure the default. In any event, the Developer hereby agrees to pay and reimburse the City for all costs and expenses reasonable

incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

ARTICLE 6: TIME OF THE ESSENCE/FORCE MAJEURE

Time is of the essence of this Agreement and of each and every provision of this Agreement. However, a Party shall not be deemed in material breach of this Agreement with respect to any obligations arising under this Agreement on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, civil disorder, severe weather conditions, wet soil conditions, failure or interruptions of power, riots, insurrections, acts of terrorism, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, or similar causes beyond the reasonable control of such Party ("**Force Majeure**"). If one of the foregoing events occurs or either Party claims that such an event occurred, the Party to whom such claim is made shall investigate and consult with the Party making such claim, and the Party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 7: SEVERABILITY

If any section, subsection, term, or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

ARTICLE 8: NOTICES

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

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

To Developer:

Rally Homes, LLC
1010 Jorie Blvd
Oak Brook, Illinois 60523
Attn: Anthony Montalbano
Phone: (630) 613-2710
Email: tmontalbano@rallyhomes.net

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

To the City:

Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Phone: (630) 553-8537
Email: Bolson@yorkville.il.us

With a copy to:

Kathleen Field Orr
City Attorney
2024 Hickory Road, Suite 205
Homewood, Illinois 60430
Phone: (312) 382-2113
Email: kfo@kfoassoc.com

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

ARTICLE 7: IN GENERAL

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

7.2 The Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the Development or use of any portion of the Subject Property or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any thirst part, against violations or damage or injury of any kind at any time.

7.3 No claim as a first party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the City or the Developer.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the date first written above.

UNITED CITY OF YORKVILLE,
an Illinois municipal corporation

Attest:

By:_____ By:_____
Mayor City Clerk

Date:_____ , 2022

RALLY HOMES, LLC,
an Illinois Limited Liability Company

By:_____

Date:_____, 2022

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

INTENT AND PURPOSE:

Economic Incentive and Development Agreements are negotiated between the municipality and the developer and/or owner on a project-by-project basis. Such items considered as part of an economic incentive or development agreement are: the amount of tax sharing, timing of payments, performance and compliance requirements and any other details. Applications will be evaluated on the merits of their impact to create or maintain jobs; further development; strengthen the commercial or industrial sector; enhance the tax base; and be in the overall best interest of the municipality.

This packet explains the process to successfully submit and complete an Application or Economic Incentive and/or Development Agreement requests. 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.

APPLICATION PROCEDURE:

STAGE 1
Submit Application, Fees, and All Pertinent Information to the Community Development Department

STAGE 2
Economic Development Committee

Meets on the 1st Tuesday of the Month

STAGE 3
City Council

Meets on the 2nd and 4th Tuesday of the Month

STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with exhibits, if any, and legal description including PINs.
- Appropriate filing fee.
- One (1) electronic copy (pdf) of each of the signed application (complete with exhibits, if any). A Microsoft Word document with the legal description and PINs 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 Economic Development committee meeting. An incomplete submittal could delay the scheduling of the project.

Petitioner will be responsible for payment of all fees, including outside consultant costs (i.e. legal review, engineering review, 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 ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

STAGE 2: 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 3: CITY COUNCIL

Petitioner will attend the City Council meeting where the recommendation of the proposed economic incentive or development agreement request 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 request.

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 ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

DATE: 9/9/2021	☐ ECONOMIC INCENTIVE ■ DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCE (TIF)	DEVELOPMENT NAME: KendallWood Estates

PETITIONER INFORMATION

NAME: Anthony Montalbano COMPANY: Rally Homes, LLC

PETITIONER STATUS: ☐ INDIVIDUAL ☐ TRUST ☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ■ LLC ☐ OTHER

MAILING ADDRESS: 1010 Jorie Blvd Suite 138

CITY, STATE, ZIP: Oak Brook IL 60523 TELEPHONE: 630-613-2710

EMAIL: tmontalbano@rallyhomes.net FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Rally Homes, LLC

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: North Of Illinois Route 126 in Yorkville, Illinois

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Van Emmon Rd And Benjamin St Commonly known as lots 1 through 91 Kendallwood Estates Yorkville IL

CURRENT ZONING CLASSIFICATION: R-2 SINGLE-FAMILY TRADITIONAL RESIDENCE DISTRICT WILL PROJECT REQUIRE REZONING? ☐ YES ■ NO

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: Single Family Suburban Residence District (Undeveloped)

EAST: - Residential Subdivision (Unincorporated Kendall County

SOUTH: Retail Commerce Business District (Undeveloped)

WEST: West – Planned Unit Development; R-1 Single Family Suburban Residence District; R-2 Single Family Traditional Residence District (Residential subdivision)

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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

PROPERTY INFORMATION

NAME OF ANY PRIOR ANNEXATION, PUD, ECONOMIC OR DEVELOPMENT AGREEMENTS: Ord. 2006-118 KendallWood Estates Developement Agreement

NARRATIVE OF THE PROJECT DESCRIPTION, INCLUDING THE FOLLOWING INFORMATION (ATTACH A SEPARATE SHEET IF NEEDED):

- ☐ THE PURPOSE OF THE INCENTIVE REQUESTED.
- ☐ THE AMOUNT OF INCENTIVE REQUESTED.
- ☐ THE METHOD AND MEANS USED TO FINANCE THE PROJECT, ASIDE FROM ECONOMIC INCENTIVE.
- ☐ THE PROJECTED INCREASE IN THE LOCAL WORKFORCE, IF ANY, AS A RESULT OF THIS PROJECT.

83 Semi Wooded single family lots with some walk out, look out, and conventional basements. There will be 7 different plan types with 3 distinct elevations for each plan. The homes will range from 2000 sf ranch all the way to 3950 two story single family homes. Most plans will offer the option for 3 car garage and some plans will come standard 3 car.

Our plan for the community will be to build 2 fully furnished model homes for display our product and workmanship that we put into every home. At one point we closed roughly 490 homes per year and have already built a community in Yorkville. (Longford Lakes) .

Reduce land cash assessed value from current $101,000/improved acre to $55,000/improved

Approval to construct up to 43 home sites prior to looping the Water main system. The approved locations for the home sites are attached.

To extend the water main to the site, per plan, and purchase easements from commercial land owner to the south to relocated the water main out of IDOT"s right of way. In exchange for the easements from commercial land owner, it is requested the commercial land owner receive one (1) free utility hook-up from the City at such time the commercial property is developed.

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list all the Permanent Index Numbers (PINs) and Common Addresses for all parcels to be included and considered as part of the requested Economic Incentive or Development Agreement. Attach a separate list to this application and title it as "Exhibit B".

Petitioner must attach a list of all property owners, business partners, developers and/or investors associated with this project, including name, business name, business address, phone, fax, e-mail and residence address, and title it as "Exhibit C".

Petitioner must attach a detailed projected project cost with each eligible expense requested for reimbursement, and title it as "Exhibit D".

Petitioner must attach the most recent Kendall County Tax Real Estate tax record providing the current assessed value of real estate and title it as "Exhibit E".

Petitioner must attach a list of all appointed or elected officials of the City of Yorkville who own a portion of the project or the real estate underlying the project area, and title it as "Exhibit F".

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APPLICATION FOR ECONOMIC INCENTIVE/DEVELOPMENT AGREEMENT

ATTORNEY INFORMATION (IF ANY)	
NAME: Anthony Montalbano	COMPANY: Rally Homes, LLC
MAILING ADDRESS: 1010 Jorie Blvd	
CITY, STATE, ZIP: Oak Brook IL 60523	TELEPHONE: 630 613 2710
EMAIL: tmontalbano@rallyhomes.net	FAX:
ENGINEER INFORMATION (IF ANY)	
NAME: David Schultz, P.E., LEED AP Project Manager | Associate	COMPANY: HR Green
MAILING ADDRESS: 2363 Sequoia Drive Suite 101	
CITY, STATE, ZIP: Aurora, IL 60506	TELEPHONE: 630.553.7560
EMAIL: dschultz@hrgreen.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION (IF ANY)	
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.

Anthony Montalbano — PETITIONER SIGNATURE

9-10-21 — DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Anthony Montalbano — OWNER SIGNATURE

9-10-21 — DATE

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Yorkville, Illinois, 60560
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PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

APPLICATION/APPROVAL TYPE (*check appropriate box(es) of approval requested*):

☐ CONCEPT PLAN REVIEW	☐ AMENDMENT (TEXT)	☐ ANNEXATION	☐ REZONING
☐ SPECIAL USE	☐ MILE AND 1/2 REVIEW	☐ ZONING VARIANCE	☐ PRELIMINARY PLAN
☐ FINAL PLANS	☐ PLANNED UNIT DEVELOPMENT	☐ FINAL PLAT	■ ECONOMIC INCENTIVE/DEV AGRMT

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: Anthony Montalbano	COMPANY: Rally Homes, LLc
MAILING ADDRESS: 1010 Jorie Blvd	
CITY, STATE, ZIP: Oak Brook, IL 60523	TELEPHONE: 630 613 2710
EMAIL: tmontalbano@Rallyhomes.net	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.

Anthony Monta/Bgnc — PRINT NAME

Manager — TITLE

[signature] — SIGNATURE

9-10-21 — DATE

ACCOUNT CLOSURE AUTHORIZATION

DATE REQUESTED: _____ ☐ COMPLETED ☐ INACTIVE

PRINT NAME: _____ ☐ WITHDRAWN ☐ COLLECTIONS

SIGNATURE: _____ ☐ OTHER

DEPARTMENT ROUTING FOR AUTHORIZATION: ☐ COM. DEV. ☐ BUILDING ☐ ENGINEERING ☐ FINANCE ☐ ADMIN.

Exhibit A

LOTS 1 THROUGH 91 INCLUSIVE OF KENDALLWOOD ESTATES, BEING A SUBDIVSION OF PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 AND PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2007 AS DOCUMENT 200700035947, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Exhibit B

KENDALLWOOD ESTATES
PERMANENT INDEX NUMBERS:

05-04-131-003-0000 (AFFECTS LOT 1)
05-04-131-002-0000 (AFFECTS LOT 2)
05-04-127-003-0000 (AFFECTS LOT 3)
05-04-127-002-0000 (AFFECTS LOT 4)
02-33-377-032-0000 (AFFECTS LOT 5)
02-33-377-031-0000 (AFFECTS LOT 6)
02-33-377-029-0000 (AFFECTS LOT 7)
02-33-377-028-0000 (AFFECTS LOT 8)
02-33-377-027-0000 (AFFECTS LOT 9)
02-33-377-026-0000 (AFFECTS LOT 10)
02-33-377-025-0000 (AFFECTS LOT 11)
02-33-377-024-0000 (AFFECTS LOT 12)
02-33-377-023-0000 (AFFECTS LOT 13)
02-33-377-022-0000 (AFFECTS LOT 14)
02-33-377-021-0000 (AFFECTS LOT 15)
02-33-377-020-0000 (AFFECTS LOT 16)
02-33-377-019-0000 (AFFECTS LOT 17)
02-33-377-018-0000 (AFFECTS LOT 18)
02-33-377-017-0000 (AFFECTS LOT 19)
02-33-377-016-0000 (AFFECTS LOT 20)
02-33-377-015-0000 (AFFECTS LOT 21)
02-33-377-014-0000 (AFFECTS LOT 22)
02-33-377-013-0000 (AFFECTS LOT 23)
02-33-377-012-0000 (AFFECTS LOT 24)
02-33-377-011-0000 (AFFECTS LOT 25)
02-33-377-010-0000 (AFFECTS LOT 26)
02-33-377-009-0000 (AFFECTS LOT 27)
02-33-377-008-0000 (AFFECTS LOT 28)
02-33-377-007-0000 (AFFECTS LOT 29)
02-33-377-006-0000 (AFFECTS LOT 30)
02-33-377-005-0000 (AFFECTS LOT 31)
02-33-377-004-0000 (AFFECTS LOT 32)
02-33-377-003-0000 (AFFECTS LOT 33)
02-33-377-002-0000 (AFFECTS LOT 34)
02-33-378-001-0000 (AFFECTS LOT 35)
02-33-378-002-0000 (AFFECTS LOT 36)
02-33-378-003-0000 (AFFECTS LOT 37)
02-33-378-004-0000 (AFFECTS LOT 38)
02-33-378-005-0000 (AFFECTS LOT 39)

COUNTY OF KENDALL
STATE TRANSFER
375.00 DT

REAL ESTATE TRANSFER TAX | 0075000 | FP326656
0000001595

STATE OF ILLINOIS
DEC -5 12
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
STATE TAX

02-33-378-006-0000 (AFFECTS LOT 40)
02-33-379-002-0000 (AFFECTS LOT 41)
02-33-379-001-0000 (AFFECTS LOT 42)
02-33-379-003-0000 (AFFECTS LOT 43)
02-33-379-004-0000 (AFFECTS LOT 44)
02-33-379-005-0000 (AFFECTS LOT 45)
02-33-379-006-0000 (AFFECTS LOT 46)
02-33-379-007-0000 (AFFECTS LOT 47)
02-33-379-008-0000 (AFFECTS LOT 48)
02-33-379-009-0000 (AFFECTS LOT 49)
02-33-379-010-0000 (AFFECTS LOT 50)
02-33-379-011-0000 (AFFECTS LOT 51)
02-33-380-001-0000 (AFFECTS LOT 52)
02-33-380-002-0000 (AFFECTS LOT 53)
02-33-380-003-0000 (AFFECTS LOT 54)
02-33-380-004-0000 (AFFECTS LOT 55)
02-33-380-005-0000 (AFFECTS LOT 56)
02-33-380-006-0000 (AFFECTS LOT 57)
02-33-380-007-0000 (AFFECTS LOT 58)
02-33-380-008-0000 (AFFECTS LOT 59)
02-33-380-009-0000 (AFFECTS LOT 60)
02-33-380-010-0000 (AFFECTS PART OF LOT 61)
05-04-128-001-0000 (AFFECTS PART OF LOT 61)
02-33-380-011-0000 (AFFECTS PART OF LOT 62)
05-04-128-002-0000 (AFFECTS PART OF LOT 62)
02-33-380-012-0000 (AFFECTS PART OF LOT 63)
05-04-128-003-0000 (AFFECTS PART OF LOT 63)
05-04-128-004-0000 (AFFECTS LOT 64)
05-04-128-005-0000 (AFFECTS LOT 65)
05-04-128-006-0000 (AFFECTS LOT 66)
05-04-128-007-0000 (AFFECTS LOT 67)
05-04-128-008-0000 (AFFECTS PART OF LOT 68)
02-33-380-013-0000 (AFFECTS PART OF LOT 68)
05-04-128-009-0000 (AFFECTS PART OF LOT 69)
02-33-380-014-0000 (AFFECTS PART OF LOT 69)
02-33-380-015-0000 (AFFECTS LOT 70)
02-33-380-016-0000 (AFFECTS PART OF LOT 71)
05-04-129-001-0000 (AFFECTS PART OF LOT 71)
05-04-129-002-0000 (AFFECTS LOT 72)
05-04-129-003-0000 (AFFECTS LOT 73)
05-04-129-004-0000 (AFFECTS LOT 74)
05-04-129-005-0000 (AFFECTS LOT 75)
05-04-129-006-0000 (AFFECTS LOT 76)
05-04-129-007-0000 (AFFECTS LOT 77)
05-04-129-008-0000 (AFFECTS LOT 78)

05-04-129-009-0000 (AFFECTS LOT 79)
05-04-130-001-0000 (AFFECTS LOT 80)
05-04-130-002-0000 (AFFECTS LOT 81)
05-04-130-003-0000 (AFFECTS LOT 82)
05-04-130-004-0000 (AFFECTS LOT 83)
02-33-377-001-0000 (AFFECTS LOT 84)
02-33-378-007-0000 (AFFECTS LOT 85)
02-33-377-034-0000 (AFFECTS LOT 86)
02-33-377-030-0000 (AFFECTS LOT 87)
02-33-377-033-0000 (AFFECTS PART OF LOT 88)
05-04-127-001-0000 (AFFECTS PART OF LOT 88)
05-04-127-004-0000 (AFFECTS LOT 89)
05-04-131-001-0000 (AFFECTS LOT 90)
05-04-201-007-0000 (AFFECTS LOT 91)

Exhibit C

Rally Homes, LLC an Illinois limited liability company with offices at 1010 Jorie Blvd, Oak Book Illinois 60523

Exhibit E

Permanent Tax No.:

$134.33 as to 05-04-131-003 (AFFECTS LOT 1)

$134.33 as to 05-04-131-002 (AFFECTS LOT 2)

$134.33 as to 05-04-127-003 (AFFECTS LOT 3)

$134.33 as to 05-04-127-002 (AFFECTS LOT 4)

$134.33 as to 02-33-377-032 (AFFECTS LOT 5)

$134.33 as to 02-33-377-031(AFFECTS LOT 6)

$134.33 as to 02-33-377-029 (AFFECTS LOT 7)

$134.33 as to 02-33-377-028 (AFFECTS LOT 8)

$134.33 as to 02-33-377-027 (AFFECTS LOT 9)

$134.33 as to 02-33-377-026 (AFFECTS LOT 10)

$134.33 as to 02-33-377-025 (AFFECTS LOT 11)

$134.33 as to 02-33-377-024 (AFFECTS LOT 12)

$134.33 as to 02-33-377-023 (AFFECTS LOT 13)

$134.33 as to 02-33-377-022 (AFFECTS LOT 14)

$134.33 as to 02-33-377-021 (AFFECTS LOT 15)

$134.33 as to 02-33-377-020 (AFFECTS LOT 16)

$134.33 as to 02-33-377-019 (AFFECTS LOT 17)

$134.33 as to 02-33-377-018 (AFFECTS LOT 18)

$134.33 as to 02-33-377-017 (AFFECTS LOT 19)

$314.33 as to 02-33-377-016 (AFFECTS LOT 20)

$134.33 as to 02-33-377-015 (AFFECTS LOT 21)

$134.33 as to 02-33-377-014 (AFFECTS LOT 22)

$134.33 as to 02-33-377-013 (AFFECTS LOT 23)

$134.33 as to 02-33-377-012 (AFFECTS LOT 24)

$134.33 as to 02-33-377-011 (AFFECTS LOT 25)

$134.33 as to 02-33-377-010 (AFFECTS LOT 26)

$134.33 as to 02-33-377-009 (AFFECTS LOT 27)

$134.33 as to 02-33-377-008 (AFFECTS LOT 28)

$134.33 as to 02-33-377-007 (AFFECTS LOT 29)

$134.33 as to 02-33-377-006 (AFFECTS LOT 30)

$134.33 as to 02-33-377-005 (AFFECTS LOT 31)

$134.33 as to 02-33-377-004 (AFFECTS LOT 32)

$134.33 as to 02-33-377-003 (AFFECTS LOT 33)

$134.33 as to 02-33-377-002 (AFFECTS LOT 34)

$134.33 as to 02-33-378-001 (AFFECTS LOT 35)

$134.33 as to 02-33-378-002 (AFFECTS LOT 36)

$134.33 as to 02-33-378-003 (AFFECTS LOT 37)

$134.33 as to 02-33-378-004 (AFFECTS LOT 38)

$134.33 as to 02-33-378-005 (AFFECTS LOT 39)

$134.33 as to 02-33-378-006 (AFFECTS LOT 40)

$134.33 as to 02-33-379-002 (AFFECTS LOT 41)

$134.33 as to 02-33-379-001 (AFFECTS LOT 42)

$134.33 as to 02-33-379-003 (AFFECTS LOT 43)

$134.33 as to 02-33-379-004 (AFFECTS LOT 44)

$134.33 as to 02-33-379-005 (AFFECTS LOT 45)

$134.33 as to 02-33-379-006 (AFFECTS LOT 46)

$134.33 as to 02-33-379-007 (AFFECTS LOT 47)

$134.33 as to 02-33-379-008 (AFFECTS LOT 48)

$134.33 as to 02-33-379-009 (AFFECTS LOT 49)

$134.33 as to 02-33-379-010 (AFFECTS LOT 50)

$134.33 as to02-33-379-011 (AFFECTS LOT 51)

$134.33 as to 02-33-380-001 (AFFECTS LOT 52)

$134.33 as to 02-33-380-002 (AFFECTS LOT 53)

$134.33 as to 02-33-380-003 (AFFECTS LOT 54)

$134.33 as to 02-33-380-004 (AFFECTS LOT 55)

$134.33 as to 02-33-380-005 (AFFECTS LOT 56)

$134.33 as to 02-33-380-006 (AFFECTS LOT 57)

$134.33 as to 02-33-380-007 (AFFECTS LOT 58)

$134.33 as to 02-33-380-008 (AFFECTS LOT 59)

$134.33 as to 02-33-380-009 (AFFECTS LOT 60)

$134.33 as to 02-33-380-010 (AFFECTS PART OF LOT 61)

$00 as to 05-04-128-001 (AFFECTS PART OF LOT 61)

$134.33 as to 02-33-380-011 (AFFECTS PART OF LOT 62)

$00 as to 05-04-128-002 (AFFECTS PART OF LOT 62)

$00 as to 02-33-380-012 (AFFECTS PART OF LOT 63)

$134.33 as to 05-04-128-003 (AFFECTS PART OF LOT 63)

$134.33 as to 05-04-128-004 (AFFECTS LOT 64)

$134.33 as to 05-04-128-005 (AFFECTS LOT 65)

$134.33 as to 05-04-128-006 (AFFECTS LOT 66)

$134.33 as to 05-04-128-007 (AFFECTS LOT 67)

$134.33 as to 05-04-128-008 (AFFECTS PART OF LOT 68)

$00 as to 02-33-380-013 (AFFECTS PART OF LOT 68)

$00 as to 05-04-128-009 (AFFECTS PART OF LOT 69)

$134.33 as to 02-33-380-014 (AFFECTS PART OF LOT 69)

$134.33 as to 02-33-380-015 (AFFECTS LOT 70)

$134.33 as to 02-33-380-016 (AFFECTS PART OF LOT 71)

$00 as to 05-04-129-001 (AFFECTS PART OF LOT 71)

$134.33 as to 05-04-129-002 (AFFECTS LOT 72)

$134.33 as to 05-04-129-003 (AFFECTS LOT 73)

$134.33 as to 05-04-129-004 (AFFECTS LOT 74)

$134.33 as to 05-04-129-005 (AFFECTS LOT 75)

$134.33 as to 05-04-129-006 (AFFECTS LOT 76)

$134.33 as to 05-04-129-007 (AFFECTS LOT 77)

$134.33 as to 05-04-129-008 (AFFECTS LOT 78)

$134.33 as to 05-04-129-009 (AFFECTS LOT 79)

$134.33 as to 05-04-130-001 (AFFECTS LOT 80)

$134.33 as to 05-04-130-002 (AFFECTS LOT 81)

$134.33 as to 05-04-130-003 (AFFECTS LOT 82)

$134.33 as to 05-04-130-004 (AFFECTS LOT 83)

$00.00 as to 02-33-377-001 (AFFECTS LOT 84)

$134.33 as to 02-33-378-007 (AFFECTS LOT 85)

$00.00 as to 02-33-377-034 (AFFECTS LOT 86)

$00.00 as to 02-33-377-030 (AFFECTS LOT 87)

$00.00 as to 02-33-377-033 (AFFECTS PART OF LOT 88)

$00.00 as to 05-04-127-001 (AFFECTS PART OF LOT 88)

$00.00 as to 05-04-127-004 (AFFECTS LOT 89)

$00.00 as to 05-04-131-001 (AFFECTS LOT 90)

$74.64 as to 05-04-201-007 (AFFECTS LOT 91)

200700018952
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
06-18-2007 At 02:55 pm.
ORDINANCE 41.00
RHSP Surcharge 10.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2006- 1156

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT FOR KENDALLWOOD ESTATES

WHEREAS, it is in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Development Agreement pertaining to the development of the real estate described on Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Development Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, all the statutory procedures for the execution of said Development Agreement have been fully complied with; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the Mayor and City Clerk are herewith authorized and directed to execute, on behalf of the City, a Development Agreement concerning the development of the real estate described therein, a copy of which Development Agreement is attached hereto and made a part thereof.

Section 2: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

JAMES BOCK	Yes	JOSEPH BESCO	Yes
VALERIE BURD	Yes	PAUL JAMES	Yes
DEAN WOLFER	Yes	MARTY MUNNS	Yes
ROSE SPEARS	Yes	JASON LESLIE	Yes

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 21st day of September, A.D. 2006.

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 26th day of September, A.D. 2006.

ATTEST:

CITY CLERK

Prepared by:

John Justin Wyeth
City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

KENDALLWOOD ESTATES
DEVELOPMENT AGREEMENT

This Agreement is made and entered into this 20th day of September, 2006 by and between Kendall Land Development, LLC, an Illinois limited liability company (hereinafter referred to as "Kendall Land") and the United City of Yorkville, a municipal corporation (hereinafter referred to as "City") (collectively referred to as the "Parties") regarding the development of the real property located on the north side of Illinois Route 126 generally between Illinois Route 71 and Illinois Route 47 in Yorkville, Illinois (hereinafter referred to as "Kendallwood Estates").

RECITALS

WHEREAS, Kendall Land is the owner and developer of Kendallwood Estates; and

WHEREAS, Kendall Land has petitioned the City for final plat approval for Kendallwood Estates; and

WHEREAS, the City desires that Kendallwood Estates have access onto Route 126 through a parcel of property immediately to the south known as Woodstone Development (hereinafter referred to as "Woodstone") prior to the occupation of any dwelling units on Kendallwood Estates.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follow:

1. The recital paragraphs set forth above are hereby incorporated into and made a part of this Agreement.

2. The City will grant final plat approval for Kendallwood Estates prior to the construction of the access road across the Woodstone Development parcel.

3. Kendall Land shall work with the owner of the Woodstone Development parcel in order to obtain a temporary construction and emergency access easement off of Illinois Route 126. Said access shall be established to remain until such time as the permanent access is complete.

4. The City shall not issue any occupancy permits for any dwelling units constructed in Kendallwood Estates until the access road across the Woodstone Development is constructed, providing access from Kendallwood Estates to Illinois Route 126.

5. Kendall Land or any builders may construct model homes in Kendallwood Estates, and City shall issue permits for the occupancy of the model homes for the purpose of selling units and not for permanent occupancy.

WHEREFORE, this Agreement is executed on behalf of the City and Kendall Land by their duly authorized agents as of the day and year set forth above.

KENDALL LAND DEVELOPMENT, LLC

By: _____

Title: DIRECTOR

THE UNITED CITY OF YORKVILLE

By: _____

Attest: _____

10/16/07

200800003621
Filed for Record in
KENDALL COUNTY, ILLINOIS
RENNETTA S NICKELSON
02-13-2008 At 10:52 am.
EASEMENT 61.00
RHSF Surcharge 10.00

GRANT OF EASEMENT AGREEMENT FOR WATER MAIN, CONSTRUCTION, AND EMERGENCY ACCESS.

This Grant of Easement is made this 13 day of NOVEMBER, 2007, by Yorkville 126, LLC., an Illinois Limited Liability Company (hereinafter referred to as "**GRANTOR**") to The United City of Yorkvillle, an Illinois Municipal Corporation, (hereinafter referred to as "**CITY**") and Kendall Land Development LLC., an Illinois Limited Liability Company, (hereinafter referred to as "**GRANTEE**"). The GRANTOR, CITY, and GRANTEE are often referred to collectively as "Parties"

W I T N E S S E T H

WHEREAS, the GRANTOR is the owner in fee simple of a certain parcel of real estate, which is legally described on "Exhibit A" attached hereto and made a part hereof (hereinafter described as the "GRANTOR PROPERTY"); and

WHEREAS, the GRANTEE is the owner in fee simple of a certain parcel of real estate known as the Kendallwood Estates Subdivision which is legally described on "Exhibit B" attached hereto and made a part hereof (hereinafter described as the "GRANTEE PROPERTY"); and

WHEREAS, the GRANTEE PROPERTY and the GRANTOR PROPERTY are located North of Illinois Route 126 in Yorkville, Illinois, and are contiguous to one another.

WHEREAS, the GRANTOR wishes to grant to GRANTEE and the CITY for ingress and egress over, upon and across a certain portion of the GRANTOR PROPERTY a temporary non-

exclusive emergency access easement legally described on "Exhibit C" attached hereto and made a part hereof (hereinafter described as the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES"); and.

WHEREAS, the GRANTOR also wishes to grant to GRANTEE a Permanent utility easement upon that portion of the GRANTOR PROPERTY legally described on "Exhibit C" to provide for the installation and maintenance of a 12" and an 8" water main.

WHEREAS, the parties wish to make certain agreements regarding such easements.

NOW, THEREFORE, in consideration of the payment of the non-refundable sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Recitals Incorporated

1. The foregoing recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set forth herein.

Grant of Easements

2. (A) The GRANTOR hereby grants to the CITY and GRANTEE and their successors and assigns, as an easement appurtenant to the GRANTEE PROPERTY, a non-exclusive temporary emergency service access for ingress and egress over, upon and across the portion of the GRANTOR PROPERTY, identified as the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, and legally described and depicted on Exhibit "C" attached hereto, belonging to the GRANTOR PROPERTY. GRANTOR further grants to GRANTEE at GRANTEE'S sole expense the right to construct a temporary emergency access drive within said TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, as well as to construct and install the water mains described in subsection (C) below.

(B) The TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES shall serve to provide a means of access for emergency equipment and emergency personnel to and from the GRANTEE PROPERTY to Illinois Route 126.

(C) The GRANTOR hereby grants to the CITY and GRANTEE and their successors and assigns, as an easement appurtenant to the GRANTEE PROPERTY, a non-exclusive permanent utility easement to provide for the installation and maintenance of an 8" and a 12" water main over, upon, along, under, through, and across the portions of the GRANTOR PROPERTY as identified as the PERMANENT EASEMENT PREMISES, and legally described and depicted on Exhibit "C" attached hereto, belonging to the GRANTOR PROPERTY. GRANTOR retains the right to tap into the water mains at a location or locations of its choosing on the GRANTOR PROPERTY.

(D) Upon GRANTOR obtaining its first building permit from the City of Yorkville for the GRANTOR PROPERTY, GRANTOR shall reimburse GRANTEE for a portion of GRANTEE'S costs incurred in extending and constructing the water mains through the GRANTOR PROPERTY which will serve to benefit the GRANTEE PROPERTY and the GRANTOR PROPERTY. Said reimbursement shall be the subject of a mutually acceptable recapture agreement entered into between the GRANTEE, GRANTOR and the CITY. If the GRANTOR does not obtain a building permit from the City of Yorkville within the term of the recapture agreement, then upon the expiration of a fifteen year period commencing with the date of this agreement, GRANTOR shall reimburse GRANTEE directly for it's proportionate share of water main improvements. The engineers estimated recapture costs for design, engineering, and construction and percentage allocation to each party for the water mains is attached hereto as Exhibit "D".

