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 25, 2022
7:00 p.m.
City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	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:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – January 11, 2022
2. Bill Payments for Approval
   - $ 987,269.16 (vendors)
   - $ 351,148.32 (payroll period ending 01/07/22)
   - $ 1,292,617.48 (total)
3. PW 2022-04 2021 Road to Better Roads Final Payment Estimate – Change Order No. 1 – *authorize the Mayor to execute*
4. PW 2022-05 2021 Road to Better Roads (Additional) – Change Order No. 1 – *authorize the Mayor to execute*
5. ADM 2022-02 Treasurer's Report for December 2021
6. ADM 2022-06 Ordinance Providing for New Garbage Service Rates – *authorize the Mayor and City Clerk to execute*

Mayor's Report:

1. CC 2022-04 Resolution Approving a Memorandum of Understanding By and Between the United City of Yorkville and Yorkville Community School District 115

Mayor's Report (cont'd):

2. CC 2022-05 Bright Farms Development Agreement
3. CC 2022-06 Galena Road / Kennedy Road Intersection Improvements – Land Acquisition
4. CC 2022-07 Appointment of Freedom of Information Officer – Katelyn Gregory

Public Works Committee Report:

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.

Public Safety Committee Report:

1. PS 2021-25 Resolution Approving a Master Customer Agreement By and Between the United City of Yorkville and Watchguard Video, Inc.

Administration Committee Report:

1. ADM 2022-07 Audit RFP Results and Recommendations

Park Board:

Planning and Zoning Commission:

1. PZC 2021-07 and EDC 2021-46 Ordinance Granting Variances to the Stormwater Management, Landscape and Zoning Ordinances for a 21-Acre Parcel Located at 304 River Street (Yorkville Bristol Sanitary District)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

5. CC 2021-04 City Buildings Updates
6. CC 2021-38 Water Study Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 16, 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		

PUBLIC WORKS: February 15, 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 25, 2022
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. Minutes of the Regular City Council – January 11, 2022
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

     _____

     _____

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

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3. PW 2022-04 2021 Road to Better Roads Final Payment Estimate – Change Order No. 1
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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4. PW 2022-05 2021 Road to Better Roads (Additional) – Change Order No. 1
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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5. ADM 2022-02 Treasurer's Report for December 2021
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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6. ADM 2022-06 Ordinance Providing for New Garbage Service Rates
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

MAYOR'S REPORT:

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1. CC 2022- 04 Resolution Approving a Memorandum of Understanding By and Between the United City of Yorkville and Yorkville Community School District 115
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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2. CC 2022-05 Bright Farms Development Agreement
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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3. CC 2022-06 Galena Road / Kennedy Road Intersection Improvements – Land Acquisition
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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4. CC 2022-07 Appointment of Freedom of Information Officer – Katelyn Gregory
   - ☐ 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 _____

_____

_____

PUBLIC SAFETY COMMITTEE REPORT:

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1. PS 2021-25 PS 2021-25 Resolution Approving a Master Customer Agreement By and Between the United City of Yorkville and Watchguard Video, Inc.

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

☐ Removed _____

☐ Notes _____

_____

_____

ADMINISTRATION COMMITTEE REPORT:

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1. ADM 2022-07 Audit RFP Results and Recommendations

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

☐ Removed _____

☐ Notes _____

_____

_____

PLANNING AND ZONING COMMISSION:

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1. PZC 2021-07 and EDC 2021-46 Ordinance Granting Variances to the Stormwater Management, Landscape and Zoning Ordinances for a 21-Acre Parcel Located at 304 River Street (Yorkville Bristol Sanitary District)

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

MAYOR'S REPORT (CONT'D):

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5. CC 2021-04 City Buildings Updates

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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6. 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

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – January 11, 2022

Meeting and Date: City Council – January 25, 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:

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

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, JANUARY 11, 2022

Mayor Purcell called the meeting to order at 7:00 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	(electronic attendance)
	Transier	Present	(electronic attendance)
Ward II	Plocher	Present	(electronic attendance)
	Soling	Present	
Ward III	Funkhouser	Present	(electronic attendance)
	Marek	Present	(electronic attendance)
Ward IV	Tarulis	Absent	
	Peterson	Present	(electronic attendance)

Staff in attendance at City Hall: City Clerk Behland, City Administrator Olson, Chief of Police Jensen and Attorney Orr.

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

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

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

A meeting notice was posted on the City's website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: https://us02web.zoom.us/j/88922802952?pwd=Y05NeEJndmMxYjBSRjFhWnBmVmhLUT09. The Zoom meeting ID was 889 2280 2952.

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

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.

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

CITIZEN COMMENTS ON AGENDA ITEMS

None.

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

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

REPORTS

MAYOR'S REPORT

Sports Uniforms Contract Extension

Ordinance 2022-01 **Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022**

Contract Extension Approval for the BSN Sports to Purchase Athletic Equipment and Uniforms
(CC 2021-09)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022 and authorize the Mayor and City Clerk to execute and a motion to approve the Contract Extension for the BSN Sports to Purchase Athletic Equipment and Uniforms Contract. So moved by Alderman Koch; seconded by Alderman Marek.

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

Fireworks Contract Extension

Ordinance 2022-02 **Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022**

Contract Extension Approval for the Mad Bomber Fireworks Productions Contract
(CC 2021-13)

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2021 and Ending on April 30, 2022 and authorize the Mayor and City Clerk to execute and a motion to approve the Contract Extension for the Mad Bombers Fireworks Productions Contract. So moved by Alderman Soling; seconded by Alderman Plocher.

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

Ordinance 2022-03 **Retaining the Number of Wards and Alderpersons of the United City of Yorkville**
(CC 2021-57)

Mayor Purcell entertained a motion to approve an Ordinance Retaining the Number of Wards and Alderpersons of the United City of Yorkville and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Transier.

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

MFT Resolution 2022-01 and Estimate for the 2022 Road to Better Roads Program
(CC 2022-01)

Mayor Purcell entertained a motion to approve an MFT Resolution for the 2022 Road to Better Roads Program and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Marek.

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

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

Mayor Purcell entertained a motion to approve a Resolution of Support and Commitment of Local Funds for a Community Development Block Grant Program Grant, and authorize the Mayor and City Clerk to execute. So moved by Alderman Soling; seconded by Alderman Transier.

Administrator Olson explained this is a $1,000,000.00 grant with no risk or cost to the City. There is also no penalty if the City decides not to move forward with the project. This grant is for the sewer extension needed for the Bright Farms project.

Sean O'Neill with Bright Farms gave a short presentation to the Council. *(presentation attached)*

Mayor Purcell asked how many jobs they believed this project would achieve. Sean said between forty to fifty jobs per module, with the full build-out between 160 to 200 employees. Alderman Soling asked what the plan is for the reuse and recapture of the water as Bright Farm does not plan on tapping into a well. Sean mentioned that Bright Farms does not wash their lettuce, eliminating a lot of the processed water. They have processed water from washing out their systems and machines, which will go through floor drains that will be caught, treated, and reused. Alderman Funkhouser asked how many gallons would be pumped daily, and Sean said around 50,000 gallons per module per day. The plants consume approximately 36,000 gallons of the 50,000 gallons. Alderman Funkhouser also asked how the truck traffic would be, and Sean said they had a traffic study done, and it would have no impact on Eldamain Road. Bright Farms is not an average distribution center as they only do possibly a quarter to a third of the output of an average distribution center.

Assistant City Administrator Willrett said the first step was the public hearing which took place today. Next, the staff is looking to pass the resolution tonight to show support of the project and agree to use local funds. The grant is $1,000,000.00 and the project is around $3,200,000.00 million. There is no obligation even if we are awarded the grant. If the Council passes the resolution, Assistant City Administrator Willrett will start the application process. The next step is to approve tonight's minutes with certification by the City Clerk at the next City Council meeting. Then, after the January 25th meeting, Assistant City Administrator Willrett will send the application to the state for the initial review. The state will, at that point, let us know if we are moving on for the grant and if so, we will do a participation agreement with the state due to the grant money being federal funds.

Alderman Funkhouser wanted clarification on the possible funding for the $2.2 million difference. City Administrator Olson said there are a few viable options for financing: DCEO grant, developer funding, and developer front funding.

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

Corneils Road Interceptor Sewer – Professional Services Agreement – Design Engineering

Bright Farms Development Agreement – Update
(CC 2022-03)

Mayor Purcell entertained a motion to approve a Corneils Road Interceptor Sewer Professional Services Agreement – Design Engineering and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Plocher.

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

PUBLIC WORKS COMMITTEE REPORT

Resolution 2021-03 **Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collections Services with Groot, Inc.**
(PW 2021-72)

Alderman Marek made a motion to approve a Resolution Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collections Services with Groot, Inc. and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

Administrator Olson explained four items had been changed since the contract was put in the City Council packet. One item that was not changed, but Administrator Olson said the Council could vote on, included adding an extended period for yard waste collection. There is an option to push it out to the third week in December, which would cost an additional $33,000. The four changes to the contract are as follows: the route map was not included in the packets, but staff is proposing the route map as we currently have it with Waste Management, Groot does not have hazardous waste collection, so all items referenced to it is removed from the contract, the cost of curbside stickers for bulk items is changing to $2 per sticker, and the final update is that Groot has a 50lb limit on bulk items that they will pick up. Josh Molnar with Groot said they could not negotiate the 50lb limit because it is an industry-standard. Alderman Soling asked if the service dates stay the same, and Josh said they requested to add Wednesday to the pickup days. Alderman Funkhouser mentioned the stickers people have already purchased from our current provider, which Administrator Olson mentioned that the City would buy them back from the residents who had previously purchased them. Alderman Funkhouser asked if we could have a brochure or a printout clarifying items Groot will not pick up and clarification on the 50lb limit. Alderman Soling asked about the process of getting the residents the correct totes they requested. Administrator Olson said this is an operational issue that has not been finalized yet. Previously, due to tight turnarounds, they gave all residents a standard 65 gallon, then residents would request from there if they wanted to change the size. Alderman Marek asked Josh if Groot does not pick up an item due to size what the process is; Josh said they would leave a sticker with information on why it was not collected with a phone number.

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

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

Alderman Marek made a motion to accept bid and award to Layne Christensen Company in an amount not to exceed $286,627.00; seconded by Alderman Peterson.

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

Lake Michigan Allocation – Engineering Agreement
(PW 2021-74)

Alderman Marek made a motion to approve an Agreement for Professional Services for Lake Michigan Allocation Permit Application and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance Approving a Development Agreement Between the United City of Yorkville and Rally Homes, L.L.C. – First Reading
(EDC 2021-43)

Community Development Director Barksdale-Noble explained that the successor owner and developer of the Kendallwood Estates subdivision is Rally Homes, LLC represented by Anthony Montalbano. Rally Homes, LLC is seeking the following approvals by the City to restart the former Kendallwood Estates development successfully. The first item is the off-site watermain improvements which they are proposing to create a single 12” high-pressure water line and relocate it along Illinois Route 126 of the future IDOT right-of-way by purchasing an additional easement. The second item is for the construction prior to the watermain connection. Rally Homes is seeking the allowance to construct and receive final

occupancy for up to 43 home sites prior to the looping of the watermain system, which must occur no later than May 31, 2024. The third item is regarding the reduction of land cash valuation. The current land cash valuation is $101,000 per improved acre. Rally Homes is requesting to reduce this amount to $55,000 per improved acre. The proposed development agreement fee lock on land cash valuation will terminate either with the final building permit being issued or no later than five years from the date of the agreement's approval, whichever is sooner. Rally Homes is looking to change the name of the Kendallwood Estates subdivision to Timber Woods Estates and will be changing the names of the streets. The draft development agreement is within the packet.

Alderman Funkhouser mentioned that the City already has a subdivision named Timber Glenn and asked if there is a conflict having two subdivisions with such a close name. Community Development Director Barksdale-Noble mentioned there is already a Timber Ridge in unincorporated Kendall County. She clarified that all responses by emergency vehicles are to addresses specifically and not subdivision names. Mayor Purcell asked the petitioner to consider changing the subdivision's name.

Riverside Street – 1.5 Mile Review - Withdrawn
(EDC 2021-45)

No motions needed – Petitioner has withdrawn their application

Resolution 2022-04 **to Induce the Redevelopment of Certain Properties within the Yorkville Downtown Tax Increment Redevelopment Project Area**
(EDC 2022-07)

Alderman Peterson made a motion to approve a Resolution to Induce the Redevelopment of Certain Properties within the Yorkville Downtown Tax Increment Redevelopment Project Area and Authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

Resolution 2022-05 **Approving an Economic Development Consultant's Agreement**
(EDC 2022-06)

Alderman Peterson made a motion to approve a Resolution Approving an Economic Development Consultant's Agreement and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

Alderman Funkhouser requested that they change it to a fixed fee instead of having an open-ended contract.

Motion approved by a roll call vote. Ayes-6 Nays-1
Marek-aye, Peterson-aye, Koch-aye, Plocher-aye,
Funkhouser-nay, Transier-aye, Soling-aye

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Sales Tax Performance and Budget Projections
(ADM 2021-57)

Alderman Funkhouser explained this is an informational item that shows what the City will do with the excess funds over a certain percentage as the City's sales tax continues to perform exceptionally.

Resolution 2022-06 **Approving a Repeal of the Minute Taker's Hourly Wage Policy**
(ADM 2021-58)

Alderman Funkhouser made a motion to approve a Resolution Approving a Repeal of the Minute Taker's Hourly Wage Policy and authorize the Mayor and City Clerk to execute; seconded by Alderman Marek.

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

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

YBSD Meeting

Alderman Soling said he was at the YBSD meeting last night. There was a spike in COVID during the testing in the sanitary water during the holiday season, but it has since returned to the standard numbers they saw before the holidays.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

Police Department – Thank You

Mayor Purcell wanted to take a moment to thank the Yorkville Police Department as they had a fire at a county jurisdiction location which some of the Yorkville officers assisted. The officers helped assist with carrying out two people from the burning building.

Prairie Pointe Building Update

(CC 2021-04)

Administrator Olson said a memo is in the packet with the request for proposals schedule, which is now public.

Water Study Update

(CC 2021-38)

Administrator Olson said that there was no water study update at this time. Alderman Peterson asked when residents will start to see an increase in their water bills. Mayor Purcell explained this is a policy decision that will have Council approval when it comes time to vote, but they do not know when the increase will start. Mayor Purcell said it could begin next calendar year.

ADDITIONAL BUSINESS

Public Works – Snow Plowing

Alderman Marek wanted to thank Public Works Director Dhuse and the public works staff for staying on top of the plowing and salting the streets throughout these last few storms. Alderman Funkhouser asked if staff has ever considered plowing trails. Public Works Director Dhuse explained it all depends on the workforce and equipment, but they will investigate it. Alderman Peterson brought up the Autumn Creek filling station park sidewalk next to the Autumn Creek Elementary School. Alderman Peterson said he has had multiple inquiries on if that area could be plowed and salted. Public Works Director explained that sidewalk cleanup is at the very best next day clean up. Administrator Olson clarified that sidewalks and trails are not part of the City's normal service policy. Public works staff will get to sidewalks and trails from time to time, but it depends on the workforce. If the Council wanted to make sidewalk and trails a more standard policy, there would need to be a more extensive conversation on staffing and equipment to accommodate it.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:00 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING

PUBLIC HEARING

800 Game Farm Road

Yorkville, Illinois

Tuesday, January 11, 2022

7:00 p.m.

PRESENT (in person and via Zoom):

Mr. John Purcell, Mayor;
Mr. Ken Koch, Alderman;
Mr. Dan Transier, Alderman;
Mr. Arden Joe Plocher, Alderman;
Mr. Craig Soling, Alderman;
Mr. Chris Funkhouser, Alderman;
Mr. Matt Marek, Alderman;
Mr. Jason Peterson, Alderman.

ALSO PRESENT (in person and via Zoom):

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

Department;

Ms. Shanel Gayle, Purchasing Manager.

- - - - -

(WHEREUPON, the following proceedings were had in public hearing portion of the meeting:)

MAYOR PURCELL: I will open the public hearing to allow the public and others to discuss anything they have on the Oswego/Yorkville boundary agreement. So the agreement -- Is it in the packet or not?

UNIDENTIFIED SPEAKER: Yes.

MAYOR PURCELL: It is. It is in the packet. This is not a vote tonight by the Council, though, I mean, if Council members have some thoughts, but we will discuss it, but I will first open this up.

Are there any members of the public here that have any comments for the public hearing for the boundary agreement?

(No response.)

MAYOR PURCELL: Seeing none or hearing none, are there any members of the public in Zoomland that have any comments on the Oswego/Yorkville boundary agreement? If you do, please say yes and state your name.

(No response.)

MAYOR PURCELL: Hearing none, do any Aldermen have any comments, or do you want to just discuss this when we put it on the agenda -- is it going to be next time?

MR. OLSON: Exactly, yes.

MAYOR PURCELL: Are we okay if we discuss it in two weeks, or does anyone have any comments now?

(No response.)

MAYOR PURCELL: Okay. Hearing no comments, I close the Oswego/Yorkville boundary agreement public hearing.

And next we have the Community Development Block Grant project agreement -- or not agreement, but public hearing. I open that public hearing.

This public hearing will provide interested parties an opportunity to express their views on the proposed federal funding -- federal funded Community Development Block Grant 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 the CDBG, Community Development Block Grant, funds to be requested is $1 million.

So this, again, is the public hearing. We will have discussion on this later in the meeting, but I think Bart has something he needs to read per statute, or something or other.

MR. OLSON: Yes. I am going to turn the camera a little bit here, and we have a prepared script basically to be read as part of the State's grant information, so I have a prepared script.

Sean O'Neill of BrightFarms is on the Zoom. He is prepared to give a five to seven-minute presentation with a few slides later on in the packet for the actual project.

For purposes of the public hearing, the amount of funds available to the City are $1 million. The project activities that will be undertaken with the grant funding is a sewer extension to serve the BrightFarms development.

This infrastructure will enable BrightFarms to pursue the project and invest the private capital in a large local job generating

high tech greenhouse.

If the grant is received, funds from the City's General Fund and enterprise funds in the amount of $2,227,000 -- 227,415 will be used, in conjunction with the grant moneys, to fund the estimated total project cost of $3,227,000 -- and $415 for the sewer extension.

The estimated amount proposed for activities that will benefit low-to-moderate income individuals is 56 percent for the $1 million grant.

The goal of the Community Development Department is to develop plans and policies will which guide the growth and development of the United City of Yorkville ensuring a high quality of life for all residents and an attractive location for all businesses.

Additional goals include the following: To provide assistance to citizens, Council, developers and agencies in making informed decisions regarding the development of the City;

To provide excellent customer service to applicants and the general public for

all matters relating to the development process;

Coordinate development activity to ensure development occurs in a manner consistent with stated community vision and direction.

And taken from the 2016 Comprehensive Plan, the housing data shows that nearly 60 percent of the homes in Yorkville were built between 2000 and 2009, which a large percentage of these homes in Yorkville also fall within the 200 to $299,000 range. An oversupply of homes at the same age and within the same price range limits the types of housing products that attract a broader range of home buyers.

Apartment and rental housing could also provide housing opportunities for households who may not be able to secure a first-time mortgage, as well as for seniors who desire to live in a semi-rural setting.

That's a comment more about our community goals and not necessarily this specific project, sewer for an industrial development.

CDBG support for this public infrastructure project will enable BrightFarms to pursue the project and invest the private capital

in a large local job generating high tech greenhouse. The public infrastructure request of a sanitary sewer extension is what is being sought after through this grant application.

It is shown through the City's audit that the financial gap is present, and without the grant assistance, the City would not be able to fund this large-scale infrastructure project.

This greenhouse will serve a two-to-four hour radius and lettuce will continue to reach grocers' shelves within 24 hours of harvest. Depending on the set of technologies they employ and their ultimate size, 20 to 40 acres, the greenhouses will produce 20 to 40 million pounds of fresh leafy greens per year; however, facilities of this size and volume need enabling infrastructure. Roads, water and sewer systems are critical to ensuring that private investment can be made, local jobs created, and growth can continue for this promising segment of higher skill, higher tech agriculture.

And that concludes the presentation and script for this public hearing.

MAYOR PURCELL: Okay. Thank you, Bart.

So again, this is the public hearing and we will have discussion on this item later and a short presentation, but I will ask are there any comments from anyone in the room here, any members of the public?

(No response.)

MAYOR PURCELL: No one is in the room -- or no one in the room is making comments, let me rephrase.

Are there any members in Zoomland who would like to make any comments for the public hearing? Again, for the Aldermen, we will be discussing this later. Any members of the public?

(No response.)

MAYOR PURCELL: I close the public hearing for the Community Development Block Grant project. Thank you very much.

(Which were all the proceedings had in the public hearing portion of the meeting.)

---o0o---

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, Christine M. Vitosh, a Certified Shorthand Reporter, do hereby certify that I transcribed the proceedings had at the pubic hearing and that the foregoing, Pages 1 through 11, inclusive, is a true, correct and complete computer-generated transcript of the proceedings had at the time and place aforesaid.

I further certify that my certificate annexed hereto applies to the original transcript and copies thereof, signed and certified under my hand only. I assume no responsibility for the accuracy of any reproduced copies not made under my control or direction.

As certification thereof, I have hereunto set my hand this 12th day of January, A.D., 2022.

_____

Christine M. Vitosh, CSR
Illinois CSR No. 084-002883

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$2,227,000 [1] - 7:4
$299,000 [1] - 8:10
$3,227,000 [1] - 7:6
$415 [1] - 7:7

0

084-002883 [1] - 11:20

1

1 [4] - 6:3, 6:19, 7:11, 11:6
11 [2] - 1:18, 11:6
12th [1] - 11:17

2

20 [2] - 9:13, 9:14
200 [1] - 8:10
2000 [1] - 8:8
2009 [1] - 8:8
2016 [1] - 8:5
2022 [2] - 1:18, 11:17
227,415 [1] - 7:4
24 [1] - 9:11

4

40 [2] - 9:14

5

56 [1] - 7:10

6

60 [1] - 8:7

7

7:00 [1] - 1:19

8

800 [1] - 1:14

A

A.D [1] - 11:17
able [2] - 8:16, 9:7
accuracy [1] - 11:14
acres [1] - 9:14
activities [2] - 6:19, 7:9
activity [1] - 8:2
actual [1] - 6:16
additional [1] - 7:18
Administrator [2] - 2:12, 2:15
aforesaid [1] - 11:9
age [1] - 8:11
agencies [1] - 7:20
agenda [1] - 5:4
agreement [7] - 4:8, 4:18, 4:23, 5:13, 5:15, 5:16
agriculture [1] - 9:21
Alderman [7] - 2:3, 2:4, 2:5, 2:6, 2:7, 2:8, 2:9
Aldermen [2] - 5:3, 10:12
allow [1] - 4:6
ALSO [1] - 2:11
amount [4] - 6:2, 6:18, 7:4, 7:8
annexed [1] - 11:10
Apartment [1] - 8:14
applicants [1] - 7:24
application [1] - 9:4
applies [1] - 11:11
Arden [1] - 2:5
assistance [2] - 7:19, 9:7
Assistant [1] - 2:14
assume [1] - 11:13
Attorney [1] - 2:16
attract [1] - 8:13
attractive [1] - 7:17
audit [1] - 9:5
available [1] - 6:18

B

Barksdale [1] - 2:19
Barksdale-Noble [1] - 2:19
Bart [3] - 2:12, 6:6, 9:24
Behland [1] - 2:13
benefit [1] - 7:9
between [1] - 8:8
bit [1] - 6:9
Block [4] - 5:15, 5:21, 6:2, 10:17
boundary [4] - 4:8, 4:18, 4:23, 5:12
Brad [1] - 2:17
BrightFarms [4] - 6:13, 6:21, 6:23, 8:23
broader [1] - 8:13
built [1] - 8:8
businesses [1] - 7:17
buyers [1] - 8:13

C

camera [1] - 6:9
capital [2] - 6:24, 8:24
CDBG [2] - 6:2, 8:22
certificate [1] - 11:10
certification [1] - 11:16
Certified [1] - 11:3
certified [1] - 11:12
certify [2] - 11:4, 11:10
Chief [1] - 2:24
Chris [1] - 2:7
Christine [2] - 11:3, 11:20
citizens [1] - 7:19
CITY [2] - 1:6, 1:9
City [9] - 2:12, 2:13, 2:14, 2:16, 2:17, 6:18, 7:15, 7:22, 9:7
City's [2] - 7:3, 9:5
Clerk [1] - 2:13
close [2] - 5:12, 10:16
comment [1] - 8:19
comments [8] - 4:17, 4:22, 5:3, 5:9, 5:12, 10:4, 10:8, 10:11
community [3] - 5:24, 8:4, 8:20
Community [6] - 2:19, 5:14, 5:21, 6:2, 7:12, 10:17
complete [1] - 11:7
Comprehensive [1] - 8:6
computer [1] - 11:7
computer-generated [1] - 11:7
concludes [1] - 9:22
conjunction [1] - 7:5
consistent [1] - 8:3
construction [1] - 6:1
continue [2] - 9:10, 9:20
control [1] - 11:15
coordinate [1] - 8:2
copies [2] - 11:12, 11:14
correct [1] - 11:7
cost [1] - 7:6
Council [3] - 4:13, 7:20
COUNCIL [1] - 1:9
COUNTY [2] - 1:7, 11:2
Craig [1] - 2:6
created [1] - 9:19
critical [1] - 9:18
CSR [2] - 11:20, 11:20
customer [1] - 7:23

D

Dan [1] - 2:4
data [1] - 8:6
decisions [1] - 7:21
Department [2] - 3:1, 7:13
desire [1] - 8:17
develop [1] - 7:13
developers [1] - 7:20
development [8] - 5:24, 6:21, 7:15, 7:21, 8:1, 8:2, 8:3, 8:21
Development [6] - 2:20, 5:15, 5:21, 6:2, 7:13, 10:17
Dhuse [1] - 2:18
direction [2] - 8:4, 11:15
Director [4] - 2:18, 2:20, 2:21, 2:23
discuss [4] - 4:6, 4:14, 5:4, 5:8
discussing [1] - 10:13
discussion [2] - 6:5, 10:2

E

employ [1] - 9:13
enable [2] - 6:22, 8:23
enabling [1] - 9:17
Engineer [1] - 2:17
ensure [1] - 8:3
ensuring [2] - 7:16, 9:18
enterprise [1] - 7:3
Eric [1] - 2:18
Erin [1] - 2:14
estimated [2] - 7:6, 7:8
Evans [1] - 2:22
Exactly [1] - 5:6
excellent [1] - 7:23
express [1] - 5:19
extension [3] - 6:21, 7:7, 9:3

F

facilities [1] - 9:16
fall [1] - 8:9
Farm [1] - 1:14
federal [2] - 5:20, 5:21
few [1] - 6:15
Field [1] - 2:16
Field-Orr [1] - 2:16
Finance [1] - 2:21
financial [1] - 9:6
first [2] - 4:15, 8:16
first-time [1] - 8:16
five [1] - 6:14
following [2] - 4:1, 7:19
foregoing [1] - 11:6
four [1] - 9:10
Fredrickson [1] - 2:21
fresh [1] - 9:15
Fund [1] - 7:3
fund [2] - 7:5, 9:8
funded [1] - 5:21
funding [2] - 5:20, 6:20
funds [5] - 5:23, 6:3, 6:18, 7:2, 7:3
Funkhouser [1] - 2:7

G

Game [1] - 1:14
gap [1] - 9:6
Gayle [1] - 3:2
General [1] - 7:3
general [1] - 7:24
generated [1] - 11:7
generating [2] - 6:24, 9:1
goal [1] - 7:12
goals [2] - 7:18, 8:20
Grant [4] - 5:15, 5:21, 6:3, 10:17
grant [7] - 6:11, 6:20, 7:2, 7:5, 7:11, 9:4, 9:7
greenhouse [3] - 7:1, 9:2, 9:9
greenhouses [1] - 9:14
greens [1] - 9:15
grocers' [1] - 9:11
growth [2] - 7:14, 9:20
guide [1] - 7:14

H

hand [2] - 11:13, 11:17
harvest [1] - 9:12
HEARING [1] - 1:10
hearing [17] - 4:3, 4:6, 4:18, 4:20, 5:2, 5:13, 5:16, 5:17, 5:18, 6:5, 6:17, 9:23, 10:1, 10:12, 10:17, 10:21, 11:5
Hearing [1] - 5:11
hereby [1] - 11:4
hereto [1] - 11:11
hereunto [1] - 11:16
high [3] - 7:1, 7:16, 9:1
higher [2] - 9:21
home [1] - 8:13
homes [3] - 8:7, 8:9, 8:11
hour [1] - 9:10
hours [1] - 9:11
households [1] - 8:15
housing [4] - 8:6, 8:12, 8:14, 8:15

I

ILLINOIS [2] - 1:7, 11:1
Illinois [2] - 1:15, 11:20
include [2] - 5:24, 7:18
inclusive [1] - 11:6
income [1] - 7:10
individuals [1] - 7:10
industrial [1] - 8:21
information [1] - 6:11
informed [1] - 7:21
infrastructure [5] - 6:22, 8:23, 9:2, 9:8, 9:17
interested [1] - 5:19
invest [2] - 6:23, 8:24
investment [1] - 9:19
item [1] - 10:2

J

James [1] - 2:24
January [2] - 1:18, 11:17
Jason [1] - 2:9
Jensen [1] - 2:24
job [2] - 6:24, 9:1
jobs [1] - 9:19
Joe [1] - 2:5
John [1] - 2:2
Jori [1] - 2:13

K

Kathleen [1] - 2:16
Ken [1] - 2:3
KENDALL [1] - 1:7
Koch [1] - 2:3
Krysti [1] - 2:19

L

large [4] - 6:24, 8:8, 9:1, 9:8
large-scale [1] - 9:8
LASALLE [1] - 11:2
leafy [1] - 9:15
lettuce [1] - 9:10
life [1] - 7:16
limits [1] - 8:12
live [1] - 8:18
local [3] - 6:24, 9:1, 9:19
location [1] - 7:17
low [1] - 7:9
low-to-moderate [1] - 7:9

M

Manager [1] - 3:2
manner [1] - 8:3
Marek [1] - 2:8
Matt [1] - 2:8
matters [1] - 8:1
MAYOR [9] - 4:5, 4:11, 4:20, 5:2, 5:7, 5:11, 9:24, 10:7, 10:16
Mayor [1] - 2:2
mean [1] - 4:13
MEETING [1] - 1:9
meeting [3] - 4:4, 6:6, 10:22
members [6] - 4:13, 4:16, 4:21, 10:5, 10:10, 10:13
million [4] - 6:3, 6:19, 7:11, 9:15
minute [1] - 6:15
moderate [1] - 7:9
moneys [1] - 7:5
mortgage [1] - 8:17
MR [2] - 5:6, 6:8

N

name [1] - 4:24
nearly [1] - 8:7
necessarily [1] - 8:20
need [1] - 9:16
needs [1] - 6:7
next [2] - 5:5, 5:14
Noble [1] - 2:19
none [3] - 4:20, 4:21, 5:2

O

O'Neill [1] - 6:13
occurs [1] - 8:3
OF [3] - 1:6, 11:1, 11:2
OLSON [2] - 5:6, 6:8
Olson [1] - 2:12
one [2] - 10:7, 10:8
open [3] - 4:5, 4:15, 5:16
opportunities [1] - 8:15
opportunity [1] - 5:19
original [1] - 11:11
Orr [1] - 2:16
Oswego/Yorkville [3] - 4:7, 4:23, 5:12
oversupply [1] - 8:10