(E) The right is also granted to trim or remove any trees, shrubs or other plants on the PERMANENT EASEMENT PREMISES that interfere with the operation of the water mains. No permanent buildings shall be placed on the PERMANENT EASEMENT PREMISES, but same may be used for landscaping, recreational facilities, and other purposes that do not interfere with the aforesaid uses or rights.

(F) GRANTOR also hereby grants to the GRANTEE, its successors and assigns a temporary construction easement and an access easement over, upon, under, across, and through a parcel of real estate twenty-five (25) feet wide and located adjacent to the PERMANENT EASEMENT PREMISES and the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, legally described and depicted on Exhibit "C" attached hereto for the purpose of constructing and installing water mains and related facilities, all upon the terms and conditions set forth herein, hereinafter "TEMPORARY WATER MAIN CONSTRUCTION EASEMENT". The TEMPORARY WATER MAIN CONSTRUCTION EASEMENT PREMISES shall automatically terminate and be of no further force and effect on the second anniversary of the date this Agreement is recorded.

(G) The GRANTEE shall have the perpetual right, privilege, and authority to access, survey, construct, reconstruct, test repair, inspect, maintain, renew, operate, and patrol the water mains, together with any and all necessary connections, appliances, appurtenances, hydrants and other structures related to the water mains as may be deemed necessary by said GRANTEE, over upon, under through the PERMANENT EASEMENT PREMISES, for the purpose of serving the Kendall Wood Estates, together with the right of access along Route 126 for necessary men and equipment to do any of the above work. GRANTEE shall conduct such work in a manner that does not interfere with or diminish the utility service to the GRANTOR during the GRANTOR'S business hours and in a manner that does not interfere with the conduct of business on the GRANTOR PROPERTY; and if the watermain is being relocated, then the GRANTOR and GRANTEE shall coordinate such interruption to eliminate any detrimental effects. Any party undertaking such work shall notify the other parties to this Agreement at least ten (10) days prior

to starting such work.

(H) The above notwithstanding, GRANTEE, or its designees, shall, upon the completion of any work authorized by this grant, restore the TEMPORARY WATER MAIN EASEMENT PREMISES and PERMANENT EASEMENT PREMISES to the same surface condition that existed prior to the beginning of the work.

Termination of Temporary Emergency Access Easement

3. If GRANTOR chooses in its sole discretion to construct a public road on the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, the rights granted in the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES created herein shall terminate immediately upon completion of construction and acceptance by the CITY of the public road.

Limitations On Use of the Easements

4. Other than the construction of a temporary gravel or binder course emergency access driveway, and the aforesaid 8" and 12" water mains for the purposes stated in paragraph two (2) of this Agreement, no structure or obstruction of a permanent nature shall be installed or constructed by GRANTEE over, under or through the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES or the PERMANENT EASEMENT PREMISES.

5. GRANTEE agrees that all work performed in constructing the temporary access upon the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES and the water mains upon the PERMANENT EASEMENT PREMISES shall be in accordance with plans, design, and specifications approved by the CITY and GRANTOR.

6. GRANTOR, CITY, and GRANTEE hereby acknowledge and agree that emergency vehicles, emergency equipment and emergency workers shall have unobstructed access between Illinois Route 126 and the GRANTEE PROPERTY upon the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES. GRANTOR reserves the right to erect such barriers as may be approved by the CITY to insure that the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES is used only by emergency vehicles and workers. GRANTEE agrees that if CITY requires GRANTEE'S contractors or agents to use the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES as a construction access and said contractors or agents use the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES as a construction access prior to GRANTOR granting permission to GRANTEE to use the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES as a construction access, GRANTEE shall then pay GRANTOR $10,000, and GRANTOR shall immediately grant GRANTEE, its agents and contractors construction access over the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES. Further, GRANTEE agrees to include in its contracts with its contractors and subcontractors a provision prohibiting the contractors and subcontractors from using the TEMPORARY EMERGENCY ACCESS EASEMENT

PREMISES as a construction access and shall also post signs containing such prohibition. If GRANTEE'S contractors or agents use the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES as a construction access of their own volition, GRANTOR shall notify GRANTEE and GRANTEE agrees to cure such default within five (5) days. If GRANTEE'S contractors or agents continue to use the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES as a construction access the GRANTEE shall pay GRANTOR $10,000 within ten (10) days following demand from GRANTOR.

Maintenance of Easement

7. GRANTEE, its successors or assigns shall be solely responsible to maintain the access drive located upon the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES until such time as the GRANTOR commences development of the GRANTOR PROPERTY. Thereafter, GRANTOR shall reimburse GRANTEE for 50% of the obligation to maintain the TEMPORARY ACCESS EASEMENT PREMISES unless a public street has been constructed upon said TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, and has been dedicated to the CITY. GRANTOR shall have the right to audit GRANTEE'S books relating to such maintenance for which GRANTEE is requesting reimbursement from GRANTOR.

8. All maintenance and repair of the PERMANENT EASEMENT PREMISES and TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES shall be made so as to interfere as little as practicable with the GRANTOR PROPERTY and the rights granted to the GRANTEE pursuant to this Agreement and with the operations of GRANTEE or GRANTEE'S employees, agents, tenants, invitees or licensees.

Covenants Running With The Land

9. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Successor Owners

10. Whenever a transfer of ownership of either GRANTOR PROPERTY or GRANTEE PROPERTY occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the property or portion thereof being transferred with the exception that no obligation created pursuant to this Agreement shall apply to individual lot purchasers in the Kendallwood Estates Subdivision, so long as GRANTEE remains the owner of more than

twenty-five percent (25%) of the GRANTEE PROPERTY. Once GRANTEE has sold twenty-five percent (75%) or more of the GRANTEE PROPERTY, or if GRANTEE sells the GRANTEE PROPERTY as a whole parcel, GRANTEE shall be required to post its maintenance bond with the CITY to cover the cost of maintaining the PERMANENT EASEMENT PREMISES and TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES.

Appurtenance

11. All easements granted pursuant to the terms of this Agreement are and shall be appurtenant to the GRANTEE PROPERTY which benefits from such easement. The rights granted under this Agreement to the PERMANENT EASEMENT PREMISES and TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES may not be divided or separated from the ownership of the GRANTEE PROPERTY to which the easements are appurtenant.

Rule of Strict Construction

12. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a usable right of enjoyment of the CITY, GRANTOR and GRANTEE.

Effective Upon Execution

13. This Agreement shall be in full force and effect upon execution thereof by all Parties hereof.

Amendments

14. No amendment to this Agreement shall be valid and effective unless signed by all parties to the Agreement.

Conflict of Law

15. This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to its conflict of law provisions.

Constructive Notice

16. Every person now or hereafter owning or acquiring any right, title, or interest in or to any portion of the GRANTOR PROPERTY or GRANTEE PROPERTY is and shall be conclusively deemed to have consented and agreed to every condition, and restriction contained herein, by reference or otherwise, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the GRANTOR PROPERTY and/or

GRANTEE PROPERTY.

Hold Harmless

17. GRANTEE shall defend and hold GRANTOR harmless from any and all liability or damages directly or indirectly related to GRANTEE'S work within the PERMANENT EASEMENT PREMISES, the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, or the TEMPORARY CONSTRUCTION EASEMENT PREMISES, except for damages caused when GRANTOR is solely at fault. GRANTEE shall not allow any liens or any other charges to be assessed against any of the PERMANENT EASEMENT PREMISES, the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, or the TEMPORARY CONSTRUCTION EASEMENT PREMISES or the GRANTOR PROPERTY and if any of the PERMANENT EASEMENT PREMISES, the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, or the TEMPORARY CONSTRUCTION EASEMENT PREMISES or the GRANTOR PARCEL becomes subject to any such lien, GRANTEE shall promptly cause such lien to be released and discharged of record or bonded. Prior to entry upon the PERMANENT EASEMENT PREMISES, the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, or the TEMPORARY CONSTRUCTION EASEMENT PREMISES GRANTEE will provide a certificate of insurance to the GRANTOR evidencing that GRANTEE has liability insurance of at least $2,000,000.00 naming GRANTOR as an additional insured and covering this indemnity and any personal injury or property damage which may occur on the PERMANENT EASEMENT PREMISES, the TEMPORARY EMERGENCY ACCESS EASEMENT PREMISES, or the TEMPORARY CONSTRUCTION EASEMENT PREMISES as a result of the presence of the GRANTEE, its contractors, employees, or its agents.

Notices

18. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, to the following addresses:

If to GRANTOR: Naperville 126 LLC
C/O Shepherd Group LLC
500 E. Ogden Avenue, Suite 204
Naperville, IL. 60563

with a copy to: Thomas Cahill., Esq.
1155 S. Washington Street, Suite 106
Naperville, IL. 60540

If to GRANTEE: Kendall Land Development, LLC.

90 Ashkirk Court
Inverness, IL. 60010

with a copy to: John F. Philipchuck, Esq.
Dommermuth, Brestal, Cobine & West Ltd.
123 Water Street
Naperville, IL. 60540

If to CITY Mike Roth, City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL. 60560

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

GRANTOR: YORKVILLE 126, LLC.
An Illinois Limited Liability Company

By: _____
Manager

STATE OF ILLINOIS)
)SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Sakelaris, personally known to me to be the Manager of Yorkville 126 LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as the Manager he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of October, 2007.

NOTARY PUBLIC
Thomas B Cahill

"OFFICIAL SEAL"
Thomas B. Cahill
Notary Public, State of Illinois
My Commission Expires 12/06/07

GRANTEE: KENDALL LAND DEVELOPMENT LLC.
An Illinois Limited Liability Company

By: _____
Manager

STATE OF ILLINOIS)
)SS.
COUNTY OF Dupage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANUSZ TOMASIK, personally known to me to be the Manager of Kendall Land LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as the Manager he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of October, 2007.

NOTARY PUBLIC
_____

OFFICIAL SEAL
THERESA H PANICK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/18/09

CONSENTED TO BY: THE UNITED CITY OF YORKVILLE.

An Illinois Municipal Corporation

By: Valerie Burd
Mayor

By: Tina Pickering
DEPUTY **City Clerk**

This instrument was prepared and
after recording return to:
Vincent M. Rosanova
Dommermuth, Brestal, Cobine & West, Ltd.
123 Water Street
Naperville, IL 60540

132343/1

60068/1

LIST OF EXHIBITS

Exhibit A: Legal Description of the GRANTOR PROPERTY

Exhibit B: Legal Description of the GRANTEE PROPERTY

Exhibit C: Legal Description of the EASEMENTS

Temporary Emergency Access Easement
Permanent Easement for Water Main
Temporary Construction for Water Main & Emergency Access Road

Exhibit D: Engineers Opinion of Probable Cost for Water Main Improvements

EXHIBIT "A"

WOODSTOCK PER DEED

Requested By: SEC 08/28/2006

-060660.02
-050529.02

That part of the North half of Section 4, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of the Northwest quarter of said Section 1078.6 feet South of the Northeast corner of said Northwest quarter being on the center line of an abandoned road; thence South 43° 23' East 4.2 feet for a place of beginning; thence North 43° 23' West along the center line of said road 1161.4 feet; thence North 68° 39½' West along the center line of said road 421.3 feet; thence South 21' West 386.3 feet; thence North 89° 56' West 206.9 feet to the center line of Illinois Route 126; thence South 57° 26' East along the center line o said Route 126 to a point in a line drawn South 1° 7' West from the point of beginning; thence North 1° 7' East to the point of beginning (except that part conveyed to Fox and Illinois Union Railroad Company by deed dated September 13, 1911 and recorded February 28, 1912 in Deed Record 66, page 295) in the Township of Kendall, Kendall County, Illinois.

EXHBIT "B"

KENDALLWOOD LEGAL DESCRIPTION FOR PLAT OF SUBDIVISION:

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01 DEGREES 11 MINUTES 39 SECONDS WEST, 1356.81 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN A QUIT CLAIM DEED FROM PALOS BANK AND TRUST COMPANY, TRUST NO. 1-1620 TO BRUCE O. AND VIRGINIA J. BUHRMASTER, HIS WIFE, RECORDED AS DOCUMENT NO. 83-5890 ON DECEMBER 23, 1983 ; THENCE NORTH 88 DEGREES 48 MINUTES 03 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 45.21 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 01 DEGREES 11 MINUTES 45 SECONDS WEST ALONG SAID EAST LINE, 937.62 FEET; THENCE NORTH 85 DEGREES 17 MINUTES 22 SECONDS WEST, 291.34 FEET; THENCE NORTH 04 DEGREES 42 MINUTES 22 SECONDS EAST, 326.86 FEET TO THE CENTER LINE OF VAN EMMON ROAD; THENCE NORTH 85 DEGREES 17 MINUTES 09 SECONDS WEST, ALONG SAID CENTER LINE, 66.00 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 22 SECONDS WEST, 308.01 FEET; THENCE NORTH 85 DEGREES 16 MINUTES 54 SECONDS WEST. 257.22 FEET TO THE FORMER EASTERLY RIGHT OF WAY LINE OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 05 DEGREES 47 MINUTES 04 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1211.70 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,017.52 FEET, AN ARC LENGTH OF 309.01 FEET; THENCE SOUTH 11 DEGREES 36 MINUTES 56 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 113.42 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 920.47 FEET, AN ARC LENGTH OF 568.41 FEET; THENCE SOUTH 23 DEGREES 45 MINUTES 47 SECONDS WEST ALONG SAID

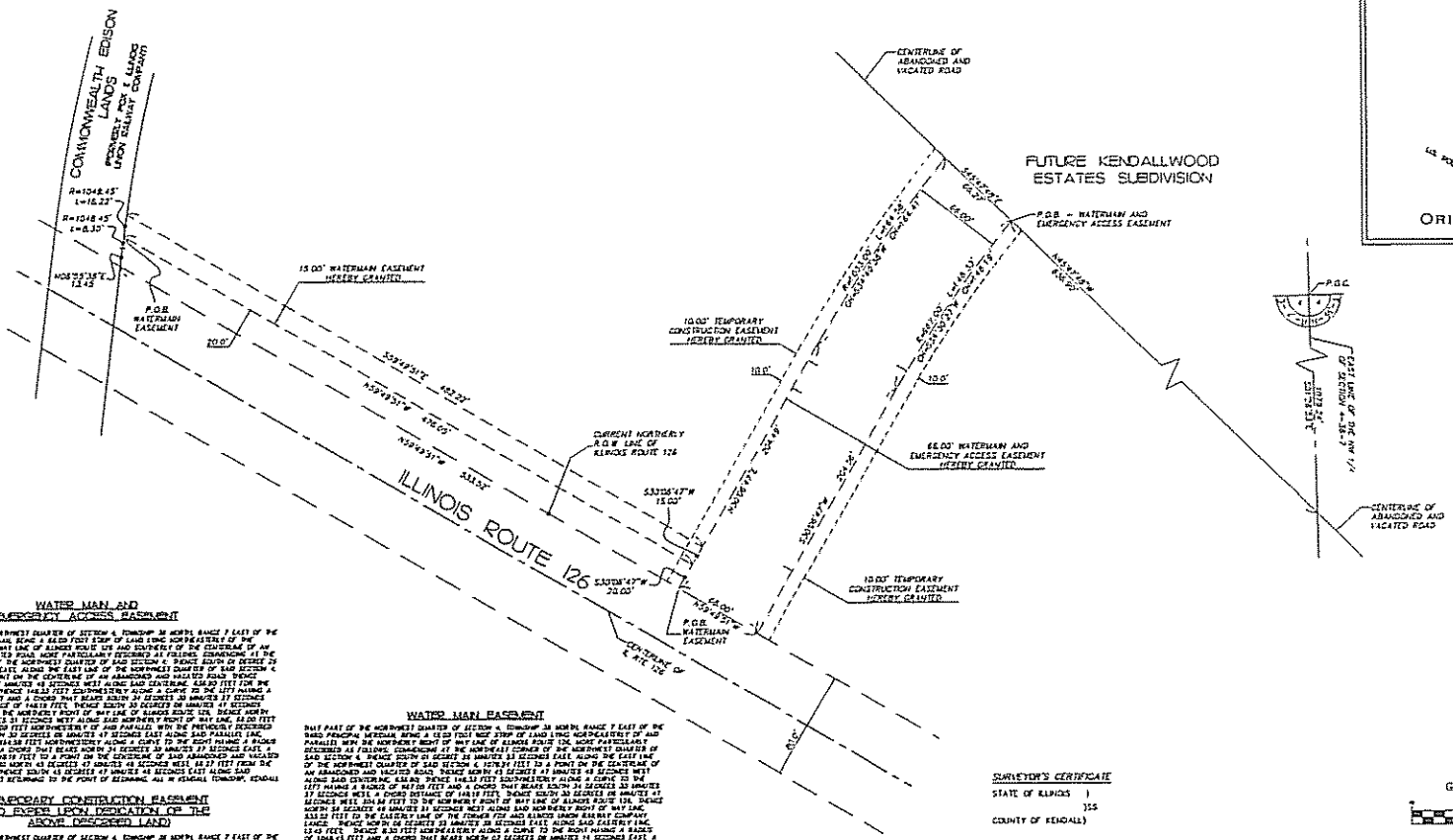
EASTERLY RIGHT OF WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 447.21 FEET TO THE CENTER LINE OF AN ABANDONED AND VACATED ROAD; THENCE SOUTH 71 DEGREES 03 MINUTES 22 SECONDS EAST ALONG SAID CENTER LINE, 141.15 FEET; THENCE SOUTH 45 DEGREES 47 MINUTES 48 SECONDS EAST ALONG SAID CENTER LINE, 1,158.35 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 26 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE 1,079.24 FEET TO THE POINT OF BEGINNING, AND THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 4, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 01 DEGREES 26 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1079.24 FEET TO A POINT ON THE CENTER LINE OF AN ABANDONED AND VACATED ROAD FOR THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG SAID CENTER LINE, 179.12 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 58 SECONDS EAST, 181.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE SOUTH 59 DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 82.07 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 58 SECONDS WEST, 273.96 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 48 SECONDS WEST, PARALLEL WITH THE CENTER LINE OF SAID ABANDONED AND VACATED ROAD, 279.47 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 01 DEGREES 26 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, 121.62 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

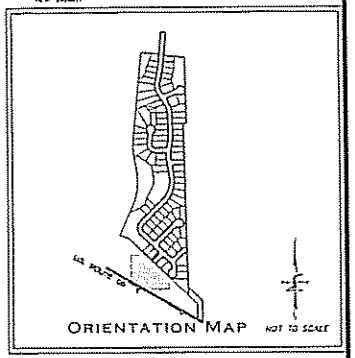
EXHIBIT "C"

GRANT OF EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 36 NORTH, RANGE 7 EAST
KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

SEC GROUP, INC.
Smith Engineering Consultants • SEC Automation • SEC Planning





WATER MAIN AND EMERGENCY ACCESS EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 66.00 FOOT STRIP OF LAND LYING NORTHEASTERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126 AND SOUTHERLY OF THE CENTERLINE OF AN ABANDONED AND VACATED ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREE 29 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, 1278.24 FEET TO A POINT ON THE CENTERLINE OF AN ABANDONED AND VACATED ROAD; THENCE NORTH 65 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG SAID CENTERLINE, 636.80 FEET FOR THE POINT OF BEGINNING; THENCE 144.55 FEET SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 947.00 FEET AND A CHORD THAT BEARS SOUTH 34 DEGREES 38 MINUTES 37 SECONDS WEST, A CHORD DISTANCE OF 144.41 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES 37 SECONDS WEST, 204.36 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 126; THENCE NORTH 33 DEGREES 49 MINUTES 31 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 66.00 FEET TO A LINE THAT IS 66.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTH 29 DEGREES 49 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE, 204.48 FEET; THENCE 144.38 FEET NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1013.00 FEET AND A CHORD THAT BEARS NORTH 34 DEGREES 38 MINUTES 37 SECONDS EAST, A CHORD DISTANCE OF 144.26 FEET TO A POINT ON THE CENTERLINE OF SAID ABANDONED AND VACATED ROAD; SAID POINT BEING NORTH 65 DEGREES 47 MINUTES 48 SECONDS WEST, 68.27 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 65 DEGREES 47 MINUTES 48 SECONDS EAST ALONG SAID CENTERLINE, 68.27 FEET RETURNING TO THE POINT OF BEGINNING, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT (TO EXPIRE UPON DEDICATION OF THE ABOVE DESCRIBED LAND)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 10.00 FOOT STRIP OF LAND LYING NORTHWESTERLY OF AND ADJACENT TO THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED WATER MAIN EASEMENT TRACT AND A 10.00 FOOT STRIP OF LAND LYING SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED WATER MAIN EASEMENT TRACT, BOTH LINES BEING EXTENSIONS OF THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126 AND SOUTHERLY OF THE CENTERLINE OF AN ABANDONED ROAD, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WATER MAIN EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 15.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREE 29 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, 1278.24 FEET TO A POINT ON THE CENTERLINE OF AN ABANDONED AND VACATED ROAD; THENCE NORTH 65 DEGREES 47 MINUTES 48 SECONDS WEST ALONG SAID CENTERLINE, 636.80 FEET; THENCE 144.55 FEET SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 947.00 FEET AND A CHORD THAT BEARS SOUTH 34 DEGREES 38 MINUTES 37 SECONDS WEST, A CHORD DISTANCE OF 144.41 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES 37 SECONDS WEST, 204.36 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126; THENCE NORTH 33 DEGREES 49 MINUTES 31 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 533.58 FEET TO THE EASTERLY LINE OF THE FORMER FOX AND ILLINOIS UNION RAILWAY COMPANY LANDS; THENCE NORTH 08 DEGREES 58 MINUTES 38 SECONDS EAST ALONG SAID EASTERLY LINE, 12.45 FEET; THENCE 16.83 FEET NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1048.45 FEET AND A CHORD THAT BEARS NORTH 07 DEGREES 08 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 8.83 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) THE NORTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 126, FOR THE POINT OF BEGINNING; THENCE 16.83 FEET, CONTINUING NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, WITH A CHORD THAT BEARS NORTH 07 DEGREES 49 MINUTES 26 SECONDS EAST, A CHORD DISTANCE OF 16.83 FEET; THENCE SOUTH 33 DEGREES 49 MINUTES 31 SECONDS EAST PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 126, 482.29 FEET; THENCE SOUTH 33 DEGREES 06 MINUTES 47 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) THE NORTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTH 56 DEGREES 49 MINUTES 31 SECONDS WEST, ALONG SAID PARALLEL LINE, 478.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

NOTES:
* This map was created for use as a Plat of Easement. This map is not to be used for any construction or staking purposes without consent from a proper agent of Smith Engineering Consultants, Inc.
* This is not a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
* No underground improvements have been located unless shown and noted.
* No distance should be assumed by scaling.
* This map is void without original embossed or red colored seal and signature affixed.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, Craig L. Duy, Illinois Professional Land Surveyor Number 3359, do hereby certify that the Grant of Easement hereon drawn was prepared using previous survey information and maps, plats and other instruments of record for the uses and purposes herein set forth, of the hereon described property.

Dated at Yorkville, Kendall County Illinois _____ A.D. 2007.

_____
Illinois Professional Land Surveyor No. 3359
License expiration date : 11/30/2008

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

KENDALLWOOD ESTATES
YORKVILLE, ILLINOIS
GRANT OF EASEMENT
ILLINOIS ROUTE 126

REVISIONS			DWN BY:	INT:	DATE:	PROJECT NO.
1	03	8.29.07	NJD		10/20/06	KEKI-050191.03
2	03	9.26.07	SSH BY:	INT:	HORIZ SCALE:	SHEET NO.
3	03	10.23.07	-		1"=40'	
4			CHK BY:	INT:	VERT SCALE:	1
5			CLD		-	

WATER MAIN AND
EMERGENCY ACCESS EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 66.00 FOOT STRIP OF LAND LYING NORTHEASTERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126 AND SOUTHERLY OF THE CENTERLINE OF AN ABANDONED AND VACATED ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 01 DEGREE 26 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, 1079.24 FEET TO A POINT ON THE CENTERLINE OF AN ABANDONED AND VACATED ROAD; THENCE NORTH 45 DEGREES 47 MINUTES 48 SECONDS WEST ALONG SAID CENTERLINE, 636.90 FEET FOR THE POINT OF BEGINNING; THENCE 148.33 FEET SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 967.00 FEET AND A CHORD THAT BEARS SOUTH 34 DEGREES 30 MINUTES 27 SECONDS WEST, A CHORD DISTANCE OF 148.19 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 47 SECONDS WEST, 204.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126; THENCE NORTH 59 DEGREES 49 MINUTES 51 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 66.00 FEET TO A LINE THAT IS 66.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE PREVIOUSLY DESCRIBED COURSE; THENCE NORTH 30 DEGREES 06 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 204.49 FEET; THENCE 164.58 FEET NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1033.00 FEET AND A CHORD THAT BEARS NORTH 34 DEGREES 30 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 148.19 FEET TO A POINT ON THE CENTERLINE OF SAID ABANDONED AND VACATED ROAD, SAID POINT BEING NORTH 45 DEGREES 47 MINUTES 48 SECONDS WEST, 66.27 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 47 MINUTES 48 SECONDS EAST ALONG SAID CENTERLINE, 66.27 FEET RETURNING TO THE POINT OF BEGINNING, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT
(TO EXPIRE UPON DEDICATION OF THE
ABOVE DESCRIBED LAND)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 10.00 FOOT STRIP OF LAND LYING NORTHWESTERLY OF AND ADJACENT TO THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED WATER MAIN EASEMENT TRACT, AND A 10.00 FOOT STRIP OF LAND LYING SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED WATER MAIN EASEMENT TRACT, BOTH LYING NORTHEASTERLY OF THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126 AND SOUTHERLY OF THE CENTERLINE OF AN ABANDONED AND VACATED ROAD, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WATER MAIN EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 15 00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 01 DEGREE 26 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, 1079 24 FEET TO A POINT ON THE CENTERLINE OF AN ABANDONED AND VACATED ROAD; THENCE NORTH 45 DEGREES 47 MINUTES 48 SECONDS WEST ALONG SAID CENTERLINE, 636 90; THENCE 148 33 FEET SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 967.00 FEET AND A CHORD THAT BEARS SOUTH 34 DEGREES 30 MINUTES 27 SECONDS WEST, A CHORD DISTANCE OF 148.19 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 47 SECONDS WEST, 204.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 126; THENCE NORTH 59 DEGREES 49 MINUTES 51 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 533 52 FEET TO THE EASTERLY LINE OF THE FORMER FOX AND ILLINOIS UNION RAILWAY COMPANY LANDS; THENCE NORTH 06 DEGREES 55 MINUTES 38 SECONDS EAST, ALONG SAID EASTERLY LINE, 13.45 FEET; THENCE 8.30 FEET NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1048.45 FEET AND A CHORD THAT BEARS NORTH 07 DEGREES 09 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 8.30 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20 00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) THE NORTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 126, FOR THE POINT OF BEGINNING; THENCE 16.22 FEET, CONTINUING NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, WITH A CHORD THAT BEARS NORTH 07 DEGREES 49 MINUTES 26 SECONDS EAST, A CHORD DISTANCE OF 16.22 FEET; THENCE SOUTH 59 DEGREES 49 MINUTES 51 SECONDS EAST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID ILLINOIS ROUTE 126, 482.22 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 47 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY THERETO) THE NORTHERLY RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 126; THENCE NORTH 59 DEGREES 49 MINUTES 51 SECONDS WEST, ALONG SAID PARALLEL LINE, 476.05 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXHIBIT "D"

SEC Group, Inc.

Smith Engineering Consultants ¤ SEC Automation ¤ SEC Planning

JOB NAME: OFF-SITE WATER MAIN ALONG ROUTE 126
LOCATION: YORKVILLE, ILLINOIS
SEC JOB NUMBER: KDLL-050191.04
PLAN DATE: 10/11/07
CALC BY: KJB
CHK BY: DWS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

1.0 EROSION CONTROL		UNITS	UNIT COST	QUANTITY	COST
1.01	Silt Filter Fence	lin. ft.	$ 2.50	6,820	$ 17,050.00
1.02	Furnish & Place Topsoil 6" (Disturbed Areas)	sq. yd.	$ 3.50	7,600	$ 26,600.00
1.03	Hydro-seeding & Erosion Control Blanket (Disturbed Areas)	sq. yd.	$ 2.25	7,600	$ 17,100.00
SUB-TOTAL					$ 60,750.00

2.0 PAVEMENT CONSTRUCTION		UNITS	UNIT COST	QUANTITY	COST
2.01	Pavement Removal & Replacement (Full Depth)	sq. yd.	$ 60.00	200	$ 12,000.00
2.02	Paved Ditch Removal and Replacement (As Required)	sq. yd.	$ 200.00	475	$ 95,000.00
SUB-TOTAL					$ 107,000.00

3.0 WATER MAIN CONSTRUCTION		UNITS	UNIT COST	QUANTITY	COST
3.01	Trench Backfill	cu. yd.	$ 22.00	250	$ 5,500.00
3.02	Water Main, 8"	lin. ft.	$ 28.00	3,425	$ 95,900.00
3.03	Water Main, 12"	lin. ft.	$ 45.00	2,966	$ 133,470.00
3.04	Fire Hydrants with Aux. Valve	each	$ 2,750.00	11	$ 30,250.00
3.05	8" Valve and Valve Box	each	$ 5,000.00	5	$ 25,000.00
3.06	12" Valve and Vault	each	$ 5,500.00	5	$ 27,500.00
3.07	Steel Casing Pipe with Spacers, 12" - Auger and Push	lin. ft.	$ 200.00	100	$ 20,000.00
3.08	Steel Casing Pipe with Spacers, 18" - Auger and Push	lin. ft.	$ 225.00	120	$ 27,000.00
3.09	Connection to Existing Watermain Stub (Low Pressure) - Proposed 8"	lump sum	$ 500.00	1	$ 500.00
3.10	Connection to Existing Watermain Stub (High Pressure) - Proposed 12"	lump sum	$ 2,000.00	1	$ 2,000.00
SUB-TOTAL					$ 367,120.00

4.0 MISCELLANEOUS IMPROVEMENTS		UNITS	UNIT COST	QUANTITY	COST
4.01	Traffic Control	lump sum	$ 12,000.00	1	$ 12,000.00
4.02	Tree Removal/Trimming/Pruning	lump sum	$ 25,000.00	1	$ 25,000.00
4.03	Power Pole Temporary Bracing	each	$ 1,500.00	8	$ 12,000.00
4.04	Power Pole Removal and Relocation	each	$ 6,000.00	3	$ 18,000.00
4.05	Roadway Sign Removal and Re-installation	each	$ 500.00	10	$ 5,000.00
SUB-TOTAL					$ 72,000.00

	SUMMARY OF PROBABLE COSTS	COST
1.0	EROSION CONTROL	$ 60,750.00
2.0	PAVEMENT CONSTRUCTION	$ 107,000.00
3.0	WATER MAIN CONSTRUCTION	$ 367,120.00
4.0	MISCELLANEOUS IMPROVEMENTS	$ 72,000.00
SUB-TOTAL		$ 606,870.00
15% CONTINGENCIES		$ 91,030.50
TOTAL COST		$ 697,900.50

NOTE:

This estimate is based off of the alignment as shown in the exhibit prepared on 10/11/07, titled "Kendallwood Estates Subdivision - Offsite Water Main Along Route 126" from Mill-Deer Street to eastern boundary of Kendallwood Estates Subdivision.

Vince M. Rosanova

Subject: FW: Route 126 WM Cost Sharing

Joe & Travis –

I'm sorry the Route 126 WM issue for Kendallwood Estates & Woodstone has been a bit slow developing. The overall Route 126 water main plan lacks detail, but can serve as a starting point for estimating a breakdown of costs. A more detailed plan is needed for the section shown and also for the Deer Street and Beaver Street sections discussed below.

The rationale for cost sharing is as follows:

- The 8-inch water main on Rte 126 should be funded fully by Kendallwood Estates because Woodstone has no need of the lower zone water main.
- The 12-inch high pressure main is needed by both developers, but the need for this main to be 12-inch rather than 8-inch is driven by the need for Woodstone to provide commercial fire flows of 3000 gpm rather than 1500 gpm (residential). Based upon the comparative needs, we believe a 66% Woodstone /34% Kendallwood cost sharing would be fair for cost related to the 12-inch main. Based upon SEC's September 27, 2207 Opinion of probable cost, we estimate Woodstone's share of the improvements along Rte 126 to be approximately $151,600. With the two mains running close together and parallel, both parties save money on the sharing of restoration costs.
- In addition, Woodstone should be responsible for the upsizing of the existing 8-inch water main from Deer St & Rte 126 to Badger & Beaver, a distance of approximately 1100 feet. At an estimated cost of $200 per foot for water main replacement and roadway/parkway restoration, the approximate cost for this work is $220,000. This work could be delayed until Woodstone chooses to proceed with development (pending City's approval).

In summary, we believe the approximate breakdown of costs would be:

Kendallwood Estates	$188,000
Woodstone	$151,600 + $220,000(later?) = $371,600

I suggest that this be a starting point for water main cost sharing discussions. The prices and quantities need to be refined through the preparation of detailed plans. The costs indicated above should be used for order of magnitude at this point, until detailed plans are available.

I will be out of the office on Monday and back on Tuesday if you wish to discuss this matter in greater detail.

Thank you,

Bill

William E. Dunn, P.E.
Senior Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Business (630) 466-9350
Fax (630) 466-9380
Direct (630) 466-6759
Cell (630) 649-3996
bdunn@eeiweb.com

LEGAL DESCRIPTION

NORTH PARCEL

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 46 MINUTES 03 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 33, 374.81 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, 794.66 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 34 SECONDS WEST, 329.70 FEET TO SAID EAST LINE; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE, 571.49 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE, 937.76 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 15 SECONDS WEST, 291.36 FEET; THENCE NORTH 07 DEGREES 05 MINUTES 45 SECONDS EAST, 326.86 FEET TO THE CENTER LINE OF VAN EMMON ROAD; THENCE NORTH 82 DEGREES 54 MINUTES 15 SECONDS WEST, ALONG SAID CENTER LINE, 66.00 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 45 SECONDS WEST, 308.00 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 15 SECONDS WEST. 257.22 FEET TO THE FORMER EASTERLY RIGHT OF WAY LINE OF THE FOX AND ILLINOIS UNION RAILWAY COMPANY; THENCE SOUTH 08 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 779.46 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 08 SECONDS EAST, 289.10 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 52 SECONDS WEST, 246.00 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 08 SECONDS EAST, 415.06 FEET TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

SOUTH PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, 1,356.81 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN A QUIT CLAIM DEED FROM PALOS BANK AND TRUST COMPANY, TRUST NO. 1-1620 TO BRUCE O. AND VIRGINIA J. BUHRMASTER, HIS WIFE, RECORDED AS DOCUMENT NO. 83-5890 ON DECEMBER 23, 1983 WHICH IS 45.43 FEET WESTERLY, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST ALONG SAID SOUTH LINE 45.43 FEET TO SAID SOUTHWEST CORNER; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE, 352.40 FEET TO AN OLD CLAIM LINE; THENCE NORTH 01 DEGREES 11 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE; 697.25 FEET; THENCE NORTH 76 DEGREES 52 MINUTES 34 SECONDS WEST, 130.50 FEET; THENCE NORTH 10 DEGREES 27 MINUTES 25 SECONDS EAST 202.21 FEET TO THE CENTER LINE OF VAN EMMON ROAD; THENCE NORTH 82 DEGREES 54 MINUTES 15 SECONDS WEST ALONG SAID CENTER LINE 540.48 FEET TO THE EAST LINE OF THE FORMER FOX AND ILLINOIS UNION RAILWAY COMPANY RIGHT-OF-WAY; THENCE SOUTHERLY ALONG SAID EAST LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 624.08 FEET AND A RADIAL BEARING OF SOUTH 70 DEGREES 33 MINUTES 18 SECONDS WEST FROM THE LAST DESCRIBED POINT, 300.91 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 1,228.82 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE BEING A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1,017.52 FEET, 309.01 FEET; THENCE SOUTH 09 DEGREES 13 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 113.40 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE BEING ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 920.47 FEET. 568.44 FEET; THENCE SOUTH 26 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 447.17 FEET TO THE CENTER LINE OF AN ABANDONED AND VACATED ROAD; THENCE SOUTH 68 DEGREES 40 MINUTES 20 SECONDS EAST ALONG SAID CENTER LINE, 141.24 FEET; THENCE SOUTH 43 DEGREES 23 MINUTES 20 SECONDS EAST ALONG SAID CENTER LINE, 1,158.07 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 57 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE 1,078.83 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM, SAID TRACT OF LAND DESCRIBED IN A QUIT CLAIM DEED FROM PALOS BANK AND TRUST COMPANY, TRUST NO. 1-1620 TO BRUCE O. AND VIRGINIA J. BUHRMASTER, HIS WIFE, RECORDED AS DOCUMENT NO. 83-5890 ON DECEMBER 23, 1983); AND ALSO THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 57 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1,078.83 FEET TO THE CENTER LINE OF AN ABANDONED AND VACATED ROAD; THENCE SOUTH 43 DEGREES 23 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE 179.20 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 43 DEGREES 23 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE, 99.85 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS EAST 121.26 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 07 MINUTES 00 SECONDS WEST, 320.90 FEET TO THE CENTER LINE OF ILLINOIS ROUTE NO. 126; THENCE NORTH 57 DEGREES 27 MINUTES 13 SECONDS WEST ALONG SAID CENTER LINE, 82.04 FEET TO A LINE DRAWN SOUTH 01 DEGREES 07 MINUTES 00 SECONDS WEST FROM POINT "A" AFORESAID; THENCE NORTH 01 DEGREES 07 MINUTES 00 SECONDS EAST, 228.06 FEET TO SAID POINT "A"; THENCE NORTH 43 DEGREES 23 MINUTES 50 SECONDS WEST ALONG THE CENTER LINE OF SAID ABANDONED AND VACATED ROAD, 179.20 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 57 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE, 121.61 FEET TO A LINE DRAWN NORTH 43 DEGREES 23 MINUTES 50 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 23 MINUTES 50 SECONDS EAST 279.54 FEET TO THE POINT OF BEGINNING ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

HRGreen
ILLINOIS DESIGN FIRM # 184.001322
2363 SEQUOIA DRIVE, SUITE 101
AURORA, ILLINOIS 60506
PHONE: 630.553.7560 | TOLL FREE: 800.728.7805
FAX: 630.553.7646 | HRGreen.com

COMP. FILE: 211034.01-Exhibit.dwg
PLOT FILE: STANDARD
VIEW: 12in-ONLY

KENDALLWOOD ESTATES SUBDIVISION

BENJAMIN STREET

SHUT DOWN EX. 8" VALVE FOR CONNECTION TO PROP. 12" PRV STATION

12" PRV UNDERGROUND STATION (BY EFI AND CITY SPECIFICATIONS)

WOODEN BRIDGE ROAD

EX. 66.0' R.O.W.

PROP. CUT IN 12X12X12 TEE

EXISTING 12" VALVE & VALVE VAULT RIM = 661.50

PROPOSED CONNECTION TO ON-SITE KENDALLWOOD ESTATES WATER MAIN

REMOVE EXISTING 8" VALVE & VALVE BOX RIM = 659.70

EXISTING "COMED" YBSD INTERCEPTOR

LIMITS OF WETLAND

EXISTING CREEK

EX. 50.0' COMED R.O.W.

FUTURE DEVELOPMENT

GRACE COMMUNITY CHURCH

ASSUMED FUTURE 20.0' R.O.W. DEDICATION

EXISTING CHURCH PARKING LOT

MILL STREET

PR. 15.0' EASEMENT.

EXISTING R.O.W.

ASSUMED FUTURE 20.0' R.O.W. DEDICATION

PR. 15.0' EASEMENT.

PR. 15.0' EASEMENT.

EROSION CONTROL FENCE (TYP.)

APPROXIMATE LIMITS OF WETLAND WITHIN EASEMENT AREA

EX. 15.0' EASEMENT.

FUT. 66.0' R.O.W.

EX. 66.0' EASEMENT

EX. 80.0' R.O.W.

ILLINOIS ROUTE 126

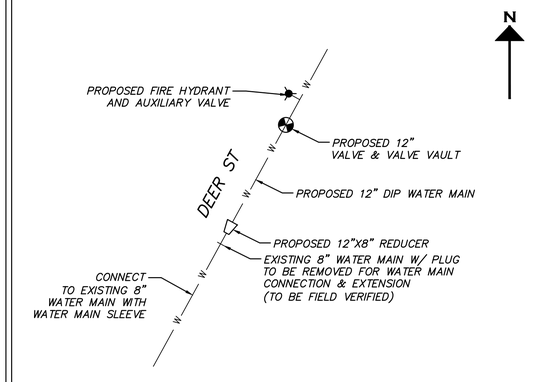
EX. 80.0' R.O.W.

COLONIAL PKWY

DEER STREET

APPROXIMATE LOCATION OF EXISTING 8" HIGH PRESSURE WATER MAIN. CONTRACTOR TO VERIFY EXACT LOCATION IN FIELD.

WATER MAIN CONNECTION DETAIL AT DEER STREET



UTILITY LEGEND

W — PROP. 12IN WATER MAIN (HIGH PRESSURE)

GRAPHIC SCALE

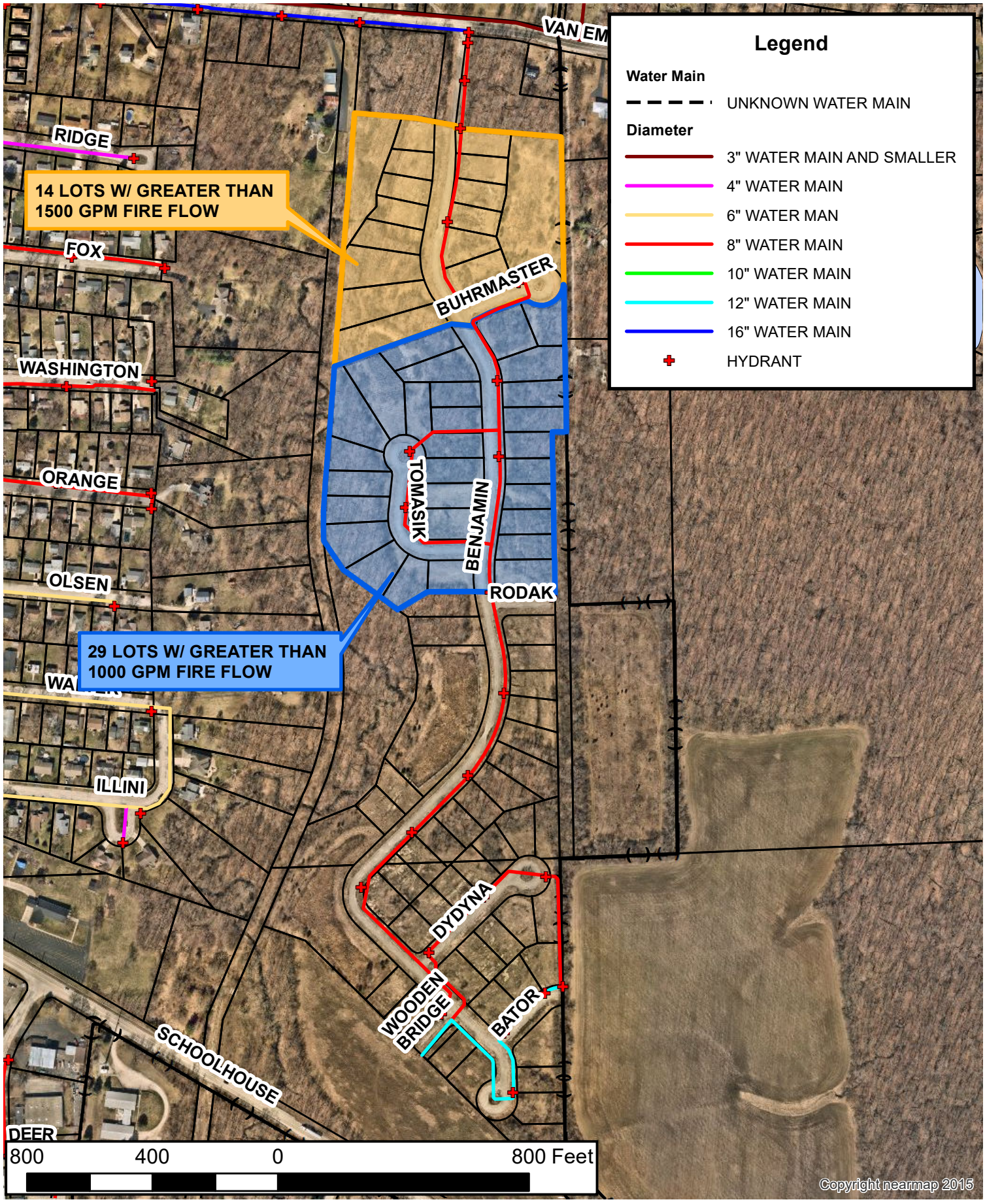
60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

CONCEPTUAL OFF-SITE WATER MAIN ALONG ILLINOIS ROUTE 126 YORKVILLE, ILLINOIS

12" HIGH PRESSURE WATER MAIN EXTENSION WITH 12" PRV STATION

REVISIONS		DWN BY:	INT:	DATE:	PROJECT NO.
1.		MPL		09/29/21	211034.01
2.		DSN BY:	INT:	HORIZ SCALE:	SHEET NO.
3.		DWS		1" = 60'	
4.		CHK BY:	INT:	VERT SCALE:	EX 01
5.		DWG		N/A	



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

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE: AUGUST 2021
PROJECT NO.: YO2130
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2021\
FILE: YO2130_ Kendall Wood Estates Fire Flow.MXD

KENDALLWOOD ESTATES
FIRE FLOW
LOCATION MAP

N

To: Ashley Rhea Shields

Re: Market analysis of a one acre site in the Yorkville area.

As per your request, I have researched land values in Yorkville and the surrounding area in order to determine the value of a one acre improved site (having utilities available at the street). I have cited four sales that are appropriate to this determination below.

	Address	Site Size	Date of sale	Sales Price	Price per acre
1)	459 Norway Cir., Yorkville	.72 acre	02/21/2019	$37,500	$52,083
2)	467 Norway Cir., Yorkville	.67 acre	02/21/2019	$37,500	$55,970
3)	102 Johanna Dr., Sandwich	.76 acre	11/27/2018	$42,500	$55,921
4)	328 Poplar Dr., Yorkville	.32 acre	05/14/2019	$25,000	$78,125

Sites utilized above were the best available in the area. Other sites in the area that were one acre and larger were unimproved, and thus not relevant to this analysis. No improved residential sites of one acre or more were noted. In reconciling the final value, greater weight is placed on sales 1 and 2, as they are the closest available to one acre sales in Yorkville.

My market analysis of a one acre improved site results in the following value conclusion:

$55,000

Respectfully submitted,

Steven P. Engel, SRA, AI-RRS
Engel Appraisals

Timber Ridge Estates (former Kendallwood Estates)

FEES PER UNIT

Proposed 5-Year Fee Lock

A paid receipt from the School District Office, 602-A Center Parkway Yorkville, must be presented to the City prior to issuance of permit $3,000

Ordinance 2002-04 amended amount to $3,000 per unit

Ordinance 2000-11 Section 4 states fee affects "any residential unit platted after the effective date of the original Ordinance assessing a school transition fee (Ord. 1993-24)

Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D. $1,400

United City of Yorkville Fees

1. Building Permit
   Cost $650 plus $0.20 per square foot $650 + $0.20(SF)
   Ordinance 2002-05 applies to any building activity
2. Water Connection Fees $5,554
   Ordinance 2017-52
3. Water Meter Cost $550
   Ordinance 1974-69 applies at time of installation
4. City Sewer Connection Fees $2,000
   Ordinance 1996-11 applies at time of connection
5. Water and Sewer Inspection Fee $25
   Resolution 1994-04 applies at time of building permit application
6. Public Walks/Driveway Inspection Fee $35
   Ordinance 2003-67 applies at time of building permit application
7. Development Fees N/A

   Note: Development Fees are not applicable due to property annexing prior to adoption of Ord. 1990-24 and subsequent amendments

   Ordinance 1990-24 establishes fees to be negotiated at the time of annexation

8. Land Cash Fees

	Apartment	Townhome	Duplex	Single Family
Park	N / A	N / A	N / A	$2,062.94
School	N / A	N / A	N / A	$3,286.58
Land-Cash Fees Total	$0.00	$0.00	$0.00	$5,349.52

   Note: Land Cash Valuation is $55,000/improved acre per development agreement

9. Road Contribution N/A

   Note: Road Contribution is not applicable due to property annexing prior to adoption of Resolution 2006-87

   Policy attached to Resolution 2006-87 states the fee is required in all annexation agreements - the annexation agreement was approved in September 1978 and prior to this resolution.

10. Weather Warning Siren Fee N/A

    Note: Weather Warning Siren Fee is not applicable due to property annexing prior to adoption of Resolution 02-36

    Policy attached to Resolution 2002-36 states the fee is required for all "future territory annexed" - the annexation was approved prior to 2002.

11. Plumbing Inspection Fee $135

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Economic Development Committee #2

Tracking Number

EDC 2021-45

Agenda Item Summary Memo

Title: 55 Riverside Street – 1.5 Mile Review WITHDRAWN

Meeting and Date: City Council – January 11, 2022

Synopsis: Summary of the 1.5 mile review for a requested rezone at 55 Riverside Street

Which has been withdrawn by the petitioner

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

_____

Submitted by: Jason Engberg, Senior Planner 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 J. Barksdale-Noble, Community Development Director
Date: January 6, 2022
Subject: **PZC 2021-08 55 Riverside Street 1.5 Mile Review (Rezone) WITHRDAWN**

SUMMARY:

Staff, the Economic Development Committee, and the Planning and Zoning Commission have completed a one-and-a-half-mile review of a rezoning request within Kendall County. The property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Brian Henrichs on behalf of Baka Properties, LLC, is requesting to rezone their property from the A-1 Agricultural District to R-3 One Family Residential District. The purpose of this request is to eventually subdivide the property and build two single-family dwelling units on the exiting 2.7-acre property. The property is generally located southeast of the Heartland Circle subdivision in Yorkville at the intersection of Tuma Road and Riverside Street.

While the Economic Development Committee and the Planning and Zoning Commission did not recommend against the rezoning, staff was informed on December 14, 2021 that the petitioner had withdrawn their application. At both meetings, a representative from the adjacent neighbors spoke against the rezoning of the property and provided a written statement which is attached to this memorandum.

Since the petitioner has withdrawn his application, there is no need for the City to review this request any further.

ATTACHMENTS

1. Application with Attachments
2. Written Objection

Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: December 1, 2021
Subject: **PZC 2021-08 55 Riverside Street 1.5 Mile Review (Rezone)**

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. The property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Brian Henrichs on behalf of Baka Properties, LLC, is requesting to rezone their property from the A-1 Agricultural District to R-3 One Family Residential District. The purpose of this request is to eventually subdivide the property and build two single-family dwelling units on the exiting 2.7-acre property. The property is generally located at the southeast of the Heartland Circle subdivision in Yorkville at the intersection of Tuma Road and Riverside Street.

PROJECT SUMMARY:

The petitioner is requesting to rezone their property from A-1 Agricultural District to R-3 One Family Residential District. As stated in the Kendall County Zoning Ordinance, properties zoned A-1 may construct a detached single-family home on properties greater than forty (40) acres. Since it is the petitioner's intention to build two (2) single-family detached residences on the property, they need to rezone the property to make it a conforming use. The R-3 One Family Residence District allows for detached single-family homes on a property no smaller than 45,000 square feet in size. The petitioner is planning on later subdividing the parcel into two separate properties which meet these criteria.

The property is located at the intersection of Tuma Road and Riverside Street. It is approximately eight hundred (800) feet from the current Yorkville Municipal Boundary which is the Heartland Circle residential subdivision. The property is currently surrounded by residential uses which are zoned either A-1 Agricultural District or R-3 One Family Residence District.

Location	Adjacent Land Use	Kendall County Zoning
North	Single-Family Home	A-1 and R-3
East	Single-Family Home	A-1
South	Single-Family Home	A-1
West	Single-Family Home	A-1

It should also be noted that many of the unincorporated properties along Tuma Road to the north of this property are also zoned R-3 One Family Residence District.

YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential. This future land use is intended to provide flexibility for residential design in areas of Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The most typical form of development within this land use will be detached single family homes on large lots.

The request to rezone this property from an agricultural district to a large lot residential district is in line with the City's future land use plans within the Comprehensive Plan. The County's R-3 District is similar to the City's E-1 Estate District which is designed to accommodate detached dwelling units on large lots (minimum of 1 acre). Therefore, even when this property is eventually divided into two lots, it will still be consistent with the City's long-term plans for the area.

STAFF COMMENTS

Staff has reviewed the request for rezoning and generally does not oppose the rezoning of this property. The one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and the County before their County public meetings. This review will also be brought to the City Council at the January 11, 2021 meeting. This item was delivered to the City on November 16, 2021. Staff is seeking feedback from members regarding the request.

ATTACHMENTS

1. Application with Attachments

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Room 203
Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 21-48
Brian Henrichs on Behalf of Baka Properties, LLC
Map Amendment Rezoning Property from A-1 to R-3

INTRODUCTION
The Petitioner is requesting a map amendment rezoning the subject property from A-1 Agricultural District to R-3 One Family Residential District.

The Petitioner plans to submit preliminary and final plats dividing the property into two (2) parcels in order to construct one (1) house on each new parcel.

The application materials are included as Attachment 1. The plat of survey is included as Attachment 2. The topographic survey of the property is included as Attachment 3. The aerial of the property is included as Attachment 4.

SITE INFORMATION

PETITIONER	Brian Henrichs on Behalf of Baka Properties, LLC
ADDRESS	55 Riverside Street, Yorkville (Lot 183 Fox River Gardens)
LOCATION	Intersection of Riverside Street and Yorkville Road

TOWNSHIP	Bristol
PARCEL #	02-34-130-004
LOT SIZE	2.7 +/- Acres

EXISTING LAND USE: Vacant (Former Horse Pasture Site)

ZONING: A-1 Agricultural District

LRMP

Current Land Use	Vacant (Former Horse Pasture Site)
Future Land Use	Suburban Residential (Max 1.00 Du/Acre) (County) Estate/Conservation Residential (Yorkville)
Roads	Riverside Street and Yorkville Road are Private Streets.
Trails	None
Floodplain/ Wetlands	There is floodplain on the property, see Attachments 5 and 6. There are no wetlands on the property.

REQUESTED ACTION: Map Amendment Rezoning Property from A-1 to R-1

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential	A-1 and R-3	Suburban Residential (Max 1.00 DU/Acre) (County) Estate/Conservation Residential (Yorkville)	A-1 SU and R-3 (County) R-2 and OS-2 (Yorkville)
South	Single-Family Residential	A-1	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1 and R-3
East	Single-Family Residential	A-1	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1 and R-2
West	Single-Family Residential	A-1	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1, R-1, R-2, and R-3

The A-1 special use to the north is for a campground (Hide-A-Way Lakes).

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCat submitted on November 10, 2021. Protected resources may be in the vicinity, but adverse impacts were unlikely and consultation was terminated (see Attachment 1, Page 7).

NATURAL RESOURCES INVENTORY

NRI application submitted on November 12, 2021 (see Attachment 1, Page 6).

ACTION SUMMARY

BRISTOL TOWNSHIP

Bristol Township was emailed information on November 16, 2021.

UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed information on November 16, 2021.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

The Bristol-Kendall Fire Protection District was emailed information on November 16, 2021.

GENERAL INFORMATION

The Petitioner desires to rezone the subject property in order to subdivide the property into (2) parcels and construct one (1) house on each of the two (2) new parcels created for a total of two (2) new houses.

Section 8:07.H of the Kendall County Zoning Ordinance does not allow properties larger than ten (10) acres in size to rezone to the R-3 One Family Residential District. The subject property is less than ten (10) acres in size.

The minimum lot size in the R-3 One Family Residential District is forty-five thousand (45,000) square feet.

BUILDING CODES

Any new homes or accessory structures would be required to meet applicable building codes.

According to the Plat of Survey (Attachment 2), there is one (1) existing steel and frame pole building and one (1) frame stable on the property.

UTILITIES

No public or private utilities are onsite. Electricity is at Yorkville Road and Riverside Street.

ACCESS

The property fronts Yorkville Road and Riverside Street, two (2) private roads.

PARKING AND INTERNAL TRAFFIC CIRCULATION

Any new driveways constructed would be for residential purposes. Any new driveways would have to meet applicable regulations and secure proper permits.

ODORS

No new odors are foreseen.

LIGHTING

Any new lighting would be for residential use only.

LANDSCAPING AND SCREENING

Any fencing, landscaping, or screening would be for residential purposes.

SIGNAGE

Any signage would be residential in nature.

NOISE CONTROL

No noise is anticipated.

STORMWATER
Any new homes would have to be constructed per Kendall County's Stormwater Management Ordinance.

FINDINGS OF FACT
§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics.* Staff has provided findings in **bold** below based on the recommendation:

Existing uses of property within the general area of the property in question. **The surrounding properties are used for used for single-family residential uses.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1 or R-3.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The property is presently zoned A-1. The property is less than forty (40) acres and does not qualify for any agricultural housing allocations. No new single-family homes can be constructed on the subject property without a map amendment.**

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. **The trend of development in the area is single-family residential uses found in rural settings with wooded lots.**

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The Future Land Use Map in the Land Resource Management Plan classifies this property as Suburban Residential. The maximum density for the Suburban Residential classification is one density unit per acre (1.00 DU/Acre). The minimum lot size for R-3 One Family Residential District zoned land is slightly over one (1) acre at forty-five thousand (45,000) square feet. Accordingly, the R-3 One Family Residential District is consistent with the Suburban Residential classification.**

RECOMMENDATION
Staff recommends approval of the proposed map amendment because the proposal is consistent with the Land Resource Management Plan.

ATTACHMENTS
1. Application Materials
2. Plat of Survey
3. Topographic Survey
4. Aerial
5. November 13, 2021, WBK Email
6. Approximate Floodplain Aerial

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME _____ **FILE #:** 21-48

NAME OF APPLICANT		
BRIAN HENRICHS		
CURRENT LANDOWNER/NAME(s)		
BRIAN AND KELLEY HENRICHS		
SITE INFORMATION		
ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
2.7 AC	YORKVILLE ROAD	02-34-130-004
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
AGRICULTURE	A-1	SUBURBAN RESIDENTIAL - MAX DENSITY 1.00 DU ACRES

REQUESTED ACTION (Check All That Apply):

___ SPECIAL USE	X MAP AMENDMENT (Rezone to R-3)	___ VARIANCE
___ ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT	___ RPD (___Concept; ___ Preliminary; ___ Final)	___ ADMINISTRATIVE APPEAL
___ PRELIMINARY PLAT	___ FINAL PLAT	___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (____ Major; ____ Minor)		

[1]PRIMARY CONTACT	**PRIMARY CONTACT MAILING ADDRESS**	**PRIMARY CONTACT EMAIL**
BRIAN HENRICHS	[redacted]	[redacted]
PRIMARY CONTACT PHONE #	**PRIMARY CONTACT FAX #**	**PRIMARY CONTACT OTHER #**(Cell, etc.)
[redacted]		
[2]ENGINEER CONTACT	**ENGINEER MAILING ADDRESS**	**ENGINEER EMAIL**
ENGINEER PHONE #	**ENGINEER FAX #**	**ENGINEER OTHER #** (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.

SIGNATURE OF APPLICANT [redacted] **DATE** 11/10/2021

FEE PAID:$ 500 CK
CHECK #: 1440

[1]*Primary Contact will receive all correspondence from County*
[2]*Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Last Revised:
12.15.20

Date Stamp Here If Checklist Is Complete

Please fill out the following findings of fact to the best of your capabilities. § 13:07.F of the Zoning Ordinance lists the Finding of Fact criteria the Zoning Board of Appeals must answer in order to make a recommendation to the County Board on any **map amendment** request. They are as follows:

Existing uses of property within the general area of the property in question.

RESIDENTIAL USE / SINGLE FAMILY

The Zoning classification of property within the general area of the property in question.

EXISTING ZONING IS A-1 WANT TO REZONE TO R-3 IN WHICH THE WHOLE NORTHERN PORTION OF THE SUBDIVISION IS ZONE R-3

The suitability of the property in question for the uses permitted under the existing zoning classification.