P

p.m [1] - 1:19
packet [3] - 4:9, 4:12, 6:16
Pages [1] - 11:6
Parks [1] - 2:22
part [1] - 6:10
parties [1] - 5:19
per [2] - 6:7, 9:15
percent [2] - 7:10, 8:7
percentage [1] - 8:9
person [2] - 2:1, 2:11
Peterson [1] - 2:9
place [1] - 11:9
Plan [1] - 8:6
plans [1] - 7:13
Plocher [1] - 2:5
Police [1] - 2:24
policies [1] - 7:14
portion [2] - 4:3, 10:21
pounds [1] - 9:15
prepared [3] - 6:9, 6:11, 6:14
PRESENT [2] - 2:1, 2:11
present [1] - 9:6
presentation [3] - 6:15, 9:22, 10:3
price [1] - 8:12
private [3] - 6:24, 8:24, 9:18
proceedings [4] - 4:2, 10:20, 11:5, 11:8
process [1] - 8:1
produce [1] - 9:14
products [1] - 8:12
project [12] - 5:15, 5:22, 5:24, 6:16, 6:19, 6:23, 7:6, 8:21, 8:23, 8:24, 9:8, 10:18
promising [1] - 9:20
proposed [2] - 5:20, 7:8
provide [4] - 5:18, 7:19, 7:23, 8:15
pubic [1] - 11:5
PUBLIC [1] - 1:10
Public [1] - 2:18
public [22] - 4:3, 4:5, 4:6, 4:16, 4:17, 4:21, 5:13, 5:16, 5:17, 5:18, 6:4, 6:17, 7:24, 8:22, 9:2, 9:23, 10:1, 10:5, 10:12, 10:14, 10:16, 10:21
Purcell [1] - 2:2
PURCELL [9] - 4:5, 4:11, 4:20, 5:2, 5:7, 5:11, 9:24, 10:7, 10:16
Purchasing [1] - 3:2
purposes [1] - 6:17
pursue [2] - 6:23, 8:24
put [1] - 5:4

Q

quality [1] - 7:16

R

radius [1] - 9:10
range [3] - 8:10, 8:12, 8:13
reach [1] - 9:11
read [2] - 6:7, 6:10
received [1] - 7:2
Recreation [1] - 2:22
regarding [1] - 7:21
relating [1] - 8:1
rental [1] - 8:14
rephrase [1] - 10:9
Reporter [1] - 11:4
reproduced [1] - 11:14
request [1] - 9:2
requested [1] - 6:3
residents [1] - 7:16
response [5] - 4:19, 5:1, 5:10, 10:6, 10:15
responsibility [1] - 11:13
Road [1] - 1:14
roads [1] - 9:17
Rob [1] - 2:21
room [3] - 10:4, 10:7, 10:8
rural [1] - 8:18

S

Sanderson [1] - 2:17
sanitary [2] - 6:1, 9:3
scale [1] - 9:8
script [3] - 6:10, 6:12, 9:23
Sean [1] - 6:13
secure [1] - 8:16
seeing [1] - 4:20
segment [1] - 9:20
semi [1] - 8:18
semi-rural [1] - 8:18
seniors [1] - 8:17
serve [2] - 6:21, 9:9
service [1] - 7:24
set [2] - 9:12, 11:16
setting [1] - 8:18
seven [1] - 6:15
seven-minute [1] - 6:15
sewer [6] - 6:1, 6:20, 7:7, 8:21, 9:3, 9:17
Shanel [1] - 3:2
shelves [1] - 9:11
short [1] - 10:2
Shorthand [1] - 11:3
shown [1] - 9:5
shows [1] - 8:6
signed [1] - 11:12
size [2] - 9:13, 9:16
skill [1] - 9:21
slides [1] - 6:15
Soling [1] - 2:6
sought [1] - 9:4
SPEAKER [1] - 4:10
specific [1] - 8:20
SS [1] - 11:1
state [1] - 4:24
STATE [1] - 11:1
State's [1] - 6:11

statute [1] - 6:7
support [1] - 8:22
systems [1] - 9:18

T

tech [3] - 7:1, 9:1, 9:21
technologies [1] - 9:12
thereof [2] - 11:12, 11:16
thoughts [1] - 4:14
Tim [1] - 2:22
tonight [1] - 4:12
total [2] - 6:1, 7:6
transcribed [1] - 11:4
transcript [2] - 11:8, 11:11
Transier [1] - 2:4
true [1] - 11:7
Tuesday [1] - 1:18
turn [1] - 6:8
two [2] - 5:8, 9:10
two-to-four [1] - 9:10
types [1] - 8:12

U

ultimate [1] - 9:13
under [2] - 11:12, 11:14
undertaken [1] - 6:20
UNIDENTIFIED [1] - 4:10
UNITED [1] - 1:6
United [1] - 7:15
up [1] - 4:15

V

via [2] - 2:1, 2:11
views [1] - 5:20
vision [1] - 8:4
Vitosh [2] - 11:3, 11:20
volume [1] - 9:16
vote [1] - 4:12

W

water [1] - 9:17
weeks [1] - 5:8
WHEREUPON [1] - 4:1
Willrett [1] - 2:14
Works [1] - 2:18

Y

year [1] - 9:15
YORKVILLE [1] - 1:6
Yorkville [5] - 1:15, 2:24, 7:15, 8:7, 8:9

Z

Zoom [3] - 2:1, 2:11, 6:14
Zoomland [2] - 4:22, 10:10

BrightFarms Biggest, Most Sustainable Lettuce Greenhouse:

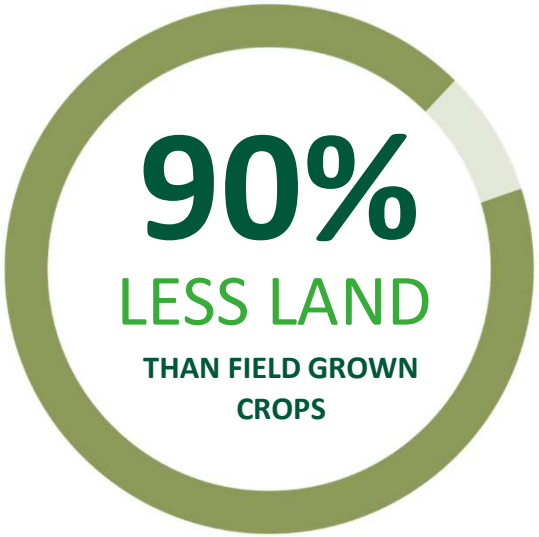
in Yorkville, Illinois

1/11/2022

Confidential and Proprietary

BrightFarms is the nation's leading grower of greenhouse lettuce.

We are committed to improving the health of our planet.



PESTICIDE FREE

NON GMO Project VERIFIED

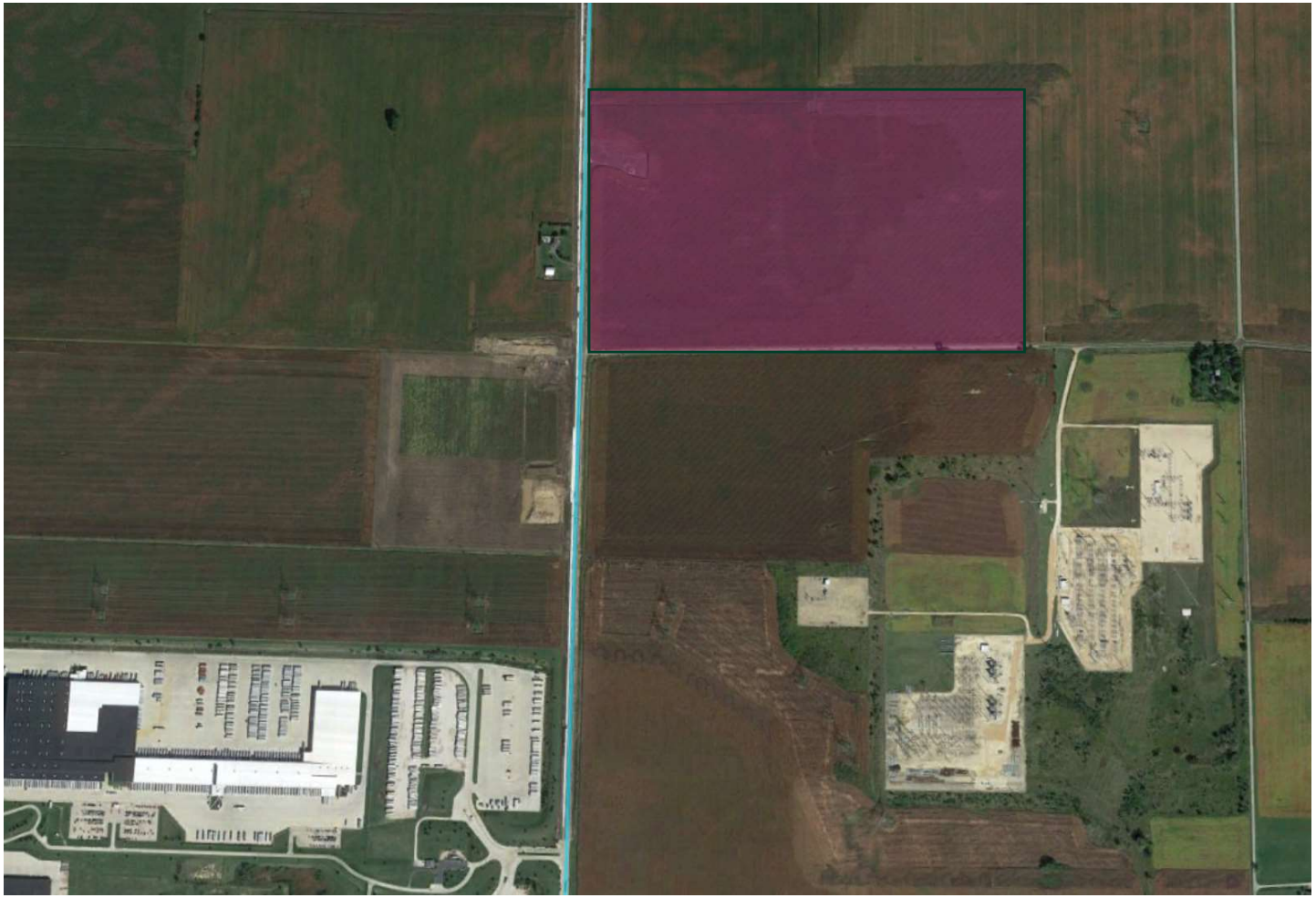
GREENHOUSE GROWN READY TO EAT

Parent company Cox Enterprises has aggressive environmental commitments that BrightFarms must meet.

Our greenhouses are clear glass – they do not look like warehouses – pleasant to look at in the daylight.

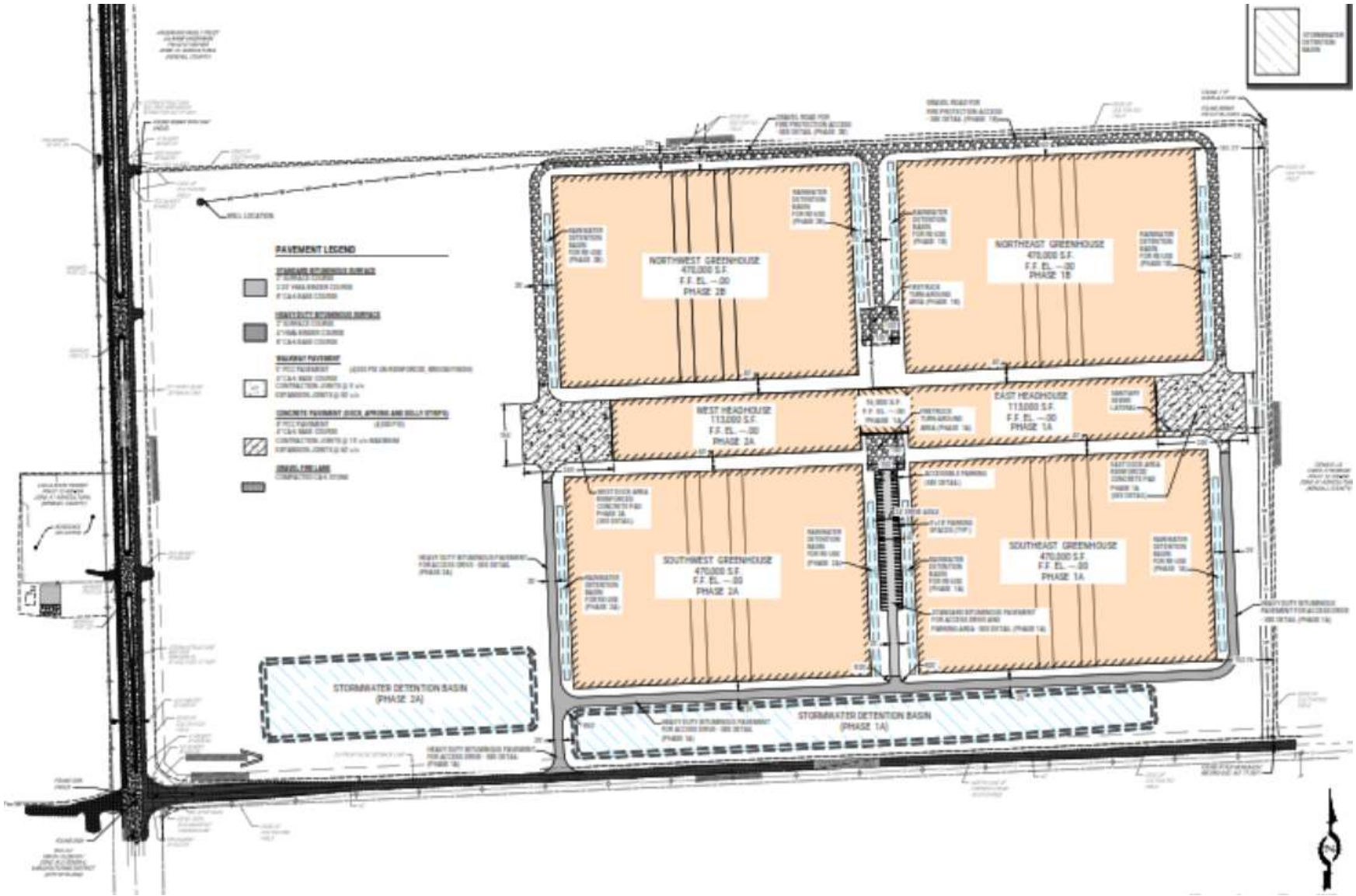
And hard to see at night.

BrightFarms has optioned a parcel at the corner of Eldamain and Corneils Road.



- Com Ed power readily available.
- Gas to be brought up from Faxon Road.
- Only sewer is lacking.

At full build-out, we plan four 8-acre greenhouses connected to a headhouse. We'll start with one.



Benefits to Yorkville from our large-scale, local, high-tech agriculture.

Infrastructure	• The greenhouse brings utility infrastructure to the Eldamain corridor that allows long term business growth.
Revenue	• BrightFarms will contribute to town tax base and sewer system without adding residential rooftops.
Local Food and Jobs	• Brings CA food production to IL • High tech ag jobs
Emissions Reduction	• Potential for unique, food waste digestion process to generate our power.

Yorkville Illinois

We ask for the following support from the City of Yorkville.

Sewer connection by Q1 2023

We cannot use City water. It would have to be "untreated" for growing purposes.

- BrightFarms based initial Yorkville planning on a $1.5 MM cost estimate less the $1 MM from CDBG

Well permit and support with other basic permitting

- We are bound by our public commitments to be good water stewards.

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 25, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons (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
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/07/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D002362	ORRK	KATHLEEN FIELD ORR & ASSOC.							
	010622		01/06/22	01	SERIES 2022 BOND ISSUANCE COST	24-216-54-00-5402		2,931.00	
				02	SERIES 2022 BOND ISSUANCE COST	52-520-54-00-5402		12,069.00	
							INVOICE TOTAL:	15,000.00	*
							DIRECT DEPOSIT TOTAL:		15,000.00
535970	SAULEWIN	SAUL EWING ARNSTEIN & LEHR							
	010622		01/06/22	01	SERIES 2022 BOND ISSUANCE COST	24-216-54-00-5402		4,885.00	
				02	SERIES 2022 BOND ISSUANCE COST	52-520-54-00-5402		20,115.00	
							INVOICE TOTAL:	25,000.00	*
							CHECK TOTAL:		25,000.00
535971	SPEER	SPEER FINANCIAL, INC.							
	217-21		01/03/22	01	SERIES 2022 BOND ISSUANCE COST	24-216-54-00-5402		2,970.08	
				02	SERIES 2022 BOND ISSUANCE COST	52-520-54-00-5402		12,229.92	
							INVOICE TOTAL:	15,200.00	*
							CHECK TOTAL:		15,200.00

TOTAL CHECKS PAID: 40,200.00

TOTAL DIRECT DEPOSITS PAID: 15,000.00

TOTAL AMOUNT PAID: 55,200.00

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

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535973	AACVB	AURORA AREA CONVENTION							
	11/21-SUPER		12/29/21	01	NOV 2021 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,078.78	
						INVOICE TOTAL:		1,078.78	*
	12/21-ALL		01/04/22	01	DEC 2021 ALL SEASON HOTEL TAX	01-640-54-00-5481		26.46	
						INVOICE TOTAL:		26.46	*
						CHECK TOTAL:		1,105.24	
535974	ALTORFER	ALTORFER INDUSTRIES, INC							
	P53C0176927		12/08/21	01	ASSORTED SWITCHES	01-410-56-00-5628		124.91	
						INVOICE TOTAL:		124.91	*
						CHECK TOTAL:		124.91	
535975	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC							
	1236498-IN		11/23/21	01	LAMPS	24-216-56-00-5656		174.45	
						INVOICE TOTAL:		174.45	*
	1241802-IN		12/09/21	01	BALLASTS	23-230-56-00-5642		88.05	
						INVOICE TOTAL:		88.05	*
	1242480-IN		12/14/21	01	ADJUSTABLE POLE BRACKET	23-230-56-00-5642		20.76	
				02	ADAPTER	** COMMENT **			
						INVOICE TOTAL:		20.76	*
	1242692-IN		12/14/21	01	STREET LIGHT HEAD	23-230-56-00-5642		830.00	
						INVOICE TOTAL:		830.00	*
	1244243-IN		12/17/21	01	SPLICE KITS	23-230-56-00-5642		80.70	
						INVOICE TOTAL:		80.70	*
	1244570-IN		12/20/21	01	BULBS	24-216-56-00-5656		111.37	
						INVOICE TOTAL:		111.37	*

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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535975	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	1245634-IN	12/21/21	01	ELECTRICAL GLOVES	01-410-56-00-5620		65.63	
					INVOICE TOTAL:		65.63	*
	1246122-IN	12/27/21	01	BALLAST	23-230-56-00-5642		44.42	
					INVOICE TOTAL:		44.42	*
	1246238-IN	12/27/21	01	DIMMABLE FLOOD LIGHTS	24-216-56-00-5656		47.10	
					INVOICE TOTAL:		47.10	*
					CHECK TOTAL:		1,462.48	
D002363	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	FEB 2022	01/10/22	01	FEB 2022 CITY OF YORKVILLE	01-640-54-00-5427		829.00	
			02	HOUSING ASSISTANCE PROGRAM	** COMMENT **			
			03	RENT REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		829.00	*
					DIRECT DEPOSIT TOTAL:		829.00	
535976	ARTLIP	ARTLIP & SONS, INC.						
	202647	11/30/21	01	CITY HALL HEAT REPAIR	24-216-54-00-5446		226.50	
					INVOICE TOTAL:		226.50	*
					CHECK TOTAL:		226.50	
535977	BATTERYS	BATTERY SERVICE CORPORATION						
	0081824	12/17/21	01	2 BATTERIES	01-410-56-00-5628		189.90	
					INVOICE TOTAL:		189.90	*
	0082016	12/28/21	01	2 BATTERIES	01-410-56-00-5628		397.90	
					INVOICE TOTAL:		397.90	*
					CHECK TOTAL:		587.80	

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

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INVOICES DUE ON/BEFORE 01/25/2022

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535978	BENNETTG	BENNETT, GARY L.							
	010222		01/02/22	01	JAN-APR 2022 BRUSH DUMPING	01-540-54-00-5443		400.00	
				02	MAY-JUN 2022 BRUSH DUMPING	01-000-14-00-1400		200.00	
						INVOICE TOTAL:		600.00	*
						CHECK TOTAL:		600.00	
535979	BKFD	BRISTOL KENDALL FIRE DEPART.							
	103121-LC		01/06/22	01	AUG-OCT 2021 DEVELOPEMENT FEES	95-000-24-00-2452		42,150.00	
						INVOICE TOTAL:		42,150.00	*
						CHECK TOTAL:		42,150.00	
535980	BNSF	BNSF RAILWAY COMPANY							
	90230954		12/20/21	01	WORK TO EXTEND CROSSING AT	23-230-60-00-6012		7,536.78	
				02	MILL RD IN BOTH DIRECTIONS ON	** COMMENT **			
				03	BOTH TRACKS	** COMMENT **			
						INVOICE TOTAL:		7,536.78	*
						CHECK TOTAL:		7,536.78	
535981	BOOMBAH	BOOMBAH							
	103121-STREBATE		01/06/22	01	AUG-OCT 2021 STREBATE	01-640-54-00-5492		4,554.18	
						INVOICE TOTAL:		4,554.18	*
						CHECK TOTAL:		4,554.18	
535982	CENTRALL	CENTRAL LIMESTONE COMPANY, INC							
	28051		11/29/21	01	AGLIME	79-790-56-00-5640		52.15	
				02	GRAVEL	51-510-56-00-5620		275.75	
						INVOICE TOTAL:		327.90	*

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
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01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

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535982	CENTRALL	CENTRAL LIMESTONE COMPANY, INC							
	28188		12/13/21	01	GRAVEL	79-790-56-00-5640		329.52	
						INVOICE TOTAL:		329.52	*
						CHECK TOTAL:		657.42	
535983	COMED	COMMONWEALTH EDISON							
	0091033126-1221		12/30/21	01	11/29-12/30 RT34 & AUTMN CRK	23-230-54-00-5482		224.91	
						INVOICE TOTAL:		224.91	*
	0435057364-1221		12/27/21	01	11/22-12/27 RT126 & STAGECOACH	23-230-54-00-5482		128.89	
						INVOICE TOTAL:		128.89	*
	1647065335-1221		01/03/22	01	11/29-12/30 SARAVANOS PUMP	52-520-54-00-5480		227.23	
						INVOICE TOTAL:		227.23	*
	2947052031-1221		12/29/21	01	11/24-12/29 RT47 & RIVER	23-230-54-00-5482		496.70	
						INVOICE TOTAL:		496.70	*
	6819027011-1221		01/05/22	01	11/23-12/29 MISC PR BUILDINGS	79-795-54-00-5480		220.89	
						INVOICE TOTAL:		220.89	*
	7110074020 -1221		12/28/21	01	11/23-12/28 104 E VAN EMMON	01-110-54-00-5480		354.30	
						INVOICE TOTAL:		354.30	*
	7982120022-1221		01/03/22	01	11/24-12/29 609 N BRIDGE	01-110-54-00-5480		37.25	
						INVOICE TOTAL:		37.25	*
						CHECK TOTAL:		1,690.17	
535984	COMPASS	COMPASS MINERALS AMERICA							
	898111		12/04/21	01	SALT	15-155-56-00-5618		14,840.66	
						INVOICE TOTAL:		14,840.66	*
						CHECK TOTAL:		14,840.66	

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
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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	
535985	COREMAIN	CORE & MAIN LP							
	Q057306		12/08/21	01	WASHERS, WIRE	51-510-56-00-5664		388.13	
						INVOICE TOTAL:		388.13	*
	Q108571		12/16/21	01	3" METER	51-510-56-00-5664		1,847.76	
						INVOICE TOTAL:		1,847.76	*
	Q119371		12/20/21	01	4" METER	51-510-56-00-5664		3,392.18	
						INVOICE TOTAL:		3,392.18	*
	Q125998		12/21/21	01	3" METER	51-510-56-00-5664		1,847.76	
						INVOICE TOTAL:		1,847.76	*
	Q130729		12/29/21	01	32 100CF METERS	51-510-56-00-5664		4,000.00	
						INVOICE TOTAL:		4,000.00	*
	Q136505		12/22/21	01	FLANGE	51-510-56-00-5664		30.45	
						INVOICE TOTAL:		30.45	*
	Q143755		12/29/21	01	MEASURING CHAMBER	51-510-56-00-5664		1,186.00	
						INVOICE TOTAL:		1,186.00	*
						CHECK TOTAL:		12,692.28	
535986	DIRENRGY	DIRECT ENERGY BUSINESS							
	1704706-220060047846		01/06/22	01	11/30-01/02 RT34 & BEECHER	23-230-54-00-5482		99.33	
						INVOICE TOTAL:		99.33	*
	1704722-220060047846		01/06/22	01	11/30-12/27 2921 BRISTOL RDG	51-510-54-00-5480		5,601.94	
						INVOICE TOTAL:		5,601.94	*
	1704723-220060047846		01/06/22	01	11/30-12/28 2224 TREMONT	51-510-54-00-5480		6,517.38	
						INVOICE TOTAL:		6,517.38	*
						CHECK TOTAL:		12,218.65	

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
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535987	DORNER	DORNER PRODUCTS, INC							
	160163-IN		12/15/21	01	ANGLE SPEED CONTROL	51-510-54-00-5445		2,088.00	
						INVOICE TOTAL:		2,088.00	*
						CHECK TOTAL:		2,088.00	
535988	DUTEK	THOMAS & JULIE FLETCHER							
	1015798		12/13/21	01	HOSE ASSEMBLIES	01-410-56-00-5628		64.50	
						INVOICE TOTAL:		64.50	*
						CHECK TOTAL:		64.50	
535989	DYNEGY	DYNEGY ENERGY SERVICES							
	386643521121		12/30/21	01	10/26-11/23 420 FAIRHAVEN	52-520-54-00-5480		108.11	
				02	10/27-11/28 6780 RT47	51-510-54-00-5480		119.97	
				03	11/23-12/27 456 KENNEDY RD	51-510-54-00-5480		156.41	
				04	11/09-12/09 4600 N BRIDGE	51-510-54-00-5480		56.79	
				05	11/22-12/26 1106 PRAIRIE CR	52-520-54-00-5480		102.21	
				06	11/23-12/27 301 E HYDRAULIC	79-795-54-00-5480		61.13	
				07	10/28-11/29 FOX HILL LIFT	52-520-54-00-5480		79.75	
				08	11/22-12/26 872 PRAIRIE CR	79-795-54-00-5480		60.08	
				09	11/09-12/09 9257 GALENA PARK	79-795-54-00-5480		53.09	
				10	10/26-11/23 101 BRUELL ST	52-520-54-00-5480		342.26	
				11	11/22-12/26 1908 RAINTREE RD	51-510-54-00-5480		290.68	
				12	11/23-12/27 PRESTWICK LIFT	52-520-54-00-5480		126.31	
				13	11/23-12/27 1991 CANNONBALL TR	51-510-54-00-5480		277.83	
				14	10/26-11/23 610 TOWER LN	51-510-54-00-5480		149.40	
				15	11/23-12/27 276 WINDHAM CR	52-520-54-00-5480		152.10	
				16	11/23-12/27 133 E HYDRAULIC	79-795-54-00-5480		210.27	
				17	10/26-11/23 1975 BRIDGE LIFT	52-520-54-00-5480		388.16	
						INVOICE TOTAL:		2,734.55	*
						CHECK TOTAL:		2,734.55	

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
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535990	FARMFLEE	BLAIN'S FARM & FLEET							
	4811-T.SCOTT		01/02/22	01	PANTS, HOODIE	79-790-56-00-5600		125.97	
						INVOICE TOTAL:		125.97	*
						CHECK TOTAL:		125.97	
535991	FIRSTRSP	FIRST RESPONDERS WELLNESS							
	10353		12/22/21	01	INDIVIDUAL DEBRIEF	01-210-54-00-5462		185.00	
						INVOICE TOTAL:		185.00	*
	10371		12/27/21	01	GROUP DEBRIEFINGS	01-210-54-00-5462		640.00	
						INVOICE TOTAL:		640.00	*
						CHECK TOTAL:		825.00	
535992	GARDKOCH	GARDINER KOCH & WEISBERG							
	H-2364C-6676		01/09/22	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		2,442.00	
						INVOICE TOTAL:		2,442.00	*
	H-3586C-6677		01/09/22	01	NICHOLSON MATTERS	01-640-54-00-5461		673.76	
						INVOICE TOTAL:		673.76	*
						CHECK TOTAL:		3,115.76	
535993	HARRIS	HARRIS COMPUTER SYSTEMS							
	MSIXT0000206		12/29/21	01	MYGOVHUB FEES-DEC 2021	01-120-54-00-5462		95.10	
				02	MYGOVHUB FEES-DEC 2021	51-510-54-00-5462		143.53	
				03	MYGOVHUB FEES-DEC 2021	52-520-54-00-5462		41.42	
						INVOICE TOTAL:		280.05	*
						CHECK TOTAL:		280.05	
535994	ILEAS	ILEAS							

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 01/25/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
535994	ILEAS ILEAS						
	2022-00000010	12/06/21	01	2022 MFF DUES RENEWAL	01-210-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
535995	ILLCO ILLCO, INC.						
	1393914	12/08/21	01	B-85 BELT	24-216-56-00-5656		22.05
					INVOICE TOTAL:		22.05 *
					CHECK TOTAL:		22.05
535996	ILTRUCK ILLINOIS TRUCK MAINTENANCE, IN						
	029437	12/10/21	01	OIL CHANGE, VEHICLE INSPECTION	01-410-54-00-5490		635.58
					INVOICE TOTAL:		635.58 *
	029441	12/13/21	01	OIL CHANGE, VEHICLE INSPECTION	01-410-54-00-5490		714.61
					INVOICE TOTAL:		714.61 *
	029443	12/13/21	01	OIL CHANGE, REPAIR TRANS FLUID	01-410-54-00-5490		802.39
			02	LEAK, REPLACE PLOW HEADLIGHT	** COMMENT **		
					INVOICE TOTAL:		802.39 *
	029455	12/22/21	01	OIL CHANGE, VEHICLE INSPECTION	01-410-54-00-5490		797.52
					INVOICE TOTAL:		797.52 *
	029457	12/22/21	01	OIL CHANGE, REPLACE GREASE	01-410-54-00-5490		584.61
			02	ZERKS	** COMMENT **		
					INVOICE TOTAL:		584.61 *
					CHECK TOTAL:		3,534.71
535997	IMPACT IMPACT NETWORKING, LLC						

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
535997	IMPACT	IMPACT NETWORKING, LLC						
	2380893	12/28/21	01	11/29-12/28 COPY CHARGES	01-110-54-00-5430		144.37	
			02	11/29-12/28 COPY CHARGES	01-120-54-00-5430		48.12	
			03	11/29-12/28 COPY CHARGES	01-220-54-00-5430		44.71	
			04	11/29-12/28 COPY CHARGES	01-210-54-00-5430		70.61	
			05	11/29-12/28 COPY CHARGES	79-790-54-00-5462		58.19	
			06	11/29-12/28 COPY CHARGES	79-795-54-00-5462		58.19	
			07	11/29-12/28 COPY CHARGES	51-510-54-00-5430		6.22	
			08	11/29-12/28 COPY CHARGES	01-410-54-00-5462		6.23	
			09	11/29-12/28 COPY CHARGES	52-520-54-00-5462		6.22	
						INVOICE TOTAL:	442.86	*
					CHECK TOTAL:			442.86
535998	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	189462	12/17/21	01	TRUCK INSPECTION	79-790-54-00-5495		35.00	
						INVOICE TOTAL:	35.00	*
					CHECK TOTAL:			35.00
535999	JUSTSAFE	JUST SAFETY, LTD						
	36877	12/21/21	01	FIRST AID SUPPLIES	52-520-56-00-5610		54.90	
						INVOICE TOTAL:	54.90	*
					CHECK TOTAL:			54.90
536000	KCACP	KENDALL COUNTY ASSOCIATION OF						
	2022 DUES	01/07/22	01	2022 DUES RENEWAL	01-210-54-00-5460		280.00	
						INVOICE TOTAL:	280.00	*
					CHECK TOTAL:			280.00
536001	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE						

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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536001	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE							
	DEC 2021-KENDALL		01/04/22	01	KENDALL CO FTA BOND FEE	01-000-24-00-2412		140.00	
				02	REIMBURSEMENT ** COMMENT **				
						INVOICE TOTAL:		140.00	*
						CHECK TOTAL:		140.00	
536002	KENPRINT	ANNETTE M. POWELL							
	21-1117		11/17/21	01	2 TRAINING MANUALS	01-210-54-00-5430		27.40	
						INVOICE TOTAL:		27.40	*
	22-0105		01/05/22	01	100 BUSINESS CARDS	01-210-54-00-5430		62.00	
				02	EACH-CARLYLE & NELSON ** COMMENT **				
						INVOICE TOTAL:		62.00	*
						CHECK TOTAL:		89.40	
536003	KONEINC	KONE INC.							
	962105147		01/01/22	01	JAN 2022 ELEVATOR MAINTENANCE	24-216-54-00-5446		165.76	
						INVOICE TOTAL:		165.76	*
						CHECK TOTAL:		165.76	
536004	LAYNE	LAYNE CHRISTENSEN COMPANY							
	2119387		10/19/21	01	WELL 4 TROUBLESHOOTING	51-510-54-00-5445		1,237.50	
						INVOICE TOTAL:		1,237.50	*
	2119835		10/19/21	01	WELL 7 TROUBLESHOOTING	51-510-54-00-5445		900.00	
						INVOICE TOTAL:		900.00	*
						CHECK TOTAL:		2,137.50	
536005	LINDCO	LINDCO EQUIPMENT SALES 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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536005	LINDCO	LINDCO EQUIPMENT SALES INC							
	211190E-B		12/22/21	01	9'HOPPER V-BOX SPREADER,	25-215-60-00-6060		8,057.00	
				02	TAIL;GATE LATCH BAR	** COMMENT **			
						INVOICE TOTAL:		8,057.00	*
						CHECK TOTAL:		8,057.00	
536006	LINDCO	LINDCO EQUIPMENT SALES INC							
	211308P		12/29/21	01	ADAPTER	01-410-56-00-5628		127.42	
						INVOICE TOTAL:		127.42	*
						CHECK TOTAL:		127.42	
536007	LOCALGOV	TIM SCHLONEGER							
	04272022		01/01/22	01	ANNUAL MEMBERSHIP RENEWAL	01-110-54-00-5460		1,320.00	
						INVOICE TOTAL:		1,320.00	*
						CHECK TOTAL:		1,320.00	
536008	MARTPLMB	MARTIN PLUMBING & HEATING CO.							
	2021-1059		11/30/21	01	REMOVED AND REPLACED GAS VENT	24-216-54-00-5446		2,782.00	
						INVOICE TOTAL:		2,782.00	*
						CHECK TOTAL:		2,782.00	
536009	MENINC	MENARDS INC							
	103121-STREBATE		01/06/22	01	AUG-OCT 2021 SALES TAX REBATE	01-640-54-00-5492		75,244.65	
						INVOICE TOTAL:		75,244.65	*
						CHECK TOTAL:		75,244.65	
536010	MENLAND	MENARDS - YORKVILLE							

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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536010	MENLAND	MENARDS - YORKVILLE							
	25278		09/24/21	01	PAINT, SANDING DISCS, WIRE	79-790-56-00-5640		114.25	
				02	WHEEL BRUSH COARS, TAPE,	** COMMENT **			
				03	COVERS, LOCKNUTS, WASHERS,	** COMMENT **			
				04	GRINDING WHEEL	** COMMENT **			
						INVOICE TOTAL:		114.25	*
	25620		09/29/21	01	MORTAR MIX	01-410-56-00-5620		82.56	
						INVOICE TOTAL:		82.56	*
	25643-21		09/29/21	01	GALV REDUCER	79-790-56-00-5640		2.83	
						INVOICE TOTAL:		2.83	*
	25716		09/30/21	01	RADIAL PATCH KIT	52-520-56-00-5620		1.99	
						INVOICE TOTAL:		1.99	*
	25759		10/01/21	01	BATTERIES	79-790-56-00-5620		15.99	
						INVOICE TOTAL:		15.99	*
	30805		12/06/21	01	CONCRETE BLANKET	79-790-56-00-5640		179.97	
						INVOICE TOTAL:		179.97	*
	30895		12/07/21	01	BATTERIES, TOILET PAPER	79-790-56-00-5620		15.96	
						INVOICE TOTAL:		15.96	*
						CHECK TOTAL:			413.55
536011	MENLAND	MENARDS - YORKVILLE							
	30958		12/08/21	01	BENCH VISE	01-410-56-00-5630		109.00	
				02	PAPER TOWEL, BOLTS	01-410-56-00-5620		24.86	
						INVOICE TOTAL:		133.86	*
						CHECK TOTAL:			133.86
536012	MENLAND	MENARDS - YORKVILLE							

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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536012	MENLAND	MENARDS - YORKVILLE							
	30961		12/08/21	01	CONDUIT, WIRE, OUTLETS,	01-410-56-00-5620		157.51	
				02	BOLTS, COVERS, CONNECTORS,	** COMMENT **			
				03	ELBOWS	** COMMENT **			
						INVOICE TOTAL:		157.51	*
	30962		12/08/21	01	FILTERS	24-216-56-00-5656		18.49	
						INVOICE TOTAL:		18.49	*
	30963		12/08/21	01	BOLTS, ANCHORS	24-216-56-00-5656		5.26	
						INVOICE TOTAL:		5.26	*
	30965		12/08/21	01	BLEACH, CLEANER	51-510-56-00-5620		18.14	
						INVOICE TOTAL:		18.14	*
	30981		12/08/21	01	SPONGES, WIRE SHELVES, POLE	51-510-56-00-5638		153.60	
						INVOICE TOTAL:		153.60	*
	31054		12/09/21	01	REFLECTORS	79-790-56-00-5640		8.97	
						INVOICE TOTAL:		8.97	*
	31403		12/14/21	01	METAL CUTTING TOOL	01-410-56-00-5620		5.96	
						INVOICE TOTAL:		5.96	*
	31415		12/14/21	01	BLADES, WIRE SHELF	51-510-56-00-5620		41.87	
						INVOICE TOTAL:		41.87	*
	31418		12/14/21	01	SPNGE SEAL, TUBING, SHARPIE	51-510-56-00-5620		19.50	
						INVOICE TOTAL:		19.50	*
	31560		12/16/21	01	SPREADER CHAINS	01-410-56-00-5628		108.12	
						INVOICE TOTAL:		108.12	*
	31574		12/16/21	01	RATCHET STRAPS, POWER CORDS	01-410-56-00-5628		45.64	
						INVOICE TOTAL:		45.64	*

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 01/25/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536012	MENLAND MENARDS - YORKVILLE							
	31582-21	12/16/21	01	COUPLING, MANIFOLD	01-410-56-00-5628		19.48	
					INVOICE TOTAL:		19.48	*
	31851	12/20/21	01	CABLE	01-410-56-00-5628		40.50	
					INVOICE TOTAL:		40.50	*
	31930	12/21/21	01	UTILITY BLADES	51-510-56-00-5620		2.05	
					INVOICE TOTAL:		2.05	*
	32019	12/22/21	01	BATTERY CHARGER KIT, RECIP SAW	51-510-56-00-5630		203.49	
			02	DUST MOP	** COMMENT **			
					INVOICE TOTAL:		203.49	*
	32027	12/22/21	01	SOCKET	01-410-56-00-5630		5.97	
					INVOICE TOTAL:		5.97	*
	32072	12/23/21	01	FUEL PREMIX, LID, PICKUP TOOL	24-216-56-00-5656		34.45	
					INVOICE TOTAL:		34.45	*
	32080	12/23/21	01	SOCKS, GLOVES, HAT-STEFFENS	52-520-56-00-5620		31.96	
					INVOICE TOTAL:		31.96	*
	32081	12/23/21	01	EXHAUST FLUID	01-410-56-00-5628		59.96	
					INVOICE TOTAL:		59.96	*
	32088-21	12/23/21	01	NIPPLES, COUPLING, FLAP DISC,	51-510-56-00-5620		198.71	
			02	TOOLBOX LATCH	** COMMENT **			
					INVOICE TOTAL:		198.71	*
	32434	12/29/21	01	BALL VALVE, ADAPTER, COUPLING	01-410-56-00-5640		41.65	
					INVOICE TOTAL:		41.65	*
	32454	12/29/21	01	TRANSPORT CHAINS, CLEVIS HOOK	01-410-56-00-5640		51.37	
					INVOICE TOTAL:		51.37	*

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536012	MENLAND	MENARDS - YORKVILLE							
	32455		12/29/21	01	RATCHET BINDER	01-410-56-00-5640		44.99	
						INVOICE TOTAL:		44.99	*
	32495		12/30/21	01	TRANSPORT CHAINS, RATCHET	01-410-56-00-5640		191.72	
				02	BINDER, CLEVIS HOOK, GRAB HOOK	** COMMENT **			
						INVOICE TOTAL:		191.72	*
	32504		12/30/21	01	BRAKE CLEANER	01-410-56-00-5640		24.95	
						INVOICE TOTAL:		24.95	*
						CHECK TOTAL:		1,534.31	
536013	MIDWSALT	MIDWEST SALT							
	P460701		12/21/21	01	BULK ROCK SALT	51-510-56-00-5638		2,760.66	
						INVOICE TOTAL:		2,760.66	*
	P460914		01/03/22	01	BULK ROCK SALT	51-510-56-00-5638		2,896.74	
						INVOICE TOTAL:		2,896.74	*
						CHECK TOTAL:		5,657.40	
536014	MIKOLASR	RAY MIKOLASEK							
	121621		12/16/21	01	OFFICER GRADUATION CEREMONY	01-210-54-00-5415		15.00	
				02	MEAL PER DIEM	** COMMENT **			
						INVOICE TOTAL:		15.00	*
						CHECK TOTAL:		15.00	
D002364	MILSCHET	TED MILSCHEWSKI							
	CDL REIMB		01/10/22	01	REIMBURSEMENT FOR CDL	01-410-54-00-5462		50.00	
						INVOICE TOTAL:		50.00	*
						DIRECT DEPOSIT 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	950-XXX	ESCROW DEPOSIT

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536015	MONTRK	MONROE TRUCK EQUIPMENT						
	335635		12/13/21	01	PARTS FOR BOSS POWER UNIT	01-410-56-00-5628		630.02
						INVOICE TOTAL:		630.02 *
						CHECK TOTAL:		630.02
536016	MUNICODE	MUNICODE						
	00368979		01/11/22	01	5 COPIES OF SUPPLEMENT 2 TO	01-110-54-00-5451		14.06
				02	THE CODE OF ORDINANCES	** COMMENT **		
						INVOICE TOTAL:		14.06 *
						CHECK TOTAL:		14.06
536017	NEMRT	NORTH EAST MULTI-REGIONAL						
	296264		12/21/21	01	BREATH ALCOHOL TESTING-CARUSO	01-210-54-00-5412		48.91
						INVOICE TOTAL:		48.91 *
						CHECK TOTAL:		48.91
536018	NEOUSA	QUADIENT , INC						
	N9199818		12/30/21	01	JAN-APR 2022 POSTAGE MACHINE	01-120-54-00-5485		161.97
				02	LEASE	** COMMENT **		
						INVOICE TOTAL:		161.97 *
						CHECK TOTAL:		161.97
536019	NICOR	NICOR GAS						
	00-41-22-8748 4-1221		01/05/22	01	12/01-01/03 1107 PRAIRIE LN	01-110-54-00-5480		395.66
						INVOICE TOTAL:		395.66 *
	12-43-53-5625 3-1221		01/04/22	01	12/02-01/04 609 N BRIDGE	01-110-54-00-5480		157.46
						INVOICE TOTAL:		157.46 *

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536019	NICOR	NICOR GAS							
	15-41-50-1000 6-1221		01/04/22	01	12/01-01/03 804 GAME FARM RD	01-110-54-00-5480		644.99	
						INVOICE TOTAL:		644.99	*
	15-64-61-3532 5-1221		01/03/22	01	12/01-01/03 1991 CANNONBALL	01-110-54-00-5480		56.56	
						INVOICE TOTAL:		56.56	*
	20-52-56-2042 1-1221		12/30/21	01	11/30-12/30 420 FAIRHAVEN	01-110-54-00-5480		159.73	
						INVOICE TOTAL:		159.73	*
	23-45-91-4862 5-1221		01/04/22	01	12/02-01/04 101 BRUELL ST	01-110-54-00-5480		167.08	
						INVOICE TOTAL:		167.08	*
	40-52-64-8356 1-1221		01/05/22	01	12/03-01/05 102 E VAN EMMON	01-110-54-00-5480		641.02	
						INVOICE TOTAL:		641.02	*
	61-60-4-1000 9-1221		01/05/22	01	12/02-01/04 610 TOWER	01-110-54-00-5480		1,082.87	
						INVOICE TOTAL:		1,082.87	*
	83-80-00-1000 7-1221		01/05/22	01	12/02-01/04 610 TOWER UNIT B	01-110-54-00-5480		490.72	
						INVOICE TOTAL:		490.72	*
	91-85-68-4012-1221		01/04/22	01	12/01-01/03 902 GAME FARM RD	82-820-54-00-5480		2,746.24	
						INVOICE TOTAL:		2,746.24	*
	95-16-10-1000 4-1221		01/04/22	01	12/02-01/04 1 RT47	01-110-54-00-5480		49.18	
						INVOICE TOTAL:		49.18	*
						CHECK TOTAL:			6,591.51
536020	ONEILL	O'NEILL GLASS & MIRROR, INC.							
	00238843		12/30/21	01	INSTALL NEW WINDOW AT 902 GAME	24-216-54-00-5446		225.00	
				02	FARM RD	** COMMENT **			
						INVOICE TOTAL:		225.00	*

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 01/25/2022

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536020	ONEILL	O'NEILL GLASS & MIRROR, INC.					
	00238844	12/30/21	01	INSTALL NEW GLASS AT BEECHER	24-216-54-00-5446		307.48
			02	CENTER	** COMMENT **		
					INVOICE TOTAL:		307.48 *
					CHECK TOTAL:		532.48
536021	OSWEFIRE	OSWEGO FIRE PROTECTION DIST.					
	103121-LC	01/06/22	01	AUG-OCT 2021 DEVELOPMENT FEES	95-000-24-00-2456		5,298.30
					INVOICE TOTAL:		5,298.30 *
					CHECK TOTAL:		5,298.30
536022	PARADISE	PARADISE CAR WASH					
	224402	12/01/21	01	NOV 2021 CAR WASHES	79-790-54-00-5495		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
536023	PFPETT	P.F. PETTIBONE & CO.					
	181533	12/29/21	01	WARNING & CITATION TICKETS	01-210-54-00-5430		573.55
					INVOICE TOTAL:		573.55 *
					CHECK TOTAL:		573.55
536024	PITSTOP	PIT STOP					
	PS395989	08/26/21	01	07/30-08/26 PORT-O-LET	79-795-56-00-5620		182.00
			02	UPKEEP-BEECHER COMMUNITY PARK	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS395992	08/26/21	01	07/30-08/26 PORTOLET UPKEEP AT	79-795-56-00-5620		80.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536024	PITSTOP	PIT STOP							
	PS395992		08/26/21	02	STEVEN BRIDGE PARK	** COMMENT **			
						INVOICE TOTAL:		80.00	*
	PS423115		12/16/21	01	11/19-12/16 PORT-O-LET	79-795-56-00-5620		137.80	
				02	UPKEEP-RIVERFRONT PARK	** COMMENT **			
						INVOICE TOTAL:		137.80	*
	PS423116		12/16/21	01	11/19-12/16 PORT-O-LET	79-795-56-00-5620		196.00	
				02	UPKEEP-210 S BRIDGE	** COMMENT **			
						INVOICE TOTAL:		196.00	*
						CHECK TOTAL:			595.80
536025	R0002208	HARI DEVELOPMENT YORKVILLE LLC							
	103121-STREBATE		01/06/22	01	AUG-OCT 2021 SALES TAX REBATE	01-640-54-00-5492		3,000.93	
						INVOICE TOTAL:		3,000.93	*
						CHECK TOTAL:			3,000.93
536026	R0002494	JULIE D'AMORE							
	BSKTBL-REFUND		01/03/22	01	WINTER BASKETBALL REFUND	79-000-44-00-4404		52.50	
						INVOICE TOTAL:		52.50	*
						CHECK TOTAL:			52.50
536027	R0002495	STEVEN FARINA							
	122821-RFND		12/28/21	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		174.16	
				02	BILLING FOR ACCT#0102469960-01	** COMMENT **			
						INVOICE TOTAL:		174.16	*
						CHECK TOTAL:			174.16

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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536028	R0002496	ALLEN AUGUSTAD							
	122921-RFND		12/29/21	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		393.58	
				02	BILLING FOR ACCT#0101370500-00	** COMMENT **			
						INVOICE TOTAL:		393.58	*
						CHECK TOTAL:		393.58	
536029	R0002497	JUSTIN JENKINS							
	010322-RFND		01/03/22	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		22.58	
				02	BILLING FOR ACCT#0300905630-01	** COMMENT **			
						INVOICE TOTAL:		22.58	*
						CHECK TOTAL:		22.58	
536030	REDWING	RED WING STORE - AURORA							
	32-1-104672		12/10/21	01	WORKBOOTS-D.BROWN	51-510-56-00-5600		256.49	
				02	ORTHO FOOTBED-D.BROWN	51-510-56-00-5600		64.99	
						INVOICE TOTAL:		321.48	*
						CHECK TOTAL:		321.48	
536031	STOKES	STOKES EXCAVATING, INC							
	4938		01/12/22	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6025		127,856.49	
				02	#5 - ELIZABETH STREET AND	** COMMENT **			
				03	APPLETREE COURT WATERMAIN	** COMMENT **			
				04	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		127,856.49	*
						CHECK TOTAL:		127,856.49	
536032	SUBURLAB	SUBURBAN LABORATORIES INC.							
	198384		12/30/21	01	WATER SAMPLING	51-510-54-00-5429		540.00	
						INVOICE TOTAL:		540.00	*
						CHECK TOTAL:		540.00	

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
536033	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC							
	20211888		12/15/21	01	ASPHALT	23-230-60-00-6032		1,526.00	
						INVOICE TOTAL:		1,526.00	*
						CHECK TOTAL:		1,526.00	
536034	TRCONTPR	TRAFFIC CONTROL & PROTECTION							
	108564		09/07/21	01	CAP FLATS, CROSS FLATS	23-230-56-00-5619		198.05	
						INVOICE TOTAL:		198.05	*
	108650		09/16/21	01	TURN SIGNS	23-230-56-00-5619		650.15	
						INVOICE TOTAL:		650.15	*
	108660		09/13/21	01	STREET SIGN	23-230-56-00-5619		135.35	
						INVOICE TOTAL:		135.35	*
	108892		09/21/21	01	STREET SIGNS	23-230-56-00-5619		226.10	
						INVOICE TOTAL:		226.10	*
	109020		09/24/21	01	STREET SIGNS	23-230-56-00-5619		800.50	
						INVOICE TOTAL:		800.50	*
	109904		10/01/21	01	MISC SIGN	23-230-56-00-5619		305.70	
						INVOICE TOTAL:		305.70	*
	110022		10/20/21	01	MISC SIGN	23-230-56-00-5619		89.00	
						INVOICE TOTAL:		89.00	*
	110519		12/21/21	01	STREET SIGNS	23-230-56-00-5619		94.75	
						INVOICE TOTAL:		94.75	*
						CHECK TOTAL:		2,499.60	
536035	UMBBANK	UMB BANK							

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 01/25/2022

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536035	UMBBANK	UMB BANK						
	103121-STREBATE		01/05/22	01	AUG-OCT 2021 SALES TAX REBATE	01-640-54-00-5492		273,942.71
						INVOICE TOTAL:		273,942.71 *
						CHECK TOTAL:		273,942.71
536036	UNIVOFIL	UNIVERSITY OF ILLINOIS						
	UPI10697		12/13/21	01	MFI RECERTIFICATION-HAYES	01-210-54-00-5412		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
536037	VITOSH	CHRISTINE M. VITOSH						
	CMV 2034		12/27/21	01	DEC 2021 ADMIN HEARINGS	01-210-54-00-5467		375.00
						INVOICE TOTAL:		375.00 *
						CHECK TOTAL:		375.00
536038	WATERSYS	WATER SOLUTIONS UNLIMITED, INC						
	47687		12/17/21	01	CHLORINE	51-510-56-00-5638		330.00
						INVOICE TOTAL:		330.00 *
						CHECK TOTAL:		330.00
536039	WEINERTA	ANDREA WEINERT						
	122121-MLG		01/05/22	01	PERMIT TECH EXAM MILEAGE	01-220-54-00-5415		39.76
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		39.76 *
						CHECK TOTAL:		39.76
536040	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**	**950-XXX**	**ESCROW DEPOSIT**

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 01/25/2022

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536040	WERDERW	WALLY WERDERICH							
	010322-DEC 2021		01/07/22	01	DEC 2021 ADMIN HEARING	01-210-54-00-5467		150.00	
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		150.00	
D002365	YBSD	YORKVILLE BRISTOL							
	2022.001		01/06/22	01	JAN 2022 LANDFILL EXPENSE	51-510-54-00-5445		19,715.21	
						INVOICE TOTAL:		19,715.21	*
	21-DEC		01/04/22	01	DEC 2021 SANITARY FEES	95-000-24-00-2450		292,075.40	
						INVOICE TOTAL:		292,075.40	*
						DIRECT DEPOSIT TOTAL:		311,790.61	
536041	YORKACE	YORKVILLE ACE & RADIO SHACK							
	174672		12/21/21	01	RUG DOCTOR RENTAL	79-795-56-00-5640		53.99	
						INVOICE TOTAL:		53.99	*
	174675		12/21/21	01	CARPET CLEANING SOLUTION	79-795-56-00-5640		24.00	
						INVOICE TOTAL:		24.00	*
	174704		12/28/21	01	KEYS	24-216-56-00-5656		11.96	
						INVOICE TOTAL:		11.96	*
	174727		01/03/22	01	KEYS	01-410-56-00-5620		3.99	
						INVOICE TOTAL:		3.99	*
						CHECK TOTAL:		93.94	
536042	YORKSCHO	YORKVILLE SCHOOL DIST #115							
	103121-LC		01/06/22	01	AUG-OCT 2021 LAND CASH FEES	95-000-24-00-2453		36,450.20	
						INVOICE TOTAL:		36,450.20	*
						CHECK TOTAL:		36,450.20	

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 01/25/2022

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536043	YOUNGM MARLYS J. YOUNG							
	121521	01/10/22	01	12/15/21 ADMIN MEETING MINUTES	01-110-54-00-5462		43.75	
					INVOICE TOTAL:		43.75	*
	122121	01/03/22	01	01/21/21 PW MEETING MINUTES	01-110-54-00-5462		52.00	
					INVOICE TOTAL:		52.00	*
					CHECK TOTAL:		95.75	

TOTAL CHECKS PAID: 674,599.55

TOTAL DIRECT DEPOSITS PAID: 312,669.61

TOTAL AMOUNT PAID: 987,269.16

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
January 7, 2022

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	17,168.67	-	17,168.67	1,520.00	1,298.26	19,986.93
FINANCE	11,519.60	-	11,519.60	1,038.59	871.73	13,429.92
POLICE	139,030.88	10,307.80	149,338.68	587.51	11,168.10	161,094.29
COMMUNITY DEV.	23,838.18	-	23,838.18	2,161.65	1,799.51	27,799.34
STREETS	20,436.43	2,369.09	22,805.52	2,029.69	1,686.07	26,521.28
BUILDING & GROUNDS	2,095.20	196.43	2,291.63	230.65	198.24	2,720.52
WATER	17,412.86	981.76	18,394.62	1,637.11	1,343.99	21,375.72
SEWER	10,457.58	-	10,457.58	930.71	766.98	12,155.27
PARKS	25,515.13	622.09	26,137.22	2,295.23	1,944.50	30,376.95
RECREATION	15,243.94	-	15,243.94	1,299.13	1,138.65	17,681.72
LIBRARY	15,877.92	-	15,877.92	954.62	1,173.84	18,006.38
TOTALS	$ 298,596.39	$ 14,477.17	$ 313,073.56	$ 14,684.89	$ 23,389.87	$ 351,148.32

TOTAL PAYROLL **$ 351,148.32**

UNITED CITY OF YORKVILLE
BILL LIST SUMMARY

Tuesday, January 25, 2022

ACCOUNTS PAYABLE		**DATE**		
Manual City Check Register *(Page 1)*		01/06/2022	$	55,200.00
City Check Register *(Pages 2 - 25)*		01/25/2022		987,269.16
	SUB-TOTAL:			**$1,042,469.16**
PAYROLL				
Bi - Weekly *(Page 26)*		01/07/2022	$	351,148.32
	SUB-TOTAL:		**$**	**351,148.32**
	TOTAL DISBURSEMENTS:		**$**	**1,393,617.48**

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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2022-04

Agenda Item Summary Memo

Title: 2021 Road to Better Roads Program - MFT

Meeting and Date: City Council – January 25, 2022

Synopsis: Recommendation to Approve Request for Change in Plans and Final Payment Estimate

Council Action Previously Taken:

Date of Action: PW – 01/18/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-04

Type of Vote Required: Majority

Council Action Requested: Approval of Request for Change in Plans and Final Payment Estimate

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: January 10, 2022
Subject: 2021 Roads to Better Roads Program - MFT

The 2021 Roads to Better Roads Program was awarded to D Construction, Inc 1488 S. Broadway Street, Coal City, Illinois 60416 at total awarded value of $857,885.67. The project is now complete and accepted. The project came in $67,984.96 under budget for a Final Construction Cost of $789,900.72. Due to the use of Motor Fuel Tax Funds, the Request for Change in Plans and Engineer's Final Payment Estimate need to be approved by IDOT before final payment can be made.

We recommend that the City approve of the Request for Change in Plans and Engineer's Final Payment Estimate.

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

Illinois Department of Transportation

Engineer's Payment Estimate

Local Public Agency	County	Route(s) (Street/Road)	Section Number	Estimate
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM	3

☒ Final

Payable to Name

D Construction, Inc.

Address

1488 S. Broadway Street Coal City, IL 60416

Date From: 11/06/21

Date To: 01/04/22

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
SUPPLEMENTAL WATERING	UNIT	11	$0.11	0	11	0	$0.0100	
BITUMINOUS MATERIALS (TACK COAT)	LB	24678	$246.78	2052.4	0	26703.4	$0.0100	$267.03
HMA SURFACE REMOVAL - BUTT JOINT	SQ YD	945	$9,450.00	0	29	916	$10.0000	$9,160.00
HMA BINDER COURSE, IL-9.5, N50	TON	3157	$201,100.90	0	180.4	2976.6	$63.7000	$189,609.42
HMA SURFACE COURSE, IL-9.5, MIX "D", N50	TON	3157	$201,100.90	197.4	0	3354.4	$63.7000	$213,675.28
PCC SIDEWALK 5 INCH	SQ FT	5472	$36,115.20	0	275.6	5196.4	$6.6000	$34,296.24
DETECTABLE WARNINGS	SQ FT	394	$13,002.00	0	9	385	$33.0000	$12,705.00
SIDEWALK REMOVAL	SQ FT	5474	$7,554.12	0	277.6	5196.4	$1.3800	$7,171.03
HMA SURFACE REMOVAL, 3"	SQ YD	12550	$33,257.50	183.7	0	12733.7	$2.6500	$33,744.31
HMA SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	24000	$56,400.00	0	391.7	23608.3	$2.3500	$55,479.50
CLASS D PATCHES, TYPE I, 3 INCH	SQ YD	14	$462.00	0	14	0	$33.0000	
CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	77	$2,464.00	0	54.6	22.4	$32.0000	$716.80
CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	251	$6,275.00	0	229	22	$25.0000	$550.00
CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	1476	$32,472.00	0	1437	39	$22.0000	$858.00

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
CRACK ROUTING (PAVEMENT)	FT	100000	$2,000.00	80	0	100080	$0.0200	$2,001.60
CRACK FILLING	LB	33334	$44,000.88	26	0	33360	$1.3200	$44,035.20
ROUTING AND SEALING CRACKS	FT	16546	$7,942.08	1221.5	0	17767.5	$0.4800	$8,528.40
MANHOLES TO BE ADJUSTED	EA	22	$10,648.00	0	13	9	$484.0000	$4,356.00
INLETS TO BE ADJUSTED	EA	25	$8,800.00	0	1	24	$352.0000	$8,448.00
INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EA	1	$2,500.00	0	1	0	$2,500.0000	
INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EA	3	$2,640.00	0	0	3	$880.0000	$2,640.00
VALVE BOXES TO BE ADJUSTED	EA	11	$3,025.00	0	6	5	$275.0000	$1,375.00
SANITARY MANHOLES TO BE ADJUSTED	EA	19	$10,972.50	0	10	9	$577.5000	$5,197.50
SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EA	10	$9,240.00	0	3	7	$924.0000	$6,468.00
THERMOPLASTIC PAVEMENT MARKING - LETTER AND SYMBOLS	SQ FT	71	$781.00	33	0	104	$11.0000	$1,144.00
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	3849	$2,694.30	0	247	3602	$0.7000	$2,521.40
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	385	$731.50	122.2		507.2	$1.9000	$963.68
THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FT	142	$340.80	0	142	0	$2.4000	
THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	90	$297.00	199.4	0	289.4	$3.3000	$955.02

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	67	$737.00	3	0	70	$11.0000	$770.00
POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	540	$3,078.00	0	191.6	348.4	$5.7000	$1,985.88
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FT	7710	$6,630.60	0	3644.0	4066	$0.8600	$3,496.76
POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FT	5490	$7,246.80	0	998	4492	$1.3200	$5,929.44
POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FT	360	$514.80	0	360	0	$1.4300	
POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FT	530	$1,272.00	0	403.5	126.5	$2.4000	$303.60
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FT	230	$1,311.00	0	7.9	222.1	$5.7000	$1,265.97
SODDING, SPECIAL	SQ YD	1223	$18,345.00	0	308.2	914.8	$15.0000	$13,722.00
PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	171	$11,286.00	19.3	0	190.3	$66.0000	$12,559.80
HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	76	$3,952.00	61.2	0	137.2	$52.0000	$7,134.40
COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FT	2931	$93,498.90	0	35.5	2895.5	$31.9000	$92,366.45
RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	$3,500.00	0	0	1	$3,500.0000	$3,500.00
		Total	$857,885.67				Total	$789,900.71

Miscellaneous Extras and Credits	Values

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Total Miscellaneous Extras and Credits	
Total Value of Completed Work	$789,900.72
Deduct Retainage	
Balance Due of Completed Work	$789,900.72

Miscellaneous Debits	Values

Total Miscellaneous Debits	
Net Cost of Section	$789,900.72
Previous Payments	$750,405.69
Net Amount Due	$39,495.02

☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).

☐ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.

☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Resident Engineer	Date

Prepared by	Title
Nadia L Schweisthal	Senior Project Engineer II

Local Agency	Date

Approved

Regional Engineer	Date

Instructions for BLR 13230

Form instructions are not to be submitted with the form.

This form shall be used for all day labor and contract projects, (maintenance or construction) to document payment to a contractor for work performed. See Chapter 13 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Select the name of the County where the LPA is located.
Route	Insert the name of the route the project is located on.
Section Number	Insert the section number assigned to this project without dashes. If there are two section numbers assigned to the project, click on the plus sign. In the additional box labeled Section (2) add the second section number.
Estimate #	Insert the sequential number of the estimate.
Final	Check the box if this is the final pay estimate.
Payable to Name	Insert the name of the contractor.
Payable to Address	Insert the address for the contractor listed to the above.
Date From	Insert the beginning date of work for this pay estimate.
Date To	Insert the ending date of work for this pay estimate.
Pay Items	
Pay Items	Insert the unit of measure for the pay item.
Unit of Measure	Insert the unit of measure for the item.
Awarded	
Quantity	Insert the quantity of the pay item from the awarded contract.
Values	This is a calculated field, no entry is necessary.
Approved Change in Plans	All quality changes must be approved by IDOT using BLR 13210. In order to enter changes in quantity (added or deducted) the amounts must be approved by IDOT on BLR 13210 first. IDOT requires submission of a Change of Plans (BLR 13210) to document any plan changes. See BLRS Manual Chapter 13, section 13-2.03 (c).
Added	Insert any approved additions to awarded quantity.
Deducted	Insert any approved deductions to the awarded quantity.
Completed to Date	
Quantity	Insert the quantity completed to date for this pay item.
Unit Price	Insert the awarded unit price for this pay item. This field allows for a maximum of 4 decimal places.
Value	This is a calculated field, no entry is necessary.
Miscellaneous Extras and Credits	
Miscellaneous Extras and Credits	Insert a description of the approved miscellaneous extras and credits (e.g., agreed price items, extra work, etc.)
Values	Insert the dollar value of the approved miscellaneous extras and credits.
Total Misc. Extras and Credits	This is a calculated field, no entry is necessary.
Total Value of Completed Work	This is a calculated field, no entry is necessary.
Deduct Retainage	If this is the final pay estimate, the amount will be zero.
Balance Due on Completed Work	This is a calculated field, no entry is necessary.
Miscellaneous Debits	
Miscellaneous Debits	Insert the approved miscellaneous debits (e.g. liquidated damages, surface variations, etc.)
Values	Insert the dollar value of the approved miscellaneous debit.
Total Miscellaneous Debits	This is a calculated field, no entry is necessary.
Net Cost of Section	This is a calculated field, no entry is necessary.
Previous Payments	Insert the total dollar value(s) of previously approved pay estimates to the contractor.
Net Amount Due	This is a calculated field; no entry is necessary.
Button Functionality	Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District Office.