EXISTING USE IS A-1 WAS USED AS A HORSE PASTURE, HORSES ARE GONE NOW

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification.

THE WHOLE NORTHERN PORTION (75+ HOMES) ZONED R-3 AND WE MEET YOUR FUTURE ZONING

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

Legal Description

Lot 183 in Fox River Gardens in Bristol Township, Kendall County, Illinois

QUIT CLAIM DEED
(Illinois Statutory)

After Recording Mail To
Joshua A Nesser
Lavelle Law, Ltd
180 N LaSalle #2503
Chicago, IL 60601

Send Subsequent Tax Bills To
Baka Properties, LLC – Series 5
55 Riverside St
Yorkville, IL 60560

201600006850

DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 5/17/2016 9:05 AM
QCD: 49.00 RHSPS FEE: 10.00
PAGES: 2

THE GRANTORS, **BRIAN A HENRICHS AND KELLEY J HENRICHS**, husband and wife, as joint tenants, of 55 Riverside Street, City of Yorkville, County of Kendall, State of Illinois, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY and QUIT CLAIM to **BAKA PROPERTIES, LLC – SERIES 5**, an Illinois series limited liability company, all interest in the following described Real Estate situated in Kendall County, Illinois, to wit

Legal Description attached

Permanent Real Estate Index Number. 02-34-130-003
Address of Real Estate Vacant Lot 183, Yorkville Road, Yorkville, IL 60560

SUBJECT TO General real estate taxes not due and payable at the time of Closing, covenants, conditions and restrictions of record, and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate

TO HAVE AND TO HOLD said premises forever

[redacted]
Brian A. Henrichs

Dated this 22 day of April, 2016

[redacted]
Kelley J. Henrichs

Dated this 22 day of April, 2016

STATE OF ILLINOIS, COUNTY OF COOK, SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Brian A Henrichs and Kelley J Henrichs, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 22nd day of April, 2016

[redacted] (SEAL)
NOTARY PUBLIC

"OFFICIAL SEAL"
Matthew D. Baier
Notary Public, State of Illinois
My Commission Expires October 17, 2018

State of Illinois
DEPARTMENT OF REVENUE
STATEMENT OF EXEMPTION UNDER REAL ESTATE TRANSFER TAX ACT
I hereby declare that the attached deed represents a transaction exempt under provisions of paragraph e, Section 4, of the real Estate Transfer Tax Act Dated this 22nd day of April, 2016

[redacted]
Signature of Buyer-Seller or their Representative

Prepared by Lavelle Law, Ltd , 180 N LaSalle #2503, Chicago, IL 60601
S:\7751 8000\7795\001 Corp Formation\Quit Claim Deeds\QCD Lot 183 Baka 5.doc

LEGAL DESCRIPTION

LOT 183 IN FOX RIVER GARDENS IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

Kendall County Soil & Water Conservation District

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

www.kendallswcd.org

NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Brian Henrichs [redacted] **Contact Person:**

Address: [redacted]

City, State, Zip: [redacted]

Phone Number: [redacted] ( )

Email: [redacted]

Please select: How would you like to receive a copy of the NRI Report? ☒ Email ☐ Mail

Site Location & Proposed Use

Township Name BRISTOL Township 37N N, Range R7E E, Section(s) 34

Parcel Index Number(s) 02-34-130-004

Project or Subdivision Name FOX RIVER GARDENS Number of Acres 2.7

Current Use of Site FIELD Proposed Use RESIDENTIAL

Proposed Number of Lots 2 Proposed Number of Structures 4

Proposed Water Supply WELL Proposed type of Wastewater Treatment SEPTIC

Proposed type of Storm Water Management N/A

Type of Request

- ☐ Change in Zoning from A1 to R3
- ☐ Variance (Please describe fully on separate page)
- ☐ Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: KENDALL

In addition to this completed application form, please including the following to ensure proper processing:

- ☒ **Plat of Survey/Site Plan** – showing location, legal description and property measurements
- ☐ **Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
- ☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies
- ☒ **NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: $375.00 for five acres and under, plus $18.00 per acre for each additional acre or any fraction thereof over five.

Executive Summary Report: $300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under	$ 375.00
_____ Additional Acres at $18.00 each	$ 0
Total NRI Fee	$ 375.00

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

[redacted]

Petitioner or Authorized Agent 11/10/2021 **Date**

RECEIVED NOV 12 2021

BY: [redacted]

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI#_____ Date initially rec'd _____ Date all rec'd _____ Board Meeting _____

Fee Due $_____ Fee Paid $ _____ Check #_____ Over/Under Payment _____ Refund Due_____

Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Colleen Callahan, Director

November 10, 2021

Brian Henrichs
brian henrichs
[redacted]

RE: lot 183 fox river gardens subdivision
Project Number(s): 2206927 [001]
County: Kendall

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

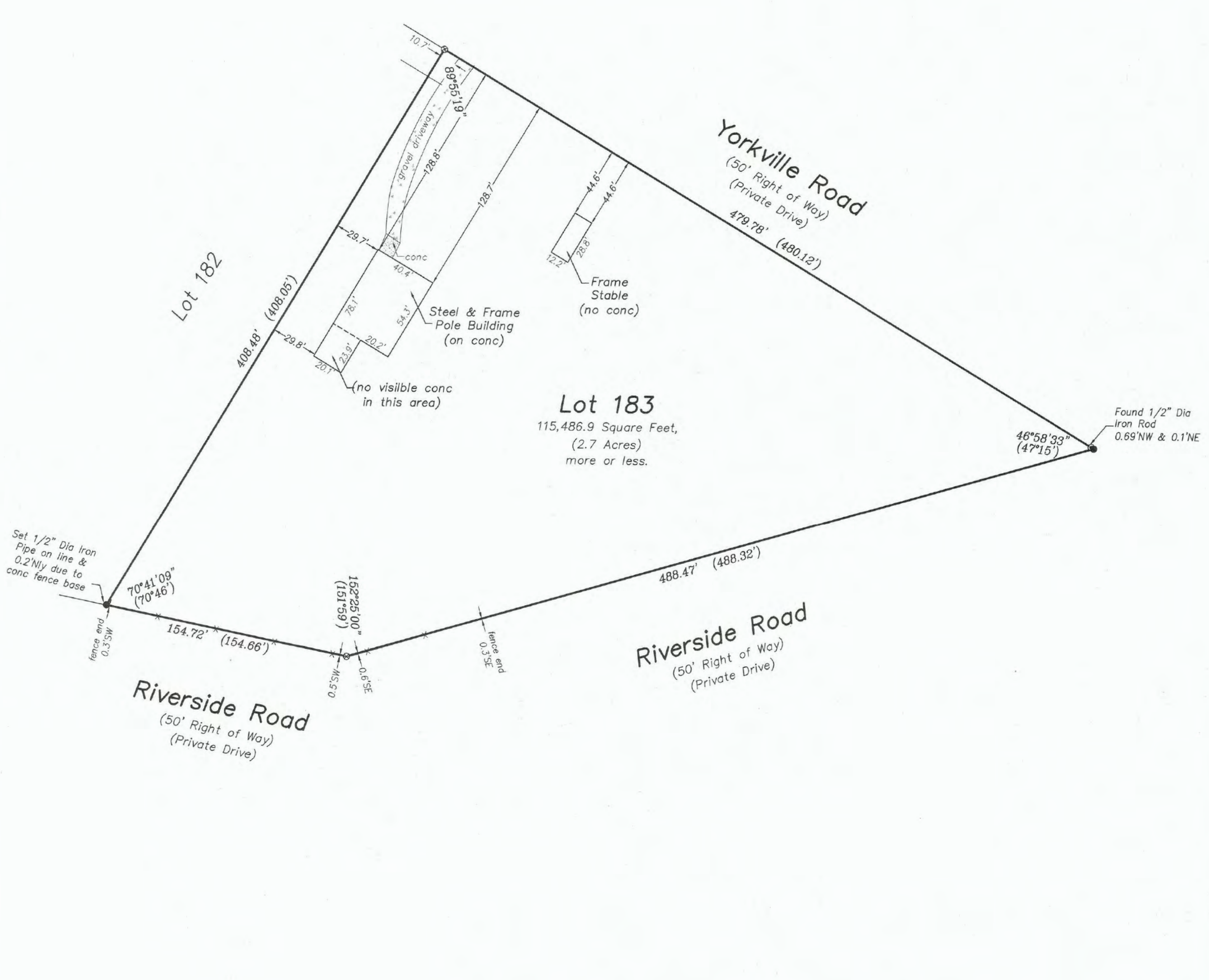
[redacted]

Kyle Burkwald
Division of Ecosystems and Environment
217-785-5500

PLAT OF SURVEY

LOT 183 IN FOX RIVER GARDENS, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 55 RIVERSIDE ROAD, YORKVILLE, ILLINOIS.



STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON NOVEMBER 03, 2021.

[redacted]

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

Scale: 1" = 50'

N
S

⊗=Found 1/2" Dia. Iron Pipe
●=Set Iron Pipe 1/2" Dia. x 24"
(XX.XX')= Record Distance
XX.XX'= Measured Distance
N= North E= East
S= South W= West
-X-X-X- = Fence
= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2022
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2022

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309 Fax: 630-892-5544

Survey is only valid if original seal is shown in red.

Client: BAKA Properties

Book #:	sheets	Drawn By: JLH.JJH	Plat #: 1751

Reference:

Field Work Completed: 11/02/2021

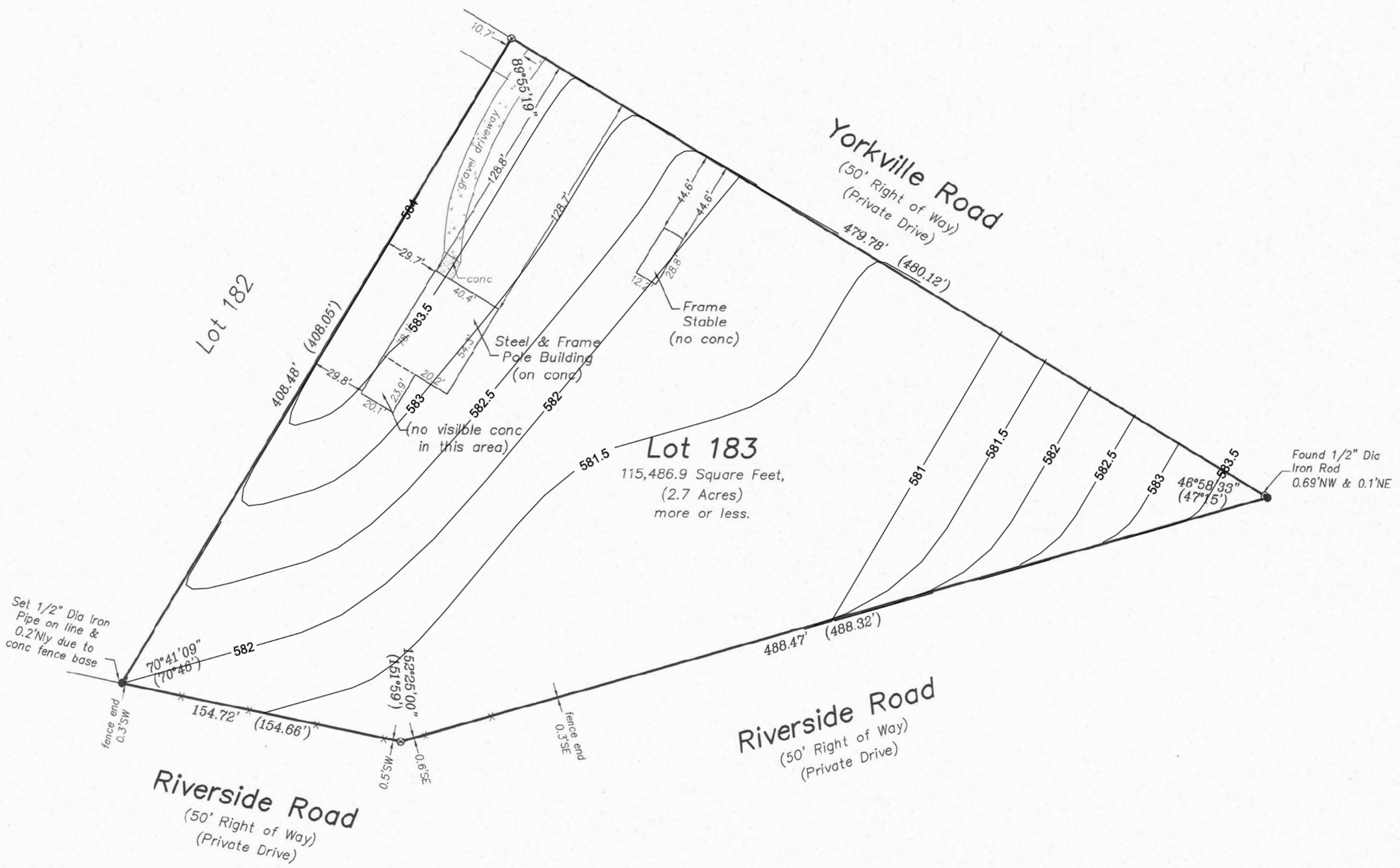
Rev. Date	Rev. Description

Project Number: 2021-1486

PLAT OF SURVEY

LOT 183 IN FOX RIVER GARDENS, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 55 RIVERSIDE ROAD, YORKVILLE, ILLINOIS.



STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON NOVEMBER 03, 2021.

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[redacted]
YORKVILLE, IL
STATE OF ILLINOIS

Scale: 1" = 50'

⊗=Found 1/2" Dia. Iron Pipe
●=Set Iron Pipe 1/2" Dia. x 24"
(XX.XX')= Record Distance
XX.XX'= Measured Distance
N= North E= East
S= South W= West
-X-X-X- = Fence
= Concrete/Asphalt

Michel C. Ensalaco, P.L.S. [redacted] Exp. 11/30/2022
Eric C. Pokorny, P.L.S. [redacted] Exp. 11/30/2022

TODD SURVEYING
Professional Land Surveying Services
"Cornerstone Surveying PC"
759 John Street, Suite D
Yorkville, IL 60560
Phone: 630-892-1309 Fax: 630-892-5544

Survey is only valid if original seal is shown in red.

Client:	BAKA Properties
Book #: sheets	Drawn By: JLH. JJH | Plat #: 1751
Reference:	
Field Work Completed:	11/02/2021

Rev. Date	Rev. Description

Project Number: 2021-1486

Attachment 4

November 12, 2021

Kendall County Address Points

Parcels

Ownership Parcel

1:1,680

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

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Kendall County Web GIS

View GIS Disclaimer at https://www.co.kendall.il.us/departments/geographic-information-systems/gis-disclaimer-page/.

Matt Asselmeier

From: Greg Chismark <gchismark@wbkengineering.com>
Sent: Saturday, November 13, 2021 4:29 PM
To: Matt Asselmeier
Subject: RE: [External]RE: Unincorporated Kendall County

Yes, I have a comment.
The base flood elevation of the Fox River in proximity to this lot is 582. The County GIS contours indicates there is hydraulic connectivity from the Fox River to the property. The survey submitted shows elevations lower than 582 which documents floodplain exists on the property.
Unless the petitioner can provide a survey that depicts ground elevation at or above 582 between the lot and the Fox River, my opinion is that there is floodplain on the lot. Let me know if you need anything formal on this.
Greg

Greg Chismark, PE
President
Direct: (630) 338-8527| Main: (630) 443-7755
gchismark@wbkengineering.com

WBK Engineering, LLC
116 W. Main Street, Suite 201, St. Charles, IL 60174

Part of Bodwé Professional Services

From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Friday, November 12, 2021 8:49 AM
To: Greg Chismark <gchismark@wbkengineering.com>
Subject: RE: [External]RE: Unincorporated Kendall County

Greg:

The owner of Lot 183 in Fox River Gardens is submitting an application to rezone the property R-3 in order to build 2 houses.

The Petitioner submitted the attached topographic survey and is claiming no floodplain and no BFE on the property.

Do you have any comments on this?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

Aerial for 02-34-130-004

Approximate floodplain area below 582'. Please see topographic survey for exact area.

N

0 50 100 200

Feet

Kendall County GIS
111 West Fox Street - Room 308
Yorkville, Illinois 60560
630.553.4212

DEPARTMENT OF PLANNING, BUILDING AND ZONING
KENDELL COUNTY, ILLINOIS

In Re: Petition of Baka Properties, LLC Map Amendment Rezoning of 55 Riverside Street Yorkville, Illinois (Lot 183 Fox River Gardens)	)))))	Petition 21-48

STUDLER, MUND AND SISO LLC OBJECTION TO PETITION 21-48

NOW COME Objectors, DM Studler, Ronald G. Mund, and SISO, LLC., by and through their attorneys Hinshaw & Culbertson and for their Objection to Petition 21-48 state as follows:

I. INTRODUCTION

The Petition for Rezoning should be rejected by the Department of Planning and Zoning and by the Members of the Kendell County Board for the following reasons:

1. The subdivision and specific lot of the Applicant has a deed restriction which limits the property to only one single family home and the purpose of the R-3 zoning request of allowing two homes cannot be met and thus the zoning must be denied.

2. The density that will be permitted is not compatible with the surrounding properties of single family homes on large parcels of land and the R-3 zoning change is objected to by the majority of surrounding landowners.

3. The property in question includes wetlands that will be destroyed if the development that is planned goes through.

4. The property is in a flood plain which will create flooding problems if developed as requested.

5. There is no available municipal sanitary sewer to the site and, if developed with the septic tanks, odor and sanitation problems will develop and be exacerbated because of site conditions.

6. The amount of floodplain and lack of street access of the site will not permit two houses to be situated on the property.

7. A R-3 designation includes retail and office uses, albeit with a special use permit, that are wholly inappropriate for the surrounding community.

8. The Petitioner has a history of failing to comply with the County's ordinances and intrusion upon neighbors and their properties.

9. The Petitioner has not satisfied the conditions required by the Zoning Ordinance for a Map Amendment.

II. BASIS FOR OBJECTION

1. THE LOT WHICH IS THE SUBJECT OF THE PETITION IS PART OF A SUBDIVISION PLAT AND THE DEED HAS RESTRICTIONS OF ONE DWELLING ONLY.

The lot at issue is part of a subdivision which was platted in 1927. **(See Subdivision Plat attached hereto as Ex. A)**. After the subdivision was platted deeds were issued with covenants, conditions and restrictions one of which explicitly provides that on the subdivided lots "only one such [single family residence] shall be erected on any lot..." **See April 22, 1030 Deed – Restriction No. 6 – attached hereto As Ex. B**. It has been stated by the Applicant that the purpose of the R-3 zoning change is to seek to build two homes on Lot 183 as R-3 zoning allows for a home per 45,000 sq. ft. However, the subdivision plat and deed covenants and restrictions explicitly disallow more than one home on the land designated lot 183 and thus the zoning change would be improper and serve no purpose.

2. THE DENSITY OF THE PROPOSED SUBDIVISION IS NOT COMPATIBLE WITH THE SURROUNDING COMMUNITY

The surrounding community was developed under the Ag-1 zoning though the lots, as originally laid out, may be developed with one single family residence pursuant to Section 7.01

C. 18. c. of the Zoning Ordinance. This has created a unique living experience for those that reside in the homes and is entitled to protection against incompatible density like any other established neighborhood. The majority of surrounding landowners have estate parcels that substantially exceed 45000 sq. ft and smaller lots (in violation of the subdivision restrictive covenants) would detract from the rural nature of the neighborhood. A majority of surrounding landowners object Petition 21-48. **See Petition Submitted to the County Board of the County of Kendall, State of Illinois, Submitted Pursuant to Section 13.07G.2 of the Kendall County Zoning Ordinance attached hereto as Ex. C and Map of Objector Parcels attached hereto as Exhibit D).**

3. THE PROPERTY IN QUESTION INCLUDES WETLANDS THAT WILL BE DESTROYED IN THEE DEVELOPMENT OF THE PROPERTY IN QUESTION.

Pursuant to the **Deuchler Engineering Wetlands Reconnaissance Report Dated July 17, 2020, attached hereto as Ex. E,** the subject property includes a significant area of hydric soils that qualify to be classified jurisdictional wetlands much of which have been covered by fill material by the Applicant. Upon information and belief, that fill material was placed without any Kendall County or Army Corps of Engineers permits. If the property is developed in the manner planned by Applicant the Wetlands would be destroyed. This area, immediately adjacent to and a part of the Fox River flowage, is extremely sensitive due to that proximity.

4. A SIGNIFICANT PART OF THE PROPERTY IN QUESTION IS LOCATED IN A FLOODPLAIN AND FURTHER DEVELOPMENT OF THE PROPERTY WILL CAUSE THE FLOODING IN THE AREA TO WORSEN.

The majority of lot 183 is located within floodplain as it is below the flood zone elevation of 582 MSL and the County has hired an engineer that has confirm same. **See Email from Engineer Chismark attached hereto as Ex. F and Flood Plain Map of Lot 183 attached hereto as Ex. G.** To build residences in the floodplain will require that the site be elevated by

bringing in even more fill. Elevating the property in question will substantially increase the water that is discharged during a storm. The neighborhood, being so close to the Fox River, is already prone to flooding events. **(See Photo of Flooded Riverside Road attached hereto as Ex. H)**. The development of the property in question as planned will only make that worse, not only because of the increased elevation but also because of the increase in impervious surfaces such as driveways, homes, patios, decks and walkways that inevitably come with new development.

The Petitioner has, over the last two years, dumped over 40 semi-trailer loads of dirt onto the property in question, and upon information and belief, without any county or Army Corps permits, which has increased the chance of more water discharging from the site, contributing to an increased chance of flooding. **(See Photos of Filling of Lot 183, attached hereto as Group Ex. I)** Despite that filling over ¾ of the property is still below the flood zone of 582 MSL per Ex. G. If the subdivision is approved, the subsequent development of the property will only make matters worse because of the significant increase in impervious surfaces. Because the Petitioner has not submitted a site plan with its application, the Board cannot evaluate the impact of the zoning change on the flooding problem.

5. IF ALLOWED TO BE DEVELOPED AS REQUESTED, THE SANITARY CONDITIONS IN THE AREA WILL WORSEN.

There is no sanitary sewer available to the property in question or the surrounding neighborhood. The soil cannot support more septic tanks and fields. Presently, after significant storms, the septic tanks and the fields they drain into fail to function properly, creating noxious odors and unsanitary conditions. Because of the wetlands and the fact that a majority of the property is located within a floodplain, adding additional septic tanks and fields will exacerbate this public health problem.

6. THE AMOUNT OF FLOODPLAIN, AND LACK OF BUILDABLE SOILS AND LACK STREET ACCESS MAKE CONSTRUCTION OF TWO HOMES ON THE SUBJECT PROPERTY IMPOSSIBLE AND R-3 ZONING IMPROPER.

In order to further fill floodplain and wetland it is legally required that 1 ½ times of land mitigation be provided and per the expert opinion of land planner Chris Lannert there is insufficient buildable land to do so. Further, the Kendall County Soil & Water Conservation District has drafted a Natural Resources Inventory (NRI) Report and concluded that almost all of the property is comprised of hydric soils. **(See Hydric Soils Map Lot 183, attached hereto as Ex. J).** In that same NRI report it was also found that almost all of the property has the most restrictive soil rating of being "very limited" for building purposes such that dwellings cannot have basements and the land is primarily useful for only lawn or landscape. **(See Very Limited Building Capability Lot 183, attached hereto as Ex. K).** Finally, the deed restriction only allows one dwelling and thus there is no road access for multiple dwellings.

Because Lot 183 cannot support a dwelling on every 45,000 sq. ft zoning as M-3 would be improper.

7. A R-3 DESIGNATION INCLUDES RETAIL AND OFFICE USES.

A R-3 designation includes retail and office uses, albeit with a special use permit, that are wholly inappropriate for the surrounding community. While there is a requirement that a special use permit be obtained, there is nevertheless a threat of increased commercial use of the property in question by changing the zoning designation as requested by the petitioner.

8. THE PETITIONER HAS A HISTORY OF FAILING TO COMPLY WITH THE COUNTY'S ORDINANCES AND INFRINGING UPON NEIGHBORS AND THEIR PROPERTIES

As explained above upon information and belief, no permits were acquired for the filling of the wetlands and floodplain on lot 183. Further, upon information and belief the Applicant

has been involved in conflict with several neighbors and been the subject of petitions for order of protection which have been granted to neighbors.

9. THE PETITIONER HAS FAILED TO SATISFY THE CONDITIONS FOR A MAP AMENDMENT.

The following are the criteria that must be satisfied by the Petitioner to allow for the County Board to approve a Map Amendment and the Petitioner has failed to satisfy that criteria: *FINDING OF FACT AND RECOMMENDATION OF THE ZBA. Within thirty (30) days after the close of the hearing on a proposed amendment, the ZBA shall make written findings of fact and shall submit same together with its recommendation to the County Board of Kendall County. Where the purpose and effect of the proposed amendment is to change the Zoning classification of particular property, the Zoning Board of Appeals shall make findings based upon evidence presented to it in each specific case with respect to the following matters Amended 9/15/20):*

1. *Existing uses of property within the general area of the property in question.*

While the surrounding property is residential, it is not of the density as that proposed. The R-3 zoning allowing a dwelling on every 45,000 sq. ft of land as proposed by the Petitioner is wholly inconsistent with the surrounding properties. Further, the addition of impermeable surfaces such as driveways, patios, decks and multiple dwellings is inconsistent with the existing uses and poses odor, health and flooding issues.

2. *The Zoning classification of property within the general area of the property in question.*

The surrounding property is primarily Ag-1. While there is a parcel that is zoned R-3 (by the Applicant previously), the vast majority of the surrounding properties are zoned Ag-1.

3. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

The property is wholly unsuitable for R-3 uses of a dwelling on every 45,000 sq. ft. The soils are almost entirely hydric, the property contains wetlands, the property is in flood plain and the existing area is already prone to flooding and odor and thus cannot support more septic systems. Further, the subdivision plat and restrictive covenants do not allow for multiple homes on the land no multiple access points to roadways.

4. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification.*

There is no trend toward increased density. To the contrary, the subdivision is well established and those properties at lower elevations nearer the Fox River are larger parcels with estate homes. The subdivision plan, relied upon by all of the owners of land in the subdivision does not allow for multiple dwellings on the site and limits access. Further, the Land Resource Management Plan discourages conversion of agricultural land to residential zoning.

The ZBA shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The ZBA may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-213-14 District shall be considered the lowest classification.

Clearly changing the zoning from A-1 to R-3 is not in the public's interest at this location and the majority of surrounding landowners object to dame. The Subdivision Plat has been in place for nearly 100 years and explicitly allows for only one dwelling per lot. That plan has been relied upon by all owners of property in the subdivision and there is no public purpose served in amending it. Further, the impermeable surfaces on this flood plain area of hydric soils and

wetlands will detrimentally affect the neighbors and the public by exacerbating flooding, odors and unhealthful conditions.

5. *Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.*

The Land Resource Management Plan encourages the protection of Agricultural lands and discourages "spot" zoning which create inherently contradictory land uses within each zone.

III. CONCLUSION

For the foregoing reasons the Petition 21-48 for a Map Amendment should be denied.

Date: 12-7-2021

Respectfully Submitted,

HINSHAW & CULBERTSON LLP,

By: _____
Richard S. Porter
One of their Attorneys

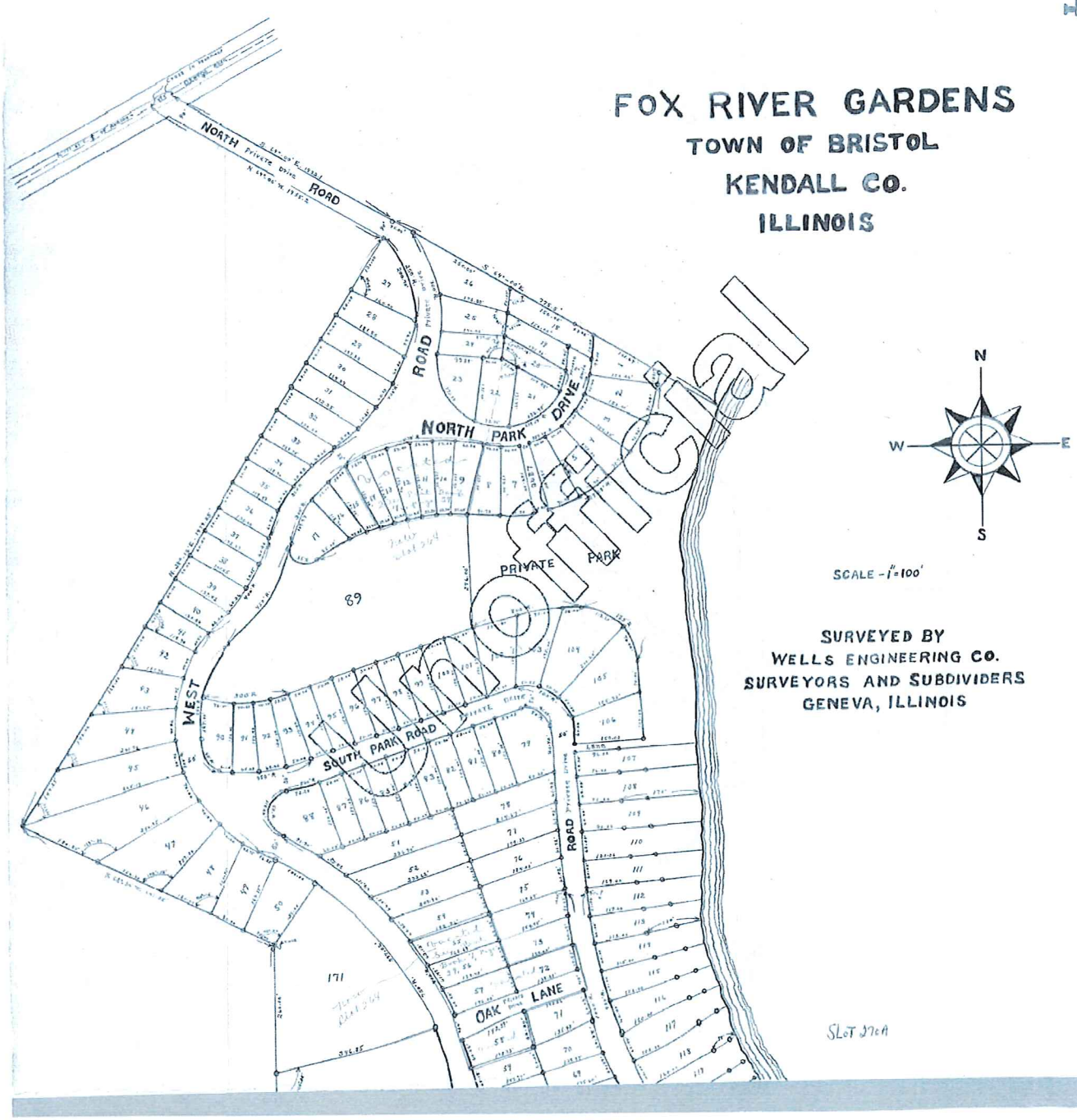
Richard S. Porter ARDC #6209751
rporter@hinshawlaw.com
HINSHAW & CULBERTSON LLP
100 Park Avenue
Rockford, IL 61101
Phone: (815) 490-4900

FOX RIVER GARDENS

TOWN OF BRISTOL

KENDALL CO.

ILLINOIS



Official

SCALE - 1" = 100'

SURVEYED BY
WELLS ENGINEERING CO.
SURVEYORS AND SUBDIVIDERS
GENEVA, ILLINOIS

SLOT 37A

EXHIBIT
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A

CENTRAL DRIVE
RIVERSIDE
RIVER
RIDGE
Private Drive
ROAD
BRISTOL
KENDALL
YORKVILLE
WEST
KENNEDY TRACT
This Tract Not a Part of the Subdivision
Unofficial
172
173
174
175
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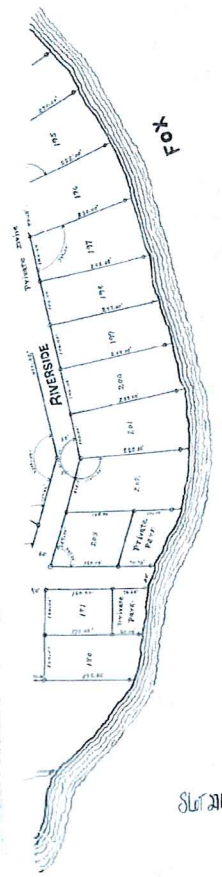
SLST 37IA
35

36



SEPT 2016

State of Illinois } ss.
County of Kane }

This is to certify that I, E. Ray Wells, Illinois Registered Land Surveyor No. 35, have surveyed and subdivided for Frank Toma and Anna Toma, his wife, the following described property, to wit:—

Part of Section twenty seven (27), twenty eight (28) and thirty two (32), Township thirty six (36) North, Range seven (7), East of the Third Principal Meridian, described as follows: Commencing at an iron pipe at the South line of Section twenty seven (27) which is one thousand four hundred seventy nine and six hundredths (1479.06) feet East of the South west corner of said Section; thence North forty degrees thirty two minutes East six hundred five and seventy hundredths (605.70) feet; thence North fifty eight (58) degrees thirty six minutes East six hundred five and five hundredths (605.05) feet to an iron pipe; thence North forty degrees thirty two minutes East one hundred feet to an iron pipe; thence South fifty eight (58) degrees thirty six minutes East six hundred five and five hundredths (605.05) feet to an iron pipe; thence South forty degrees thirty two minutes West

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JOINT TENANCY DEED

Frank Tuma and Anna Tuma, his wife

to

Eman Michalek and Mary Michalek

This Indenture Witnesseth, That the Grantors FRANK TUMA and ANNA TUMA, his wife of the City of Berwyn in the County of Cook and State of Illinois for and in consideration of the sum of One and no/100 ($1.00) Dollar in hand paid, CONVEY and WARRANT to EMAN MICHALEK and MARY MICHALEK, his wife, not in tenancy in common but in Joint Tenancy, of the City of Berwyn, County of Cook and State of Illinois, the following described real estate; to-wit: Lots 1 to 4 both inclusive, 6, 10, 11, 12, 17 to 35 both inclusive, 40, 41, 42, 45 to 63 both inclusive, 67 to 113 both inclusive, 115 to 123 both inclusive, 126 to 149 both inclusive, 151, 152, 153, 155 to 170 both inclusive, 172, 173, 174, 175, 176 (except the South 18-½ feet), 182 to 203 both inclusive, in Fox River Gardens, same being part of Sections Twenty-seven (27), twenty eight (28) and thirty-four (34), Township thirty-seven (37) North, Range seven (7), East of the third (3rd) Principal Meridian, situated in the Town of Bristol County of Kendall in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance is subject to the following covenants, conditions and restrictions:

(1st) No part or parts of any lots in the subdivision aforesaid are to be sold or leased by the purchasers thereof or by the heirs, executors, administrators or assigns of any such purchasers for road or any other purpose without the consent or approval of the first party.

(2nd) Each and every residence built in the subdivision aforesaid must have a sanitary toliet.

(3rd) No building or any part thereof erected on said premises shall extend toward the street in front of said lot beyond a line parallel to and twenty feet distant from said street.

(4th) No trees on the premises herein described at the date hereof shall be removed without the consent of first party, except dead trees and those which may impede the construction of buildings.

(5th) No tents may be erected on said premises for commercial purposes.

(6th) No building shall be built on any of the lots in the subdivision aforesaid except private residences for the use and occupancy of one family only and only one such building shall be erected on any lot in said subdivision containing not to exceed one acre. At or after the erection of a residence as aforesaid, a garage or other out-building necessary or appurtenant thereto may be erected. That no garage, barn, or other building, erected on said lot, shall at any time be used as a residence.

(7th) All purchasers or owners of lots in Fox River Gardens Subdivision aforesaid and their families shall have free and unrestricted access to the community beach as shown upon the plat of said Subdivision.

(8th) Should the grantee herein improve the premises herein described with a residence, the cost of such residence shall not be less than $1,500.00.

(9th) It is expressly agreed that the premises herein described shall not be conveyed or leased by the grantee or any of the successors in title of the grantee, to any person who is not a Caucasian, that neither the premises herein described nor any of the improvements thereon shall be occupied by anyone who is not a Caucasian; and that in the event that the premises herein described shall be

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conveyed or leased by the grantee or any of the successors in title of the grantee , to any person who is not a Caucasian or in the event that said premises or any improvements erected thereon shall at any time be occupied by a person who is not a Caucasian, the property herein described shall revert to the grantor herein free and clear from any claim of the grantee or the successors in title of the grantees. To have and to hold the above granted premises unto the said parties of the second part forever not in tenancy in common, but in joint tenancy.

DATED this first (Ist) day of May A. D. 1930

Frank Tuma (SEAL)

Anna Tuma (SEAL)

(SEAL)

(SEAL)

Charles T. Salak Notary Public My Commission Expires Feb 5 1933 Cook County

STATE OF ILLINOIS } SS.
COUNTY OF COOK }

I, Charles T. Salak Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK TUMA and ANNA TUMA, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this first (Ist) day of May A. D. 1930

Charles T. Salak

Notary Public

Filed for record on the 3rd day of May A. D. 1930 at 11-25 o'clock A. M.

Lucette B. Sens Recorder of Deeds.

PETITION SUBMITTED TO THE COUNTY BOARD OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, SUBMITTED PURSUANT TO SECTION 13.07 G.2 OF THE KENDALL COUNTY ZONING ORDINANCE

The undersigned have been advised that that BAKA Properties LLC – Series 5 the owner of the property commonly known as Lot 183 Fox River Gardens (tax parcel number 02-34-130-004), (the "Development Parcel"), in unincorporated Kendall County, Illinois, pursuant to Petition 21-48, has requested that Kendall County pass a map amendment ordinance changing the zoning applicable to the Development Parcel from Ag-1 to R-3. The undersigned, being more than twenty percent of the owners of the frontage immediately adjoining or across an alley, street or public right-of-way from the Development Parcel, wish to notify the County Board of the County of Kendall that they protest and object to the rezoning of the Development Parcel from its existing zoning classification of Ag-1.

1. _____ (Signature)

Gerald Chase FOR 5150, LLC
Print Name

40 Riverside St.
Address
Tax Parcel Number 02-34-204-005

2. _____ (Signature)

JoAnn M. Willingham
Print Name

56 Riverside St.
Address
Tax Parcel Number 02-34-204-002

3. _____ (Signature)

DM Studler
Print Name

34 Riverside St.
Address
Tax Parcel Number 02-34-176-003

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1031988/307180150v2
1038862\309504858.v1

The undersigned have been advised that that BAKA Properties LLC – Series 5 the owner of the property commonly known as Lot 183 Fox River Gardens (tax parcel number 02-34-130-004), (the "Development Parcel"), in unincorporated Kendall County, Illinois, pursuant to Petition 21-48, has requested that Kendall County pass a map amendment ordinance changing the zoning applicable to the Development Parcel from Ag-1 to R-3. The undersigned, being more than twenty percent of the owners of the frontage immediately adjoining or across an alley, street or public right-of-way from the Development Parcel, wish to notify the County Board of the County of Kendall that they protest and object to the rezoning of the Development Parcel from its existing zoning classification of Ag-1.

4. _____ (Signature)

David A. Morgan
Print Name

16 Yorkville Road
Address
Tax Parcel Number 02-34-130-005

5. _____ (Signature)

KEVIN HANNA
Print Name

15 YORKVILLE ST.
Address
Tax Parcel Number 02-34-129-006

6. _____ (Signature)

_____
Print Name

_____
Address
Tax Parcel Number 02-34-____-____

Black arrows indicate the location of the parcels owned by the objectors. The parcels highlighted in orange below are also owned by the applicant. The parcel "004" outlined in blue is the parcel that is the subject of the proposed map amendment.

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WETLAND RECONNAISSANCE REPORT

55 RIVERSIDE DRIVE, YORKVILLE
KENDALL COUNTY, ILLINOIS

JULY 17, 2020

Prepared for:

Hinshaw & Culbertson, LLP
151 N Franklin St Suite 2500, Chicago, IL 60606

Deuchler Engineering Corporation

230 Woodlawn Avenue | Aurora, Illinois 60506

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1.0 INTRODUCTION

A Wetland Reconnaissance was performed on atypical conditions in the common area immediate adjacent to the subject property, *BAKA Properties, LLC, Trust: Series 5, 55 Riverside Street, Yorkville, IL (Parcel Identification Number 02-34-130-00)*. The purpose of the investigation was to determine the likelihood of fill having been placed in a wetland on the subject parcel. This project is in unincorporated Bristol Township in Section 34 of Township 37, North, Range 7 East in Kendall County, Illinois. See Site Location Map included as **Figure 1**.

Deuchler Engineering Corporation (DEC) was contracted by Hinshaw & Culbertson, LLP to conduct a wetland delineation survey of the subject site. The project site evaluated is an open field in Fox River Gardens, a rural residential subdivision in unincorporated Yorkville, IL. Field work for the project was completed on July 1, 2020. Aerial Photograph analysis was completed on July 14 and 15, 2020.

2.0 METHODS

A wetland reconnaissance was performed by Deuchler Engineering Corporation (DEC) in accordance with the Corps of Engineers Wetland Delineation Manual (1987) and the Midwest Regional Supplement to 1987 Wetland Delineation Manual (2010). The scope of work performed by Deuchler staff includes the following:

2.1 Map and Aerial Photograph Review

Prior to the field survey, a preliminary site evaluation was performed to identify the physical setting of the subject area utilizing an aerial photographs, National Wetland Inventory Mapping Tool (NWI), and Natural Resources Conservation Service (NRCS) Web Soil Survey and the FEMA Flood Insurance Rate Mapping Tool (Firmette).

2.2 Field Survey

The site was visually and physically observed to determine if any jurisdictional wetlands exist within the site by examining the soil, hydrology, and vegetation. A USACE Routine Wetland Delineation Data Sheet was completed for a data point.in the potential wetland and a comparative data point was taken from the surrounding upland.

To be considered a jurisdictional wetland, an area must meet minimum criteria in all three of the following categories: soils, hydrology, and vegetation. These criteria are discussed as follows:

1) Soil:
   The soil criterion for a wetland is met when the soils have been classified as hydric. Field indicators of hydric soils include: a) organic soils, b) specific low chroma soil color (gleyed matrix with or without bright mottles), c) presence

of a histic epipedon (high organic content in the surface horizon), d) presence of sulfidic material (the soil smells like hydrogen sulfide), e) aquic or peraquic moisture regime (the soil is saturated for long periods), and f) reduced soil conditions (soil contains reduced iron).

Soil borings were taken to a minimum depth of 18 inches below existing grade and soil properties were recorded, at locations of concern. Soil color (matrix), and redoximorphic features (if present) were determined using the Munsell Soil Color Charts (1990).

2) Hydrology:
The hydrology criterion for a wetland is met when the area is inundated either permanently or periodically at a maximum water depth of 6.6 feet, or the soil is saturated to the surface for at least 5% of the growing season. Indicators include drainage patterns, drift lines, sediment deposition, watermarks, stream gage data and flood prediction, historic records, visual observation of saturated soils, and visual observation of inundation. Hydrologic indicators were recorded.

3) Vegetation:
The vegetation criteria for a wetland is met when more than 50% of the dominant plant species are classified as hydrophytic. Hydrophytes are plants which can grow in water or on a substrate that is at least periodically deficient in oxygen because of excessive water content. A *Regional List of Plant Species that Occur in Wetlands* has been prepared by the U.S. Fish and Wildlife Service (USFWS). Wetland plants are categorized into three classes based on wetland indicator status: (1) obligate wetland species (OBL), (2) facultative wetland species (FACW), or (3) facultative species (FAC). Dominant plant species were recorded for each data point.

2.3 Report

DEC prepared a Wetland Reconnaissance Report documenting the findings of the wetland investigation. This Report includes sources and documents supporting the analysis, opinions, and conclusions.

3.0 PROJECT DESCRIPTION

The subject property is a 2.68-acre open field and lies on a minor terrace of the Fox River in Fox River Gardens subdivision, unincorporated Yorkville, IL The northeast side of the property is bounded by Yorkville Street and the southern edge of the property is bounded by Riverside Street. The rest of the property is bounded by residential lots. The property contains recently placed fill over a large portion of the open area of the parcel. The parcel also contains a single drainageway that has a Silver Maple Swamp (forested wetland) on either side of the bed and bank channel.

The investigation was undertaken to determine if the limits of fill extended into the wetland. The fill appears to cover about half of the open field. It extends under the Silver Maple branches and stops at the limit of a white plastic 3 rail fence. The fill appears to be several feet in thickness at the edge of the Silver Maple swamp. Standing water was present in the wetland as well as the stream channel on the day of the site investigation.

A data point was taken just outside the fill in the Yorkville Street road easement where wetlands vegetation was like that seen at the base of the fill. An upland data point was taken along the road easement several feet in elevation higher than the data point where the vegetation appeared to be hydric. The description of the field investigation can be found in Section 5.0.

4.0 MAP AND AERIAL PHOTOGRAPH REVIEW

Aerial photography, Kendall County LIDAR topographic mapping, National Wetland Inventory mapping, NRCS Web Soil Survey, and FEMA Flood Insurance Rate Mapping, were reviewed to evaluate topographic conditions and whether any wetlands have been identified within the project area.

4.1 National Wetland Inventory Map (Figure 2)

The United States Fish and Wildlife Service (USFWS) conducted a wetland inventory of the wetland locations within the United States. That data has been aggregated into a national data tool, the NWI Mapper. The subject property is not identified by the NWI as having wetlands.

It should be noted that the "National Wetland Inventory" was compiled via review of high-altitude aerial photography over a period of the last 30 years and may not accurately represent current conditions. Therefore, the presence of potential wetlands was field investigated by DEC.

4.2 Kendall County Topographic Map (Figure 3a)

The Kendall County GIS topographic data was reviewed for the physical setting conditions of the subject property. According to the Topographic Map, the general topography of the subject area and its surroundings is a river valley with broad floodplain and terraces on either side of the river. The project site is at the bottom of the bluff and the creek on the property comes down the bluff from the upland above.

The topographic map show that much of the subject property lies between the elevations of 582 and 584 ft msl. The creek and wetland are at elevations below 582 ft msl. During heavy precipitation events the channel shows evidence of overbank flooding.

4.3 FEMA Flood Insurance Rate Map (Figure3b)

The FEMA Flood Mapping Tool produces a Firmette of the project site and surrounding area. The Firmette of the site is derived from the Kendall County FIRM Panel 17093C0045H, effective date 1/8/2014. The 1% chance of recurrence (100-year flood elevation) is elevation 582 ft msl. The subject property is mapped by FEMA as Zone X, outside the 100-year floodplain. However, portions of the wetland on the property are below elevation 582.

4.4 NRCS Web Soil Survey Map (Figure 4)

The NRCS Soil Survey Map of the area was reviewed as a preliminary evaluation to identify soils which exist within the subject area. These soils were identified as hydric or non-hydric using the National Hydric Soils Database. The NRCS Soil Survey Map indicated that the project site was mapped as 8082A Millington silt loam, a floodplain soil map unit.

4.5 Aerial Photographic Maps (Figure 5)

Using aerial photography, the project site was reviewed for the presence of wetland and open water visual signatures. Historic aerial photography was reviewed for the period1998-2019. This type of aerial reconnaissance review is how the USDA-NRCS and US Fish and Wildlife Service screen parcels for potential wetlands prior to a field investigation. In this project, a time-series of wetlands was evaluated, and an approximate wetland boundary was drawn on each aerial examined.

The years examined include a range of wetness conditions from very wet years to droughty years. The specific years that photos were evaluated for are 1998, 2002, 2005, 2008, 2013, 2015, 2017, 2018 and 2019. The approximate limits of the wetland signature in any given year is outlined in yellow on each of the aerial photographs in Figure 5.

The aerial interpretation of each photo shows evidence of two wetland types in most years: an herbaceous wetland either sedge meadow or wet meadow dominated by sedges and grasses surrounding the incipient Silver Maple swamp. The bed and bank of the creek is evident in all years. The size of the trees in the swamp have grown significantly over the last twenty-two years. While the size of the wetland signature varies by year, which is typical, there was wetland on the property prior to any development on the parcel. Those wetlands remain today and are the subject of the field investigation portion of this report.

Based upon the 2019 Kendall County Geographic Information System Parcel Viewer Data, there were 3 3 wetland signatures on the subject property when the 2019 aerial photograph was flown. Table 1 summarizes their size and percentage of parcel coverage

Table 1. Wetland Signatures from 2019 Aerial Photography Interpretation

Wetland Signature	Area (Square Feet)	Area (Acres)	Parcel Coverage (%)
1	21,880	0.502	18.7
2	550	0.013	0.49
3	2,300	0.053	1.98

5.0 FIELD INVESTIGATION

The purpose of the field investigation was to determine if any jurisdictional wetlands existed within the site, and if so, their approximate size and boundaries. Potential jurisdictional areas encountered in the field were delineated using the USACE Corps of Engineers Wetlands Delineation Manual (1987) and the Midwest Regional Supplement to the Wetland Delineation Manual (2010).

One data point was selected to represent the conditions in the project site area. The project site is approximately 2.7 acres. The site investigation was performed on July 1, 2020 by Patrick Kelsey, CPSS/SC. Dominant plants, soil type, and evidence of wetland hydrologic indicators were recorded on USACE Wetland Delineation Data Sheets for the Midwest Regional Supplement. The data sheets are included in **Appendix A**.

Following are the results of the field survey:

Data Point 1
Data Point #1 is located on the northeast side of the subject property. The Data Point 1 plant community was dominated by hydrophytic plant species including Silver Maple (*Acer saccharinum*). Box Elder (*Acer negundo*), Crested Sedge (*Carex cristatella*), and Barnyard Grass (*Echinochloa crus-galli*). The soil observed at Data Point 1 was determined to be Millington silt loam, a poorly drained and hydric soil This is also the soil map unit determined by the public soil survey. Primary wetland hydrology indicators observed included surface water, sediment deposits, and drift deposits.

Data Point 1 is identified as a single wetland with two distinct communities: A Silver Maple swamp on either side of a small creek and a wet meadow dominated by sedges and grasses.

Data Point 1A
Data Point 1A was selected in the adjacent upland to capture the difference between the wetland and non-wetland conditions. Data Point 1A is located along Yorkville Street approximately 2 ft in elevation above the wetland. The two sites are approximately 125 ft apart. The vegetation surveyed was decidedly upland in nature and was dominated by planted turf grasses including Fescue (Festuca elatior), Perennial Ryegrass (Lolium perenne), and Kentucky Bluegrass (Poa pratensis). The soil identified is Dresden silt loam, a non-hydric soil. No indicators of wetland hydrology were found at Data Point 1.

6.0 SUMMARY AND CONCLUSIONS

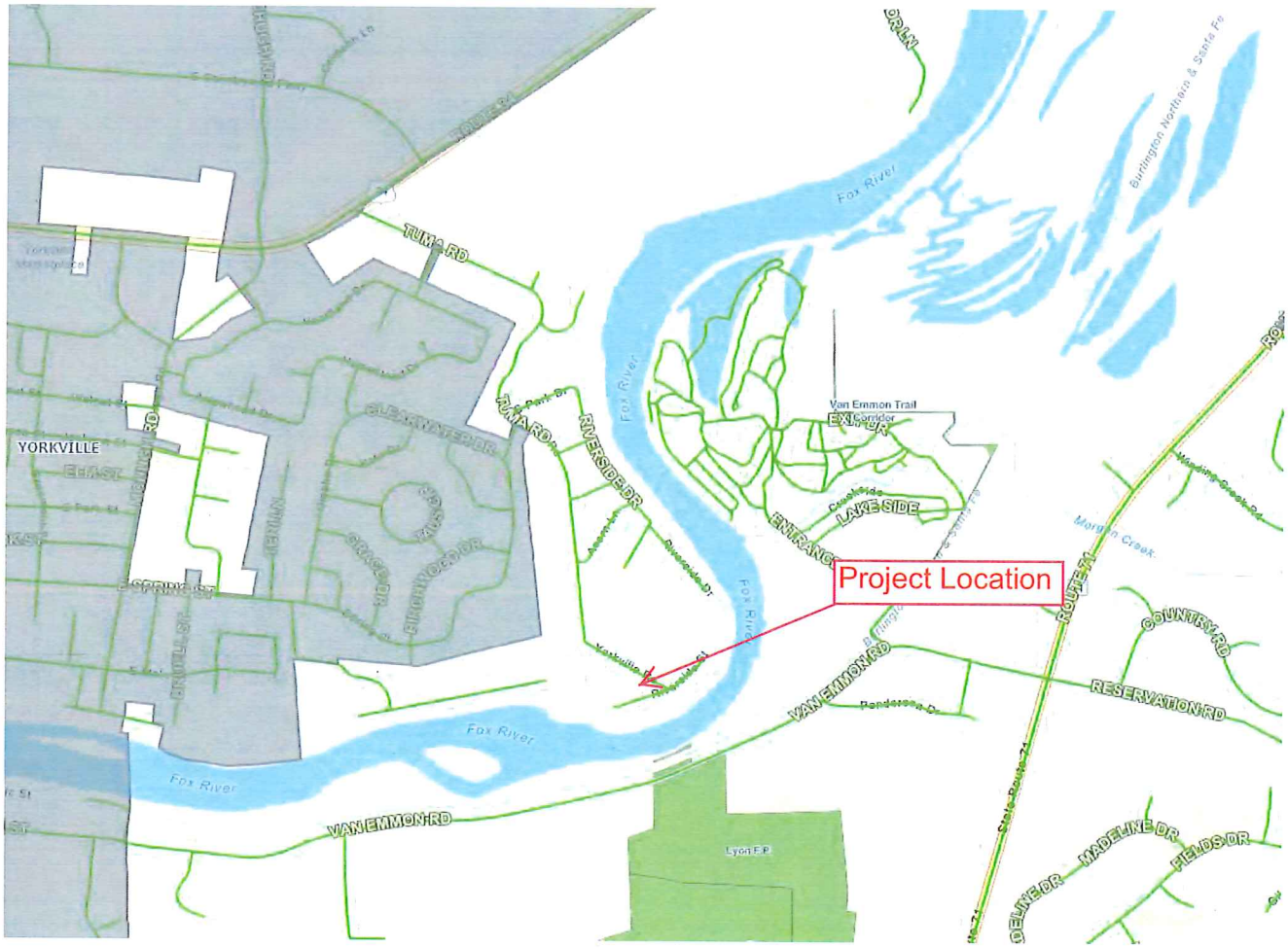
Deuchler Engineering Corporation (DEC) conducted a routine wetland reconnaissance of 55 Riverside Street, unincorporated Yorkville, IL. The purpose of this wetland reconnaissance was to determine if any jurisdictional wetlands or Waters of the US exist within the project site, and if so, whether recently placed fill was placed within boundaries of these wetlands.

The project site contains one Wetland (as defined in 33 CFR Part 328 and 40 CFR Parts 110, 112, 116, 117, 120, 122, 230, 232, 300, 302, and 401, inclusively). It is our professional opinion that fill has been placed over hydric soils and that wetland hydrology is present within the limits of the fill that has been placed. Based on the requirements for atypical wetland conditions, there is more than adequate evidence that the fill placed also had hydrophytic vegetation.

The limits of encroachment can only be identified by excavating the fill to the depth of the original soil/vegetation line at the original ground surface. The extent of the wetland encroachment is likely not more than 50 feet along the northeast-southwest fence line based upon review of historic aerial photographs. These same photographs and the Web Soil Survey map suggest that the limit of hydric soils in this field is likely up near the pole barn structure along the northern boundary of the subject property.

Though a jurisdictional determination has not been performed by the USACE Rock Island District, it is likely that the wetland is jurisdictional under the current rules for determining federal jurisdiction. The conclusion is drawn by the evidence of an overland flow connection to a bed and bank stream with hydrologic connection to the Fox River, a traditional navigable waterway.

FIGURES



DEUCHLER CIVIL | STRUCTURAL | ELECTRICAL | ENVIRONMENTAL	REVISIONS 1. 2. 3. 4.	DATE: 7-16-2020 SCALE: NTS JOB NO. 555-20035-00 FIELD BOOK NO.: N/A	DESIGNED: PK DRAWN: AS CHECKED: PK APPROVED: PK	**55 RIVERSIDE DRIVE YORKVILLE, IL LOCATION MAP**	1 SHT 1 OF 9
ILLINOIS DESIGN FIRM #184.001830	230 WOODLAWN AVENUE, AURORA, IL 60506	PH. 630-897-4651	FAX 630-897-5696	www.deuchler.com	

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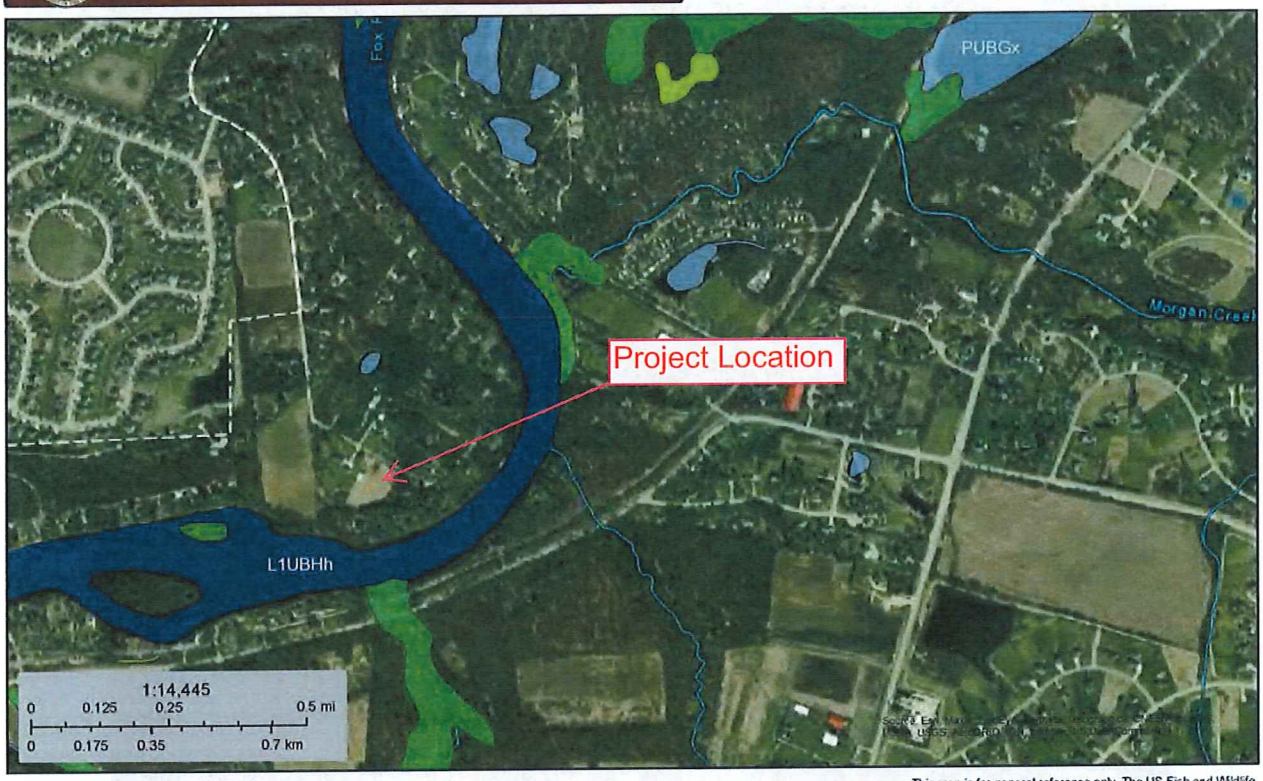
U.S. Fish and Wildlife Service

National Wetlands Inventory

55 Riverside Drive, Yorkville, IL



July 15, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Plotted: 7/16/2020 9:26:42 AM