Following the Regional Engineer's approval, distribution will be as follows:

- Bureau of Local Roads and Streets Office
- LPA Clerk
- LPA Engineer

Illinois Department of Transportation

Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	N/A	21-00000-00-GM

Request Number: 1 ☒ Final

Contractor: D Construction, Inc.

Address	City	State	Zip Code
1488 S. Broadway Street	Coal City	IL	60416

Date: 11/17/21

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	SUPPLEMENTAL WATERING	UNIT	11	$0.010	D	$0.00	$0.11
-	BITUMINOUS MATERIALS (TACK COAT)	LB	2025.4	$0.010	A	$20.25	$0.00
-	HMA SURFACE REMOVAL - BUTT JOINT	SQYD	29	$10.000	D	$0.00	$290.00
-	HMA BINDER COURSE, IL-9.5, N50	TON	180.4	$63.700	D	$0.00	$11,491.48
-	HMA SURFACE COURSE, IL-9.5, MIX "D", N50	TON	197.4	$63.700	A	$12,574.38	$0.00
-	PCC SIDEWALK, 5 INCH	SQ FT	275.6	$6.600	D	$0.00	$1,818.96
-	DETECTABLE WARNINGS	SQ FT	9	$33.000	D	$0.00	$297.00
-	SIDEWALK REMOVAL	SQ FT	277.6	$1.380	D	$0.00	$383.09
-	HMA SURFACE REMOVAL, 3"	SQ YD	183.7	$2.650	A	$486.81	$0.00
-	HMA SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	391.7	$2.350	D	$0.00	$920.50
-	CLASS D PATCHES, TYPE I, 3 INCH	SQ YD	14	$33.000	D	$0.00	$462.00
-	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	54.6	$32.000	D	$0.00	$1,747.20
-	CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	229	$25.000	D	$0.00	$5,725.00
-	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	1437	$22.000	D	$0.00	$31,614.00
-	CRACK ROUTING (PAVEMENT)	FOOT	80	$0.020	A	$1.60	$0.00
-	CRACK FILLING	LB	26	$1.320	A	$34.32	$0.00
-	ROUTING AND SEALING CRACKS	FOOT	1221.5	$0.480	A	$586.32	$0.00
-	MANHOLES TO BE ADJUSTED	EA	13	$484.000	D	$0.00	$6,292.00
-	INLETS TO BE ADJUSTED	EA	1	$352.000	D	$0.00	$352.00
-	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EA	1	$2,500.000	D	$0.00	$2,500.00
-	VALVE BOXES TO BE ADJUSTED	EA	6	$275.000	D	$0.00	$1,650.00

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	SANITARY MANHOLES TO BE ADJUSTED	EA	10	$577.500	D	$0.00	$5,775.00
-	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EA	3	$924.000	D	$0.00	$2,772.00
-	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	33	$11.000	A	$363.00	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	247	$0.700	D	$0.00	$172.90
-	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	122.2	$1.900	A	$232.18	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	142	$2.400	D	$0.00	$340.80
-	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	199.4	$3.300	A	$658.02	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	3	$11.000	A	$33.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	191.6	$5.700	D	$0.00	$1,092.12
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	3644	$0.860	D	$0.00	$3,133.84
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	998	$1.320	D	$0.00	$1,317.36
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	360	$1.430	D	$0.00	$514.80
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	403.5	$2.400	D	$0.00	$968.40
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	7.9	$5.700	D	$0.00	$45.03
-	SODDING, SPECIAL	SQ YD	308.2	$15.000	D	$0.00	$4,623.00
-	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	19.3	$66.000	A	$1,273.80	$0.00
-	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	61.2	$52.000	A	$3,182.40	$0.00
-	COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	35.5	$31.900	D	$0.00	$1,132.45
-	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	0	$3,500.000	D	$0.00	$0.00
					Total Changes	$19,446.08	$87,431.04

Add Row

Total Net Change	($67,984.95)
Amount of Original Contract	$857,885.67
Amount of Previous Change Orders	$0.00
Amount of adjusted/final contract	$789,900.72

Total net deduction to date ($67,984.96) which is -7.92% of the contract price.

State fully the nature and reason for the change

When the net increase or decrease in the cost of the contract is $10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By	Title of Preparer
Nadia L Schweisthal	Senior Project Engineer II

Submitted/Approved

	Local Public Agency	Date
BY:		
Title:	Mayor	

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways	Date

Approved:
Illinois Department of Transportation

Regional Engineer	Date

UNITED CITY OF YORKVILLE
2021 MFT (ROADS TO BETTER ROADS PROGRAM)
SECTION 21-00000-00-GM
BLR 13210 SUPPLEMENT
EXPLANATION OF PAY ITEM CHANGES IN EXCESS OF $10,000

HOT-MIX ASPHALT BINDER COURSE, IL-9.5., N50

180.4 TON DEDUCTION AT $63.70/TON = $11,491.48

This item was decreased due to binder course thickness being an average of 1.46". This change reflects actual delivered tonnages.

HOT-MIX ASPHALT SURFACE COURSE, IL-9.5., MIX "D", N50

197.4 TON DEDUCTION AT $63.70/TON = $12,574.38

This item was increased due to surface course thickness being an average of 1.65". This change reflects actual delivered tonnages.

CLASS D PATCHES, TYPE IV, 3-INCH

1437 SQ YD DEDUCTION AT $22.00/SQ YD = $31,614.00

The patching required was less than originally planned.

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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2022-05

Agenda Item Summary Memo

Title: 2021 Road to Better Roads Program - Additional

Meeting and Date: City Council – January 25, 2022

Synopsis: Recommendation to Approve Request for Change in Plans and Final Payment Estimate

Council Action Previously Taken:

Date of Action: PW – 01/18/22 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2022-05

Type of Vote Required: Majority

Council Action Requested: Approval of Request for Change in Plans and Final Payment Estimate

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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: January 10, 2022
Subject: 2021 Roads to Better Roads Program - Additional

The United City of Yorkville and D Construction, Inc entered into an agreement for Additional Work with a contract value of $423,400.70 for the above reference project.

The project came in $109,551.31 under budget for a Final Construction Cost of $313,849.39.

We recommend that the City approve of the Request for Change in Plans and Engineer's Final Payment Estimate.

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

Illinois Department of Transportation

Engineer's Payment Estimate

Local Public Agency	County	Route(s) (Street/Road)	Section Number	Estimate
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM	2

☒ Final

Payable to Name

D Construction, Inc.

Address

1488 S. Broadway Street Coal City, IL 60416

Date From: 11/06/21

Date To:

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
SUPPLEMENTAL WATERING	UNIT	0		0	0	0	$0.0100	
BITUMINOUS MATERIALS (TACK COAT)	LB	22747	$227.47	0	11239.84	11507.16	$0.0100	$115.07
HMA SURFACE REMOVAL - BUTT JOINT	SQ YD	297	$2,970.00	0	21	276	$10.0000	$2,760.00
HMA BINDER COURSE, IL-9.5, N50	TON	2181	$138,929.70	0	589	1592	$63.7000	$101,410.40
HMA SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2181	$138,929.70	0	435.1	1745.9	$63.7000	$111,213.83
PCC SIDEWALK 5 INCH	SQ FT	1265	$8,349.00	0	355	910	$6.6000	$6,006.00
DETECTABLE WARNINGS	SQ FT	90	$2,970.00	0	18	72	$33.0000	$2,376.00
SIDEWALK REMOVAL	SQ FT	1505	$2,076.90	0	457	1048	$1.3800	$1,446.24
HMA SURFACE REMOVAL, 3"	SQ YD	1290	$3,418.50	0	0	1290	$2.6500	$3,418.50
HMA SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	18139	$42,626.65	0	0	18139	$2.3500	$42,626.65
CLASS D PATCHES, TYPE I, 3 INCH	SQ YD	261	$8,613.00	0	261	0	$33.0000	
CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	261	$8,352.00	0	261	0	$32.0000	
CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	261	$6,525.00	0	261	0	$25.0000	
CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	261	$5,742.00	0	261	0	$22.0000	

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
CRACK ROUTING (PAVEMENT)	FT	0		0	0	0	$0.0200	
CRACK FILLING	LB	0		0	0	0	$1.3200	
ROUTING AND SEALING CRACKS	FT	10701	$5,136.48	91	0	10792	$0.4800	$5,180.16
MANHOLES TO BE ADJUSTED	EA	0		0	0	0	$484.0000	
INLETS TO BE ADJUSTED	EA	28	$9,856.00	0	19	9	$352.0000	$3,168.00
INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EA	0		0	0	0	$2,500.0000	
INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EA	0		0	0	0	$880.0000	
VALVE BOXES TO BE ADJUSTED	EA	0		0	0	0	$275.0000	
SANITARY MANHOLES TO BE ADJUSTED	EA	0		0	0	0	$577.5000	
SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EA	0		0	0	0	$924.0000	
THERMOPLASTIC PAVEMENT MARKING - LETTER AND SYMBOLS	SQ FT	96	$1,056.00	8	0	104	$11.0000	$1,144.00
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	1500	$1,050.00	0	665.7	834.3	$0.7000	$584.01
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	380	$722.00	0	5	375	$1.9000	$712.50
THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FT	0		0	0	0	$2.4000	
THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	0		0	0	0	$3.3000	

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	0		13.8	0	13.8	$11.0000	$151.80
POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	0		0	0	0	$5.7000	
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FT	0		0	0	0	$0.8600	
POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FT	0		0	0	0	$1.3200	
POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FT	0		0	0	0	$1.4300	
POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FT	0		0	0	0	$2.4000	
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FT	0		0	0	0	$5.7000	
SODDING, SPECIAL	SQ YD	380	$5,700.00	0	16.6	363.4	$15.0000	$5,451.00
PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	0		0	0	0	$66.0000	
HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	5	$260.00	8.8	0	13.8	$52.0000	$717.60
COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FT	937	$29,890.30	106	0	1043	$31.9000	$33,271.70
RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	0		0	0	0	$3,500.0000	
		Total	$423,400.70				Total	$321,753.46

Miscellaneous Extras and Credits	Values
DAMAGED VALVE REPLACEMENT	($11,754.65)
PCC PAVEMENT PATCH, 10" ($220.00/SY)	$2,742.67
BEAVER STREET CURB REPAIR	$1,107.91

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Total Miscellaneous Extras and Credits	($7,904.07)
Total Value of Completed Work	$313,849.39
Deduct Retainage	
Balance Due of Completed Work	$313,849.39

Miscellaneous Debits	Values

Total Miscellaneous Debits	
Net Cost of Section	$313,849.39
Previous Payments	$298,156.92
Net Amount Due	$15,692.47

☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).

☐ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.

☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	21-00000-00-GM

Resident Engineer	Date

Prepared by	Title
Nadia L Schweisthal	Senior Project Engineer II

Local Agency	Date

Approved

Regional Engineer	Date

Instructions for BLR 13230

Form instructions are not to be submitted with the form.

This form shall be used for all day labor and contract projects, (maintenance or construction) to document payment to a contractor for work performed. See Chapter 13 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Select the name of the County where the LPA is located.
Route	Insert the name of the route the project is located on.
Section Number	Insert the section number assigned to this project without dashes. If there are two section numbers assigned to the project, click on the plus sign. In the additional box labeled Section (2) add the second section number.
Estimate #	Insert the sequential number of the estimate.
Final	Check the box if this is the final pay estimate.
Payable to Name	Insert the name of the contractor.
Payable to Address	Insert the address for the contractor listed to the above.
Date From	Insert the beginning date of work for this pay estimate.
Date To	Insert the ending date of work for this pay estimate.
Pay Items	
Pay Items	Insert the unit of measure for the pay item.
Unit of Measure	Insert the unit of measure for the item.
Awarded	
Quantity	Insert the quantity of the pay item from the awarded contract.
Values	This is a calculated field, no entry is necessary.
Approved Change in Plans	All quality changes must be approved by IDOT using BLR 13210. In order to enter changes in quantity (added or deducted) the amounts must be approved by IDOT on BLR 13210 first. IDOT requires submission of a Change of Plans (BLR 13210) to document any plan changes. See BLRS Manual Chapter 13, section 13-2.03 (c).
Added	Insert any approved additions to awarded quantity.
Deducted	Insert any approved deductions to the awarded quantity.
Completed to Date	
Quantity	Insert the quantity completed to date for this pay item.
Unit Price	Insert the awarded unit price for this pay item. This field allows for a maximum of 4 decimal places.
Value	This is a calculated field, no entry is necessary.
Miscellaneous Extras and Credits	
Miscellaneous Extras and Credits	Insert a description of the approved miscellaneous extras and credits (e.g., agreed price items, extra work, etc.)
Values	Insert the dollar value of the approved miscellaneous extras and credits.
Total Misc. Extras and Credits	This is a calculated field, no entry is necessary.
Total Value of Completed Work	This is a calculated field, no entry is necessary.
Deduct Retainage	If this is the final pay estimate, the amount will be zero.
Balance Due on Completed Work	This is a calculated field, no entry is necessary.
Miscellaneous Debits	
Miscellaneous Debits	Insert the approved miscellaneous debits (e.g. liquidated damages, surface variations, etc.)
Values	Insert the dollar value of the approved miscellaneous debit.
Total Miscellaneous Debits	This is a calculated field, no entry is necessary.
Net Cost of Section	This is a calculated field, no entry is necessary.
Previous Payments	Insert the total dollar value(s) of previously approved pay estimates to the contractor.
Net Amount Due	This is a calculated field; no entry is necessary.
Button Functionality	Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District Office.

Following the Regional Engineer's approval, distribution will be as follows:

Bureau of Local Roads and Streets Office

LPA Clerk

LPA Engineer

Illinois Department of Transportation

Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	N/A	21-00000-00-GM

Request Number		Contractor
1	☒ Final	D Construction, Inc.

Address	City	State	Zip Code
1488 S. Broadway Street	Coal City	IL	60416

Date: 01/05/22

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	SUPPLEMENTAL WATERING	UNIT	0	$0.010	D	$0.00	$0.00
-	BITUMINOUS MATERIALS (TACK COAT)	LB	11239.84	$0.010	D	$0.00	$112.40
-	HMA SURFACE REMOVAL - BUTT JOINT	SQYD	21	$10.000	D	$0.00	$210.00
-	HMA BINDER COURSE, IL-9.5, N50	TON	589	$63.700	D	$0.00	$37,519.30
-	HMA SURFACE COURSE, IL-9.5, MIX "D", N50	TON	435.1	$63.700	D	$0.00	$27,715.87
-	PCC SIDEWALK, 5 INCH	SQ FT	355	$6.600	D	$0.00	$2,343.00
-	DETECTABLE WARNINGS	SQ FT	18	$33.000	D	$0.00	$594.00
-	SIDEWALK REMOVAL	SQ FT	457	$1.380	D	$0.00	$630.66
-	HMA SURFACE REMOVAL, 3"	SQ YD	0	$2.650	D	$0.00	$0.00
-	HMA SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	0	$2.350	D	$0.00	$0.00
-	CLASS D PATCHES, TYPE I, 3 INCH	SQ YD	261	$33.000	D	$0.00	$8,613.00
-	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	261	$32.000	D	$0.00	$8,352.00
-	CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	261	$25.000	D	$0.00	$6,525.00
-	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	261	$22.000	D	$0.00	$5,742.00
-	CRACK ROUTING (PAVEMENT)	FOOT	0	$0.020	D	$0.00	$0.00
-	CRACK FILLING	LB	0	$1.320	D	$0.00	$0.00
-	ROUTING AND SEALING CRACKS	FOOT	91	$0.480	A	$43.68	$0.00
-	MANHOLES TO BE ADJUSTED	EA	0	$484.000	D	$0.00	$0.00
-	INLETS TO BE ADJUSTED	EA	19	$352.000	D	$0.00	$6,688.00
-	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EA	0	$2,500.000	D	$0.00	$0.00
-	VALVE BOXES TO BE ADJUSTED	EA	0	$275.000	D	$0.00	$0.00

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	SANITARY MANHOLES TO BE ADJUSTED	EA	0	$577.500	D	$0.00	$0.00
-	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EA	0	$924.000	D	$0.00	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8	$11.000	A	$88.00	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	665.7	$0.700	D	$0.00	$465.99
-	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	5	$1.900	D	$0.00	$9.50
-	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	0	$2.400	D	$0.00	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	0	$3.300	D	$0.00	$0.00
-	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13.8	$11.000	A	$151.80	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	0	$5.700	D	$0.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	0	$0.860	D	$0.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	0	$1.320	D	$0.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	0	$1.430	D	$0.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	0	$2.400	D	$0.00	$0.00
-	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	0	$5.700	D	$0.00	$0.00
-	SODDING, SPECIAL	SQ YD	16.6	$15.000	D	$0.00	$249.00
-	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	0	$66.000	D	$0.00	$0.00
-	HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	8.8	$52.000	A	$457.60	$0.00
-	COMB CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	106	$31.900	A	$3,381.40	$0.00
-	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	0	$3,500.000	D	$0.00	$0.00
-	DAMAGED VALVE REPLACEMENT (CREDIT)	LSUM	1	$11,754.650	D	$0.00	$11,754.65
-	PCC PAVEMENT PATCH. 10" (EXTRA)	LSUM	1	$2,742.670	A	$2,742.67	$0.00
-	BEAVER STREET CURB REPAIR (EXTRA)	LSUM	1	$1,107.910	A	$1,107.91	$0.00
					Total Changes	$7,973.06	$117,524.37

Add Row

Total Net Change	($109,551.31)
Amount of Original Contract	$423,400.70
Amount of Previous Change Orders	$0.00
Amount of adjusted/final contract	$313,849.39

Total net deduction to date ($109,551.31) which is -25.87% of the contract price.

State fully the nature and reason for the change

When the net increase or decrease in the cost of the contract is $10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By	Title of Preparer
Nadia L Schweisthal	Senior Project Engineer II

Submitted/Approved

	Local Public Agency	Date
BY:		
Title:	Mayor	

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways	Date

Approved:
Illinois Department of Transportation

Regional Engineer	Date

UNITED CITY OF YORKVILLE
2021 ADDITIONAL WORK (ROADS TO BETTER ROADS PROGRAM)
SECTION 21-00000-00-GM
BLR 13210 SUPPLEMENT
EXPLANATION OF PAY ITEM CHANGES IN EXCESS OF $10,000

HOT-MIX ASPHALT BINDER COURSE, IL-9.5., N50

589.0 TON DEDUCTION AT $63.70/TON = $37,519.30

This item was decreased due to both the binder course thickness being an average of 1.42”, and also the decision to not resurface Corneils Road in 2021.

HOT-MIX ASPHALT SURFACE COURSE, IL-9.5., MIX “D”, N50

435.1 TON DEDUCTION AT $63.70/TON = $27,715.87

This item was decreased due to the decision to not resurface Corneils Road in 2021.

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

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2022-02

Agenda Item Summary Memo

Title: Treasurer's Report for December 2021

Meeting and Date: City Council –January 25, 2022

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: ADM – 01/19/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-02

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 December 31, 2021

Cash Basis

	Beginning Fund Balance	Dec Revenues	YTD Revenues	Revenue Budget	% of Budget	Dec Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	$ 9,172,352	$ 1,595,866	$ 15,283,190	$ 18,100,270	84%	$ 1,128,675	$ 10,964,545	$ 18,100,270	61%	$ 13,490,997
Special Revenue Funds										
15 - Motor Fuel Tax	1,243,821	66,843	802,485	1,260,019	64%	28,022	532,011	2,435,413	22%	1,514,295
79 - Parks and Recreation	73,002	133,866	1,509,961	2,643,058	57%	156,421	1,562,645	2,716,058	58%	20,319
72 - Land Cash	31,131	-	1,329	25,760	5%	-	-	5,000	0%	32,460
87 - Countryside TIF	(1,211,223)	-	250,366	260,727	96%	1,501	217,769	223,397	97%	(1,178,626)
88 - Downtown TIF	(1,448,929)	-	96,795	70,000	138%	3,560	271,601	291,412	93%	(1,623,735)
89 - Downtown TIF II	(47,869)	-	78,764	48,526	0%	106	37,521	30,500	123%	(6,626)
11 - Fox Hill SSA	10,231	-	16,034	19,000	84%	-	4,688	59,200	8%	21,577
12 - Sunflower SSA	(8,409)	-	20,363	21,000	97%	-	9,569	17,200	56%	2,385
Debt Service Fund										
42 - Debt Service	-	26,981	221,400	329,375	67%	319,450	329,375	329,375	100%	(107,975)
Capital Project Funds										
25 - Vehicle & Equipment	1,485,790	48,081	291,118	547,226	53%	29,635	430,898	1,877,998	23%	1,346,010
24 - Buildings & Grounds	-	66	8,793,367	9,584,249	92%	332,725	2,718,579	9,584,249	28%	6,074,788
23 - City-Wide Capital	119,566	194,163	4,262,947	5,808,072	73%	234,876	2,104,139	5,545,285	38%	2,278,374
Enterprise Funds										
* 51 - Water	3,901,358	772,990	3,720,349	5,061,271	74%	1,429,657	3,819,280	6,081,733	63%	3,802,427
* 52 - Sewer	864,688	299,840	1,517,444	2,275,602	67%	1,078,842	1,635,050	2,428,579	67%	747,082
Library Funds										
82 - Library Operations	638,033	2,829	1,673,744	1,692,702	99%	839,347	1,337,366	1,709,443	78%	974,411
84 - Library Capital	169,187	4,017	89,359	50,200	178%	32,738	62,417	95,500	65%	196,130
Total Funds	**$ 14,992,729**	**$ 3,145,542**	**$ 38,629,017**	**$ 47,797,057**	**81%**	**$ 5,615,556**	**$ 26,037,453**	**$ 51,530,612**	**51%**	**$ 27,584,293**

* 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

Consent Agenda #6

Tracking Number

ADM 2022-06

Agenda Item Summary Memo

Title: Codification of Garbage Surcharge Rates – FY 2023 thru FY 2027

Meeting and Date: City Council – January 25, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 01/19/22 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2022-06

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: January 12, 2022
Subject: Garbage Surcharge Rate Ordinance

The attached ordinance (Exhibit A) codifies garbage surcharge rates for Fiscal Years 2023 through 2027, pursuant to the contract for garbage, refuse, recycling and yard waste collection that the City entered into with Groot, Inc. on January 11, 2022. Monthly contractual (i.e., regular) and discounted senior rates for 96-, 65- and 35-gallon totes are shown in the table below.

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
96 Gallon Totes - Monthly Charges						
Regular	$ 18.21	$ 18.99	$ 19.75	$ 20.54	$ 21.36	$ 22.21
Senior	$ 14.57	$ 15.19	$ 15.80	$ 16.43	$ 17.09	$ 17.77
Senior Circuit Breaker	$ 9.11	$ 9.50	$ 9.88	$ 10.27	$ 10.68	$ 11.11
65 Gallon Totes - Monthly Charges						
Regular	$ 18.21	$ 18.79	$ 19.54	$ 20.32	$ 21.13	$ 21.98
Senior	$ 14.57	$ 15.03	$ 15.63	$ 16.26	$ 16.90	$ 17.58
Senior Circuit Breaker	$ 9.11	$ 9.40	$ 9.77	$ 10.16	$ 10.57	$ 10.99
35 Gallon Totes - Monthly Charges (Seniors Only)						
Contractual Rate	$ 17.61	$ 17.81	$ 18.52	$ 19.26	$ 20.03	$ 20.83
Senior	$ 14.09	$ 14.25	$ 14.82	$ 15.41	$ 16.02	$ 16.66
Senior Circuit Breaker	$ 8.81	$ 8.91	$ 9.26	$ 9.63	$ 10.02	$ 10.42

In comparison to the current year, Fiscal Year 2023 regular garbage rates will increase by 4.3%, from $18.21 to $18.99 a month for 96-gallon totes; and by 3.2%, from $18.21 to $18.79 a month for 65-gallon totes. From FY 2024 onwards, contractual rates will continue to increase by approximately 4% (+$10) per year through the end of FY 2027.

Residents aged 65 and older, will continue to receive a discounted rate of 20% for seniors and 50% for seniors who qualify for circuit breaker. In addition, Seniors will still be eligible to utilize 35-gallon totes, should they wish to do so, at the discounted rates prescribed above.

Staff recommends approval of the attached ordinance.

Exhibit A

Ordinance No. 2022- _____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, PROVIDING FOR NEW GARBAGE SERVICE RATES

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,

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 Title 7, Chapter 7, Section 2 of the United City of Yorkville Code of Ordinances is hereby amended by deleting that Section in its entirety and replacing it with the following:

"7-7-2 GARBAGE SERVICE SURCHARGE
A. Garbage Service Surcharge Rates shall be as follows:

1. Effective May 1, 2022, for service with 96-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of eighteen dollars ninety-nine cents ($18.99) per month. The surcharge for residents sixty-five (65) years of age or older shall be fifteen dollars nineteen cents ($15.19) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars fifty cents ($9.50) per month. For service with 65-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of eighteen dollars seventy-nine cents ($18.79) per month. The surcharge for residents sixty-five (65) years of age or older shall be fifteen dollars three cents ($15.03) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars forty cents ($9.40) per month. The surcharge for residents sixty-five (65) years of age or older, who have 35-gallon tote service, shall be fourteen dollars twenty-five cents ($14.25) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be eight dollars ninety-one cents ($8.91) per month.

2. Effective May 1, 2023, for service with 96-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of nineteen dollars seventy-five cents ($19.75) per month. The surcharge for residents sixty-five (65) years of age or older shall be fifteen dollars eighty cents ($15.80) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars eighty-eight cents ($9.88) per month. For service with 65-gallon totes, a garbage surcharge shall be placed on

the regular billing of City utility bills for the sum of nineteen dollars fifty-four cents ($19.54) per month. The surcharge for residents sixty-five (65) years of age or older shall be fifteen dollars sixty-three cents ($15.63) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars seventy-seven cents ($9.77) per month. The surcharge for residents sixty-five (65) years of age or older, who have 35-gallon tote service, shall be fourteen dollars eighty-two cents ($14.82) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars twenty-six cents ($9.26) per month.

3. Effective May 1, 2024, for service with 96-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty dollars fifty-four cents ($20.54) per month. The surcharge for residents sixty-five (65) years of age or older shall be sixteen dollars forty-three cents ($16.43) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars twenty-seven cents ($10.27) per month. For service with 65-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty dollars thirty-two cents ($20.32) per month. The surcharge for residents sixty-five (65) years of age or older shall be sixteen dollars twenty-six cents ($16.26) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars sixteen cents ($10.16) per month. The surcharge for residents sixty-five (65) years of age or older, who have 35-gallon tote service, shall be fifteen dollars forty-one cents ($15.41) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be nine dollars sixty-three cents ($9.63) per month.

4. Effective May 1, 2025, for service with 96-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty-one dollars thirty-six cents ($21.36) per month. The surcharge for residents sixty-five (65) years of age or older shall be seventeen dollars nine cents ($17.09) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars sixty-eight cents ($10.68) per month. For service with 65-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty-one dollars thirteen cents ($21.13) per month. The surcharge for residents sixty-five (65) years of age or older shall be sixteen dollars ninety cents ($16.90) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars fifty-seven cents ($10.57) per month. The surcharge for residents sixty-five (65) years of age or older, who have 35-gallon tote service, shall be sixteen dollars two cents ($16.02) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars two cents ($10.02) per month.

5. Effective May 1, 2026, for service with 96-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty-two dollars twenty-one cents ($22.21) per month. The surcharge for residents sixty-five (65) years of age or older shall be seventeen dollars seventy-seven cents ($17.77) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be eleven dollars eleven cents ($11.11) per month. For service with 65-gallon totes, a garbage surcharge shall be placed on the regular billing of City utility bills for the sum of twenty-one dollars ninety-eight cents ($21.98) per month. The surcharge for residents sixty-five (65) years of age or older shall be seventeen dollars fifty-eight cents ($17.58) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars ninety-nine cents ($10.99) per month. The surcharge for residents sixty-five (65) years of age or older, who have 35-gallon tote service, shall be sixteen dollars sixty-six cents ($16.66) per month. The surcharge for residents sixty-five (65) years of age or older who qualify for Circuit Breaker, shall be ten dollars forty-two cents ($10.42) per month.

B. Duration: The garbage surcharge service rates shall continue to be imposed until further amended by ordinance of the City.

C. Imposed: The garbage surcharge service rates shall be imposed upon all persons, entities or property owners who receive or are eligible to receive curb side garbage, refuse, recycling or yard waste collection services pursuant to the current contract for such collection services entered into between the City and its designated service provider.

D. Exceptions: The garbage surcharge service rates shall not be imposed on multi-family uses of more than two attached dwelling units or commercial, business or manufacturing uses."

Section 2: This Ordinance shall be in full force and effect on upon its passage, approval, and publication as provided by law.

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

Mayor's Report #1

Tracking Number

CC 2022-04

Agenda Item Summary Memo

Title: City/School District Preschool Agreement

Meeting and Date: City Council – January 25, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (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 20, 2022
Subject: City-School Preschool Agreement

Summary

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

Background

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

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

Recommendation

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

Memorandum

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

Subject:

Proposed City/School District 115 Partnership

Background:

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

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

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

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

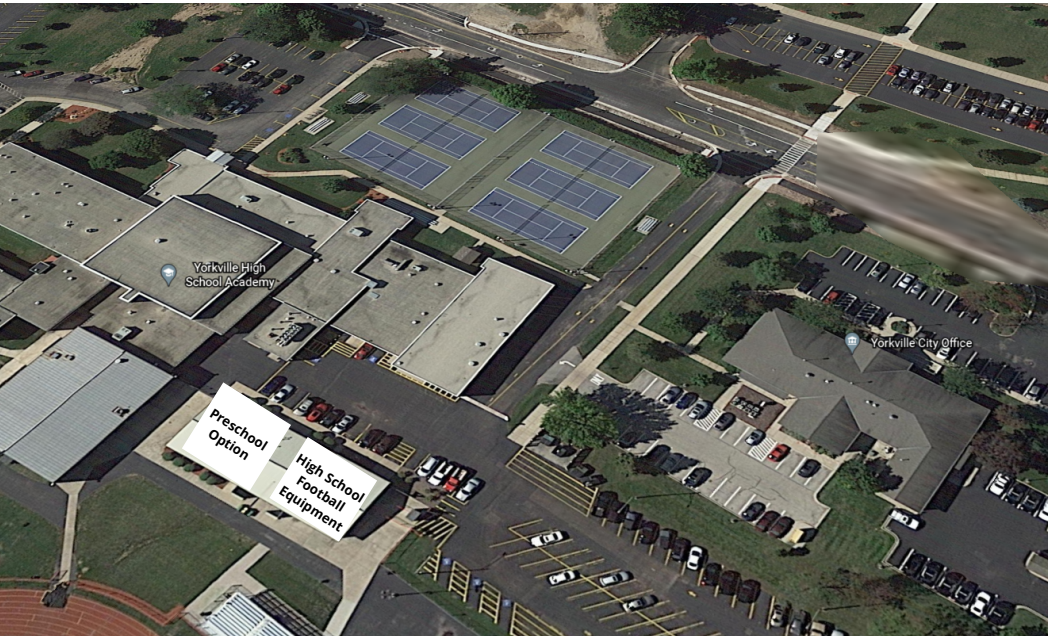
While both organizations expect additional opportunities and benefits from this partnership to develop, some initial benefits of the preschool partnership include the following:

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

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

Recommendation

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


Yorkville High School Academy
Yorkville City Office
Preschool Option
High School Football Equipment

Sports Building Renovation Budget
City of Yorkville PreSchool Program

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

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

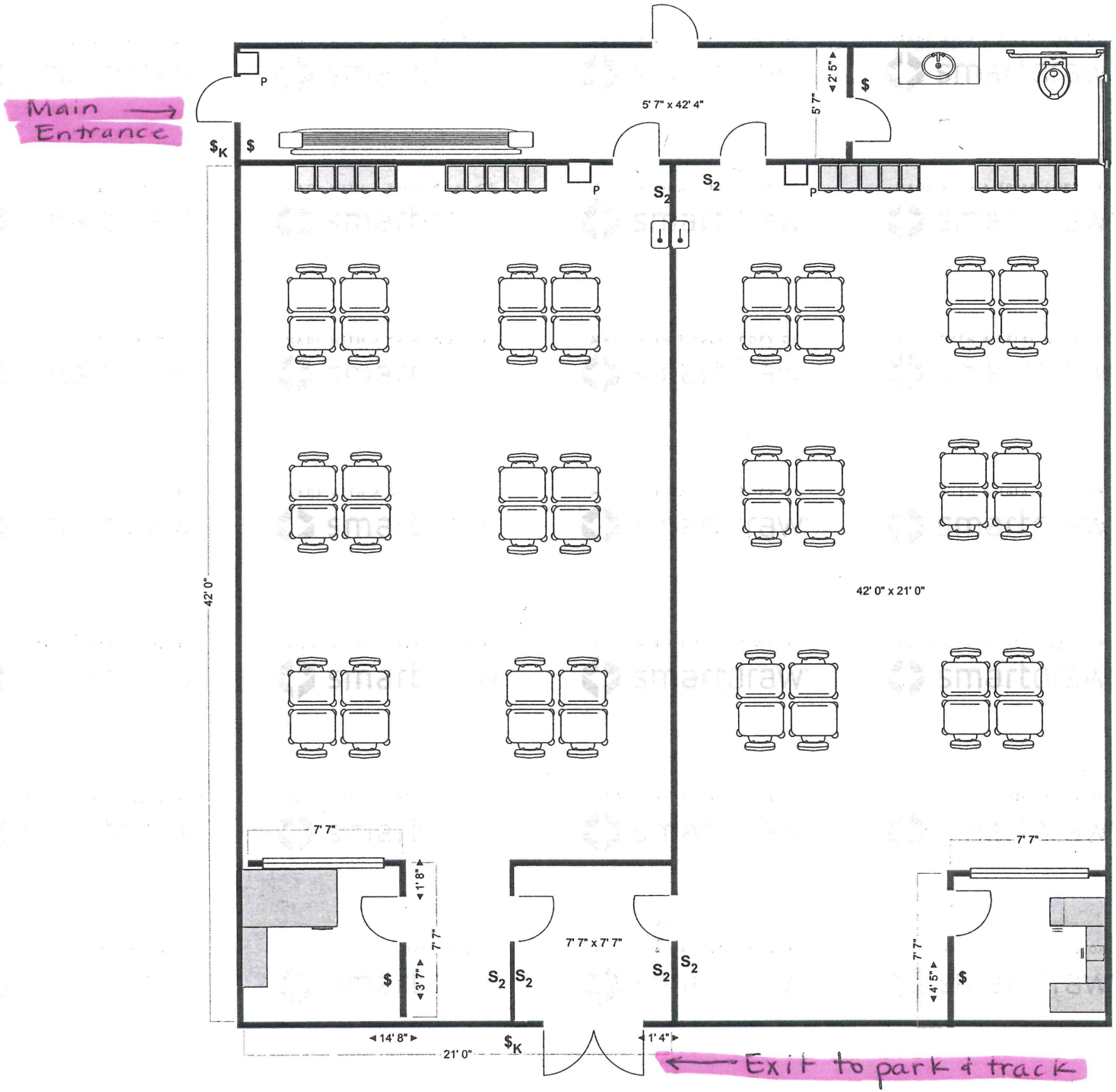
Items still in question if needed:

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

Other questions that we need to go over:

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

Intergovernmental agreement needs to be written up


Main Entrance
P
5' 7" x 42' 4"
5' 7"
2' 5"
$
$K
$
P
S2
S2
P
42' 0"
42' 0" x 21' 0"
7' 7"
1' 8"
7' 7"
$
3' 7"
S2
S2
7' 7" x 7' 7"
S2
S2
7' 7"
7' 7"
4' 5"
$
14' 8"
21' 0"
$K
1' 4"
Exit to park & track

Resolution No. 2022-_____

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

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

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

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

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

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

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

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

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

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

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

CITY CLERK

United City of Yorkville & Yorkville Community School District 115

Memorandum of Understanding

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

Background

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

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

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

Purpose

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

The City of Yorkville will provide the following:

1) Up to $75,000 to remodel the Sports Building to provide two preschool rooms, move and set up the preschool at the District 115's lab classroom.

2) The City will be responsible for all aspects of the day-to-day preschool operations, such as:
    a) Hiring staff as City employees.
    b) Purchase all needed materials.
    c) Registration.
    d) Marketing of the program.

e) Coordinating and implementing overall operations.

The School District will be responsible for providing the following:

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

Reporting

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

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

Funding

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

Duration

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

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

Contact Information

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

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

_____Date:
(United City of Yorkville)

_____Date:
(Yorkville Community School District 115)

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 2022-05

Agenda Item Summary Memo

Title: Bright Farms Development Agreement

Meeting and Date: City Council – January 25, 2022

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

Council Action Previously Taken:

Date of Action: CC – 01/11/22

Item Number: CC 2022-02 & 03

Action Taken: Approval of the Resolution in Support of the CDBG Grant and approval of the Interceptor Sewer PSA – Design Engineering.

Type of Vote Required: None

Council Action Requested: Informational

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

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 2022-06

Agenda Item Summary Memo

Title: Galena / Kennedy Intersection Improvements – Land Acquisition

Meeting and Date: City Council – January 25, 2022

Synopsis: Approval

Council Action Previously Taken:

Date of Action: PW – 08/20/19 Action Taken: _____

Item Number: PW 2019-52

Type of Vote Required: Majority

Council Action Requested: Approval

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
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: January 19, 2022
Subject: Galena / Kennedy Intersection Improvements

Kendall County is proposing to improve the intersection of Galena and Kennedy Road. The improvement will consist of adding channelization (turn lanes) and a traffic signal. Currently, the County is in the land acquisition and private utility relocation phase of the project. Construction is expected to take place in 2023.

As part of the land acquisition process, it was discovered that a small temporary easement would be necessary from City owned property. The property is located towards the west end of the improvement and on the south side of the road. It is noted as Parcel 1TE on the attached Plat of Highways.

Staff is recommending that the City Council authorize the Mayor and City Clerk to execute the final documents upon review and approval of the City Attorney.

RECORDED AS DOCUMENT NUMBER _____

STATE OF ILLINOIS

KENDALL COUNTY
HIGHWAY DEPARTMENT

PLAT OF HIGHWAYS

COUNTY HIGHWAY 9
(GALENA ROAD)

KENDALL COUNTY

PARCEL NUMBER	PARCEL INDEX NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
		COVER SHEET	1	
PARCEL 1TE	02-10-400-004	*THE UNITED CITY OF YORKVILLE*	2	
PARCEL 2	02-11-301-001	*PETER JENSEN & NANCIANNE JENSEN*	2	
PARCEL 3	02-11-301-002	*FRANCISCO RAMIREZ AND GLORIA RAMIREZ*	2	
PARCEL 4	02-11-300-029	*FOUNDATION CAPITAL RESOURCES INC., A GEORGIA CORPORATION*	2	
PARCEL 5	02-11-300-007	*CRAIG S. ZIMMERMAN & DIANE K. ZIMMERMAN*	2	
PARCEL 6	02-10-400-002 02-11-300-012	*CLARENCE WILLIAM WHITE & LINDA E. WHITE*	2	
PARCEL 7	02-10-400-001	*CRAIG JAY KRAUSE, TRUSTEE OF THE TRUST AGREEMENT FBO BRITTANY KRAUSE DATED DECEMBER 10, 2001*	2	
PARCEL 8TE	02-10-400-010	*KENDALL COUNTY FOREST PRESERVE DISTRICT*	2	

SECTION CORNER

QUARTER SECTION CORNER

LEGEND

——— - - - ———	SECTION / QUARTER SECTION LINE
———	PLATTED LOT LINES
℄ ——— ℄	PROPERTY (DEED) LINE
APL	APPARENT PROPERTY LINE
— - — - — - —	PROPOSED CENTERLINE
——— ——— ———	EXISTING RIGHT OF WAY LINE
- - ——— - - ———	PROPOSED RIGHT OF WAY LINE
129.32'	MEASURED DIMENSION
129.32' (COMP)	COMPUTED DIMENSION
(129.32')	RECORDED DIMENSION
	EXISTING BUILDING

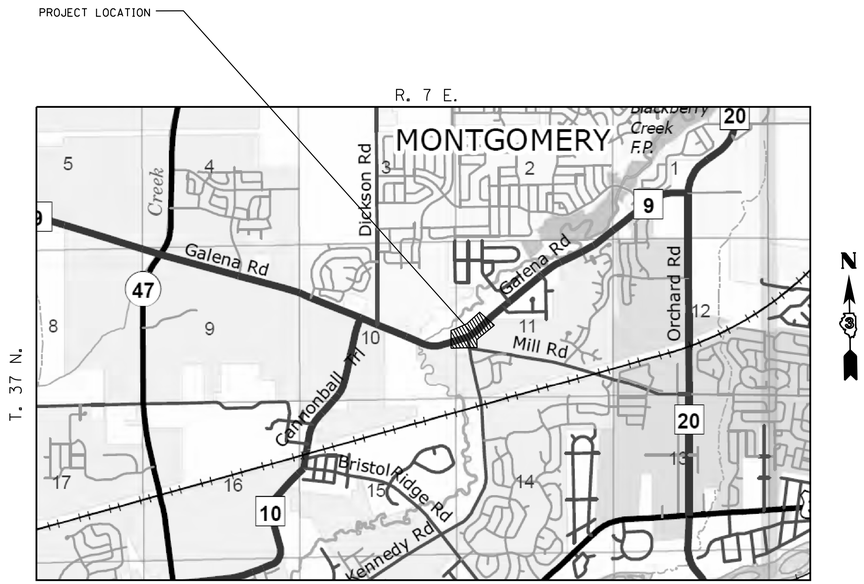
o	IRON PIPE OR ROD FOUND	Φ	"MAG" NAIL SET
+	CUT CROSS FOUND OR SET	●	5 / 8" REBAR SET

■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.

■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

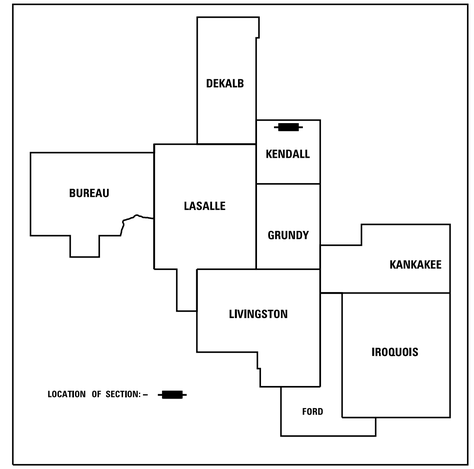
PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 667101.02 (TO BE SET BY OTHERS)

□ RIGHT OF WAY STAKING PROPOSED TO BE SET



LOCATION MAP

NOT TO SCALE



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

RECORDED AS DOCUMENT NO._____

SOUTHEAST 1/4 OF SEC. 10, T. 37 N., R. 7 E., 3RD P.M.

SOUTHWEST 1/4 OF SEC. 11, T. 37 N., R. 7 E., 3RD P.M.

ALIGNMENT					
PT#	STATION/OFFSET	PT#	STATION/OFFSET	PT#	STATION/OFFSET
1	99+98.91, 43.99' RT	11	109+59.43, 127.04' RT	21	107+80.50, 65.12' LT
2	104+38.22, 44.59' RT	12	110+43.37, 60.34' RT	22	106+62.72, 65.26' LT
3	104+33.75, 59.52' RT	13	113+67.25, 60.51' RT	23	106+62.69, 40.26' LT
4	109+02.76, 35.16' RT	14	116+57.44, 60.42' RT	24	104+94.85, 40.47' LT
5	107+20.69, 59.86' RT	15	119+18.56, 57.83' RT	25	101+17.18, 40.93' LT
6	108+24.98, 60.95' RT	16	117+90.69, 56.13' LT	26	101+20.16, 50.86' LT
7	108+51.29, 86.10' RT	17	116+56.01, 54.57' LT	27	100+00.16, 51.01' LT
8	108+60.45, 156.19' RT	18	113+67.24, 54.49' LT		
9	108+31.87, 366.96' RT	19	109+77.35, 64.80' LT		
10	108+94.85, 409.79' RT	20	109+72.08, 54.74' LT		

PARCEL 8TE

TOTAL HOLDING = 20.580 AC +/-
TEMP. EASEMENT = 0.041 AC +/- (1,766 SF)
REMAINDER = 20.580 AC +/-

SEE TOTAL HOLDING SHEET

PARCEL 7

TOTAL HOLDING = 8.990 AC +/-
TOTAL R.O.W. REQUIRED = 0.323 AC +/- (14,055 SF)
PREV. DEDICATED/USED = 0.279 AC +/- (12,141)
REMAINDER = 8.667 AC +/-

SEE TOTAL HOLDING SHEET

PARCEL 6

TOTAL HOLDING = 3.110 AC +/-
TOTAL R.O.W. REQUIRED = 0.599 AC +/- (26,080 SF)
PREV. DEDICATED/USED = 0.373 AC +/-
REMAINDER = 2.511 AC +/- (16,249 SF)

SEE TOTAL HOLDING SHEET

PARCEL 5

TOTAL HOLDING = 15.030 AC +/-
TOTAL R.O.W. REQUIRED = 1.220 AC +/- (53,162 SF)
PREV. DEDICATED/USED = 0.816 AC +/-
REMAINDER = 13.810 AC +/-

SEE TOTAL HOLDING SHEET

PARCEL 4

TOTAL HOLDING = 48.691 AC +/-
TOTAL R.O.W. REQUIRED = 1.626 AC +/- (70,848 SF)
PREV. DEDICATED/USED = 0.849 AC +/-
REMAINDER = 47.065 AC +/-

PARCEL 1TE

TOTAL HOLDING = 36.052 AC +/-
TEMP. EASEMENT = 0.101 AC +/- (4,407 SF)
REMAINDER = 36.052 AC +/-

SEE TOTAL HOLDING SHEET

PARCEL 2

TOTAL HOLDING = 2.997 AC +/-
R.O.W. REQUIRED = 0.164 AC +/- (7,156 SF)
REMAINDER = 2.833 AC +/-

PARCEL 3

TOTAL HOLDING = 1.378 AC +/-
R.O.W. REQUIRED = 0.231 AC +/- (10,081 SF)
REMAINDER = 1.147 AC +/-

PROP. CURVE #1
PI STA. = 110+80.52
Δ = 29° 20' 15" (LT)
D = 4° 58' 56"
R = 1,150.00'
T = 301.03'
L = 588.84'
E = 38.75'
P.C. STA. = 107+79.49
P.T. STA. = 113+68.33

PROP. CURVE #2
PI STA. = 117+38.87
Δ = 3° 52' 40" (RT)
D = 1° 25' 57"
R = 4,000.00'
T = 135.41'
L = 270.73'
E = 2.29'
S.E. RUN = ____
P.C. STA. = 116+03.46
P.T. STA. = 118+74.18

NOTE: GRID BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, (GRID) EAST ZONE, (NAD-83, 2011 ADJ.).

ALL AREAS ARE BASED ON GROUND MEASUREMENTS

COMBINED FACTOR = 0.99994921

TOTAL HOLDING AREA TAKEN FROM TAX ASSESSOR (NOT SURVEYED)

SURVEYOR'S STATEMENT

I, CHRIS E. PETERSON, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE SURVEY OF GALENA ROAD WAS MADE BY ME OR UNDER MY DIRECTION, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED _____

FOR REVIEW

BY _____
CHRIS E. PETERSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3678 (EXPIRES NOV. 2022)

CHRIS E. PETERSON 035-003678 PROFESSIONAL LAND SURVEYOR SUGAR GROVE STATE OF ILLINOIS

0 60 120 180
SCALE IN FEET

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

	DESIGNED - _____	REVISED - _____	
	DRAWN - CEP	REVISED - _____	
PLOT SCALE = 1" = 60'	CHECKED - MGS	REVISED - _____	
PLOT DATE = 8/3/2021	DATE - 07-28-2021	REVISED - _____	

KENDALL COUNTY HIGHWAY DEPARTMENT

PLAT OF HIGHWAYS

SCALE: 1"=60' | SHEET 2 OF 3 SHEETS | STA. 00 | TO STA. 00

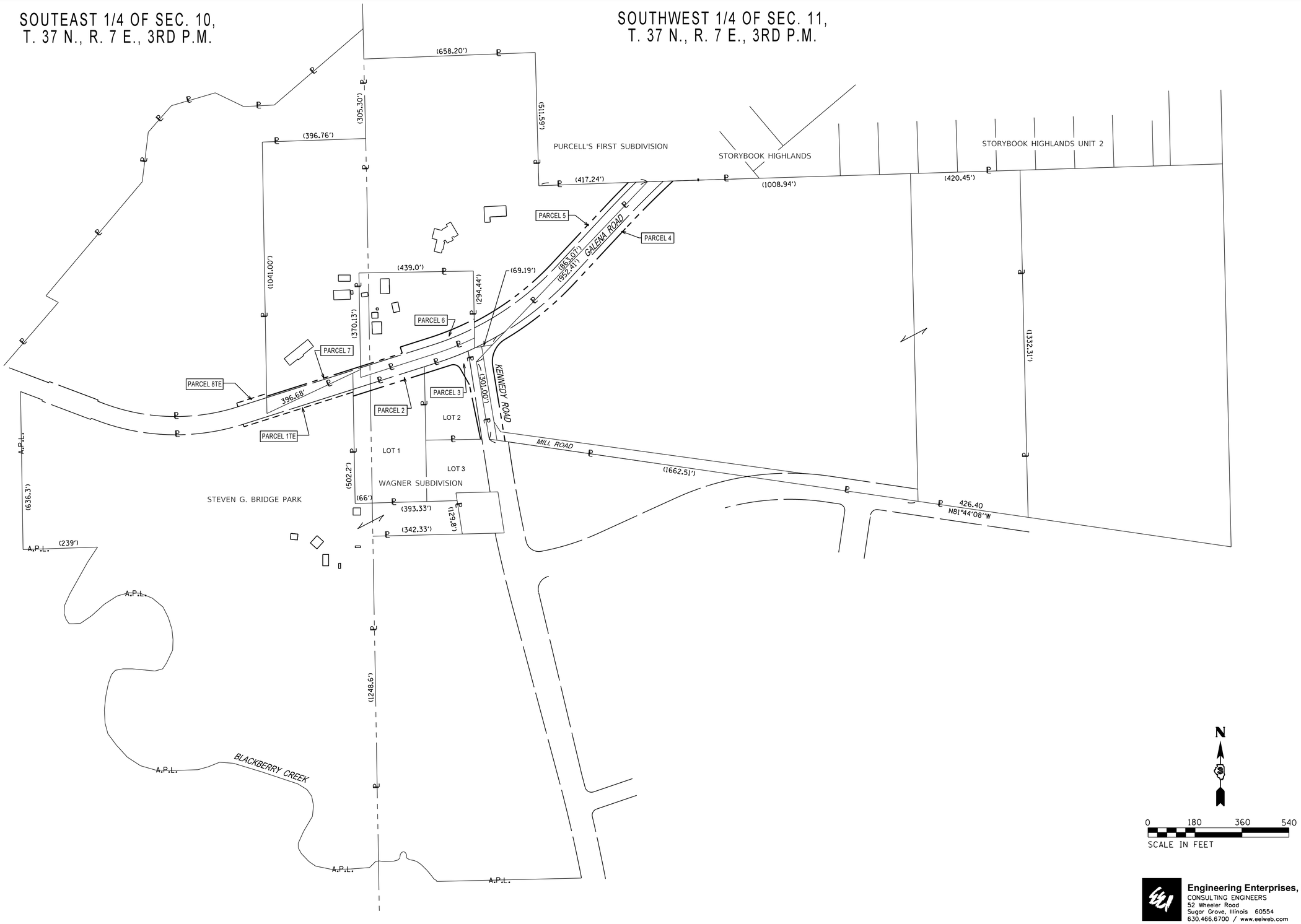
F.A.P RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
-	-	KENDALL	3	2
COUNTY HWY 9 (GALENA ROAD)		-		
ILLINOIS				

MODEL: PDH Sheet 2
FILE NAME: H:\SDSKProj\KE Kendall County\2020\KE2002\Dgn Survey\KE2002 Plat of Highway.dgn

RECORDED AS DOCUMENT NO._____

SOUTEAST 1/4 OF SEC. 10,
T. 37 N., R. 7 E., 3RD P.M.

SOUTHWEST 1/4 OF SEC. 11,
T. 37 N., R. 7 E., 3RD P.M.



N

0 180 360 540
SCALE IN FEET

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

MODEL: PDH Sheet 3
FILE NAME: H:\SDS\Proj\KE Kendall County\2020\KE2002\Dgn Survey\KE2002 Plat of Highway.dgn

	DESIGNED -	REVISED -
	DRAWN - CEP	REVISED -
PLOT SCALE = 1" = 180'	CHECKED - MGS	REVISED -
PLOT DATE = 7/29/2021	DATE - 03-17-2021	REVISED -

KENDALL COUNTY HIGHWAY DEPARTMENT

PLAT OF HIGHWAYS

SCALE: 1"=180' | SHEET 3 OF 3 SHEETS

F.A.P RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
-	-	KENDALL	3	3
COUNTY HWY 9 (GALENA ROAD)		-		
ILLINOIS				

Route: County Highway 9 (Galena Road)

Section:

County: Kendall

Parcel: 1TE

Station: 99+98.91 to 104+38.16

Owner: The United City of Yorkville

P.I.N: 02-10-400-004

That part of the Southeast Quarter of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 adjustment), with a combined factor of 0.99994921, described as follows:

Beginning at the northwest corner of Lot 1 in Wagner Subdivision recorded May 12th 1987, as document 872774; thence South 01 degrees 00 minutes 46 seconds East, along the west line of said Lot 1, a distance of 10.44 feet; thence South 72 degrees 22 minutes 26 seconds West, 439.25 feet to the east line of an existing roadway easement recorded April 11, 2018 as Document Number 201800004814; thence North 16 degrees 59 minutes 17 seconds West, 10.00 feet to the south line of Galena Road, according to the Dedication recorded March 22, 1951 in book 111 page 23; thence North 72 degrees 22 minutes 26 seconds East, along said south line, 442.12 feet to the Point of Beginning.

Said parcel contains 0.101 acres, more or less

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 2022-07

Agenda Item Summary Memo

Title: Appointment of Freedom of Information Officer – Katelyn Gregory

Meeting and Date: City Council – January 25, 2022

Synopsis: Appointment of the City's Administrative Assistant, Katelyn Gregory, as a FOIA Officer.

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

Reviewed By:	
Legal	■
Finance	□
Engineer	■
City Administrator	■
Community Development	■
Purchasing	□
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 25, 2022

Synopsis: A proposed new development agreement for the former Kendallwood Estates residential subdivision with Rally Homes.

Council Action Previously Taken:

Date of Action: CC – 01/11/22 Action Taken: First reading – Moved forward to CC agenda.

Item Number: EDC 2021-43

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/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

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
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Fax: 630-553-7575
Website: www.yorkville.il.us

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

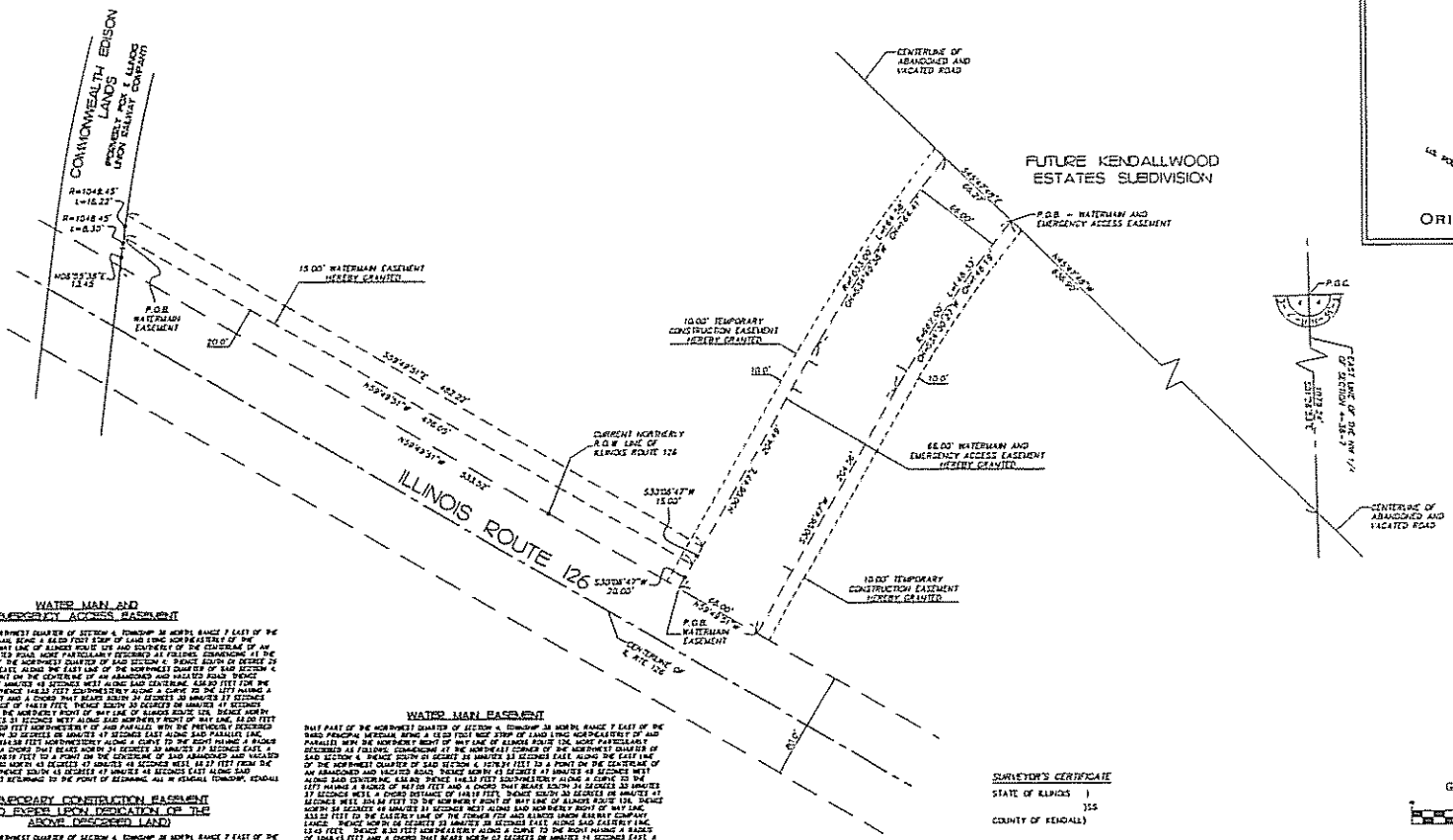
EASTERLY RIGHT OF WAY LINE, BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 447.21 FEET TO THE CENTER LINE OF AN ABANDONED AND VACATED ROAD; THENCE SOUTH 71 DEGREES 03 MINUTES 22 SECONDS EAST ALONG SAID CENTER LINE, 141.15 FEET; THENCE SOUTH 45 DEGREES 47 MINUTES 48 SECONDS EAST 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.

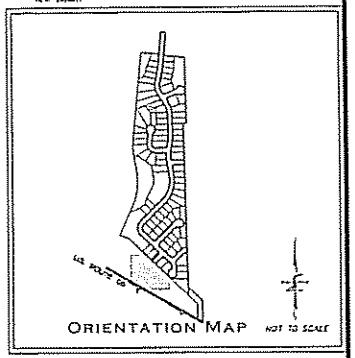
EXHIBIT "C"

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

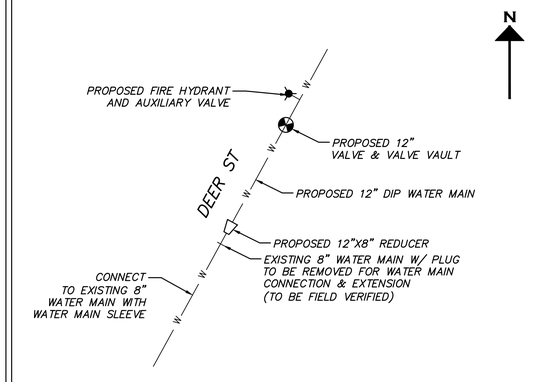
EX. 80.0' R.O.W.

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

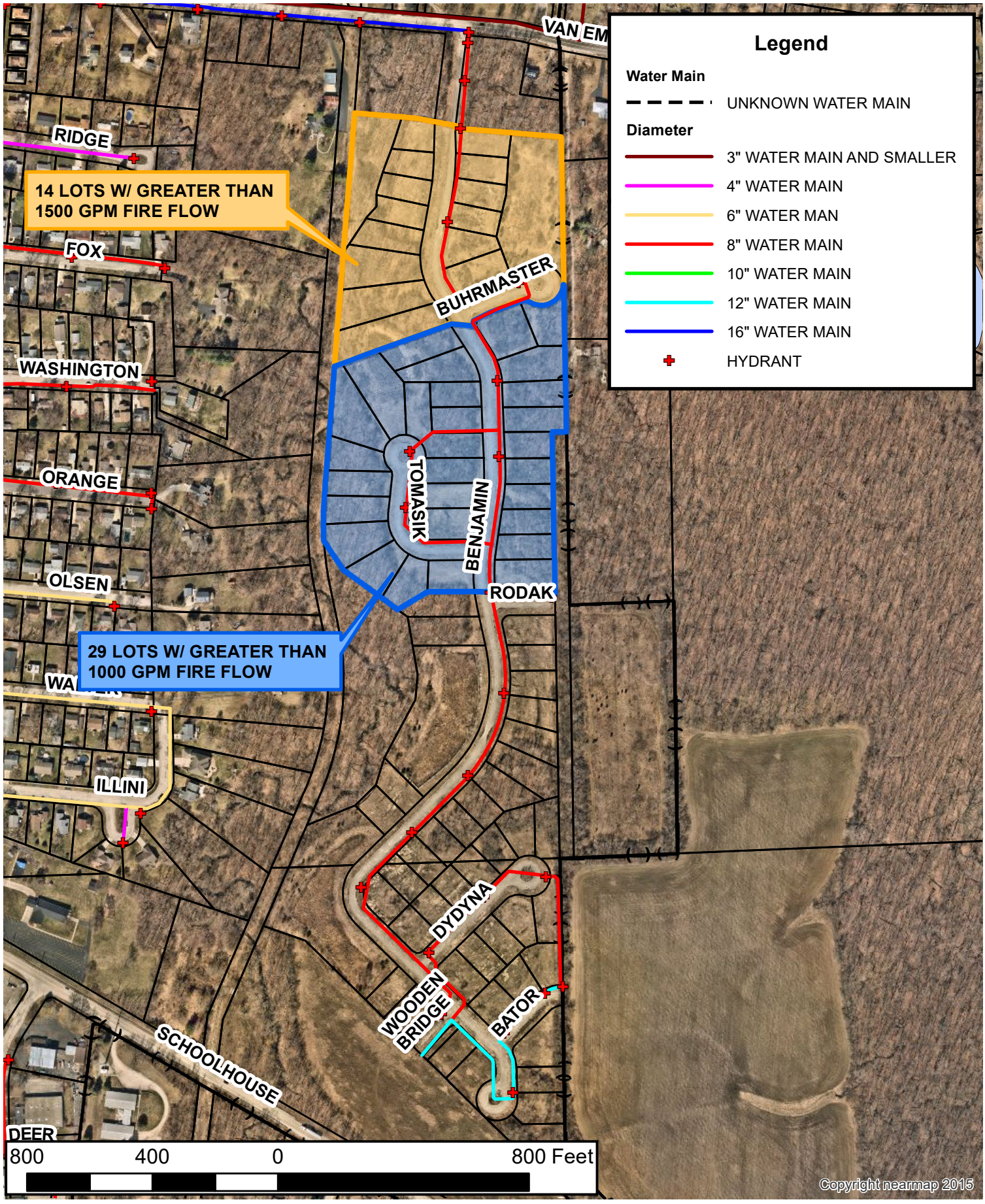
60 0 30 60 120

(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
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(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	■
Human Resources	☐
Community Development	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Safety Committee Report #1

Tracking Number

PS 2021-25

Agenda Item Summary Memo

Title: Body Camera Program

Meeting and Date: City Council – January 25, 2022

Synopsis: Public Act 101-0652, also known as the Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act, makes changes to the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10) to require all law enforcement agencies to implement the use of body cameras.