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JOB NO.	555-20035-00	CHECKED:	PK
FIELD BOOK NO.:	N/A	APPROVED:	PK

55 RIVERSIDE DRIVE
YORKVILLE, IL
NWI MAP

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OF 9

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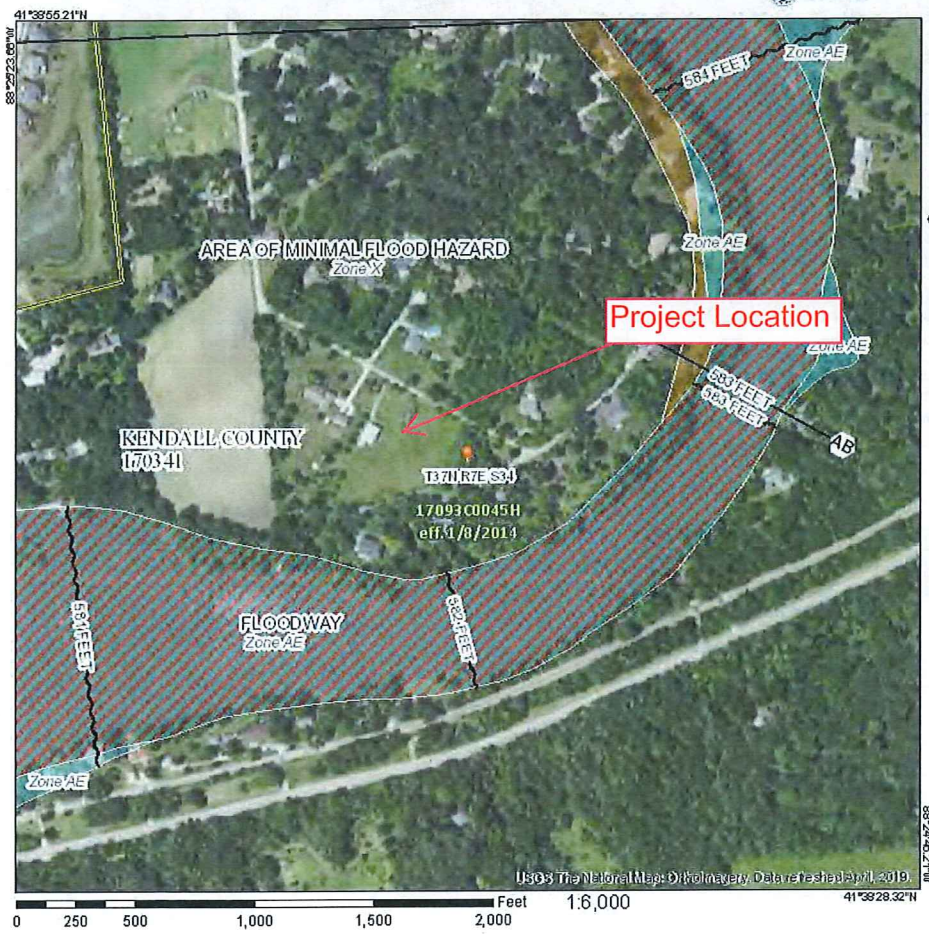
National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Effective LOMRs
  - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES
  - 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/4/2020 at 9:42:16 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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55 RIVERSIDE DRIVE
YORKVILLE, IL
FIRM

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SHT 3b
OF 9

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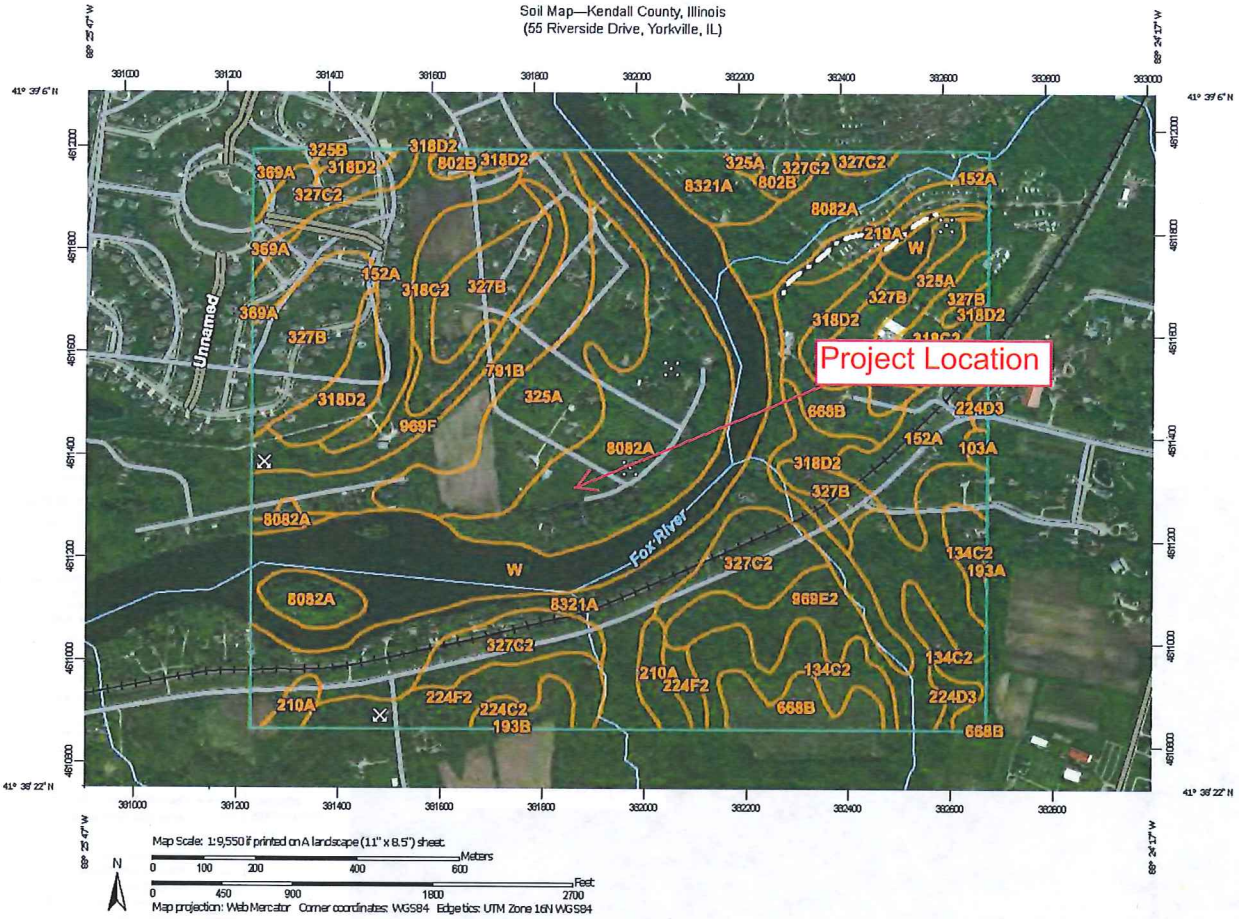
Soil Map—Kendall County, Illinois
(55 Riverside Drive, Yorkville, IL)

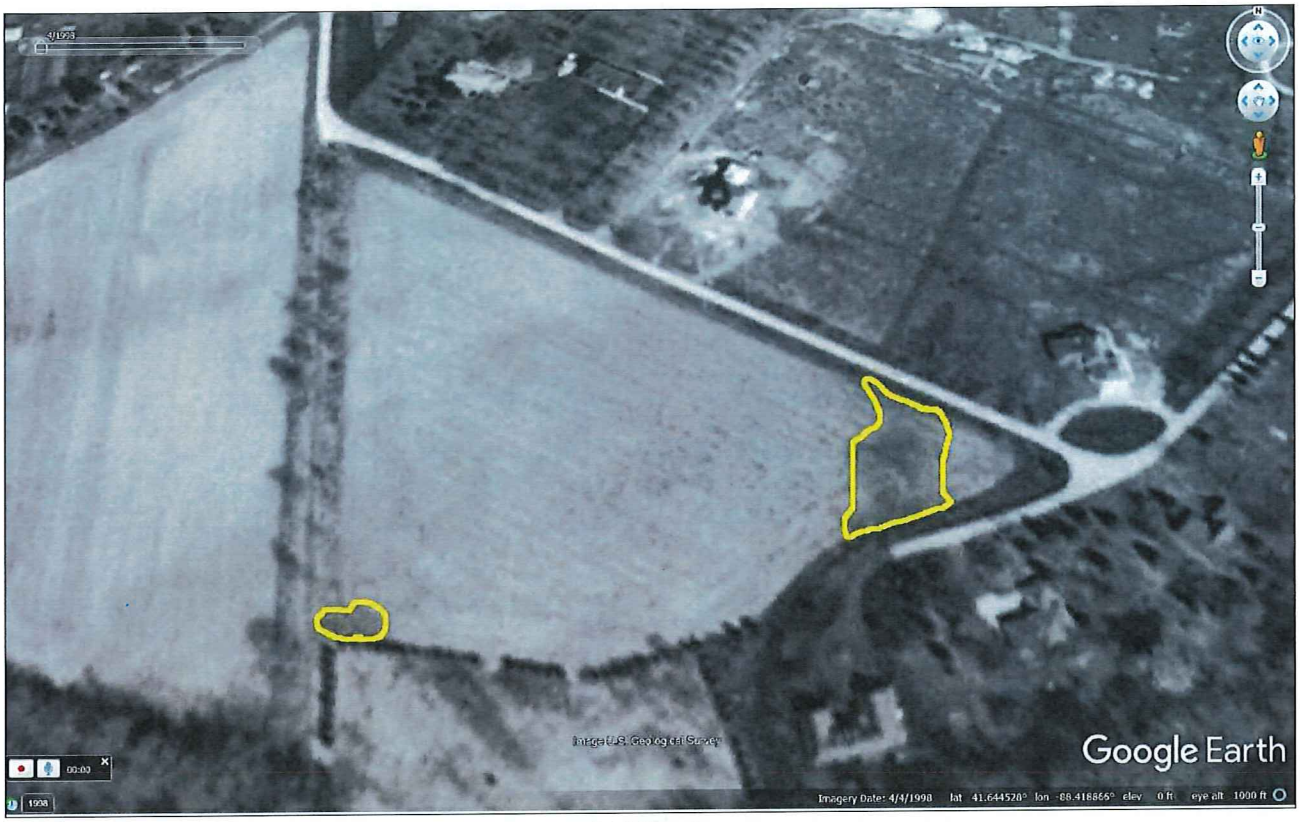


Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/15/2020
Page 1 of 4

Map Unit Symbol	Map Unit Name	Acres in AOI
8082A	Millington silt loam, 0 to 2 percent slopes, occasionally flooded	53.6
8321A	Du Page silt loam, 0 to 2 percent slopes, occasionally flooded	39.2
W	Water	45.9
Totals for Area of Interest		403.4



1998

2002

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55 RIVERSIDE DRIVE
YORKVILLE, IL

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SHT 5
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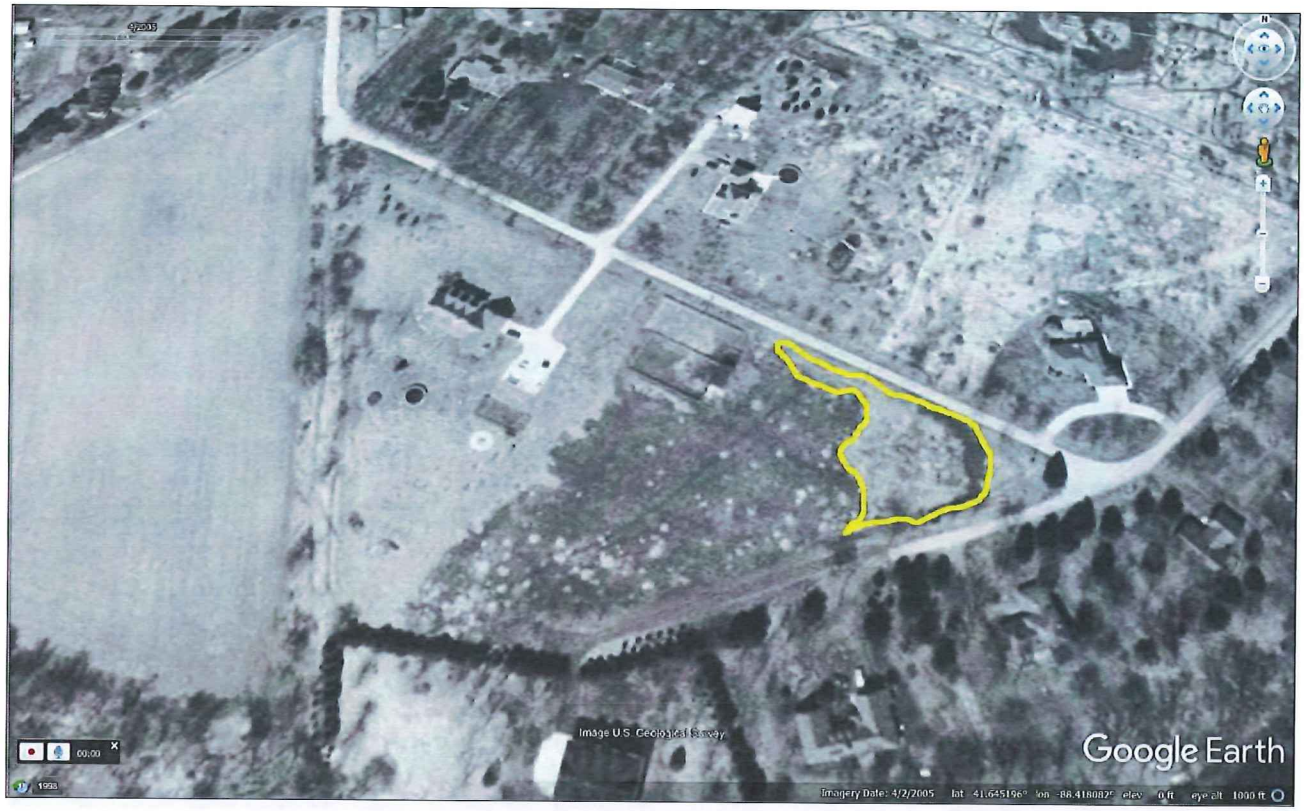

2005

2008

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FIELD BOOK NO.:	N/A	APPROVED:	PK

55 RIVERSIDE DRIVE
YORKVILLE, IL

SHT 5 OF 6 9

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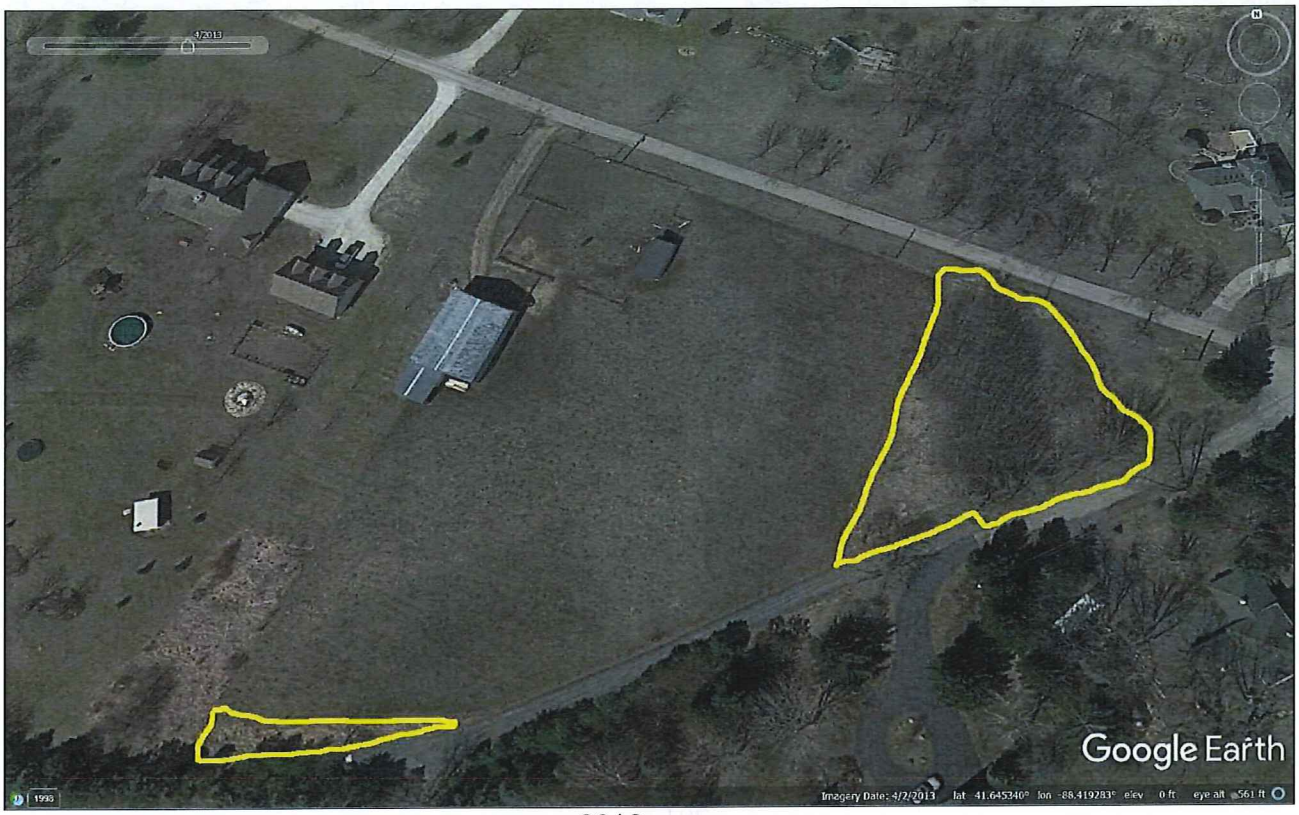
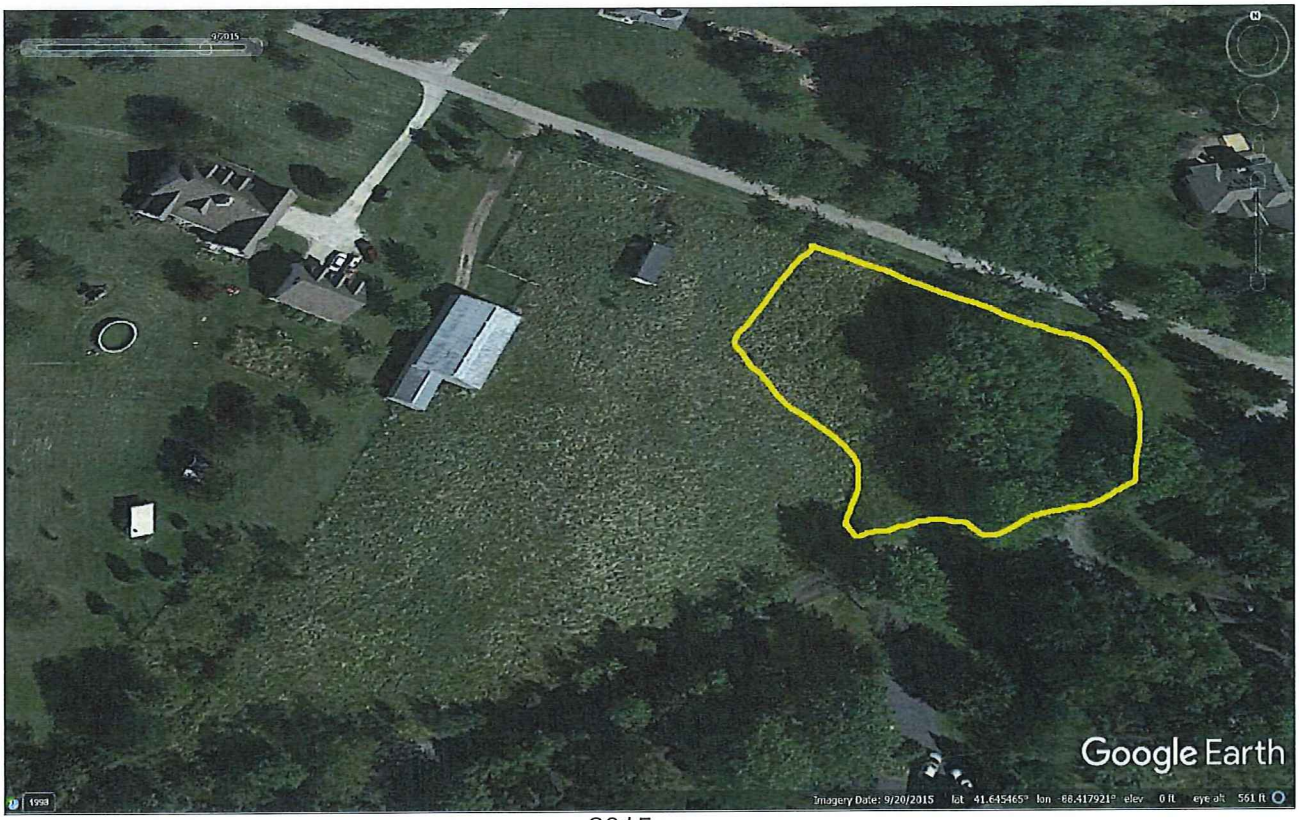


2013



2015

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55 RIVERSIDE DRIVE
YORKVILLE, IL

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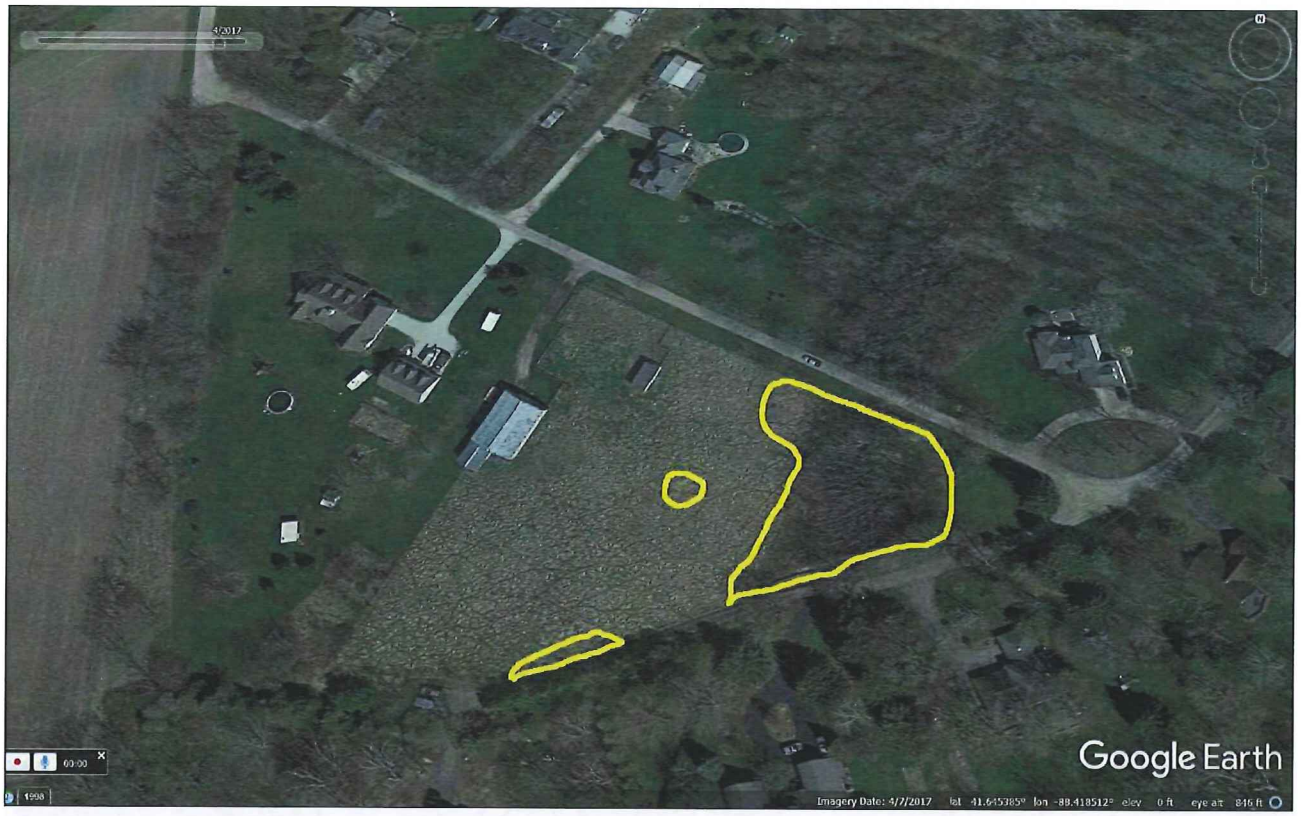

2017

2018

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55 RIVERSIDE DRIVE
YORKVILLE, IL

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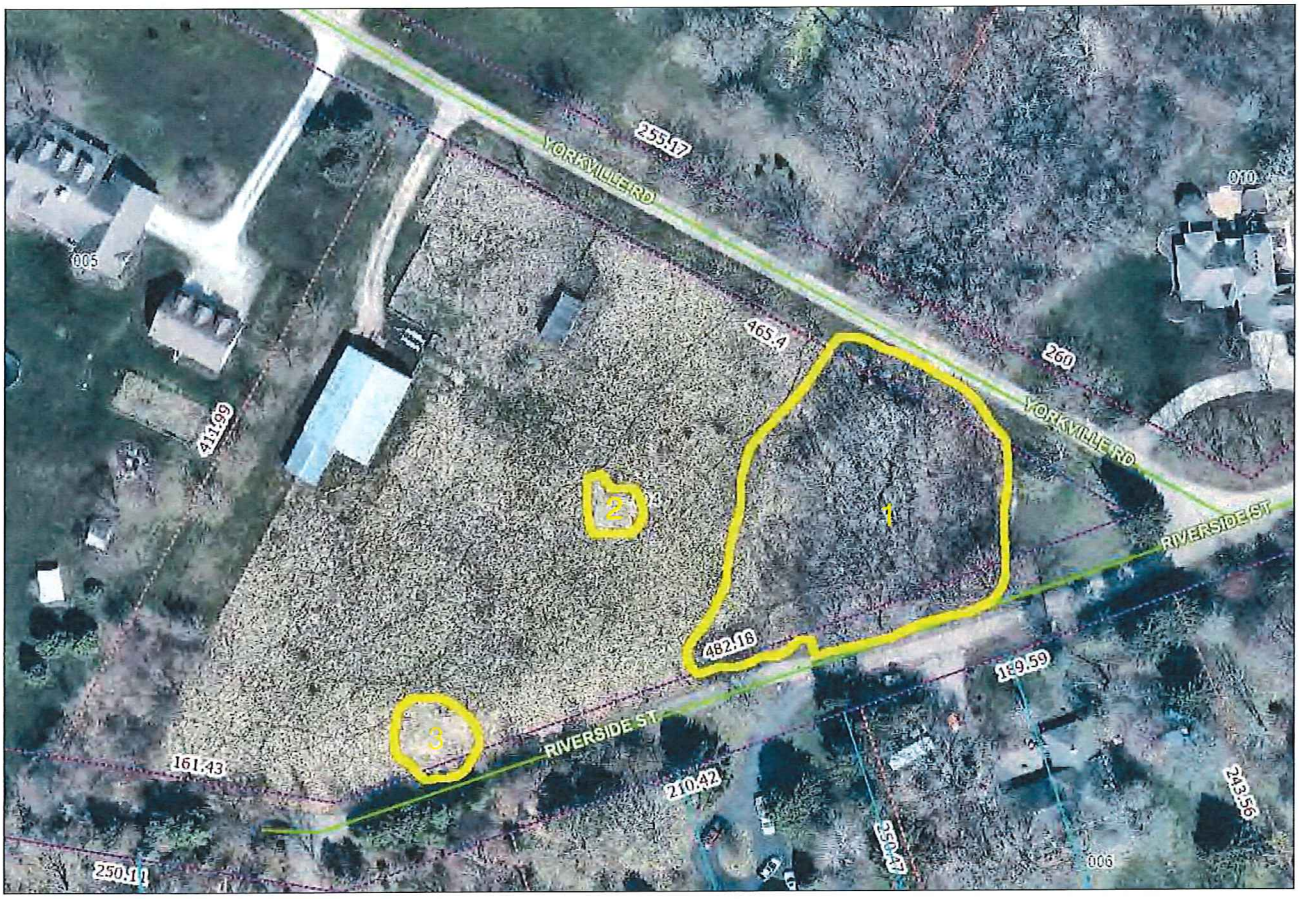


2019

Wetland Signatures

1 21,850 SF

2 550 SF

3 2,300 SF

Source: Kendall County GIS Parcel Viewer

APPENDIX A

USACE Midwest Regional Data Sheets

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: 55 Riverside Street | City/County: Yorkville/Kendall | Sampling Date: 07/01/2020

Applicant/Owner: Hinshaw & Culbertson, LLP | State: IL | Sampling Point: 1

Investigator(s): Patrick Kelsey Deuchler Engineering Corp. | Section, Township, Range: 34, T37N, R7E

Landform (hillslope, terrace, etc.): Floodplain | Local relief (concave, convex, none): none

Slope (%): 0-2% | Lat: | Long: | Datum: NADV 88

Soil Map Unit Name: Millington silt loam | NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)

Are Vegetation X, Soil X, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	Is the Sampled Area within a Wetland? Yes X No ____
Hydric Soil Present?	Yes X	No ____	
Wetland Hydrology Present?	Yes X	No ____	

Remarks:
Area has been recently filled in part.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 9.0 m2)	Absolute % Cover	Dominant Species?	Indicator Status
1. Acer saccharinum	30	x	FAC
2. Acer negundo	5		FACW
3.			
4.			
5.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 4.0 m2)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 1.0 m2)			
1. Carex cristatella	25	x	FACW
2. Cyperus esculentus	5		FACW
3. Echinochloa crus-galli	30	x	FACW
4. Juncus effusus	5		OBL
5.			
6.			
7.			
8.			
9.			
10.			
	= Total Cover		
Woody Vine Stratum (Plot size: ____)			
1.			
2.			
	= Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	65	x 2 =	130
FAC species	30	x 3 =	90
FACU species		x 4 =	
UPL species		x 5 =	
Column Totals:	100 (A)		215 (B)

Prevalence Index = B/A = 2.15

Hydrophytic Vegetation Indicators:

X 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: (Include photo numbers here or on a separate sheet.)
Vegetation is hydrophytic.

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	N2.5/0						sil	Saturated at 8 inches
18-24	10YR3/1						sicl	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Dark Surface (S7)
- ___ Iron-Manganese Masses (F12)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No _____

Remarks:

Soil is a Cumulic Endoaquoll. Soil is on the County hydric Soil List.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required: check all that apply)

- ___ Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes X No _____ Depth (inches): in channel

Water Table Present? Yes X No _____ Depth (inches): 8 inches

Saturation Present? (includes capillary fringe) Yes X No _____ Depth (inches): 8 inches

Wetland Hydrology Present? Yes X No _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

The hydrology criterion is met by water table depth, soil saturation, and one additional primary indicator.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: 55 Riverside Street | City/County: Yorkville/Kendall | Sampling Date: 07/01/2020

Applicant/Owner: Hinshaw & Culbertson, LLP | State: IL | Sampling Point: 1A

Investigator(s): Patrick Kelsey Deuchler Engineering Corp. | Section, Township, Range: 34, T37N, R7E

Landform (hillslope, terrace, etc.): Floodplain | Local relief (concave, convex, none): none

Slope (%): 0-2% | Lat: | Long: | Datum: NADV 88

Soil Map Unit Name: Millington silt loam | NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)

Are Vegetation X, Soil X, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	
Wetland Hydrology Present?	Yes X	No ____	

Remarks:
Area has been recently filled in part.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 9.0 m2)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Sapling/Shrub Stratum (Plot size: 4.0 m2)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		
Herb Stratum (Plot size: 1.0 m2)			
1. Bromus inermis	5		UPL
2. Digitaria sanguinalis	10		FACU
3. Festuca elatior	25	x	FACU
4. Hordeum jubatum	5		FAC
5. Lolium perrene	25	x	FACU
6. Plantago lanceolata	5		FACU
7. Poa pratensis	25	x	FAC
8.			
9.			
10.			
	= Total Cover		
Woody Vine Stratum (Plot size: ____)			
1.			
2.			
	= Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species		x 1 =	
FACW species		x 2 =	
FAC species	30	x 3 =	90
FACU species	65	x 4 =	260
UPL species	5	x 5 =	25
Column Totals:	100 (A)		375 (B)

Prevalence Index = B/A = 3.75

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ____ No X

Remarks: (Include photo numbers here or on a separate sheet.)
Hydrophytic vegetation criterion is not met

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-12	10YR 2/2						sil	
12-18	10YR5/4		10YR2/1	<2	MnO		cl	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Dark Surface (S7)
- ___ Iron-Manganese Masses (F12)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No X

Remarks:

Soil is not hydric.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No X Depth (inches): in channel

Water Table Present? Yes _____ No X Depth (inches): 8 inches

Saturation Present? (includes capillary fringe) Yes _____ No X Depth (inches): 8 inches

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Hydrology indicator is not met.

APPENDIX B

Floristic Quality Assessments

FLORISTIC QUALITY ASSESSMENT DATA POINT 1

SITE: 55 Riverside DP1
LOCALE:
BY: PDK
NOTES:

CONSERVATISM-BASED METRICS	
MEAN C (NATIVE SPECIES)	1.67
MEAN C (ALL SPECIES)	1.67
MEAN C (NATIVE TREES)	0.50
MEAN C (NATIVE SHRUBS)	n/a
MEAN C (NATIVE HERBACEOUS)	2.25
FQAI (NATIVE SPECIES)	4.08
FQAI (ALL SPECIES)	4.08
ADJUSTED FQAI	16.67
% C VALUE 0	0.50
% C VALUE 1-3	0.17
% C VALUE 4-6	0.33
% C VALUE 7-10	0.00

ADDITIONAL METRICS	
SPECIES RICHNESS (ALL)	6
SPECIES RICHNESS (NATIVE)	6
% NON-NATIVE	0.00
WET INDICATOR (ALL)	-1.00
WET INDICATOR (NATIVE)	-1.00
% HYDROPHYTE (MIDWEST)	1.00
% NATIVE PERENNIAL	0.83
% NATIVE ANNUAL	0.17
% ANNUAL	0.17
% PERENNIAL	0.83

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
aceneg	Acer negundo	Acer negundo var. violaceum	Ash-Leaf Maple		0 FAC	FAC	0	Tree	Perennial	Native
acesai	Acer saccharinum	Acer saccharinum	Silver Maple		1 FACW	FACW	-1	Tree	Perennial	Native
CXCRIS	Carex cristatella	Carex cristatella	Crested Sedge		4 FACW	FACW	-1	Sedge	Perennial	Native
cypesc	Cyperus esculentus	Cyperus esculentus	Chufa		0 FACW	FACW	-1	Sedge	Perennial	Native
echcru	Echinochloa crus-galli	Echinochloa crusgalli	Large Barnyard Grass		0 FACW	FAC	-1	Grass	Annual	Native
juneff	Juncus effusus ssp. solutus	Juncus effusus	Lamp Rush		5 OBL	OBL	-2	Forb	Perennial	Native

FLORISTIC QUALITY IASSESSMENT DATA POIT 1A

SITE: 55 Riverside DP1A
LOCALE:
BY: PDK
NOTES:

CONSERVATISM-BASED METRICS	
MEAN C (NATIVE SPECIES)	0.00
MEAN C (ALL SPECIES)	0.00
MEAN C (NATIVE TREES)	n/a
MEAN C (NATIVE SHRUBS)	n/a
MEAN C (NATIVE HERBACEOUS)	0.00
FQAI (NATIVE SPECIES)	0.00
FQAI (ALL SPECIES)	0.00
ADJUSTED FQAI	0.00
% C VALUE 0	1.00
% C VALUE 1-3	0.00
% C VALUE 4-6	0.00
% C VALUE 7-10	0.00

ADDITIONAL METRICS	
SPECIES RICHNESS (ALL)	7
SPECIES RICHNESS (NATIVE)	1
% NON-NATIVE	0.86
WET INDICATOR (ALL)	0.71
WET INDICATOR (NATIVE)	0.00
% HYDROPHYTE (MIDWEST)	0.29
% NATIVE PERENNIAL	0.14
% NATIVE ANNUAL	0.00
% ANNUAL	0.14
% PERENNIAL	0.86

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
broine	Bromus inermis	BROMUS INERMIS	Smooth Brome		0 FACU	UPL	1	Grass	Perennial	Adventive
digsan	Digitaria sanguinalis	DIGITARIA SANGUINALIS	Hairy Crab Grass		0 FACU	FACU	1	Grass	Annual	Adventive
horjub	Hordeum jubatum	HORDEUM JUBATUM	Fox-Tail Barley		0 FAC	FAC	0	Grass	Perennial	Native
LOLPER	Lolium perenne	LOLIUM PERENNE	Perennial Rye Grass		0 FACU	FACU	1	Grass	Perennial	Adventive
plalan	Plantago lanceolata	PLANTAGO LANCEOLATA	English Plantain		0 FACU	FACU	1	Forb	Perennial	Adventive
poapra	Poa pratensis	POA PRATENSIS	Kentucky Blue Grass		0 FAC	FACU	0	Grass	Perennial	Adventive
fesela	Schedonorus pratensis	FESTUCA ELATIOR	Meadow False Rye Grass		0 FACU	FACU	1	Grass	Perennial	Adventive

Matt Asselmeier

From: Greg Chismark <gchismark@wbkengineering.com>
Sent: Saturday, November 13, 2021 4:29 PM
To: Matt Asselmeier
Subject: RE: [External]RE: Unincorporated Kendall County

Yes, I have a comment.
The base flood elevation of the Fox River in proximity to this lot is 582. The County GIS contours indicates there is hydraulic connectivity from the Fox River to the property. The survey submitted shows elevations lower than 582 which documents floodplain exists on the property.
Unless the petitioner can provide a survey that depicts ground elevation at or above 582 between the lot and the Fox River, my opinion is that there is floodplain on the lot. Let me know if you need anything formal on this.
Greg

Greg Chismark, PE
President
Direct: (630) 338-8527| Main: (630) 443-7755
gchismark@wbkengineering.com

WBK Engineering, LLC
116 W. Main Street, Suite 201, St. Charles, IL 60174

Part of Bodwé Professional Services

From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Friday, November 12, 2021 8:49 AM
To: Greg Chismark <gchismark@wbkengineering.com>
Subject: RE: [External]RE: Unincorporated Kendall County

Greg:

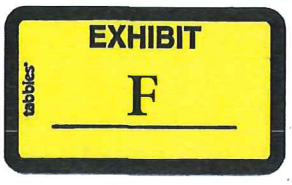
The owner of Lot 183 in Fox River Gardens is submitting an application to rezone the property R-3 in order to build 2 houses.

The Petitioner submitted the attached topographic survey and is claiming no floodplain and no BFE on the property.

Do you have any comments on this?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179



Attachment 6

Aerial for 02-34-130-004

Approximate floodplain area below 582'. Please see topographic survey for exact area.

N

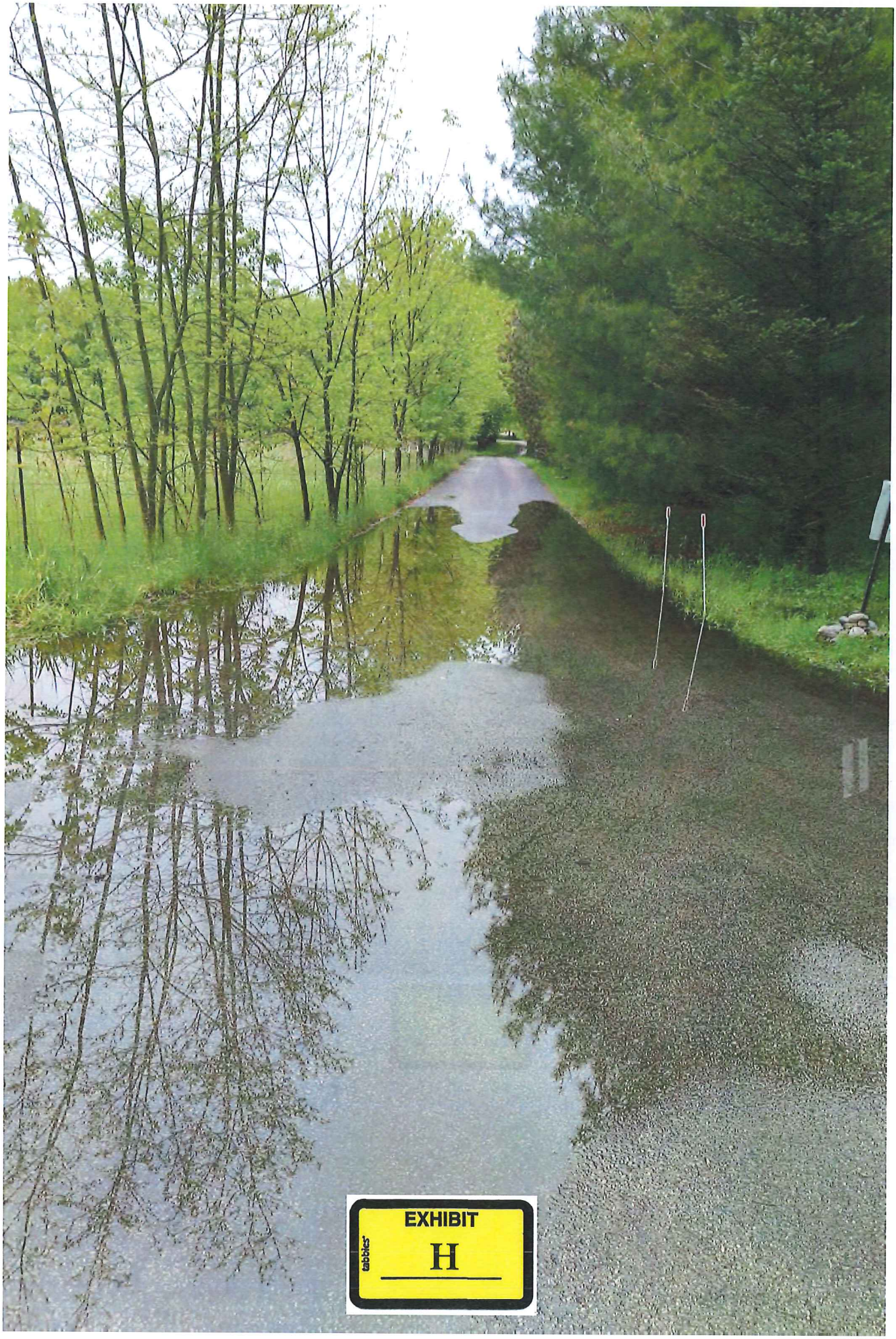
0 50 100 200

Feet

Kendall County GIS
111 West Fox Street - Room 308
Yorkville, Illinois 60560
630.553.4212

EXHIBIT

G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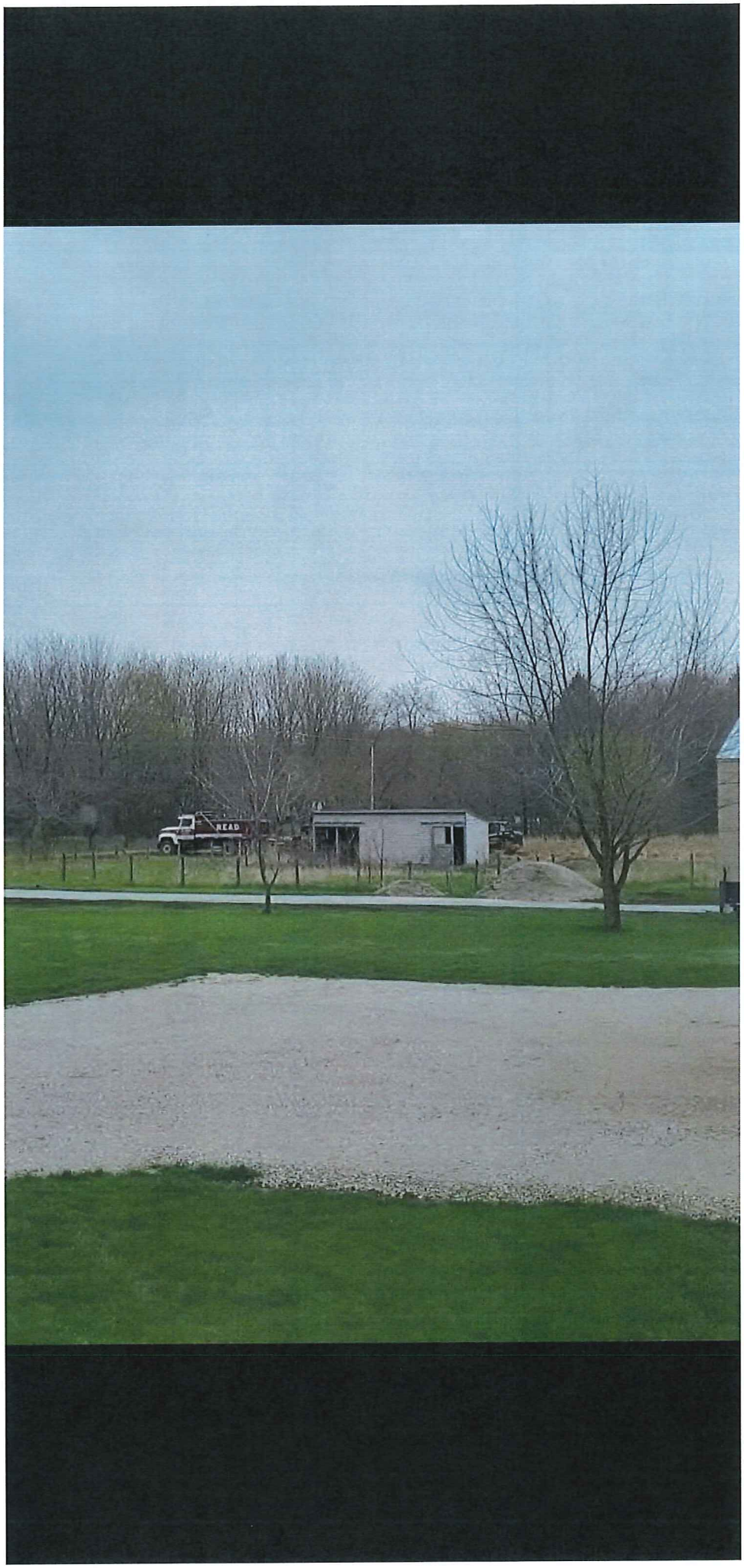
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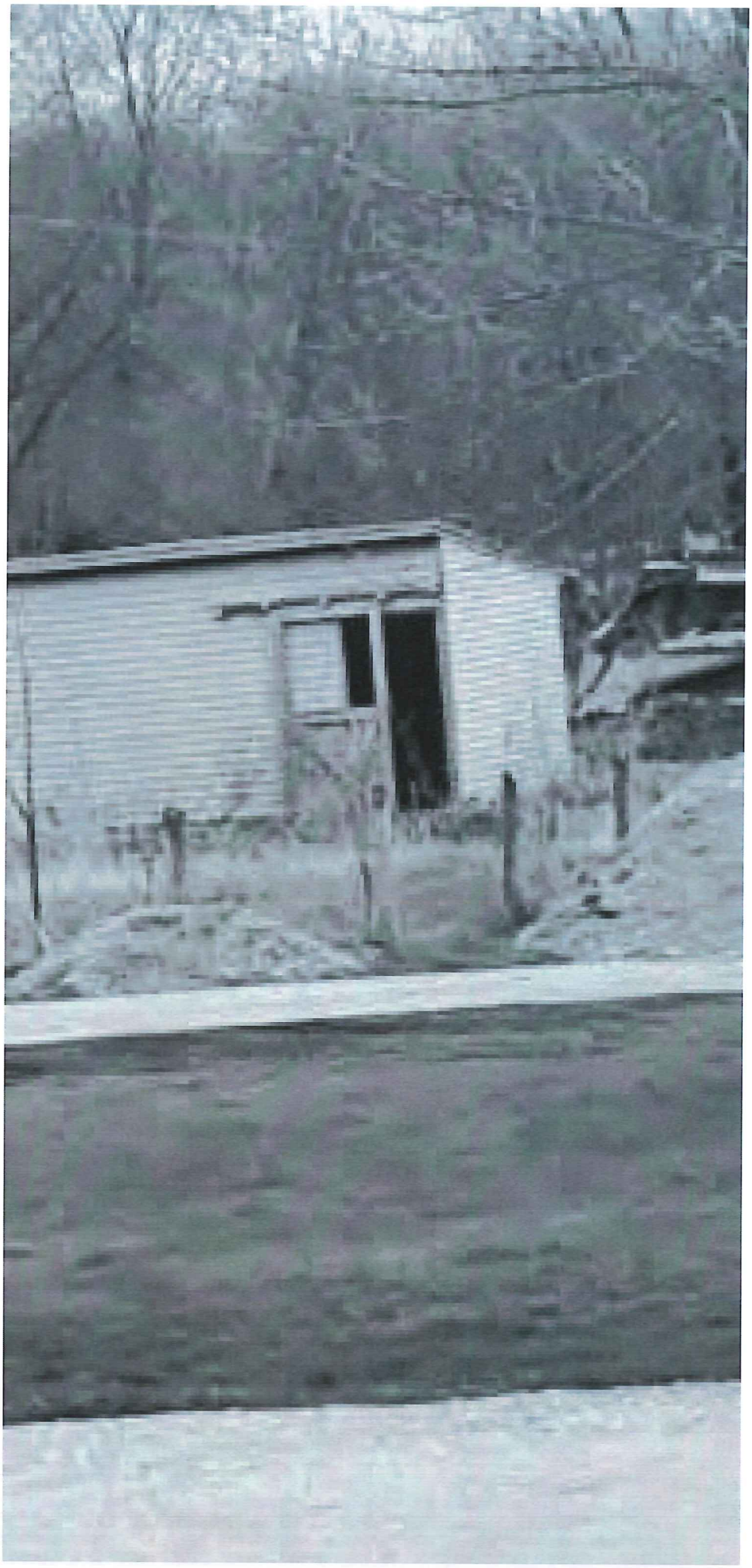

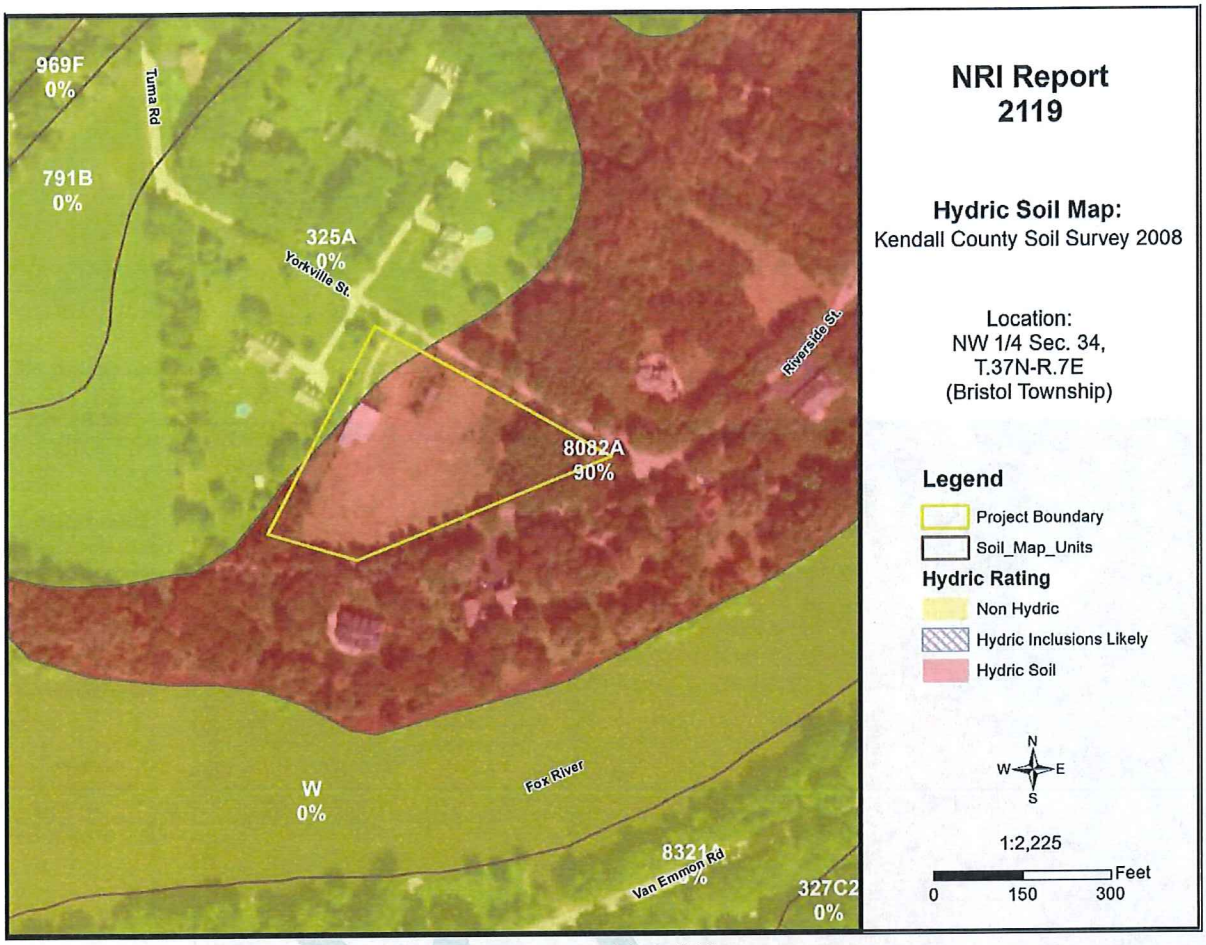

Figure 11: Hydric Soil Map

EXHIBIT
J

Figure 6B: Map of Building Limitations – Dwellings without Basements, Shallow Excavations, and Lawns/Landscaping

EXHIBIT
tabbies
K

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Purchasing Manger	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Economic Development Committee #3

Tracking Number

EDC 2022-07

Agenda Item Summary Memo

Title: TIF Inducement Resolution – Williams Group, LLC

Meeting and Date: City Council – January 11, 2022

Synopsis: Inducement Resolution for parcels within the TIF #1 Downtown TIF Redevelopment Project Area.

Council Action Previously Taken:

Date of Action: EDC – 01/04/22 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2022-07

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

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: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Kathleen Field-Orr, City Attorney
Date: December 29, 2021
Subject: **Williams Group, LLC – Downtown TIF #1 Inducement Resolution**
101,109 and 111 S. Bridge St. & 111, 119 and 201 W. Hydraulic Ave.

Summary

Requested approval of a Tax Increment Finance (TIF) inducement resolution in Downtown TIF #1 for eight (8) parcels, generally known as the Investor Tools property, located at the addresses listed in the table and illustrated on the map below. The parcels are currently under contract by Williams Group, LLC.

COMMON ADDRESS	PERMANENT INDEX NUMBER (PIN)
101 South Bridge Street	02-32-279-006
109 South Bridge Street	02-32-279-009
111 South Bridge Street	02-32-279-008
111 West Hydraulic Avenue	02-32-279-005 and 02-32-279-004
119 West Hydraulic Avenue	02-32-279-003 and 02-32-279-001
201 West Hydraulic Avenue	02-32-278-008

Background

The parcels are currently zoned within the B-3 General Business District and located within the Downtown Overlay District. The future land use designation for the parcels in the 2016 Comprehensive Plan Update is Downtown Mixed-Use Core (DMU) which is intended to encourage a mix of commercial, office and residential uses in both existing buildings and new construction.

While there are no immediate plans for redevelopment of the property, the owner would like reserve the ability to proceed in the future with any project and benefit from TIF assistance. In order to preserve the right to request future reimbursement of any eligible redevelopment project costs being incurred prior to the negotiation and approval of a Development Plan and a Redevelopment Agreement, State law mandates that the Corporate Authority acknowledge that a development plan is being undertaken in order to permit these expenses to be "potentially" reimbursable from future revenues received as a result of the approved plan and project.

As you are aware, this TIF inducement resolution makes no guarantee as to the amount or type of assistance to the owner, as these items will get negotiated with the City at a later date. Finally, the resolution specifically states that all undertakings by the City are contingent upon the City's approval of an agreement for the development of the property.

Recommendation

Staff recommends approval of the Williams Group, LLC TIF inducement resolution, as proposed.

Resolution No. 2022-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF CERTAIN PROPERTIES WITHIN THE YORKVILLE DOWNTOWN TAX INCREMENT REDEVELOPMENT PROJECT AREA

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "*Municipal Code*") (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the Mayor and City Council of the City (the "*Corporate Authorities*"), as authorized by the Municipal Code, undertook an eligibility study and report with respect to a redevelopment project and plan for a certain area; and, based on said report approved a redevelopment project and plan pursuant to Ordinance No. 2006-46 for said specific area designated by Ordinance No. 2006-47 as the Yorkville Downtown Redevelopment Project Area (the "*Downtown Project Area #1*") and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Downtown Project Area #1 by Ordinance No. 2006-48, adopted by the Corporate Authorities on June 13, 2006, pursuant to the *Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1, *et seq*., (the "*TIF Act*"); and,

WHEREAS, the City had been informed by the Williams Group, LLC, an Illinois limited liability company (the "*Developer*") that it has submitted an offer to acquire certain properties within the Downtown Project Area #1, as listed on *Exhibit A* attached hereto and made a part hereof (the "*Subject Properties*"), and, upon acquisition, to redevelop the Subject Properties for residential and commercial uses (the "*Project*"); and,

WHEREAS, the Developer has advised the City that it will not be able to proceed with the Project without financial assistance from the City for certain extraordinary "Redevelopment Project Costs" as defined by the TIF Act incurred in connection with the Project; and,

WHEREAS, the Developer would like to incur certain costs in connection with the future redevelopment of the Properties prior to the approval of any ordinance authorizing the execution of a redevelopment agreement with the City, wherein reimbursement for such costs may be considered subject to certain conditions; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment of the Properties that may be considered Redevelopment Project Costs, prior to approval of any ordinance authorizing the execution of a redevelopment agreement with the City, subject to the condition set forth in Section 3 of this Resolution.

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 above recitals are incorporated herein and made a part hereof.

Section 2. That the City Council may consider expenditures that are Redevelopment Project Costs, in connection with the redevelopment of the Properties incurred prior to the approval and execution of a redevelopment agreement to be expenditures that are eligible for reimbursement through the TIF Act, provided that such costs constitute "redevelopment project costs" as defined by the TIF Act; and, that the redevelopment of the Properties shall be in furtherance of the redevelopment project and plan for the overall Project Area.

Section 3. That all undertakings of the City set forth in this Resolution are specifically contingent upon the City approving and executing a redevelopment agreement with the Developer which provides for the development or redevelopment of the Properties in accordance with the terms and conditions to be negotiated by the parties.

Section 4. That any financial assistance rendered to the Developer by the City shall be contingent upon the authority, restrictions, terms and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

Exhibit A

Subject Properties

101 S Bridge St (02-32-279-006)
109 S Bridge St (02-32-279-009)
111 S Bridge St (02-32-279-008)
111 W Hydraulic Ave (02-32-279-005 and 02-32-279-004)
119 W Hydraulic Ave (02-32-279-003 and 02-32-279-001)
201 W Hydraulic Ave (02-32-278-008)

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Economic Development Committee #4

Tracking Number

EDC 2022-06

Agenda Item Summary Memo

Title: Economic Development Consultant Contract

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: EDC – 01/04/22 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2022-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Economic Development Consultant contract – follow up

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Summary

Review of supplemental payments made to the City's economic development consultant, as it relates to the structure of the contract.

Background

This item was last discussed at the January EDC meeting, when the committee reviewed the economic development consultant contract in full. During the discussion related to the current contract's minimum hours plus supplemental hourly charge format, Alderman Funkhouser expressed interest in looking at a true fixed-fee contract. As in, the contract value would be set at a specific dollar amount and no overages would be paid for additional work performed. We have run the history of supplemental payments to the consultant since FY 2017; those amounts are paid out quarterly, based on a true up of actual hours worked. The average annual supplemental payment is around $48,000, ranging between a low of $33,000 in FY 18 and a high of $66,000 in FY 21. Again, these amounts are paid out quarterly, so the average quarterly pay out is somewhere around $12,000.

Recommendation

The Mayor and I spoke about this concept after the EDC meeting. We both prefer the format of the contract not be set up in a way that would disincentivize work on a project. While we both do not expect that the consultant would ever shortchange an important project under a fixed fee model, we would prefer the incentives not be aligned in that manner. We feel it's fair to the City and most fair to the consultant to be paid for work performed in the current format, which allows us to review the work product and time spent on a quarterly basis.

Memorandum

To: Economic Development Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: January 4, 2022
Subject: Economic Development Consultant Contract

Summary

Consideration of a renewal of the City's Economic Development Consultant's contract.

Background

This item was last discussed by the City Council in November 2018. At that time, the City approved an economic development consultant contract with DLK, LLC (Lynn Dubajic) for a three-year term, which expired December 31, 2021.

Lynn has submitted an extension contract for another three-year term. She has proposed the same terms as the last contract. Included within the proposed contract is the current minimum of 15 hours per week and a 30-day termination clause for either party.

The proposed hourly rate will increase $1 per hour each calendar year of the contract. The hourly rate of $145.00 has not changed since 2015. The proposed rate is $148.00 per hour in calendar year 2022 (2.1% increase), $149.00 per hour in calendar year 2023 (.68% increase), and $150.00 per hour in calendar year 2024 (.67% increase). Again, Lynn's rate has not changed since 2015. Her service is impeccable, and she is well versed in the economic climate of Yorkville.

Recommendation

Given Lynn's success in attracting new businesses, serving as the City's representative while interfacing with existing businesses, and her vast knowledge of Yorkville, staff recommends approval of the contract.