Council Action Previously Taken:

Date of Action: PS – 01/06/22 Action Taken: Moved forward to City Council agenda.

Item Number: PS 2021-25

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

Council Action Requested: Approval

Submitted by: James Jensen (Name) Chief of Police (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: James Jensen, Police Chief
CC:
Date: January 25, 2022
Subject: Body Camera Program

Summary

Consideration of the approval of a Master Customer Agreement with WatchGuard for a body cam system, as required by Public Act 101-0652, also known as the Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act.

Background

This item was last discussed by the Public Safety Committee at their November 2021 and January 2022 meeting. At that meeting, the committee reviewed the body camera requirements under Public Act 101-0652 also known as the Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act and unanimously recommended for approval a conceptual proposal of a body camera system with WatchGuard systems. The City must have a body camera system in place before January 1, 2025.

While the prescribed timeline provides four (4) years for the mandatory implementation of such a program, it would be our desire to begin the implementation process of a Body Camera Program in February of 2022. We propose to enter into a Master Customer Agreement with WatchGuard Systems for the initial use/lease of 33 body worn cameras (V300 PAAS) and associated equipment as described below for a five-year total price of just under $150,000. The five-year breakdown of cost is as follows:

Fiscal Year	Annual Cost
Year 1 (FY22)	$43,831
Year 2 (FY23)	$25,839
Year 3 (FY24)	$25,839
Year 4 (FY25)	$25,839
Year 5 (FY26)	$25,839
Total Program Cost	**$147,187**

Accordingly, we have attached a Master Customer Agreement with WatchGuard Systems for your consideration. The general contract terms and details are as follows:

- This is a Master Customer Agreement with a use/lease/purchase option. At the end of the agreement the City maintains the right to all hardware and equipment. The City also maintains the right to all data/evidence in the format it was stored and will be returned to us in a usable format.
- This is a five (5) year contract that is renewable at the end of the 5th year, (FY26). There is no option to extend the contract, and so a new contract would have to be considered at that time.
- Flexible unit counts for equipment
    - Initially proposing 33 cameras and 33 extra batteries (two batteries per camera)
    - Additional body worn cameras can be purchased and added to our account for a cost of $49.00 per month.

- Third year technology (hardware) refresh
    - Cameras and batteries get replaced, other hardware and software stays as is
- No fault hardware warranty and replacement
    - When something breaks, WatchGuard replaces it within a reasonable amount of time. Truly no fault.
- Management of on-site installation, training, configuration and consultation
- Termination Clause: Either party has 30 days to opt out of the agreement upon receipt and implementation of the equipment. This is however a five (5) year agreement, after that first 30 days we are married to the contract. Our sales representative has assured us that Motorola is a very reputable, long established, and international company with a long history of customer service in public safety.

Attorney Orr has reviewed the Master Customer Agreement and several issues have been brought back to WatchGuard. The issues raised are not detrimental to this program and would not change our recommendation for final approval of this contract. Given the fact that they are a very reputable organization, and that this equipment works with our in-car camera systems we are prepared to move forward with this contract.

The Public Safety Committee reviewed product capabilities in depth, and a detailed presentation could be given to the rest of the City Council, if desired. If not, relevant product features include:

1. The product is branded as Command Central Evidence, which provides unlimited body camera video storage, records storage, redaction capabilities, sharing functions, community engagement capabilities and capture applications.
2. Judicial sharing capabilities which will save staff time and money.
3. Detailed audit logging allowing us to track all video activity.

Implementation Process & Timeline

If the City Council approves the purchasing/lease contract in the near future, the proposed implementation process and timeline is listed below. Specific dates are not provided for implementation as the time frame to receive the equipment is eight (8) to ten (10) weeks:

Step #1:	Sign Watchguard Master Agreement & Order Equipment
Step #2:	Review and finalize policy for distribution and staff sign-off (~two weeks) - Full policy details would not be reviewed by the City Council, but would generally be in line with the sample policy attached, including sections when cameras are to be used, when they are not to be used, how long records are kept, who has access to records, etc.
Step #3:	Policy training (sworn and civilian staff) (~two weeks)
Step #4:	Body Worn Camera Statute review and training (~ two weeks)
Step #5:	Prior to equipment being received we will work with WatchGuard Project Manager to outline the installation and training plan for use and care of equipment (~one week)
Step #6:	Go live (earliest possible date is early to mid-April)

Recommendation

Staff would recommend entering into a purchasing/lease contract with WatchGuard Systems for the lease of 33 body worn cameras (V300 PAAS) and associated equipment for a total price of $147,187.00. Currently, we have $50,000 budgeted for each year in FY22-26, and the FY 23 budget proposal will include the full contract value when it is released. If approved, staff will begin the process

of implementing such a program as well as submitting for potential grant reimbursements through the Illinois Law Enforcement Training and Standards Board (ILETSB). Grant reimbursements are on a first come first serve basis and not guaranteed. Because this is a sole source purchase a super majority vote is required.

Attachments

Exhibit #1: Illinois Municipal League Officer-Worn Body Camera FACT Sheet
Exhibit #2: Body Worn Camera "Sample" Policy
Exhibit #3: Motorola Solutions Camera Quote
Exhibit #4: WatchGuard Master Customer Agreement
Exhibit #5: Command Central Brochure
Exhibit #6: Motorola Notice to Purchase (NTP) Request

Resolution No. 2022-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A MASTER CUSTOMER AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND WATCHGUARD VIDEO, 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 this State; and,

WHEREAS, pursuant to Public Act 101-0652, all municipal police agencies are required to provide body cameras for all enforcement personnel with deadlines based upon the population of the municipality; and,

WHEREAS, based on the population of the City, the mandate to provide all of the City's police officers with body cameras would be January 1, 2025; and,

WHEREAS, notwithstanding the time afforded to the City to procure body cameras for its personnel, the Chief of Police recommends, the City proceed as soon as possible; and,

WHEREAS, WatchGuard Video, Inc., has submitted a proposal for body cameras and ancillary software which equipment works in coordination with our current in-car camera systems; and, after thorough review of the system, the Chief is prepared to recommend proceeding with the Master Customer Agreement attached hereto and requests the City Council to waive public bidding in view of the compatibility of the equipment with our in-car camera system.

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 Mayor and City Council hereby waive public bidding pursuant to Section 1-7-3E(2) of the City Code due to the compatibility of the WatchGuard Video, Inc. equipment and our in-car cameras.

Section 2. That Master Customer Agreement by and between the United City of Yorkville, Kendall County, Illinois and WatchGuard Video Inc. in the form attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement.

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

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

FACT SHEET

OFFICER-WORN BODY CAMERAS Effective July 1, 2021

June 29, 2021

Public Act (P.A.) 101-0652, also known as the Safety, Accountability, Fairness and Equity – Today (SAFE-T) Act, makes changes to the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10) to require all law enforcement agencies to implement the use of body cameras within prescribed timelines.

The law also incentivizes law enforcement agencies' compliance through grant funding and places new restrictions on a recording officer's review of the video. Some of these provisions were amended by P.A. 102-0028.

TIMELINE FOR COMPLIANCE

Under P.A. 101-0652 and P.A. 102-0028, all law enforcement agencies must implement the use of officer-worn body cameras for all law enforcement officers, based on municipal population as follows:

The law provides that law enforcement agencies that comply with this timeline shall receive preference by the Illinois Law Enforcement Training and Standards Board (ILETSB) in awarding grant funding under the Law Enforcement Camera Grant Act (50 ILCS 707/1).

MUNICIPAL POPULATION	IMPLEMENTATION DATE
500,000 or more	January 1, 2022
100,000 or more but less than 500,000	January 1, 2023
50,000 or more but less than 100,000	January 1, 2024
Less than 50,000	January 1, 2025
All state agencies with law enforcement officers and other remaining law enforcement agencies	January 1, 2025

REVIEW OF OFFICER-WORN BODY CAMERA VIDEO

A recording officer and their supervisor may access and review recordings prior to completing incident reports or other documentation, provided that the supervisor discloses this review in the report or documentation.

P.A. 102-0028 provides exceptions to this general rule. Specifically, a law enforcement officer may not have access to or review his or her body-worn camera recording prior to completing an incident report if the officer:

- has been involved in or is a witness to an officer-involved shooting, use of deadly force incident or a use of force incident resulting in great bodily harm; or,

- is ordered to write a report in response to or during the investigation of a misconduct complaint against that officer.

With the approval of their supervisor, such officers may file amendatory reports after viewing the officer-worn body camera video, so long as that review is disclosed in the report or documentation.

The Act further clarifies that the recording officer's assigned field training officer may review the recordings for training purposes and additionally provides that any detective or investigator directly involved in the investigation of a matter may access and review recordings, which pertain to that investigation, but may not have access to delete or alter such recordings.

LAWS GOVERNING OFFICER-WORN BODY CAMERAS

The use and requirements of officer-worn body cameras is governed by the Law Enforcement Officer-Worn Body Camera Act and partially funded through the Law Enforcement Camera Grant Act. The Law Enforcement Officer-Worn Body Camera Act applies to all law enforcement agencies and provides, in conjunction with ILETSB, model guidelines and rules for such agencies.

GENERAL REQUIREMENTS

Each law enforcement agency is required to adopt a written policy that includes, at a minimum, the following requirements:

- Cameras must be equipped with pre-event recording, capable of recording at least the 30 seconds prior to camera activation. This section does not apply if the camera was purchased and acquired by the law enforcement agency prior to July 1, 2015.
- Cameras must be capable of recording for a period of at least 10 hours, unless the officer-worn body camera was purchased and acquired by the law enforcement agency prior to July 1, 2015.
- Cameras must be turned on at all times when the officer is in uniform and is responding to calls for service or engaged in any law enforcement-related encounter or activity that occurs while the officer is on duty. The Act provides for circumstances and required protocol for turning off an officer-worn body camera.

ILETSB provides basic guidelines for the use of officer-worn body cameras, as well as model rules for camera grant recipients and in-car video camera grant recipients, all of which are available on the ILETSB website.

RECORD KEEPING

Recordings made on officer-worn body cameras must be retained by the law enforcement agency, or by the camera vendor used by the agency, on a recording medium for a period of 90 days. Additionally, the Act provides that under no circumstance shall any recording be altered, erased or destroyed prior to the expiration of the 90-day storage period. Under the Local Records Act, (50 ILCS 205/25) footage related to complaints, investigations and adjudications of police misconduct must be permanently retained.

REPORTING

Each law enforcement agency is required to provide a report to ILETSB on or before May 1 of each year. The report must include:

- a brief overview of the composition of the agency, including the number of officers utilizing officer-worn body cameras;
- the number of officer-worn body cameras utilized by the agency;
- any technical issues with the equipment and how those issues were remedied;
- a brief description of the review process used by supervisors within the agency; and,
- for each recording used in prosecutions of conservation, criminal or traffic offenses or municipal ordinance violations:
    - the time, date, location and precinct of the incident;
    - the offense charged and the date charges were filed; and,
    - any other information relevant to the administration of the program.

ILETSB is required to analyze officer-worn body camera reports and provide an annual report to the General Assembly and the Governor on or before July 30 of each year. Further guidelines on officer-worn body cameras can be found on ILETSB's dedicated website (available via this link).

FUNDING

P.A. 94-0987 established the Law Enforcement Camera Grant Act, as well as the Law Enforcement Camera Grant Fund, as a special fund in the state treasury. The law allows ILETSB to make grants to units of local government in Illinois for the following:

- purchasing in-car video cameras for use in law enforcement vehicles;
- purchasing officer-worn body cameras and associated technology for use by law enforcement officers; and,
- training for law enforcement officers regarding the operation of the cameras.

Current ILETSB guidelines limit grants to $895 for each officer-worn body camera and $5,752 for each in-car camera and further provide that costs for installation are not reimbursable. Further guidelines and fund applications are found on ILETSB's dedicated website (available via this link).

FREEDOM OF INFORMATION ACT (FOIA) PROVISIONS

The Law Enforcement Officer-Worn Body Camera Act provides that recordings made with the use of officer-worn body cameras are generally not subject to disclosure under FOIA. For a municipality or municipal police department to be required to disclose a recording, one the following conditions must be met:

1. (a) The recording must capture an incident that is flagged due to the filing of a complaint, the discharge of a firearm, the use of force, an arrest or detention or because the incident resulted in death or bodily harm; and,

   (b) The requestor is either a subject of the recording, the officer involved in the encounter, an attorney of either the subject or the officer, or a person has written permission from either a victim or a witness of the encounter; or,

2. The requestor is the subject of the recording, the subject's attorney, the officer involved or the legal representative of the officer.

In either of these scenarios, if the subject was arrested as a result of the encounter, the subject is not eligible to request the recording under FOIA.

In 2019, the Illinois Attorney General's Office issued Public Access Opinion 19-001, a binding opinion which found that a subject of the recording and the officer, and their respective legal representatives, may obtain the recording regardless of whether or why it has been flagged. An IML summary of the Public Access Counselor (PAC) opinion is available via this link.

LAW ENFORCEMENT MISCONDUCT

Effective July 1, 2021, Section 5/33-9 of the Illinois Criminal Code provides that an officer or person acting under the color of law commits the offense of law enforcement misconduct when, in the performance of their official duties, they knowingly and intentionally fail to comply with provisions of the Law Enforcement Officer-Worn Body Camera Act pertaining to the following:

- when officer-worn body cameras must be recording;
- when an officer must give notice to persons being recorded;
- when officers may access videos; and,
- the retention, maintenance and destruction of the videos.

iml.org

SAMPLE POLICY
YORKVILLE POLICE DEPARTMENT
Body Worn Cameras

SUBJECT: Body Worn Cameras
EFFECTIVE DATE:
DISTRIBUTION: **All Personnel**

Purpose: The Yorkville Police Department is committed to creating transparency, ensuring accountability, and enhancing public trust by effectively using body worn cameras (BWC). The BWC system is designed to record law enforcement activity to preserve evidence used in criminal investigations, administrative investigations, civil litigation, and disciplinary actions. The BWC system may also be used to identify training, tactical, and policy improvements. YPD employees will maintain and use the BWC system in accordance with the procedures outlined in this policy and department training.

Policy: This policy provides guidelines for the use of body worn camera (BWC) devices by officers of this department while in the performance of their duties (50 ILCS 706/10-20). This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Yorkville Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices). The department recognizes that the body worn camera will not capture exactly what the officer sees and hears, or what an officer senses or experiences. The recorded images do not provide the totality of the circumstances that drives the officer's response to a particular situation.

This policy will be comprised of the following sections:

I. Definitions
II. Officer Privacy Expectation
III. Officer Responsibilities
IV. Activation of the Body Worn Camera
V. Cessation of Recording
VI. Surreptitious Use of The Portable Recorder
VII. Explosive Device
VIII. Prohibited Use of Portable Recorders
IX. Identification and Preservation of Recordings
X. Review of Recorded Media Files
XI. Body Worn Camera Coordinator
XII. Retention Requirements for Body-Worn Camera Recordings
XIII. Release of Audio/Video Recordings
XIV. Accidental Recordings and Deletions
XV. Supervisory Responsibilities
XVI. Public Recording of Law Enforcement
XVII. School Resource Officers
XVIII. Detectives
XIX. Training
XX. Compliance
XXI. Effective Date

I. DEFINITIONS

Officer-worn body camera or camera - An electronic camera system for creating, generating, sending, receiving, storing, displaying and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Law enforcement-related encounter or activities - Activities in which the member is enforcing the law, including traffic or pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd and traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the officer is enforcing the ordinances of the United City of Yorkville or the laws of the State of Illinois. It does not include tasks unrelated to the investigation of a crime such as participating in town halls or other community outreach; helping a child find his/her parents; providing death notifications; performing in-home or hospital well-being checks on the sick, elderly or persons presumed missing; or completing paperwork while alone or only in the presence of another law enforcement officer.

II. OFFICER PRIVACY EXPECTATION

All recordings made by officers on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Yorkville Police Department. Officers shall have no expectation of privacy or ownership interest in the content of these recordings.

III. OFFICER RESPONSIBILITIES

1. Prior to going into service, each uniformed officer (assigned a body-worn camera) will be responsible for making sure that he/she is equipped with a body worn camera issued by this department, and that the body worn camera is in good working order. If the body worn camera is not in working order or the officer becomes aware of a malfunction at any time, the officer shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable pursuant to 50 ILCS 706/10-20(a)(10).

2. Uniformed officers should wear the body worn camera in a conspicuous manner or otherwise notify persons that they are being recorded. Pursuant to 50 ILCS 706/10-20(a)(5), the officer must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable.

3. Any officer assigned to a non-uniformed position may carry an approved body worn camera at any time the officer believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed officers should wear the body worn camera in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

4. When using a body worn camera, the assigned officer shall record his/her name, YPD identification number and the current date and time at the beginning of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

5. Officers shall document the existence of a recording in any report or other official record of the contact, including any instance where the body worn camera malfunctioned or the officer deactivated the recording. Officers should include the reason for deactivation.

IV. ACTIVATION OF THE BODY WORN CAMERA

1. This policy is not intended to describe every possible situation in which the body worn camera should be used, although there are many situations where its use is appropriate. Officers should activate the recorder any time the officer believes it would be appropriate or valuable to record an incident.

SAMPLE POLICY

2. Officers wearing body-worn cameras and any clothing or any indication they are law enforcement shall have the body-worn camera turned on at all times while they are on-duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).

Body-worn cameras should be activated in any of the following situations:

a. Any time they are on duty and responding to calls for service or engaged in law enforcement related encounters or activities;

b. Routine calls for service prior to arriving at a dispatched call or when self-initiating a response to a call;

c. Responding to emergency and in progress calls for service;

d. Foot and vehicle pursuits;

e. Execution of a search warrant, arrest warrant, or a consent search where the officer is looking for a suspect or evidence;

f. High risk situations;

g. If another officer is on the scene during the search of a detainee, as appropriate and without sacrificing officer safety position, the search should be captured on camera;

h. The initial crime scene search. Evidence Technicians processing a crime scene after the initial response by officers, shall not activate their body worn camera while processing the scene, unless they encounter another law enforcement activity that requires the activation of the body worn camera.;

i. Officers working a planned event that involves traffic direction do not have to activate their body worn camera unless they have contact with a citizen beyond normal traffic direction.

j. Transporting a detainee or person(s) not in custody, regardless of gender and;

k. Situations where the officer reasonably believes to serve a proper purpose or any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.

3. If exigent circumstances prevent an officer from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).

4. Officers shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (see 50 ILCS 706/10-20).

5. Officers should remain sensitive to the dignity of all individuals being recorded and unless recording with a body-worn camera is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the deputy that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

6. At no time is an officer expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

V. CESSATION OF RECORDING

1. Once activated, the portable recorder should remain on continuously until the member reasonably believes that the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

2. While in the jail, the body worn camera shall continue until the Correctional Deputy and inmate contact is completed and the block or cell door is secured and locked. At no time shall an officer adjust, modify, or otherwise change any mute or other settings on the body-worn camera without command approval.

3. Body-worn cameras shall be turned off when a victim, witness, confidential informant, or community member reporting a crime requests that the camera be turned off. The request should be captured on the recording, unless impracticable or impossible to do so. However, an officer may continue to record or resume recording a victim, a witness or the confidential informant if exigent circumstances exist or the officer has a reasonable articulable suspicion that the victim, witness or confidential informant has committed or is in the process of committing a crime. Under these circumstances, the officer should indicate on the recording the reason for continuing to record despite the request of the victim, witness or confidential informant (see 50 ILCS 706/10-20(a)(3)).

4. Officers shall turn off the body worn camera in locations where a reasonable expectation of privacy exists, such as a dressing room, medical and psychiatric facility or the incident involves the exposure of private body parts, unless required for capturing evidence or the officer reasonably believes it to serve a proper police purpose. Reasonable attempts shall be made to avoid recording persons other than the suspect.

5. Officers are permitted to turn off body-worn cameras while inside a patrol car equipped with a WatchGuard In-Car Video System; however, the officer must turn on the camera upon exiting the patrol vehicle for law-enforcement related encounters. Cameras may also be turned off when the officer is not engaged in law enforcement-related activities or when completing paperwork alone or while only in the presence of another member, or when inside a correctional facility or courthouse with a camera system (see 50 ILCS 706/10-20).

6. Officers shall turn off the body worn camera during any court related manner, to include pre-trial conferences, depositions, or any other activity in the courtroom.

7. Body worn cameras worn by department members will be deactivated upon the order of the ranking supervisor that are involved at incident scenes that have been determined to be secure that are an officer-involved death investigation, firearm discharge, or any other use of force incident.

    a. A scene may be considered secure when the offenders are in custody or otherwise not in the area, medical aid has been requested/administered or fire personnel/paramedics are on the scene, the involved officers have been identified and the incident scene has been established.

8. Members who are assigned as perimeter security at any secured crime scene do not have to have the body worn camera activated unless the scene assignment has a law enforcement-related function such as crowd control and other such public interaction.

SAMPLE POLICY

VI. SURREPTITIOUS USE OF THE PORTABLE RECORDER

1. Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (see 720 ILCS 5/14-2).
2. However, officers using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the officer from providing notice, notice must be provided as soon as practicable (see 50 ILCS 706/10-20(a)(5)).

3. Officers shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the Chief of Police's authorized designee.

4. Officers may utilize any body worn camera in a covert mode when tactical or officer safety needs warrant the operation of the device in that state. Once the tactical or officer safety needs no longer exist the camera shall be returned to an overt state to include any recording indicator lights being illuminated and/or uncovered.

VII. EXPLOSIVE DEVICE

1. Many portable recorders, including body worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

VIII. PROHIBITED USE OF PORTABLE RECORDERS

1. Officers are prohibited from using department-issued body worn cameras and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

2. Officers are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Officers shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Yorkville Police Department or designated storage location.

3. Officers are prohibited from using department-issued body worn cameras while inside any courtroom or during any court proceedings unless functioning in an emergency or exigent circumstance in response to an event or as authorized by the chief judge or their designee.

4. Officers are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Supervisor. Any officer who uses a personally owned recorder for office-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

5. Recordings shall not be used by any officer for the purpose of embarrassment, intimidation or ridicule.

SAMPLE POLICY

IX. IDENTIFICATION AND PRESERVATION OF RECORDINGS

1. To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

2. A member should transfer, tag or mark recordings when the member reasonably believes:

   a. The recording contains evidence relevant to potential criminal, civil or administrative matters.

   b. A complainant, victim or witness has requested non-disclosure.

   c. A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.

   d. Disclosure may be an unreasonable violation of someone's privacy.

   e. Medical or mental health information is contained.

   f. Disclosure may compromise an undercover officer or confidential informant.

   g. The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706/10-20).

3. Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

X. REVIEW OF RECORDED MEDIA FILES

1. The recording member and supervisor are prohibited from redacting, labelling, duplicating, or altering the recording (50 ILCS 706/10-20).

2. When preparing written reports, members should review their recordings, and use them as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less-detailed report. Members shall indicate in their report if a recording was made and if it was reviewed or not prior to completing the report.
3. Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

4. The supervisor of the recording member shall document in the report or other documentation if the supervisor or the recording member reviewed body-worn camera recordings prior to completing the report or other documentation.

5. No member shall have access to or review the member's own body-worn camera recordings or the body-worn camera recordings of another officer prior to completing reports or other documentation when the member:

   a. Has been involved in or is a witness to an officer-involved shooting, use of deadly Force incident, or use of force incident resulting in great bodily harm.

   b. Is ordered to write a report in response to or during the investigation of a misconduct complaint against the member.

6. If the member prepares a report related to the circumstances listed above, subject to a supervisor's approval, a member may file a supplemental report after viewing body-worn camera recordings. The member shall document in the supplemental report that the member reviewed recordings (50 ILCS 706/10-20). Recorded files may also be reviewed:

    a. Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.

    b. Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.

    c. By media personnel with permission of the Chief of Police or the authorized designee.

    d. In compliance with a public records request, if permitted, and in accordance with the Records Policy – 802.

7. All recordings should be reviewed by the Records Supervisor prior to public release (see the Records Policy - 802). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

XI. BODY WORN CAMERA COORDINATOR

1. The Chief of Police or the authorized designee should designate a coordinator responsible for (50 ILCS 706/10-20):

    a. Identifying members who are assigned body worn cameras, to include all trained uniformed and non-uniformed members, who take part in street duties, including sworn officers, detectives, school resource officers and sworn supervisors who are not assigned to in-station administrative duties.

    b. Identifying members permitted to access recordings in order to redact, label, or duplicate recordings.

    c. Ensuring body worn cameras acquired on or after July 1, 2015, are equipped with pre-event recording of least the 30 seconds prior to camera activation and are capable of recording for a period of at least 10 hours.

    d. Establishing procedures for:

        1. The care and maintenance of body worn cameras, including reasonable efforts to be made by supervisors to correct or repair body-worn camera equipment upon notice from a member experiencing technical difficulties, failures, or problems with the equipment.

        2. Compliance with the Law Enforcement Officer Worn Body Camera Act and guidelines established by the Illinois Law Enforcement Training and Standards Board (ILETSB) for the use of body-worn cameras.

        3. Security of recordings including access controls.

        4. Redacting, labeling, and duplicating recordings.

        5. Supervisor and member review of recordings.

e. Providing an annual report to the ILETSB pursuant to 50 ILCS 706/10-25.

f. Ensuring the Department uses authorized body-worn camera recording media (50 ILCS 706/10-10).

g. Designating members permitted to redact, label, or duplicate recordings (50 ILCS 706/10-20).

h. Ensure members are properly trained in the use of body worn cameras prior to being assigned a camera.

i. Additional training and program assessment may be required at periodic intervals to ensure the continued effective use and operation of the equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions in policy and equipment.

j. Annually the Body Worn Camera Coordinator will review agency compliance with this policy, the performance of hardware and software as well as the overall performance of the video evidence program. A report will be submitted to the Chief of Police detailing any problems, deficiencies or anticipated needs. This report will be completed for each preceding calendar year during the first quarter of the subsequent year.

XII. RETENTION REQUIREMENTS FOR BODY-WORN CAMERA RECORDINGS

1. Recordings made on body-worn cameras shall be retained for 90 days. Recordings shall not be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the Chief of Police shall maintain a written record including the name of the individual who made such alteration, erasure, or destruction, and the reason for any such alteration, erasure, or destruction for one year (50 ILCS 706/10-20).

2. After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):

   a. A formal or informal complaint has been filed.

   b. The officer discharged a firearm or used force during the encounter.

   c. Death or great bodily harm occurred to any person in the recording.

   d. The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a petty offense with a fine of more than $1,000.

   e. The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct.

   f. The supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution.

   k. The recording officer requests that the video be retained for official purposes related to the officer's official duties.

3. Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

4. Recordings may be retained any time a supervisor designates the recording for training purposes and may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with department policies.

XIII. RELEASE OF AUDIO/VIDEO RECORDINGS

1. Requests for the release of audio/video recordings shall be processed in accordance with the Freedom of Information Act, Records Policy – 802, and all applicable laws. Requests for the release of audio/video recordings are set by the State of Illinois Law Enforcement Body Worn Camera Act (50 ILCS 706/10-20). The State of Illinois Law Enforcement Body Worn Camera Act as well as the Illinois Freedom of Information Act (5/ILCS 140/6(a)) will be adhered to when completing any request for the release of audio/video recordings. The State of Illinois Law Enforcement Body Worn Camera Act (attachment A) and the Illinois Freedom of Information Act (attachment B) are all attached in this section.

XIV. ACCIDENTAL RECORDINGS AND DELETIONS

1. In the event of an accidental activation of the body worn camera during non-enforcement or non-investigative activities or in a situation where a reasonable expectation of employee privacy exists, officers shall request via an email to the Deputy Chief of Support Services a request to have the video deleted. Recordings deemed by the Deputy Chief of Support Services to hold no official purpose shall be deleted.

XV. SUPERVISORY RESPONSIBILITIES

1. Supervisors shall ensure officers equipped with body worn cameras utilize them in accordance to policy and training.

2. When a supervisor becomes aware that a recorded incident has the propensity to generate community interest, the supervisor shall review only those recordings relevant to their investigative scope and conduct further investigation that he/she deems appropriate. The supervisor is responsible for forwarding the information via the chain of command.

3. Monthly, supervisors will randomly review 4 recordings pertaining to subordinates under his/her responsibility to ensure that the equipment is operating properly and that officers are using the cameras appropriately and in accordance with policy and training. Supervisors shall document their review on a Camera Supervisor Review form. Completed forms will be included in the shift/unit monthly report.

4. Recordings may not be reviewed indiscriminately for disciplinary purposes. Recordings will be reviewed when a complaint of misconduct has been made or discovered, or as part of the supervisory use of force or resisting/obstructing review.

5. Supervisors shall identify any areas in which additional training or guidance is required.

6. Recordings shall not be used to prepare performance evaluations, unless used for the purpose of correcting substandard employee performance that was brought to the supervisor’s attention.

7. In general, minor infractions and minor deviations from department policy observed through review of the recordings will not be subject to the disciplinary process and will be treated as a training opportunity.

SAMPLE POLICY

XVI. PUBLIC RECORDING OF LAW ENFORCEMENT

1. No officer may hinder or prohibit any person recording a law enforcement officer in the performance of his/her duties in a public place or in a circumstance where the officer has no reasonable expectation of privacy.

2. The unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer may result in discipline or other penalties.

XVII. SCHOOL RESOURCE OFFICERS

1. The Yorkville Police Department recognizes that the duties and working environment for School Resource Officers (SRO) are unique within law enforcement. It is recognized that SRO's are required to maintain school safety while keeping the sanctity of the learning environment that the school provides. SRO's are expected to continuously build trusting relationships with students and staff. They also often have impromptu interventions with students to deescalate arguments and/ or conflicts. It is with this understanding that the Yorkville Police Department provides special regulations to SRO's on their use of Body Worn Cameras (BWC), while remaining in compliance with state law.

    a. The BWC shall be activated in any of the following situations:

        1. When summoned by any individual to respond to an incident where it is likely that a law enforcement-related activity will occur.

        2. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or a law enforcement-related activity will occur.

        3. Any self-initiated activity where it is previously known or facts develop that the questioning/investigation will be used later in criminal charges.

        4. When feasible an SRO shall activate the BWC when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed.

2. If exigent circumstances prevent an SRO from turning on a BWC when required, the BWC shall be activated as soon as practicable.

3. If an incident is recorded on a BWC, the principal of the school shall be notified of the incident/ recording.

4. It is also recognized that SRO's often have conversations with students/staff that are unrelated to the investigation of a crime and fall under the definition of a community caretaking function. It is not appropriate to record these conversations as it diminishes the trust between the individual and the SRO.

XVIII. DETECTIVES

1. Detectives who are assigned a body worn camera will operate/activate the camera in the same manner as other Department members as outlined in this policy. Detectives shall activate the camera at all times they are conducting initial or follow-up investigations where there is contact between members of the department and the public.

2. Department members will adhere to the recording rules outlined in Public Act 099-0882 (725 ILCS 5/103-2.1) of the State of Illinois for interviews/interrogations with individuals in

custody that are conducted inside the police facility. Such interrogations/interviews will be conducted in interview rooms that are equipped with audio/visual recording capabilities.

3. Witnesses, victims and community members reporting a crime can request the camera be turned off, but the request should be captured on the recording.

XIX. TRAINING

1. Each officer shall complete training on this policy and any procedures prior to use and deployment of the body worn cameras. The training coordinator shall maintain a record of all officers completing this training. Updates and ongoing training shall occur as needed. Officers shall direct any questions or training needs related to officer-worn body cameras to their immediate supervisor.

XX. COMPLIANCE

It is the responsibility of all Officers, Supervisors, and Administrative Personnel to comply with all sections of this directive. This Policy supersedes all previous written and unwritten policies and procedures of the Yorkville Police Department on the above subject.

XXI. EFFECTIVE DATE

This policy shall be effective as of:

By order of,

James Jensen
Chief of Police

Quote For:

Yorkville Police Department
Attn: Ray Mikolasek

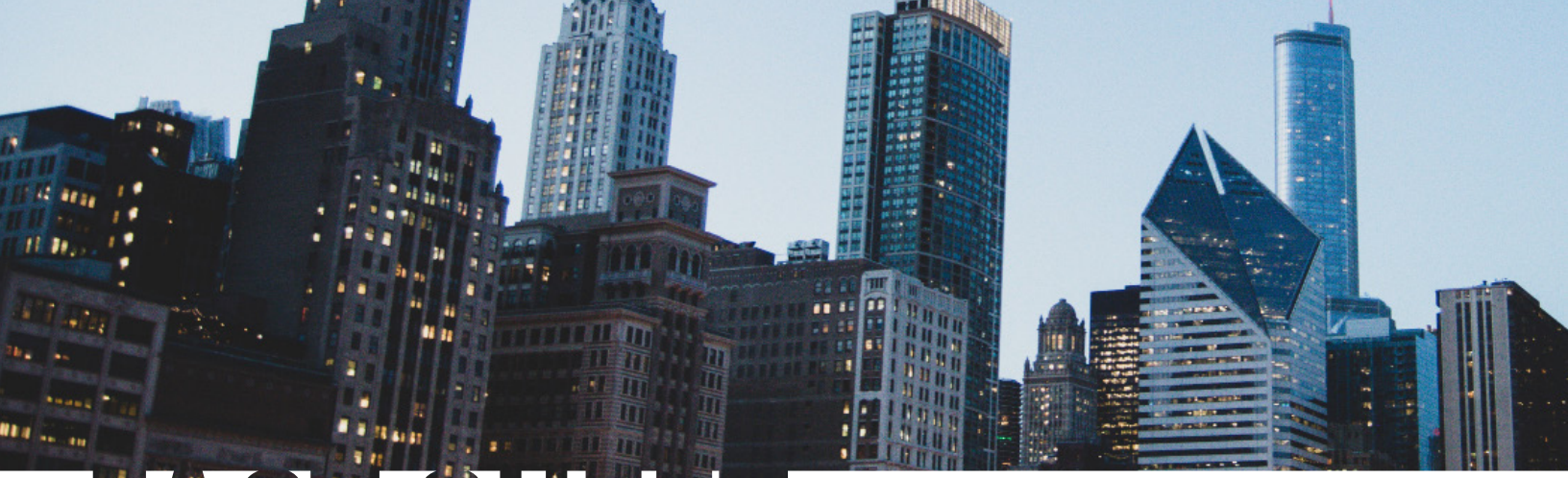
Reference:
(33) V300 VaaS (13) 4RE CCE

Quote By:

WatchGuard Video / Motorola Solutions
Danny O'Shea

Date: 01-13-22

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS

- **MISSION-CRITICAL COMMUNICATIONS**
- **COMMAND CENTER SOFTWARE**
- **VIDEO SECURITY & ANALYTICS**
- **MANAGED & SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250, No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies, No. 3 in Networks and Other Communications Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index, September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

$7.3 BILLION
in annual sales (2018)

$637 MILLION
in R&D spending (2018)

$3.3 BILLION
in acquisitions spending since 2016

17,000+ EMPLOYEES
in 60 countries

100,000+ CUSTOMERS
in over 100 countries

6,900+ PATENTS
granted and pending

13,000 NETWORKS
across the globe

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

Prepared For:
Yorkville Police Department - Attention: Ray Mikolasek
(33) V300 VaaS (13) 4RE CCE

QUOTATION - VH3-0034-06

DATE: 01-13-22

Additional Options

Deliverables / Materials / Services	Qty	Unit Price	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ $49 per Month AAS-BWC-5YR-001 ***(PaaS)*** Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	**33**	**$2,940.00**	**$2,940.00**	**$97,020.00**
V300, Battery, Removable and Rechargable, 3.8V, 4180mAh WGP02614	**33**	**$99.00**	**$69.00**	**$2,277.00**
V300 Base Assembly, USB Desktop Dock WGA00640-KIT1	**33**	**$95.00**	**$95.00**	**$3,135.00**

Pre Configured V300 Transfer Station II with Power Supply and Cables. BW-ACK-V3-TSC V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.	**1**	**$1,495.00**	**$0.00**	**$0.00**
V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. IV-ACK-BD-V3--- V300 WiFi In-car Radio Base Bundle WiFi Charging Radio Base Smart PoE Switch Cables and Brackets	**13**	**$545.00**	**$545.00**	**$7,085.00**
CC Evidence Unlimited Data Storage for ICV SSV00S02784A ***(PaaS)*** Unlimited for In Car Video Priced Annually: $52 per car per month	**65**	**$624.00**	**$495.00**	**$32,175.00**
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation WGW00122-400	**1**	**$5,000.00**	**$5,000.00**	**$5,000.00**
Shipping - BWC Unit FRT-BWC-01 Freight delivery for each Body Worn Camera Unit	**33**	**$15.00**	**$15.00**	**$495.00**

Subtotal Price	**$147,187.00**

Due Now	**$43,831.00**
Annual Invoice	**$25,839.00**

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).

6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. In-car installation of the Smart POE/radio bundle not included.

Quoted by: Danny O'Shea - 800-605-6734 - daniel.oshea@motorolasolutions.com

Quote ID: VH3-0034-06 – Pricing Summary – 01-13-22

Total Spend:

Due Now	$43,831.00
Years 2-5 Invoice(s) (Pay Each Year)	$25,839.00
Total Spend	***$147,187.00***

Purchase as a Service (PaaS)
Financial Profile

Total Price:	$129,195.00
Contract Term:	5 Years
Monthly Payments:	$2,153.25
Annual Invoice:	***$25,839.00***

Deferred

Total Price	$147,187.00
Direct Purchase Items	$17,992.00
Deferred (5 Payments of $25,839.00)	***$129,195.00***

Due Now

Direct Purchase Items	$17,992.00
1st Invoice	$25,839.00
Due Now	***$43,831.00***

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below ("**Customer**"). WatchGuard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard. unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of

the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, "**Non-WatchGuard Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section __ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard's policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, atchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by WatchGuard's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; **"Third-Party Data"** means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**WatchGuard Data**" means data owned or licensed by WatchGuard; "**Feedback**" means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, "**WatchGuard Materials**"). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Dallas, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. . Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data**; **Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

WatchGuard Video, Inc.	**Customer: [_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the "**WatchGuard Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**; **Section 4 – Term**; **Section 5 – Payment**; **Section 6.2 – Additional Exclusions**; **Section 8 – Survival**.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement.WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

"**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard'sSoftware, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**. [1]

Video as a Service Addendum

This Video as a Service Addendum (this "**VSA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer's participation in WatchGuard's Video-as-a-Service Program ("**VaaS Program**"). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by WatchGuard to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to WatchGuard prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

3. Subscription Software.

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System ("**ELC**") during the VSA Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using WatchGuard Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on WatchGuard's prevailing rates, or WatchGuard may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program ("**Unlimited Storage**") is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola's CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available at [ADD LINK] and the Microsoft terms and conditions available at [ADD LINK] apply to Customer's, and its Authorized Users', use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of WatchGuard's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. WatchGuard will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but WatchGuard may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and WatchGuard makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. WatchGuard agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to WatchGuard screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened WatchGuard personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of ELC (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription**

Quarter"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer's access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from WatchGuard at the prevailing rates. WatchGuard has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the "**VSA Term**") will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased $1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then $1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $1,000 x (24/60) + $1,000 x (36/60), which is equal to $1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment**; **Section 4 – Term and Termination**; **Section 6 – Survival**.[1]

DEMS EXHIBIT
EVIDENCELIBRARY.COM

The following DEMS Exhibit (the "**Exhibit**") is an Exhibit to the VSA and sets forth the terms relating to Customer's use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in WatchGuard's sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface ("**API**") offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, WatchGuard has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond WatchGuard's control that may impact WatchGuard's ability to achieve this goal, including but not limited to a force majeure event.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.**	**Telephone conference within 1 Hour of initial voice notification**
2	**Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.**	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.**	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.**	**Telephone conference within 2 Standard Business Days of initial notification**

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. WatchGuard will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. WatchGuard will make commercially reasonable efforts to notify Customer of unscheduled or emergency

maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

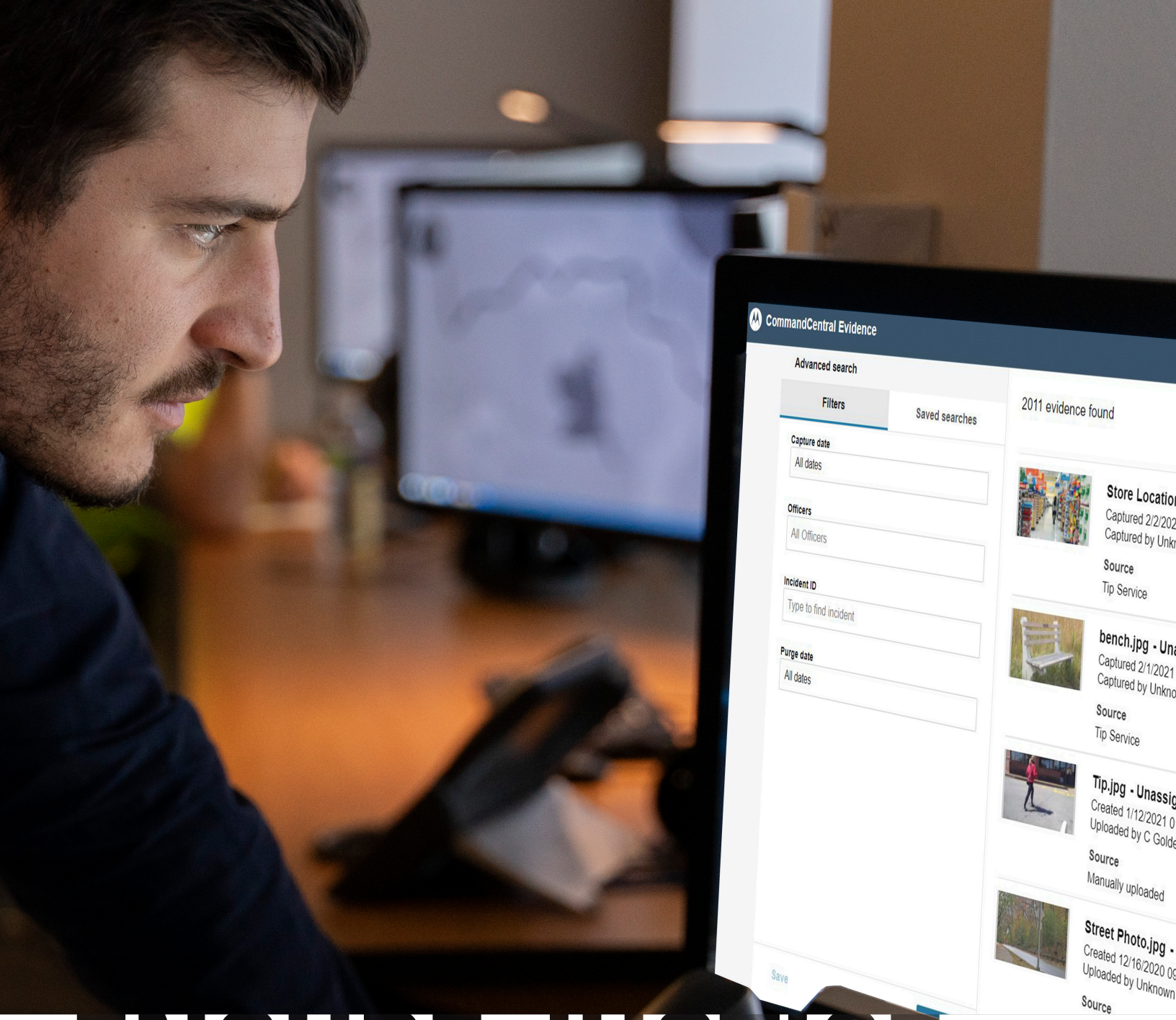
6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet WatchGuards at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

Attached Addenda to the Agreement
- Equipment Purchase and Software License Addendum
- Subscription Service Addendum
- Video as a Service Addendum



ENSURE JUSTICE IS ACHIEVED

COMMANDCENTRAL EVIDENCE
DIGITAL EVIDENCE MANAGEMENT

MOTOROLA SOLUTIONS

MAXIMIZE THE VALUE OF YOUR DIGITAL EVIDENCE

Digital Evidence can be one of the most valuable tools when investigating and prosecuting cases. But the extreme volume, variety and velocity of data has made digital evidence management more complex for public safety agencies than ever before. This creates barriers for law enforcement professionals when collecting, storing, securing, managing, and sharing this critical information.

You need to make sure your case isn't put at risk by missing valuable content. There are, in fact, instances where cases that don't include digital evidence may not be prosecuted at all — and missing digital evidence can result in a lawsuit.

It's time to revolutionize digital evidence management.

CommandCentral Evidence includes all the tools you need to collect evidence from citizens, capture media on scene, and centralize digital evidence storage. With cloud, hybrid and on-premises deployments available, knock down the data silos in your operations with the ability to manage, view and securely share the entire case from a single location.

ALL YOUR EVIDENCE IN ONE PLACE

SOURCE-AGNOSTIC DIGITAL EVIDENCE MANAGEMENT

With the influx of digital content, the last thing you need is to overwhelm your records and evidence teams with more to manage. CommandCentral Evidence minimizes the burden of new media by providing access to all case content from a single pane of glass, so you get the most out of your digital evidence. Whether it's fixed surveillance, body-worn camera video, in-car video, crime scene images, 9-1-1 audio or radio traffic, it all needs to be reviewed and potentially shared to aid in prosecution. Ingest or access content from any source via native integrations to our own portfolio, 3rd party system connectors or manual file uploading.

COMMUNITY INTERACTION TOOLS

Your community has valuable knowledge and can be a critical partner if you have the right tools to connect. Provide your citizens with the ability to share intelligence and be a true public safety partner with CommandCentral Community. These tools provide a secure way to collect evidence from the public, a safe place for anonymous tipping, and a channel to keep the public informed of local crime data — on your terms.

FIELD RESPONSE APPLICATION

Capture images, video and audio on scene with an Android or iOS mobile device. With CommandCentral Capture, all evidentiary data is isolated from personal data, making it inaccessible for tampering by other apps. The chain of custody is established at the moment of capture, so you never need to subpoena devices. The evidence is then automatically uploaded to CommandCentral Evidence for immediate use. Officers can also dictate their primary narrative directly from the app, saving valuable time with automated transcription.

IN-CAR AND BODY CAMERAS

Capture secure, unbiased video evidence with Motorola Solutions' robust body-worn and in-car cameras. Driving out of the way to upload recorded video is expensive and unproductive. Keep patrol officers on the road with automatic, encrypted video uploads from in-car systems or WiFi-enabled body cameras directly to CommandCentral Evidence. Once the evidence is uploaded, synchronize playback so recorded video and audio from multiple devices can be seen and heard simultaneously.

MULTI-FILE ASSET UPLOAD

For multi-file evidence from physical media, the folder structure is just as important as the evidence itself. Maintain the integrity of the original evidence folder structure when you upload massive multi-file assets from physical media, such as DVDs, USBs and cellphones. This feature also saves on desktop storage, since it avoids uploading and downloading evidence as large zip files when needed for court. A security scan is run during the upload to protect against malware and other cyber threats.

THIRD PARTY CONNECTORS

Our public safety software suite is natively integrated with CommandCentral Evidence, making it easier to gather all of the content you need. But, even if you don't leverage our applications, we also have a third party connector ecosystem that allows you to interface with the investments you've already made and maximize the value of the digital content they produce. We've interfaced with many vendors across the public safety technology landscape already, and can work with you and your vendors to get one built if needed.

BUILD A STRONGER CASE

INTEGRATED RECORDS AND EVIDENCE MANAGEMENT

If you're like most agencies, siloed systems make it challenging to pull together a complete picture of a case in a timely manner for investigations. CommandCentral Evidence uses intelligent case folders that automatically aggregate all case data, so your detectives can focus on solving the crime. By leveraging agency-configurable tags, file metadata and correlation with your CAD and RMS, content is easier to search, manage and review. This saves time and resources that can be put to use on more value-added tasks.

COMMANDCENTRAL RECORDS

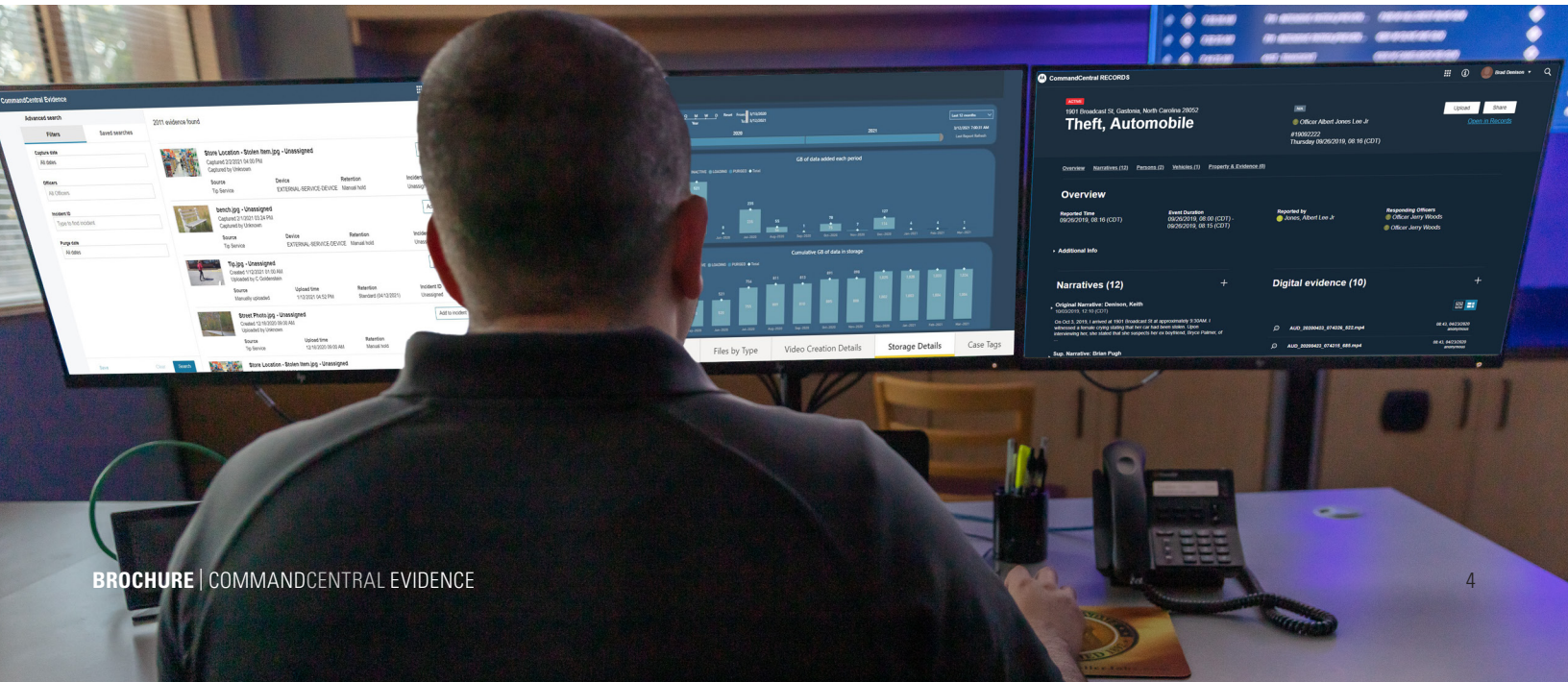
CommandCentral Evidence is completely integrated with CommandCentral Records, providing a more complete picture of the incident. The incident record automatically identifies links to existing person or vehicle records in the primary narrative, notifies you of license plate recognition database matches, and enables you to securely share the entire case from one location.

PREMIERONE AND SPILLMAN FLEX RECORDS

View digital evidence directly from your existing on-premises PremierOne Records or Spillman Flex Records system via an integrated module, making it easier to access and review all case-related information from one user interface.

THIRD PARTY CAD/RMS CORRELATION

Correlate digital evidence to your third party CAD/RMS system, taking content organization to another level. By leveraging metadata and applying tags to your content, you can automate the association of case-identifying details and minimize manual data input.



GO TO COURT WITH CONFIDENCE

SIMPLIFY JUDICIAL COLLABORATION

Successful prosecutions rely heavily on digital evidence. Collaboration with prosecutors, agency partners and the community must be seamless. Evidence must be shared in a timely manner and be fully tracked and audited. Perhaps most importantly, the chain of custody must be preserved. CommandCentral Evidence provides the tools to achieve the proper criminal outcomes and maintain transparency by securely sharing the case with the chain of custody intact.

JUDICIAL SHARING

Quick, easy and secure sharing of case information with partners is critical. Keep partners up-to-date by providing them with an account for in-app sharing or access to a dedicated, streamlined page for prosecutors. This allows them to access all of the case content shared with them — even from multiple agencies — from one, secure location.

AUDIT LOGGING

If content can't be authenticated and chain of custody kept unbroken, you risk your valuable evidence being dismissed. Detailed audit logging allows you to track all activity on or with a piece of content to ensure admissibility in court.

DOWNLOAD MANAGER

You may already have case sharing systems in place with your partners. Easily download content and audit logs to review and share. This allows you to leverage your agency's existing investments, while still enjoying the benefits of CommandCentral Evidence.

REDACTION SUITE

Freedom of information requests are a reality of the job, but it doesn't have to be inefficient. Our comprehensive redaction suite provides all the tools you need in one place to easily protect the privacy of those involved in an incident, while maintaining transparency to the public.

STREAMLINE YOUR DIGITAL EVIDENCE WORKFLOW

FROM CITIZEN TO COURTROOM

Knock down the data silos between your teams and tools with the confidence that every detail has been captured and no evidence left behind. From citizen to courtroom, intuitively collect, capture, manage and share all case content through one pane of glass that centralizes all evidence types for improved accuracy and collaboration.

COMMUNITY ENGAGEMENT

Collect anonymous tips and gather digital evidence directly from citizens via a simple form or agency generated link.

FIELD RESPONSE APPLICATION & VIDEO DEVICES

Capture images, video and audio on scene with a mobile device, in-car, or body camera.

DIGITAL EVIDENCE MANAGEMENT

Aggregate and intelligently organize all digital evidence from a variety of systems in one place.

RECORDS MANAGEMENT

Easily view all incident information within one, intelligently organized user interface, including the associated digital evidence.

JUDICIAL SHARING

Securely share with prosecutors, other agencies and the community with chain of custody intact.

TRANSFORM OPERATIONS WITH BIG DATA

You are faced with a ton of data — and it's only continuing to increase. It's structured and unstructured. It's coming in from so many different sources that it's easy to miss connections and trends. And no matter how much data you have, it won't be useful unless you can put it to work for your organization. Big data can be transformative to operations if it can be centralized and harnessed to fuel analytics.

CommandCentral Evidence was built on the Motorola Solutions Big Data Platform, a secure and certified cloud platform that unifies your data and enables powerful analytics. The more data you add to the common platform, the more powerful your operations become. Here are a few ways the Big Data Platform puts your data to work for you:

UNIFIED SEARCH

You need to be able to find what you need, fast. Our free-text search makes it easier to find the content you're looking for amongst the sea of images, audio, video, and other files. You can even filter and group based on tags and any other metadata attributes. Save frequent searches so they dynamically update with any new content.

REPORTING

Dive deeper into your body camera program with built-in reports and dashboards. These reports provide insight into body camera usage and adoption, such as average video length and volume, policy compliance, officer behavioral changes and storage trends to help estimate future storage needs.

MACHINE LEARNING

Officers dictate their narrative from CommandCentral Capture. The transcript becomes the primary narrative in CommandCentral Records, and machine learning automatically links any existing person, vehicle, organization or location records.

SECURITY

Sensitive content may need to be restricted from certain users, or investigative groups might need to be alerted to review assets for particular cases. Simplify both of these processes by controlling who can access what with detailed permissions, and flagging or marking for-review content that requires special attention.

COMMANDCENTRAL

The industry's most integrated public safety software suite from call to case closure.

NEXT-GENERATION EVOLUTION WITH A DEDICATED TECHNOLOGY LEADER

We build software for mission-critical environments where every second matters. CommandCentral Evidence and other applications in our CommandCentral software suite unify data and streamline workflows from call to case closure in order to put your information to better use, improve safety for critical personnel and restore your focus on the communities you serve. Backed by a trusted, 90-year industry expert with proven public safety leadership, our suite is transforming the public safety experience with a focus on evolution, not revolution, in order to help you digitally transform your operation.

For more information about CommandCentral Evidence, visit www.motorolasolutions.com/evidence

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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YORKVILLE POLICE DEPARTMENT
James Jensen, Chief of Police
804 Game Farm Road | Yorkville, Illinois 60560
Phone: 630-553-4340 | Fax: 630-553-1141

January 26, 2022

Motorola Solutions Inc.
415 E. Exchange Parkway.
Allen, TX 75002

Re: Purchase of Motorola Body Camera Equipment

This letter serves as authorization by the United City of Yorkville for Motorola Solutions to place an order for the mobile video equipment on the attached sheet for a purchase price of $147,187.00. The United City of Yorkville agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

Yorkville Police Department
804 Game Farm Road
Yorkville, IL 60560
Attention: Deputy Chief Ray Mikolasek

When Motorola Solutions invoices the United City of Yorkville, the invoice should reference Quotation VH3-0034-06 and be sent to Deputy Chief Ray Mikolasek at the following address:

Yorkville Police Department
804 Game Farm Road
Yorkville, IL 60560

For taxation purposes, even if tax-exempt, the equipment sold to the United City of Yorkville will ultimately reside at the following address:

Yorkville Police Department
804 Game Farm Road
Yorkville, IL 60560

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

YORKVILLE POLICE DEPARTMENT
James Jensen, Chief of Police
804 Game Farm Road | Yorkville, Illinois 60560
Phone: 630-553-4340 | Fax: 630-553-1141

If you have any questions regarding this order, please feel free to contact Danny O'Shea Motorola ASM at 800-605-6734 or Daniel.oshea@motorolasolutions.com

Sincerely,

By: _____
Chief of Police James H. Jensen
Yorkville Police Department

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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2022-07

Agenda Item Summary Memo

Title: Audit Services – Request For Proposals (RFP)

Meeting and Date: City Council – January 25, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: ADM – 01/19/22 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2022-07

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: January 13, 2022
Subject: Request for Proposal – Auditing Services Recommendation

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Summary

Review of audit RFP bids and discussion of vendor.

Background

In November of last year, the City issued a request for proposal (RFP) for auditing services, which was advertised in the Beacon News, in addition to being directly emailed to seven local accounting firms that specialize in governmental audits. The City received three responses to its proposal from the following firms: Selden Fox, Ltd.; Sikich LLP; and Lauterbach & Amen, LLP.

As shown on the attached RFP Cost Summary Worksheet (Exhibit A), the low-cost proposal was from Lauterbach & Amen (L&A), with a total bid of $167,425 over the five-year engagement term. As noted in the transmittal letter (pages 3 - 4) of their proposal, L&A currently provides auditing and consulting services to over 400 local governmental units, in addition to providing compilation and benefit services to 450+ police and fire pension funds. Furthermore, L&A is one of the top ten firms in the nation that submit reports to the GFOA Comprehensive Annual Financial Report Award program, with over 100 clients (including Yorkville) currently holding a GFOA Certificate of Achievement. L&A also hosts various training sessions throughout the year, at no additional cost, which staff has found useful in assisting management with the implementation of new accounting standards and other finance and accounting related issues.

Recommendation

Lauterbach & Amen is the low-cost provider, and they have acceptably served the City for the past 10 years (two contract terms). The City staff have no hesitation to recommend them again for a third contract term, which would take them through being the City's auditors for 15 years. Lauterbach & Amen have agreed to rotate the partner-in-charge (as well as the entire audit team, if desired) of the City's audit, in order to provide a "fresh set of eyes" regarding the financial statements and audit processes. While it is not uncommon for governments to retain auditors for more than ten years, as noted in the reference sections of the proposals for which several show continuous audit engagements of 15 years or more – we are sensitive to the idea that different companies may look at our organization differently, which provides some level of assurance to residents that we are not resting on past performance. The Mayor and City Administrator have discussed this concept and do not have a recommendation to "switch just to switch" but we wanted to raise it so there is active confirmation that the City Council is okay with continuing

forward with the same firm the City has used for a decade. If the City Council wants to explore a change, we have no objections to either Sikich or Selden Fox; as both are well known and respected firms that would undoubtably serve the City well, albeit at a higher annual cost.

Exhibit A

Request for Proposals - Auditing Services
Cost Summary

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Grand Total
Lauterbach & Amen	* $ 32,055	$ 32,770	$ 33,485	$ 34,200	$ 34,915	**$ 167,425**
Sikich	38,200	39,355	40,535	41,760	43,020	**202,870**
Selden Fox	41,500	42,650	43,250	44,400	45,050	**216,850**

* City's current audit firm

Firm	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Totals
Selden Fox						
City Audit	$ 33,500	$ 34,500	$ 35,000	$ 36,000	$ 36,500	$ 175,500
TIF Compliance Reports	600	650	650	700	750	3,350
Subtotal	$ 34,100	$ 35,150	$ 35,650	$ 36,700	$ 37,250	**$ 178,850**
Police Pension Audit	$ 2,900	$ 2,900	$ 2,900	$ 2,900	$ 2,900	$ 14,500
Subtotal	$ 37,000	$ 38,050	$ 38,550	$ 39,600	$ 40,150	**$ 193,350**
Single Audit (if required)	$ 4,500	$ 4,600	$ 4,700	$ 4,800	$ 4,900	$ 23,500
Totals	***$ 41,500***	***$ 42,650***	***$ 43,250***	***$ 44,400***	***$ 45,050***	**$ 216,850**
Lauterbach & Amen						
City Audit	$ 24,995	$ 25,500	$ 26,005	$ 26,510	$ 27,015	$ 130,025
TIF Compliance Reports	560	570	580	590	600	2,900
Subtotal	$ 25,555	$ 26,070	$ 26,585	$ 27,100	$ 27,615	**$ 132,925**
Police Pension Audit	$ 2,800	$ 2,900	$ 3,000	$ 3,100	$ 3,200	$ 15,000
Subtotal	$ 28,355	$ 28,970	$ 29,585	$ 30,200	$ 30,815	**$ 147,925**
Single Audit (if required)	$ 3,700	$ 3,800	$ 3,900	$ 4,000	$ 4,100	$ 19,500
Totals	***$ 32,055***	***$ 32,770***	***$ 33,485***	***$ 34,200***	***$ 34,915***	**$ 167,425**
Sikich						
City Audit	$ 26,300	$ 27,090	$ 27,900	$ 28,740	$ 29,605	$ 139,635
TIF Compliance Reports	3,200	3,300	3,400	3,505	3,610	17,015
Subtotal	$ 29,500	$ 30,390	$ 31,300	$ 32,245	$ 33,215	**$ 156,650**
Police Pension Audit	$ 4,500	$ 4,635	$ 4,775	$ 4,920	$ 5,070	$ 23,900
Subtotal	$ 34,000	$ 35,025	$ 36,075	$ 37,165	$ 38,285	**$ 180,550**
Single Audit (if required)	$ 4,200	$ 4,330	$ 4,460	$ 4,595	$ 4,735	$ 22,320
Totals	***$ 38,200***	***$ 39,355***	***$ 40,535***	***$ 41,760***	***$ 43,020***	**$ 202,870**

United City of Yorkville

PROPOSAL

For the Years Ending:
April 30, 2022, 2023 and 2024
and Optional Years
April 30, 2025 and 2026

Due Date:
December 17, 2021

Lauterbach & Amen, LLP

Certified Public Accountants
668 N. River Road
Naperville, Illinois 60563
Phone: 630.393.1483
Fax: 630.393.2516

lauterbachamen.com

PROPOSAL TO PROVIDE PROFESSIONAL AUDITING SERVICES

United City of Yorkville ILLINOIS

United City of Yorkville

For the Years Ending: April 30, 2022, 2023 and 2024 and Optional Years April 30, 2025 and 2026

Due Date: December 17, 2021

Contact Information

Ronald J. Amen, Partner

630.393.1483

ramen@lauterbachamen.com

Jamie L. Wilkey, Partner

630.393.1483

jwilkey@lauterbachamen.com

TABLE OF CONTENTS

Transmittal Letter **3-4**

Firm Profile **5-10**

Key Engagement Personnel **11-14**

Audit Approach **15-20**

Price and Billing **21-22**

References **23-24**

Appendix **25-33**

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS
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www.lauterbachamen.com

December 17, 2021

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

Lauterbach & Amen, LLP (L&A) is pleased to respond to your request to provide auditing services to the United City of Yorkville (City).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L&A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our five partners share a combined 125+ years of exclusive government experience, with past experience in nonprofit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the City. L&A possesses the resources and drive to continually exceed your expectations.