ECONOMIC CONSULTANT'S AGREEMENT

This Economic Consultant's Agreement ("Agreement") is dated this ~~_____~~11th day of ~~November~~January, ~~2018~~2022, between United City of Yorkville (City) and DLK, LLC of Yorkville, Illinois ("Consultant"). City agrees to retain the services of Consultant to fill the position and perform the duties described below. Consultant agrees to furnish the City the services for the Term and under the conditions set forth in this Agreement. It is expressly understood that Consultant is an Economic Consultant and not an employee.

A. Position:

The following agreement describes the contractual services to be provided by Consultant for the City performing the services of Economic Development Consultant.

Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise create any obligation, expressed or implied, on behalf of the City, unless expressly authorized by the Mayor. Consultant agrees to obtain, at her own expense all materials necessary to perform her duties and provide the services required under this Agreement. Any documents made available to Consultant in order to perform services under this Agreement shall be kept confidential and returned to the City upon the termination of the Agreement.

B. Scope of Work:

Consultant shall perform the following services:

1. Perform the duties of Economic Development Consultant for the City including attracting new businesses to the City, attending meetings and conferences on economic development, perform, preparing and presenting economic and community development plans, programs and services.
2. This position is responsible for working closely with the Community Development Consultant and other City staff in promoting the business and economic development interests within the City. This position will include working with all departments in providing guidance to individuals and companies to establish, relocate or expand their businesses within the City. The position will include assistance in the planning and coordination of City development projects, assisting business and residential applications with local and State permitting processes and providing research for City sponsored programs.
3. The Consultant shall not work for another municipality during the term of this Agreement.
4. This position reports directly to the City Administrator.

C. Services to be provided

1. Directs economic development initiatives to achieve the goals and objectives for economic development,

2. Provides assistance in the development of short and long term economic development plans, as well as the gathering of information and preparation of studies, reports and recommendations to achieve such goals,
3. Provides professional economic development advice, assist in the application and permitting process and serve as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances and goals as established by the City,
4. Works closely with the City staff to identify areas of concern in the promotion of business location and expansion within the City,
5. Maintains a liaison with various local, State and Federal agencies to coordinate projects with those agencies,
6. Provides information on economic development issues, programs, services and plans,
7. Becomes familiar with the existing inventory of available buildings and business and residential development sites within the City,
8. Provide the City with a monthly report of all activities, contacts, services, meetings and conferences attended.

Consultant is to perform the above services as the City's Economic Development Consultant for not less than fifteen (15) hours per week.

D. Materials:

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E. Term:

The term of this Agreement shall begin on January 1, ~~2019~~ 2022 and shall terminate on December 31, ~~2021~~2024.

F. **Fees:**

For the services provided by Consultant under this Agreement for the term of this Agreement, the City agrees to pay Consultant $~~145~~148.00 per hour in calendar year 2022, $149.00 per hour in calendar year 2023, and $150.00 per hour in calendar year 2024. Consultant will be responsible for all expenses incurred while performing services under this Agreement including travel expenses except for out of State travel which shall be reimbursed by the City. For in-state and out-of-state conferences and seminars where the City directs Consultant to attend on the City's behalf, the City shall pay the conference or seminar registration fees.

The Consultant will invoice the City on a monthly basis for all work performed during the preceding month. Each invoice shall provide an itemization of the time of all work performed. Invoices shall be paid by the City within thirty (30) days of receipt. Within ten (10) days of the close of each calendar quarter during the term of this Agreement the time worked by the Consultant during the prior three (3) months will be reviewed and in the event the Consultant worked more than fifteen (15) hours per week, the City agrees to compensate the Consultant for the work performed in excess of fifteen (15) hours per week at the applicable per hour rate ~~of~~

~~$145.00 per hour~~. If the Consultant works less than fifteen (15) hours per week, the time must be made up within the following calendar quarter.

The City will not pay or withhold federal, state, or local income or payroll tax on behalf of Consultant. As an Economic Consultant, Consultant is responsible for paying all taxes and waives all rights to any employee benefits offered by the City or any other entity affiliated with the City to its employees. In the event taxes are assessed against the City arising out of any money paid to Consultant, Consultant agrees to assume all responsibility for the payment of such taxes and to indemnify and hold harmless the City for any such tax liabilities, including penalties.

G. Insurance:

The City will not obtain worker's compensation insurance or other insurance coverage of any kind for or on behalf of Consultant.

H. Liability:

Each party agrees to be responsible for its own actions and activities, including the negligence of its employees or agents. It is understood and agreed that neither party shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

I. Termination:

Either party may terminate this Agreement immediately for breach. If the City terminates this Agreement for a breach, no compensation or expenses shall be paid by the City to Consultant, under the terms of this Agreement, beyond the date of termination. Additionally, either party may terminate this Agreement upon presentation of written notice of intent to terminate with at least one (1) month's written notice to the other. In such event Consultant shall be obligated to continue to provide services until the one (1) month's notice period has expired and the City shall be obligated to pay compensation until the one (1) month's' notice period has expired.

J. Choice of Law:

This Agreement shall at all times be governed by and construed in accordance with the laws of the State of Illinois.

K. Saving Clause:

If any provision of this Agreement is declared invalid or unenforceable under applicable law, such provision shall be deemed severed from the Agreement and all other provisions of this Agreement shall remain in full force and effect.

L. Entire Agreement:

This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the parties. This Agreement may be amended, modified or supplemented only by a written instrument executed by both parties.

Signed:

_____ _____

Consultant Date

_____ _____

Mayor Date

Attest: _____

City Clerk

ECONOMIC CONSULTANT'S AGREEMENT

This Economic Consultant's Agreement ("Agreement") is dated this 11th day of January, 2022, between United City of Yorkville (City) and DLK, LLC of Yorkville, Illinois ("Consultant"). City agrees to retain the services of Consultant to fill the position and perform the duties described below. Consultant agrees to furnish the City the services for the Term and under the conditions set forth in this Agreement. It is expressly understood that Consultant is an Economic Consultant and not an employee.

A. Position:

The following agreement describes the contractual services to be provided by Consultant for the City performing the services of Economic Development Consultant.

Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise create any obligation, expressed or implied, on behalf of the City, unless expressly authorized by the Mayor. Consultant agrees to obtain, at her own expense all materials necessary to perform her duties and provide the services required under this Agreement. Any documents made available to Consultant in order to perform services under this Agreement shall be kept confidential and returned to the City upon the termination of the Agreement.

B. Scope of Work:

Consultant shall perform the following services:

1. Perform the duties of Economic Development Consultant for the City including attracting new businesses to the City, attending meetings and conferences on economic development, perform, preparing and presenting economic and community development plans, programs and services.
2. This position is responsible for working closely with the Community Development Consultant and other City staff in promoting the business and economic development interests within the City. This position will include working with all departments in providing guidance to individuals and companies to establish, relocate or expand their businesses within the City. The position will include assistance in the planning and coordination of City development projects, assisting business and residential applications with local and State permitting processes and providing research for City sponsored programs.
3. The Consultant shall not work for another municipality during the term of this Agreement.
4. This position reports directly to the City Administrator.

C. Services to be provided

1. Directs economic development initiatives to achieve the goals and objectives for economic development,

2. Provides assistance in the development of short and long term economic development plans, as well as the gathering of information and preparation of studies, reports and recommendations to achieve such goals,
3. Provides professional economic development advice, assist in the application and permitting process and serve as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances and goals as established by the City,
4. Works closely with the City staff to identify areas of concern in the promotion of business location and expansion within the City,
5. Maintains a liaison with various local, State and Federal agencies to coordinate projects with those agencies,
6. Provides information on economic development issues, programs, services and plans,
7. Becomes familiar with the existing inventory of available buildings and business and residential development sites within the City,
8. Provide the City with a monthly report of all activities, contacts, services, meetings and conferences attended.

Consultant is to perform the above services as the City's Economic Development Consultant for not less than fifteen (15) hours per week.

D. Materials:

Consultant will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E. Term:

The term of this Agreement shall begin on January 1, 2022 and shall terminate on December 31, 2024.

F. **Fees:**

For the services provided by Consultant under this Agreement for the term of this Agreement, the City agrees to pay Consultant $148.00 per hour in calendar year 2022, $149.00 per hour in calendar year 2023, and $150.00 per hour in calendar year 2024. Consultant will be responsible for all expenses incurred while performing services under this Agreement including travel expenses except for out of State travel which shall be reimbursed by the City. For in-state and out-of-state conferences and seminars where the City directs Consultant to attend on the City's behalf, the City shall pay the conference or seminar registration fees.

The Consultant will invoice the City on a monthly basis for all work performed during the preceding month. Each invoice shall provide an itemization of the time of all work performed. Invoices shall be paid by the City within thirty (30) days of receipt. Within ten (10) days of the close of each calendar quarter during the term of this Agreement the time worked by the Consultant during the prior three (3) months will be reviewed and in the event the Consultant worked more than fifteen (15) hours per week, the City agrees to compensate the Consultant for the work performed in excess of fifteen (15) hours per week at the applicable per hour rate. If

the Consultant works less than fifteen (15) hours per week, the time must be made up within the following calendar quarter.

The City will not pay or withhold federal, state, or local income or payroll tax on behalf of Consultant. As an Economic Consultant, Consultant is responsible for paying all taxes and waives all rights to any employee benefits offered by the City or any other entity affiliated with the City to its employees. In the event taxes are assessed against the City arising out of any money paid to Consultant, Consultant agrees to assume all responsibility for the payment of such taxes and to indemnify and hold harmless the City for any such tax liabilities, including penalties.

G. Insurance:

The City will not obtain worker's compensation insurance or other insurance coverage of any kind for or on behalf of Consultant.

H. Liability:

Each party agrees to be responsible for its own actions and activities, including the negligence of its employees or agents. It is understood and agreed that neither party shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

I. Termination:

Either party may terminate this Agreement immediately for breach. If the City terminates this Agreement for a breach, no compensation or expenses shall be paid by the City to Consultant, under the terms of this Agreement, beyond the date of termination. Additionally, either party may terminate this Agreement upon presentation of written notice of intent to terminate with at least one (1) month's written notice to the other. In such event Consultant shall be obligated to continue to provide services until the one (1) month's notice period has expired and the City shall be obligated to pay compensation until the one (1) month's' notice period has expired.

J. Choice of Law:

This Agreement shall at all times be governed by and construed in accordance with the laws of the State of Illinois.

K. Saving Clause:

If any provision of this Agreement is declared invalid or unenforceable under applicable law, such provision shall be deemed severed from the Agreement and all other provisions of this Agreement shall remain in full force and effect.

L. Entire Agreement:

This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the parties. This Agreement may be amended, modified or supplemented only by a written instrument executed by both parties.

Signed:

_____ _____

Consultant Date

_____ _____

Mayor Date

Attest: _____

City Clerk

Resolution No. 2022- ____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN ECONOMIC DEVELOPMENT CONSULTANT'S AGREEMENT

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 desires to enter into an Economic Development Consultant's Agreement with DLK, LLC of Yorkville, Illinois ("Consultant").

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 Economic Consultant's Agreement, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

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 _____, 2022.

_____
CITY CLERK

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2022.

_____
MAYOR

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2021-57

Agenda Item Summary Memo

Title: Sales Tax Performance and Budget Projections

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 12/15/21 Action Taken: Moved forward to City Council agenda

Item Number: ADM 2021-57

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: December 9, 2021
Subject: Sales Tax Performance & Budget Projections

Summary

A review of the City's historical municipal and non-home rules sales tax performance and revised budget projections for the current (FY 22) and subsequent (FY 23) fiscal years.

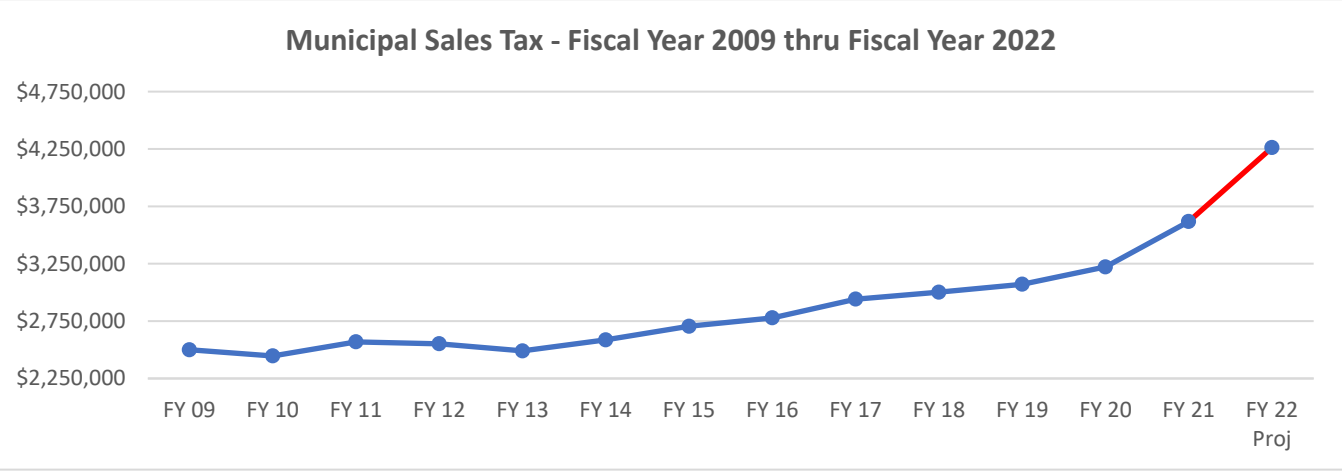
Background

Excluding the three business districts, the total general merchandise sales tax rate for the United City of Yorkville is 8.25%, which is broken down between various units of local government as follows:

- 5% - State of Illinois sales tax rate
- **1% - Yorkville - municipal sales tax rate**
- **1% - Yorkville – non-home rule (NHR) sales tax rate**
- 1% - Kendall County – public safety sales tax rate
- 0.25% - Kendall County sales tax rate

The City's sales tax rate on qualifying food, drugs and medical appliances is 1%, a 100% of which goes to the City as municipal sales tax (qualifying food, drugs and medical appliances are exempt from non-home rule sales tax). Combined sales taxes are the largest source of revenue for the General Fund, accounting for 32% of total revenues for the FYE 2021 (18% - municipal sale / 14% NHR sales).

Municipal Sales Tax



As indicated by the graph above, pre-pandemic municipal sales tax revenues steadily increased by an annualized average of around 2% between FY 09 and FY 19. In FY 20, annual sales tax increased by ~5%, as this revenue stream was bolstered by sharp increases in consumer sales in the waning months of the fiscal year stemming from the onset of the COVID-19 pandemic.

Municipal Sales Taxes

Fiscal Year	Fiscal Year Actual	% Change
2009	$ 2,499,754	-
2010	2,446,099	-2.15%
2011	2,569,233	5.03%
2012	2,552,483	-0.65%
2013	2,490,503	-2.43%
2014	2,586,460	3.85%
2015	2,704,651	4.57%
2016	2,778,116	2.72%
2017	2,940,976	5.86%
2018	3,002,133	2.08%
2019	3,070,663	2.28%
2020	3,222,256	4.94%
2021	3,617,361	12.26%
2022 Proj	4,262,241	17.83%

Sales taxes were particularly vigorous during the latter half of FY 21, due to the resiliency of the local economy, pent up demand from the ongoing COVID-19 pandemic and statutory changes regarding how sales tax proceeds are sourced. In the past, tax revenues from products purchased on the internet that were used or consumed in Illinois, were distributed to municipalities on a per-capita basis (i.e., local use tax). With the new sourcing law that went into effect July 1, 2020, most on-line retailers are now required to collect both State and locally imposed sales taxes on products being used or consumed within Yorkville. The effect of these statutory changes, in combination with other local and macro-economic factors, resulted in the City experiencing unprecedented increases over the course of FY 21, as sales tax proceeds increased by over 12% ($395,105).

As we moved into FY 22 sales taxes have continued their upward trajectory, as fiscal year-to-date (FYTD) proceeds from July through November 2021 (April thru August 2021 consumer sales) totaled $1,885,776; an increase of $428,399 (29%) in comparison to that same time frame last year. Assuming an average 10% growth rate over the remaining months of FY 22, this would yield a projected amount of $4.26M, which is up 18% over FY 21 amounts.

Fiscal Year	Fiscal Year Actual	Fiscal Year Projected	$ Over (Under) Projected	% Over (Under)	Fiscal Year Budget	$ Over (Under) Budget	% of Budget
2017	$ 2,940,976	$ 2,925,000	$ 15,976	0.55%	$ 2,800,920	$ 140,056	105.00%
2018	3,002,133	2,965,000	37,133	1.25%	3,012,750	(10,617)	99.65%
2019	3,070,663	3,090,000	(19,337)	-0.63%	3,009,475	61,188	102.03%
2020	3,222,256	3,220,000	2,256	0.07%	3,151,800	70,456	102.24%
2021	3,617,361	3,512,263	105,098	2.99%	3,284,400	332,961	110.14%
2022	4,262,241	4,262,241	-	-	3,582,508	679,733	118.97%

The above table compares actual sales tax figures to budgeted (light gray shading) and projected amounts, as reflected in each year's respective budget documents (dark grey). In the pre-pandemic era (FY 17 thru FY 19) projected sales tax amounts were fairly precise, only deviating between +/-1% when compared to actual amounts. The same held true for FY 20, as projected amounts were off a nominal .07% from actual.

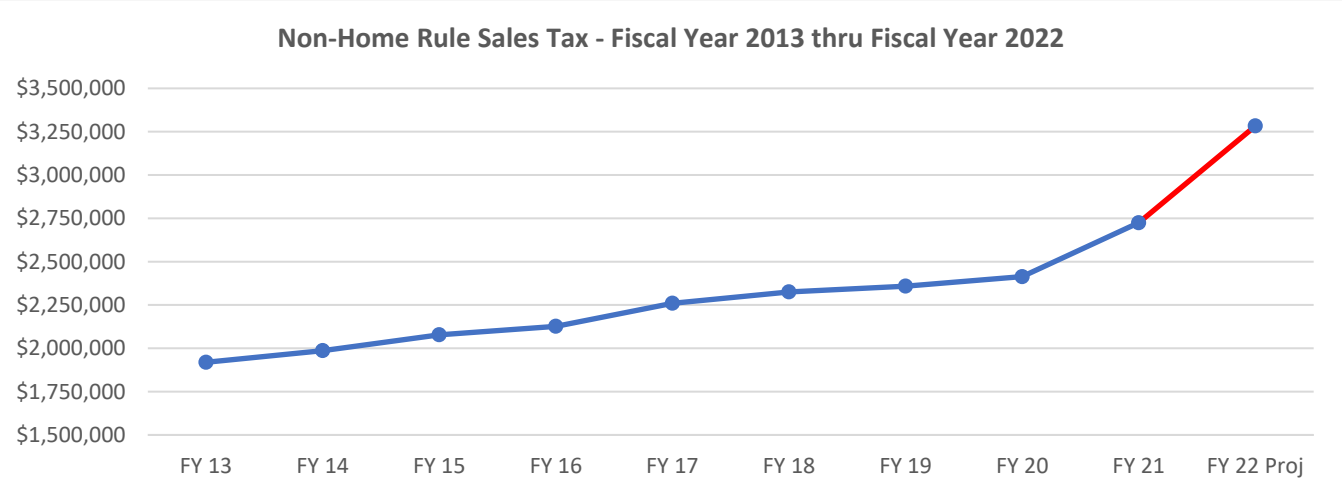
However, in FY 21, as sales tax began its meteoric rise, this revenue stream became more erratic and difficult to project. As a result, when crafting the FY 22 budget last February, staff projected a 9% increase (which is more than three times the City's historical norm) in sales tax for the FY 21 projected number ($3.51M) based on the information available at that time. This number served as the base in which FY 22 budgeted sales tax was projected – which was increased by an estimated 2% (pursuant to the City's past practice of conservatively projecting sales tax growth in conjunction with all the systemic risk currently in the economy due to the ongoing pandemic) – yielding a budget number of $3,582,508. Happily, sales tax actually increased by 12% for the FYE 21; however, this unfortunately left the FY 22 budgeted number artificially low.

In response, staff has projected out a revised FY 22 sales tax number of $4.26M – which assumes an average growth rate of 10% for sales tax proceeds to be received in the months of December 21 thru June 22 (September 21 thru April 22 consumer sales).

Additionally, staff would recommend that any sales taxes received in excess of that amount be transferred to the (24) Building & Grounds and/or (23) City-Wide Capital Funds to aid in the financing of the 651 Prairie Point building renovation and/or other roadway related capital projects. Unless, directed otherwise, these revisions will be reflected in the upcoming FY 23 budget draft.

Account Number	Description	FY 2021 Actual	FY 2022 Budget	**FY 2022 Projected**	% of Budget	% Inc (Dec) over FY 21
01-000-40-00-4030	Municipal Sales Tax	$ 3,617,361	$ 3,582,508	**$ 4,262,241**	119%	18%

Non-Home Rule (NHR) Sales Tax



Non-Home Rule (NHR) sales tax was voted into existence via referendum and was implemented on January 1, 2012, as a funding mechanism for the 2011 Refunding Bond. Similar to the sales tax graph presented earlier, pre-pandemic non-home rule sales tax revenues steadily increased by an annual average of around 3.5% between FY 14 and FY 19. In FY 20, annual NHR sales tax growth was muted a bit, only increasing by about 2%, as this revenue stream was negatively effected by the onset of the COVID-19 pandemic, as consumer purchases focused more on food and other related household items, which are exempt from NHR sales.

Non-Home Rule Sales Taxes

Fiscal Year	Fiscal Year Actual	% Change
FY 13	$ 1,919,423	-
FY 14	1,986,566	3.50%
FY 15	2,078,061	4.61%
FY 16	2,126,851	2.35%
FY 17	2,259,787	6.25%
FY 18	2,325,623	2.91%
FY 19	2,358,568	1.42%
FY 20	2,413,689	2.34%
FY 21	2,724,628	12.88%
FY 22 Proj	3,282,882	20.49%

After lagging in the early months of FY 21, NHR Sales taxes came roaring back as the fiscal year progressed, as consumers began to increasingly purchase general merchandise items. Like municipal sales, new sourcing laws that went into effect on January 1, 2021, requiring most on-line retailers to collect locally imposed (i.e., NHR) sales taxes on products being used or consumed within Yorkville. The effect of these statutory changes in combination with other local and macro-economic factors resulted in the City experiencing unprecedented increases over the course of FY 21, as NHR sales tax proceeds increased by ~13% ($310,939).

As we moved into FY 22, NHR sales taxes have increased at even greater rate than municipal sales, as fiscal year-to-date (FYTD) proceeds from July through November 21 (April thru August 21 consumer sales) totaled $1,488,953, an increase of $394,730 (36%) in comparison to that same time frame last year. Assuming an average 10% growth rate over the remaining months of FY 22, would yield a projected amount of $3.28M, which is up 21% over FY 21 amounts.

Fiscal Year	Fiscal Year Actual	Fiscal Year Projected	$ Over (Under) Projected	% Over (Under)	Fiscal Year Budget	$ Over (Under) Budget	% of Budget
2017	$ 2,259,787	$ 2,265,000	$ (5,213)	-0.23%	$ 2,157,300	$ 102,487	104.75%
2018	2,325,623	2,305,000	20,623	0.89%	2,332,950	(7,327)	99.69%
2019	2,358,568	2,385,000	(26,432)	-1.11%	2,339,575	18,993	100.81%
2020	2,413,689	2,445,000	(31,311)	-1.28%	2,432,700	(19,011)	99.22%
2021	2,724,628	2,597,523	127,105	4.89%	2,493,000	231,628	109.29%
2022	3,282,882	3,282,882	-	-	2,649,473	633,409	123.91%

The above table compares actual NHR sales tax amounts with what was initially budgeted (light gray shading) and projected. Like municipal sales, during the pre-pandemic era (FY 17 thru FY 19) NHR sales tax projected amounts were fairly precise, only deviating approximately +/-1% in comparison to actual amounts. The same held true for FY 20, as projected amounts were off a nominal -1.28% from actual figures.

However, in FY 21, just like sales tax, this revenue stream became more erratic and difficult to project. As a result, when crafting the FY 22 budget last February, staff projected an 8% increase in NHR sales tax for the FY 21 projected number ($2.6M). This number served as the base in which FY 22 budgeted NHR sales tax was projected – which, like municipal sales, was increased by an estimated 2% – yielding a budget number of $2,649,473. NHR sales actually eclipsed municipal sales by 1%, increasing by 13% for the FYE 21; however, this unfortunately left the FY 22 budgeted number artificially low.

Again, in response, staff has projected out a revised FY 22 NHR sales tax number of $3.28M – which assumes an average growth of 10% for NHR sales tax proceeds to be received in the months of December 21 thru June 22 (September 21 thru April 22 consumer sales).

As with municipal sales, staff would recommend that any NHR sales taxes received in excess of that amount be transferred to the (24) Building & Grounds and/or (23) City-Wide Capital Funds to aid in the financing of the 651 Prairie Point building renovation and/or other roadway related capital projects. Unless, directed otherwise, these revisions will be reflected in the upcoming FY 23 budget draft.

Account Number	Description	FY 2021 Actual	FY 2022 Budget	**FY 2022 Projected**	% of Budget	% Inc (Dec) over FY 21
01-000-40-00-4035	Non-Home Rule Sales Tax	$ 2,724,628	$ 2,649,473	**$ 3,282,882**	124%	20%

Recommendation

Informational.

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2021-58

Agenda Item Summary Memo

Title: Minute Taker Review

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 12/15/21 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2021-58

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: December 14, 2021
Subject: Minute Taker Wages

Summary

Consideration of a vote to repeal Resolution 2007-37 A Policy for Minute Taker's Hourly Wages.

Background

City Council last approved the Minute Taker's hourly wages in 2007. Since that time, inflation has occurred, and adjustments have not been made. Rather than amending this contractor's compensation through a City Council vote, we would like to repeal that section of City Code and have staff adjust that rate annually, as needed.

As some general insight into the staff's compensation recommendation (which the City Council would not have to approve in the future), the minute taker is currently paid a base rate of $35.00 for meetings up to two hours. For meetings over two hours, additional meeting time is paid at the rate of $17.50 per hour. They are paid for transcription at 2 x the length of the meeting. For typed minutes turned in within one week the transcription rate is $14.00 per hour. For typed minutes turned in over one week the transcription rate is $12.50 per hour. An example of payment for a one-hour Administration Committee meeting under the current rate structure, would be $63. Again, these rates have not changed since 2007. For the remainder of this fiscal year (FY22), staff will change the rate to $85 flat rate per meeting, with no additional transcription rate. The proposed payment would be $85 for that same one-hour Administration Committee meeting. This is approximately a 35% increase over the current rate structure, but that percentage increase is variable depending on the length of the meeting. The City's current minute taker is extremely reliable and does a great job in getting minutes turned in on time without any reminders.

Staff is also recommending a $40 flat cancellation fee for any meeting that is cancelled two hours prior to the meeting start time. The minute taker blocks out time to be available for our meetings and in the case of a meeting that was cancelled shortly before the start of the meeting, they may have already traveled to City Hall to attend the meeting. This fiscal year, there has been no meeting cancellations. This is rarely used, but it is a practice that would be helpful to recognize the time that the minute taker blocks off.

Staff completed a survey of 16 communities of those 16, only 1 uses a contractor as minute taker. The City of Batavia does use a minute taker and pays $25.07/hour. Most municipalities are paying their hourly staff overtime to fulfill this duty. We have looked at our internal employees and hourly rates and we feel it is better to continue to outsource this function.

Recommendation

Staff is recommending repeal of Resolution 2007-37, which will allow us to set minute taker contractor rates as a staff function, within budgeted amounts.

Resolution No. 2022-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A REPEAL OF THE MINUTE TAKER'S HOURLY WAGE POLICY

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 desires to repeal the minute taker's hourly wage policy; and,

WHEREAS, it has been determined to be in the best interests of the City to have staff adjust that rate annually, as needed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that the repeal of the minute taker's hourly wage policy of the United City of Yorkville is hereby adopted.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO. 2007- 37

RESOLUTION
APPROVING A POLICY
FOR MINUTE TAKER'S HOURLY WAGES

WHEREAS, the City Council of the United City of Yorkville has considered and discussed establishing a policy concerning minute taker's hourly wages, and

WHEREAS, the City Council has determined that it desires to establish such a policy, and

WHEREAS, the text of the policy the City Council now desires to establish concerning minute taker's hourly wages is set forth on the attached Exhibit "A" which is incorporated herein, and

NOW THEREFORE, upon Motion duly made, seconded and approved by the majority of those members of the City Council voting, the Minute Taker's Hourly Wage Policy is hereby approved by the City Council of the United City of Yorkville in the form set forth on Exhibit "A" attached hereto and incorporated herein.

ROBYN SUTCLIFF	Y	JOSEPH BESCO	Y
ARDEN JOE PLOCHER	Y	WALTER WERDERICH	Y
GARY GOLINSKI	Y	MARTY MUNNS	Y
ROSE SPEARS	Y	JASON LESLIE	Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 12 Day of June, A.D. 2007.

Valerie Burd

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 12 Day of June, A.D. 2007.

ATTEST: Jacqueline McGarvey

CITY CLERK

EXHIBIT "A"

MINUTE TAKER'S HOURLY WAGE POLICY

Rate Structure (minutes completed and turned into the City Clerk after one week)

- $35.00 base rate for meetings
- $17.50 per hour after two hours
- $12.50 per hour for transcription (transcriptions hours are paid out at 2x hours of meeting)

Rate Structure (minutes completed and turned into the City Clerk before one week)

- $35.00 base rate for meetings
- $17.50 per hour after two hours
- $14.00 per hour for transcription (transcriptions hours are paid out at 2x hours of meeting)

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #7

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – January 11, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested:

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: City buildings update – Prairie Pointe RFP

Summary

Review of Prairie Pointe renovation RFP schedule.

Background

At time of packet creation, the final touches are being put into the bidding documents for the Prairie Pointe RFP. We expect the RFP window to be released tomorrow, and if so, the rest of the schedule would follow as:

	Proposed Schedule
Notice to Newspaper	1/7/2022
Bid Documents Available	1/7/2022
Pre-Bid Meeting	1/26/2022
Last Date for Questions	2/1/2022
Issue Final Addendum	2/10/2022
Bids Due	2/15/2022
Vetting Process Complete	2/25/2022
Council Approval	3/8/2022

Recommendation

This is an informational item.

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor's Report #8

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – January 11, 2022

Synopsis: A verbal discussion will take place at the meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson (Name) Administration (Department)

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