At L&A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L&A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L&A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

EXPERTISE

- Providing professional audit and consulting services to over 400 local governments on an annual basis, and providing compilation and benefit services to over 450 police and firefighters' pension funds.
- Possessing exclusive expertise in the area of local government, as evidenced by our exemplary retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program. L&A is also in the top ten firms nationally that submit audits to the Certificate of Achievement Program.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.

SERVICE AND QUALITY

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of the team, allowing for the establishment of efficient working relationships with the City.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the City, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the City and any of the City's uniquely complex issues.

CLIENT TRAINING OPPORTUNITIES

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the City the highest level of service.

During the time we have worked with the City, our firm has gained valuable knowledge of City operations, work flow, and internal controls that assist in providing a thorough but efficient audit. We have enjoyed our working relationship with the City and look forward to hopefully continue working with management and the Council for years to come.

We are very excited about the opportunity to continue to serve the City and are committed to providing the City with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the City. This proposal is a firm and irrevocable offer for 60 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

Ronald J. Amen
Partner
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Jamie L. Wilkey
Partner
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630.393.1483

FIRM PROFILE

Lauterbach & Amen, LLP (L&A) is based in Naperville, Illinois. Founded in 1997 by Sherry Lauterbach and Ron Amen, the firm provides clients with accurate, timely and personalized services that combine large-firm capabilities with small-firm values. Through the years, our services have evolved to meet the growing demands of our clients in the governmental, nonprofit and private sectors.

L&A clients can expect unparalleled service from an experienced team of knowledgeable professionals who double as valuable management resources.

SERVICES

Actuarial

Audit

Financial

Payroll

Pension

Tax

5 Partners | 45+ Managers | 115+ Staff

INDUSTRIES

GOVERNMENT

NONPROFIT

PRIVATE SECTOR

Firm Philosophy

We have a full-time commitment to accounting and financial reporting, with extensive expertise in the government and nonprofit sectors. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our services lies not only in the performance of an efficient audit, but in our detailed review of finance practices, and our extensive knowledge of key topics affecting local governments. With our extensive experience in the field of local governmental accounting and auditing, we have served a substantial number of municipalities, park districts, libraries, special districts, school districts, pension funds, joint ventures, and various other governmental organizations. We have included a partial list of such entities as references, and would encourage you to contact any or all of them for references as to our qualifications and level of service. We have also provided our current client listing as evidence of our expertise in and commitment to governmental accounting and auditing.

Close Working Relationship with Management

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our depth of knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact. Through understanding the client's activities and a close working relationship with management, L&A can best respond to and help initiate programs that lead to improved operations and efficiencies.

An Audit is a People-Oriented Endeavor

The team at L&A recognizes that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered around this understanding.

We strive:

- To create an environment that encourages a high level of communication between the client and our team
- To provide clients with the highest attainable level of staff capabilities through selective recruiting and creation of a work environment that aids personal growth
- To continually improve the quality of our services
- To support our financial, business, professional and social communities

FIRM PROFILE

A Strong Commitment to the Industry

Our involvement in the local government field includes active membership, support and participation in numerous professional organizations which serve the financial and management teams of local government, including:

"Involvement in our industry's organizations and providing educational support to those groups is a passion of our leadership team."

- Government Finance Officers Association (GFOA)
- Wisconsin Government Finance Officers Association (WGFOA)
- Illinois Municipal Treasurers Association (IMTA)
- American Institute of Certified Public Accountants
- Illinois CPA Society Committees on Governmental Accounting
- AICPA Government Audit Quality Center
- AICPA Nonprofit Center
- Illinois Association of Park Districts/ Illinois Parks and Recreation Association (IAPD/IPRA)
- Illinois Public Pension Fund Association (IPPFA)
- Illinois Government Finance Officers Association (IGFOA)
- Michigan Government Finance Officers Association (MGFOA)
- Illinois Association of School Business Officials (IASBO)
- Illinois Library Association
- IGFOA Technical Accounting and Review Committee (TARC)
- Township Officials of Illinois
- Illinois Department of Insurance—Task Force
- Special Review Committee - Certificate of Achievement for Excellence in Financial Reporting - GFOA

Client Educational Opportunities

"L&A's value add approach to an audit includes extensive no-cost client training throughout the year."

Helping to share our knowledge and expertise in the governmental industry is one of the greatest values we can bring to our clients. We are committed to continually reviewing our process to ensure an efficient audit, ensuring exemplary communication with our clients, and providing education on issues affecting local governments on a year-round basis. This no additional cost education includes annual group training sessions with our clients covering such topics as the implementation of GASB pronouncements, changes to auditing standards, understanding of the financial statements, identification of department efficiencies and best practices, and other statutory or hot topics affecting governments.

Government Expertise = Extensive Services Available

It has been our experience that questions or problems may arise during the year for which a client might call upon us for assistance. The following is a partial list of the services we can provide to our clients:

- Financial reporting-assistance in the implementation of authoritative pronouncement requirements
- Assistance in obtaining or securing the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)
- Utility or enterprise funds-analysis, forecasting, rate structure, and consulting services
- Federal, state and local grant reporting requirements
- Budget-assistance in obtaining the Distinguished Budget Award from the GFOA, appropriation and tax levy documents
- Personnel Issues-evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension fund related issues, including benefit calculations, funding analysis, etc.
- Human resources-taxability issues, fringe benefits, policies, etc.
- Outsourced finance and accounting department functions, including all levels of finance functions
- Taxpayer compliance-specialized audits for selected revenue sources

Communication is the Key

We consider it essential to maintain the lines of communication throughout the year. To attain this, we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) keep our clients advised of changes and recent developments related to governments.

Quality Assurance

We are committed to proving the highest quality audit product to our clients during all phases of the audit. Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and our Firm's policies. At L&A we pride ourselves in providing a quality audit. As such, we are a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AIPCA, submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

Peer Review

The firm undergoes an independent peer review of our accounting and auditing practice as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPA's in public practice, industry, government and education. Our reports have been reviewed by numerous federal and state oversight agencies as well as other external professional agencies and organizations. Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

Independence

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the City.

License to Practice

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.

CRAIN'S CHICAGO BUSINESS

L&A was ranked as the 17th largest accounting firm in the Chicagoland area, according to an annual survey published by Crain's Chicago Business.

DFK International/USA

Lauterbach and Amen is an independent member of DFK International, a worldwide association of independent accounting and management consulting firms, with locations in over 40 major markets throughout the United States and representation in over 85 countries worldwide. Our membership in DFK enhances our worldwide reach, provides us with additional resources, and expands the world of opportunity for our clients.

Other Information

L&A has not had any federal or state desk reviews of its audits during the last three years. No disciplinary action has been taken against the firm during the last three years by state regulatory bodies or professional associations.

Per our firm's quality control document, all audit staff are required to meet the AICPA's continuing professional education requirements. Because we are niched in government, the required CPE hours for all of the staff outlined in this proposal are focused on the government industry, with hours also dedicated to Uniform Guidance/Single Audit continuing professional education as required by our industry. The firm utilizes a mix of self-study, in-house training, state Society or AICPA programs, Government Audit Quality Center programs, and programs offered by various government associations, such as the IGFOA.

Conclusion

We are thrilled to have the opportunity to continue to serve the City. We truly believe we have a passion for the government industry and a passion for providing a level of service well beyond just issuing you audited financial statements. Our approach to client service includes open year-round communication, a large network of resources to assist with even non-audit related questions, and a dedication to furthering education on our industry technical standards and best practices. At L&A you will be served by partners who are dedicated to the government industry and a group of over 160 L&A employees that share in that passion and spend all twelve months of the year working on government engagements.

Ronald J. Amen, CPA

Managing Partner

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ramen@lauterbachamen.com

Ron Amen has over 32 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal government entities, universities, nonprofits and other governments.

Educational and Membership Background

- University of Nebraska
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Government Finance Officers Association (GFOA) and Illinois GFOA
- Member of AICPA Government Audit Quality Center
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses

Governmental Accounting and Auditing Experience

Ron has managed numerous governmental engagements during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, he is often used as a resource for providing creative solutions to issues affecting local governments. He functions as a working partner, in that he is available and present during each phase of the audit process.

Ron has also participated in the management of some large commercial and nonprofit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and nonprofit clients.

Jamie L. Wilkey

Technical Partner

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Jamie Wilkey has over 20 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts and various other units of government.

Educational and Membership Background

- Truman State University
- Northern Illinois University
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Technical Accounting Review Committee (TARC) with IGFOA
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses
- Instructor for IPPFA Training Courses

Governmental Accounting and Auditing Experience

Jamie's experience in the governmental sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Jamie has been responsible for the management of numerous annual audits for government units, all of which has either received the Certificate of Achievement for Excellence in Financial Reporting Award from the GFOA in the first year of their submittal to the program or maintained their Certificate standing.

Jamie also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet and consolidated financials. Jamie has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utilities billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.

Matt R. Beran, CPA

Operations Partner

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mberan@lauterbachamen.com

Matt Beran has over 18 years of professional accounting experience, 12 of those are exclusively in the governmental sector. Prior to working in government, Mr. Beran was a supervisor at one of the Big 4 accounting firms. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts, nonprofits and various other units of government.

Educational and Membership Background

- Truman State University
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of School Board Officials (IASBO)
- Instructor for IMTA Training Courses
- Instructor for IASBO Training Courses

Governmental Accounting and Auditing Experience

Matt's experience in the government sector includes managing numerous governmental engagements. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background.

Matt has been responsible for the training of staff at Lauterbach and Amen. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual versus modified accrual accounting. He researches new GASB pronouncements and gains an understanding of the change and how it will affect clients, audit staff, and the audit process. Then Matt passes along this knowledge to clients to ensure they understand what is changing.

Matt has also been responsible for various agreed-upon procedures including forensic audits. He has been able to observe various municipalities, park districts and libraries and prepare an extensive report on their current internal controls and procedures. Matt will also then give various suggestions on how to improve internal controls and procedures to improve efficiency and accuracy while still having proper segregation of duties.

KEY ENGAGEMENT PERSONNEL

Audit Team Key Personnel

Monika Adamski

Monika has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of DePaul University. Monika is specialized in municipal and state agency audits as well as school districts and nonprofit entities and also specializes in internal control assessment for all governmental clients.

Tim Gavin

Tim has 15 years of professional accounting experience exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Tim is specialized in audits, accounting services and financial reporting. He retains highly specialized skills in accounting and auditing software.

Jennifer Martinson

Jen has 9 years of professional accounting experience exclusively in the governmental sector. She is a graduate of the University of Miami and a Certified Public Accountant. Jen specializes in municipal audits, staff training and new hire training. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual adjustments.

Brad Porter

Brad has 7 years of professional accounting experience exclusively in the governmental sector. He is a graduate of University of Saint Francis and a Certified Public Accountant. Brad specializes in staff development and the training and auditing of local governments and park districts.

Don Shaw

Don has 12 years of professional accounting experience, 8 of those years are exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Don specializes in municipalities, school districts and Uniform Grant Guidance single audit testing, reporting and submission.

Ann Scales

Ann has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of Marquette University and is a Certified Public Accountant. Ann specializes in finalizing Comprehensive Annual Financial Reports for our clients - meeting the requirements established by the GFOA. Ann has completed the AICPA's Nonprofit Level I and Level II Certificate Program. She specializes in auditing and performing consulting services for municipalities and nonprofits.

AUDIT APPROACH

Overview

We are prepared to meet or exceed all requirements and expectations of the City. The partners of L&A will be involved in all phases of the audit of the City as outlined below. L&A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of the issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

Below is our proposed schedule for your audit phases in accordance with the requirements stated in the RFP:

PHASE		TIMING	PARTNER	MANAGER	SUPER-VISOR	STAFF	CLERICAL	TOTAL-HOURS
	Phase 1 Planning	April	6 Hours	8 Hours	2 Hours	2 Hours	2 Hours	20 Hours
	Phase 2 Preliminary Fieldwork	June	6 Hours	8 Hours	8 Hours	8 Hours	2 Hours	32 Hours
	Phase 3 Fieldwork	Early August	21 Hours	61 Hours	73 Hours	25 Hours	0 Hours	180 Hours
	Phase 4 Drafts	Early September	9 Hours	12 Hours	12 Hours	5 Hours	5 Hours	43 Hours
	Phase 5 Audit Completion	Late September	8 Hours	6 Hours	0 Hours	0 Hours	2 Hours	16 Hours

GFOA Certificate of Achievement

L&A fully supports the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their certificates and have submitted over a thousand award applications to GFOA over the years. We also work with our clients in subsequent years on the implementation of any recommendations provided by the GFOA. We will respond to GFOA comments for improvement and take care of the filing of the necessary documents each year. We currently submit in excess of one-hundred reports to the GFOA on an annual basis and are in the top ten firms nationally that submit to the program.

Audit Scope and Standards

L&A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the City's financial statements, with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this information. Introductory and Statistical sections of the Comprehensive Annual Financial Report, if applicable, will not be audited by us.

The audit will be conducted in accordance with generally accepted auditing standards, and, if a single audit becomes necessary, the standards for financial audits contained in Governmental Auditing Standards (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of Uniform Grant Guidance 2CFR-2000/OMB Circular A-133, Audits of State and Local Governments and Nonprofit Organizations.

AUDIT APPROACH

Phase 1: Planning

April

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the City to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focusing on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the City.
- Developing a schedule for completing the subsequent phase of the audit.

Phase 2: Preliminary Fieldwork

June

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the City and its finances through a review of various documents and through discussions with the City. During this phase, we will begin the required study and evaluation of internal accounting controls as part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the City for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.

Phase 2: Preliminary Fieldwork (Cont'd)

June

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm and the City.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

Phase 3: Fieldwork

Early August

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detailed testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and; therefore, provide for the most efficient and effective approach.

Phase 3: Fieldwork (Cont'd)

Early August

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Position
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures will include confirmation of year-end balances, vouching documents and analytic reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures includes examinations of documents for proper approval and review of procedures for compliance with rules, regulations and City policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter and other required communication letters that we will review and discuss with the City during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits not only in reporting, but also in suggestions and recommendations.

Phase 4: Drafts

Early September

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at our office and a draft of the Comprehensive Annual Financial Report and related communication letters will be provided to the City no later than the date agreed to during the entrance conference. The City will then have a sufficient amount of time to review the draft for questions and/or changes. L&A will then return to the City's location for the final draft where we will review the City's questions and/or changes to the Comprehensive Annual Financial Report as well as the client communication letters and submit a final draft of the Comprehensive Annual Financial Report to the City.

Phase 5: Audit Completion

Late September

Upon approval of the drafts by the City, we will deliver final, bound financial Comprehensive Annual Financial Reports. At the completion of our audit, we will also provide a the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document. The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations and best practices that we believe may be relevant.
- Upcoming GASB Pronouncements or auditing standards that may affect the City's financial statements in the future.

L&A strives for continual communication with City staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Comprehensive Annual Financial Report and communication letters with representatives of the City.

PRICE AND BILLING

FEE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF APRIL 30TH FOR THE FISCAL YEARS LISTED BELOW:

United City of Yorkville audit:

2022	2023	2024	2025	2026
$24,995	$25,500	$26,005	$26,510	$27,015

Police Pension audit:

2022	2023	2024	2025	2026
$2,800	$2,900	$3,000	$3,100	$3,200

TIF Compliance reports:

2022	2023	2024	2025	2026
$560	$570	$580	$590	$600

Single Audit (if required):

2022	2023	2024	2025	2026
$3,700	$3,800	$3,900	$4,000	$4,100

SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES,
Quoted Hourly Rates for the Fiscal Years listed below:

	2022	2023	2024	2025	2026
Partner	$ 160	$163	$166	$169	$172
Manager	$ 126	$128	$130	$132	$134
Supervisor	$ 90	$91	$92	$93	$94
Staff	$ 76	$77	$78	$79	$80
Clerical	$ 45	$46	$47	$48	$49

Firm Name: Lauterbach & Amen, LLP

Address: 668 N. River Road

Naperville, IL 60563

Signature: _____ Date: 12/17/2021

Printed Name: Ronald J. Amen

Title: Partner

Phone Number: 630.393.1483

PRICE AND BILLING

HOURS SCHEDULE				
	Hours	**Standard Rate**	**Quoted Rate**	**Total**
Partner	50	$170	$160	$8,000
Manager	95	$136	$126	$11,970
Supervisor	95	$100	$90	$8,550
Staff	40	$86	$76	$3,040
Clerical	11	$55	$45	$495
	291			$32,055

In 24 years of providing auditing services, Lauterbach & Amen, LLP has never increased an audit price from what was proposed in the RFP. This includes implementation of all future FASB and GASB pronouncements.

Our firm stresses that we are available throughout the year to provide technical accounting and financial reporting assistance to the City. We encourage clients to contact us with questions that may arise. In addition, we provide no cost client training to introduce new GASB pronouncements and auditing standards that may affect the City, as well as providing other training topics based on client requests and needs.

Schedules Requested

The proposed annual prices are based upon staff support at all levels from the City personnel and that the City will provide adjusted trial balances and support (detailed schedules that reconcile to the trial balance) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the Fieldwork Phase of the Audit Approach section of this proposal.

Additional Services

Should it become necessary for the City to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

As independence standards have recently become more stringent related to the types of additional services auditors can perform, L&A would review these independence standards and the types of services requested prior to proposing on any additional services.

REFERENCES

We know that our best endorsement comes from satisfied clients. We invite you to contact the following clients who have been serviced by our firm to inquire about their experience and how our services continue to

REFERENCES

ORGANIZATION Village of Lombard*

ADDRESS 255 E Wilson Avenue

CITY, STATE, ZIP Lombard, IL 50148

PHONE NUMBER (630) 620-5916

CONTACT PERSON Jamie Cunningham

DATE OF PROJECT December 30th Year-End Audits

ORGANIZATION City of Plano

ADDRESS 17 E Main Street

CITY, STATE, ZIP Plano, IL 60545

PHONE NUMBER (630) 552-8275

CONTACT PERSON Zoila Gomez

DATE OF PROJECT April 30th Year-End Audits

ORGANIZATION Village of North Aurora *

ADDRESS 25 E. State Street

CITY, STATE, ZIP North Aurora, IL 60542

PHONE NUMBER (630) 906-7374

CONTACT PERSON Bill Hannah

DATE OF PROJECT May 31st Year-End Audits

Proposer's Name & Title: Ronald J. Amen, Partner, Lauterbach & Amen, LLP

Signature and Date: December 17, 2021

* Indicates governments who currently hold the GFOA Certificate of Achievement.

REFERENCES

Additional Clients Served

L&A stands by our quality and service. As such, we encourage you to reach out to any of the clients listed below that we serve to learn more about their experience with our firm.

Municipalities, Townships and Counties					
Addison Township	Cuba Township	Harvard	Markham	Pingree Grove*	Streamwood*
Algonquin	Dolton	Henry County	Mendota	Plano	Streator
Antioch*	East Dundee*	Hinckley	Midlothian	Poplar Grove	Sugar Grove*
Barrington	East Hazel Crest	Hinsdale	Milton Township	Princeton	Sycamore*
Barrington Hills	East Moline	Homewood	Monee	Prospect Heights	Thornton*
Bartlett*	Elburn	Inverness	Montgomery*	Riverside*	Timberlane
Beach Park*	Elk Grove Village*	Johnsburg*	Morton Grove*	Riverwoods	Vernon Hills
Berkeley	Elwood*	Justice	Mount Prospect	Rock Island*	Volo
Bloomingdale*	Elyssa's Mission	Kenilworth	Naperville Township	Rockford*	Warrenville*
Bradley	Evanston	Kildeer*	New Milford	Rolling Meadows*	Waukegan
Buffalo Grove*	Fox River Grove	Lake Barrington	Normal*	Rosemont	West Chicago*
Burlington	Frankfort*	Lake Bluff	North Aurora*	Round Lake Beach	Western Springs
Burnham	Georgetown	Lake Villa	North Barrington	Sandwich	Wheaton*
Burr Ridge	Gilberts*	LaSalle County	North Riverside*	Schaumburg	Willow Springs
Campton Hills	Glen Ellyn*	Libertyville*	Northbrook	Shabbona	Wilmette*
Carpentersville*	Glencoe*	Lincolnwood*	Northfield*	Skokie	Winnetka*
Cary	Glenview*	Lindenhurst	Northfield Township	Sleepy Hollow	Winthrop Harbor
Champaign	Golf	Lombard*	Orland Park	South Barrington	Woodridge*
Cherry Valley	Grayslake	Lyndon	Palos Park*	South Elgin*	York Township
Cortland	Gurnee*	Manhattan*	Park Forest*	Stickney	Yorkville*
Country Club Hills	Hampshire	Maple Park	Park Ridge	Stone Park	Zion Township

* Indicates governments who currently hold the GFOA Certificate of Achievement.

Municipalities	Park Districts	School Districts	Libraries	Pension Funds	Other Entities
110+	65+	35+	45+	450+	100+

ELLIN & TUCKER

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Lauterbach & Amen, LLP and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (Firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

FIRM'S RESPONSIBILITY

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and remediating weaknesses in its system of quality control, if any.

PEER REVIEWER'S RESPONSIBILITY

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

REQUIRED SELECTIONS AND CONSIDERATIONS

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

ELLIN & TUCKER

OPINION

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended June 30, 2019 has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lauterbach & Amen, LLP has received a peer review rating of *pass*.

Ellin + Tucker

ELLIN & TUCKER
Certified Public Accountants

Baltimore, Maryland
December 27, 2019

CONTRACTOR CERTIFICATIONS

1. Insurance.

The undersigned certifies that it has all insurance coverages required by law or would normally be expected for the work to be performed and a copy shall be filed with the City upon request by the City for approval by the City.

2. The undersigned;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 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 City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)

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

3. All work under this contract shall be executed in accordance with all applicable federal, state, and City laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

Dated: 12/17/2021 Contractor: Lauterbach & Amen, LLP

By: Ronald J. Amen

Title: Partner

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

A. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

B. ATTACHMENTS TO THIS ADDENDUM:
   1. United City of Yorkville – Audit Journal Entries

C. CHANGES:

D. ADDITIONS:

E. DELETIONS:

F. SCHEDULE:

G. CLARIFICATIONS:

1. **Question -** The RFP includes a Single Audit as part of scope. Did the City require a Single Audit for 4/30/21 due to CRF (or other) funding? If not, when was the last time a Single Audit was required?
   Response - Yes

2. **Question -** Have there been any significant changes in personnel or other changes in internal control or operations since the last audit?
   Response - No

3. **Question -** Approximately how many bank and investment accounts are there?
   Response - 10 bank accounts and 5 investment accounts.

4. **Question -** The 2021 report includes a subsequent event note on a new bond issue. Are any significant, additional debt issuances currently planned?
   Response - We are currently in the process of refunding the 2011 Ref Bonds in the Sewer Fund and issuing $1M in new money for a total of $5.155M. The final bond ordinance is slated to be approved by Council on December 14, 2021 with the closing to occur in early January 2022.

5. **Question -** Does the City maintain all capital asset records, or is auditor assistance needed?

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

Response - Yes, the City maintains all capital asset records.

6. **Question -** The RFP references three TIFs. Based on a review of the Comptroller website, it was not clear if the Downtown TIF II fund has yet to reach the revenue level to trigger an audit requirement. Has it exceeded the $100,000 cumulative revenue mark yet?
   Response - The Downtown TIF II Fund will exceed the $100,000 cumulative revenue mark by the end of the current fiscal year (FY 2022).

7. **Question -** What were the fees for the 2021 audit for each of the components requested in the RFP fee schedule?
   Response - UCOY Audit - $32,200
   Police Pension Audit - $2,800
   TIF Compliance Reports - $560
   Single Audit (if required) - $3,700

   Question - Were there any unusual or one-time elements of the 2021 fee that will not be expected to impact 2022 and beyond?
   Response - No.

8. **Question-** Please also clarify that no auditor assistance is needed with preparing the MD&A or statistical sections (beyond the statistical schedules that flow directly from the financial statements).
   Response - Historically our auditors have updated the net position, changes in net position, fund balance/change of fund balance in gov funds and pledged revenue sections of the stats section, since it flows directly from the financials. The City updates the rest, including the MD&A.

9. **Question -** Has the City begun assessing the impact of the new lease standard (GASB 87)?
   Response - Yes, on a preliminary basis.

10. **Question -** How many leases (both lessee and lessor) does the City have?
    Response - Two, pertaining to copier and managed print services.

11. **Question -** Have there been any disagreements or difficulties with recent audits?
    Response - No.

12. **Question -** Will the current audit firm be allowed to bid again or is rotation being required at this time?
    Response - The current audit firm can bid again.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

13. **Question -** Are there any aspects of the relationship with your current auditors that you would like to see improved?
    Response - No.

14. **Question -** Is the previous auditor bidding on the engagement or is this a mandatory rotation
    Response - Please see answer for # 12.

15. **Question -** How long were the auditors present at the City for preliminary and final fieldwork?
    Response - Day or two for preliminary, one to two weeks for final fieldwork.

16. **Question -** How many auditors are usually in the field?
    Response - 1 to 2 for preliminary, 2 to 3 for final fieldwork.

17. **Question -** Does the City anticipate expending greater than $750,000 in Federal funds during the period covered by the request for proposal?
    Response -Yes, Due to the receipt of ARPA funds.

18. **Question -** Does the audit firm maintain any information for the City? (i.e. capital assets, long term debt)?
    Response - No.

19. **Question -** How many journal entries were proposed by the auditing firm for the FY2021 audit? Would the City be willing to provide the journal entry listing?
    Response - Four, please find the journal entries attached.

20. **Question -** Does the Village prepare all accrual entries for the audit?
    Response - Yes.

21. **Question -** What were the fees for the FY2021 audit?
    Response - Please see answer from # 7.

22. **Question -** On page 5 of the request for proposal, regarding the indemnification paragraph, the AICPA Code of Professional Conduct stipulates an auditor's independence would be impaired if the auditor indemnifies a client for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client's acts (ET Section 1.228.020). We believe the indemnification provision, which appears to include the auditor's indemnification of client for client's acts would result in the impairment of independence of any auditor. Would you like us to include this language in our proposal?
    Response – Yes, please include in proposal.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

22. **Question -** With the Library being audited as a separate component in accordance with GASB Statement No. 61, would the City prefer a separate fee be itemized in our proposal for these services?
Response – No, historically the Library Fund has been reported as a fund of the City (special revenue) instead of a component unit, as its board is appointed by the Mayor, with Council consent.

H. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

I. SIGNATURE AND DATE

Authorized Signature

12/17/2021
Date

UNITED CITY OF YORKVILLE, ILLINOIS

Audit Journal Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
1	01-000-13-00-1380	GRANT RECEIVABLE	18,060	
	01-000-41-00-4170	STATE GRANTS		18,060
	CLIENT PROPOSED: Entry to record receivable at year end for ILETSB Reimbursement for Police Training			
2	01-000-13-00-1339	A/R - VIDEO GAMING TAX	19,887	
	01-000-40-00-4055	VIDEO GAMING TAX		19,887
	Entry to adjust FY2021 Video Gaming Accrual to actual at year-end			
3	51-000-18-00-1880	ASSET RETIREMENT OBLIGATIONS		6,296,555
	51-000-27-00-2780	ASSET RETIREMENT OBLIGATIONS	6,379,000	
	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		82,445
	CLIENT PROPOSED: Entry to adjust GASB 83 items to adjust for current cost focus			
4	52-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	15,717	
	52-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		14,389
	52-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		6,468
	52-520-67-00-6X2021	PENSION EXPENSE - OPEB	5,140	
	51-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	26,101	
	51-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		34,934
	51-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		10,388
	51-510-67-00-6X2021	PENSION EXPENSE - OPEB	19,221	
	POST-DRAFT: Entry to record OPEB Activity for Water and Sewer Funds			
		TOTAL	**6,483,126**	**6,483,126**
				-

ALL AJEs RECORDED AS NOTED ABOVE. NO PASSED AJEs FROM THE AUDIT.

UNITED CITY OF YORKVILLE, ILLINOIS

L&A Only Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
RW 1	01-000-41-00-4160	FEDERAL GRANTS	784,715	
	01-000-41-00-4X2021	FEDERAL GRANTS - CARES		784,715
	L&A ONLY: Entry to reclassify grants for testing purposes			
RW 2	25-225-92-00-8000	PRINCIPAL PAYMENT	54	
	25-225-92-00-8050	INTEREST PAYMENT		54
	L&A ONLY: Entry to split principal and interest expenses for testing purposes			
RW 3	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		119,599
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83	119,599	
	L&A ONLY: Entry to split amortization expense on bonds and GASB 83 for testing purposes			
RW 4	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT	82,445	
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83		82,445
	L&A ONLY: Entry to readjust amortization expense on GASB 83 for testing purposes			
		TOTAL	**986,813**	**986,813**

December 17, 2021

SERVICE PROPOSAL
Auditing Services

PREPARED FOR:

THE UNITED CITY OF YORKVILLE

SUBMITTED BY:

Sikich LLP
Brian D. LeFevre, CPA, MBA
Partner

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
630.566.8505
brian.lefevre@sikich.com

TABLE OF CONTENTS

Transmittal Letter 3
Executive Summary 4
Technical Proposal 5
Statement of Independence 5
License to Practice in Illinois 5
Partner, Supervisory and Staff Qualifications and Experience 5
Similar Engagements with Other Government Entities 7
Specific Audit Approach 8
Why the United City of Yorkville Should Select Sikich 10
Access 10
Experience 11
Initiative 12
Scope of Services for the United City of Yorkville 13
Additional Resources and Services 17
Fee Proposal 18
Proposal Cost Summary 18
Exhibits 19
Contractor Certifications 19
References 19
Fee Proposal 19
Addendum #1 19
Engagement Team Biographies 19
Sikich Resources 19
State & Local Government Services 19
Firm Profile 19
Peer Review 19

TRANSMITTAL LETTER

December 17, 2021

The Honorable Mayor
Members of the City Council
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Ladies and Gentlemen,

Sikich is pleased to be considered for the appointment as independent auditors for the United City of Yorkville. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the United City of Yorkville. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the United City of Yorkville.

Sincerely,

Brian D. LeFevre, CPA, MBA
Partner

Nick Bava, CPA, MAS
Senior Manager

EXECUTIVE SUMMARY

We know what's challenging to the United City of Yorkville. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the United City of Yorkville.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the City finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the City thinking about an audit firm. We understand that the City requires a year-round partner, who will assist the City in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the United City of Yorkville.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY UNITED CITY OF YORKVLLE SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the City's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the City's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE UNITED CITY OF YORKVLLE

The scope of our work for the City is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the City, which is why we commit to delivering the results the City requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to call the United City of Yorkvlle our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the United City of Yorkvlle and in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the United City of Yorkvlle, and is independent with respect to any non-attest services provided to the United City of Yorkvlle, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the City's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The United City of Yorkvlle will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the City engagement, we will seek the prior written approval of the City.

The United City of Yorkvlle's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 19 to read biographies of the City's engagement team.

BRIAN D. LEFEVRE, CPA, MBA

ENGAGEMENT PARTNER

As engagement partner, Brian will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the City's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Brian will be present at the City's offices during both our preliminary and final fieldwork.

ANTHONY M. CERVINI, CPA, CFRE

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

JAMES R. SAVIO, CPA, MAS

QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and the City's annual comprehensive financial report.

NICK BAVA, CPA, MAS

SENIOR AUDIT MANAGER

As the senior audit manager, Nick will be the City's secondary contact for anything related to the successful audit of your organization. Nick will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the United City of Yorkvlle the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Following is a list of significant engagements performed last year that are similar to the engagement proposed for the United City of Yorkville.

See Reference Table in the Exhibits Section

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the United City of Yorkvlle, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the United City of Yorkvlle's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the United City of Yorkvlle's governmental activities, business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information that collectively comprise the City's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the United City of Yorkvlle provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the United City of Yorkvlle
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The United City of Yorkvlle can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE UNITED CITY OF YORKVLLE SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the United City of Yorkvlle can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The United City of Yorkvlle will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the City's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the United City of Yorkvlle with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the City the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR A SMOOTH TRANSITION

Your transition to Sikich will be a non-disruptive one. Brian and Nick have directed the transition of many new clients and will bring this experience to the City's engagement team. Your engagement team will have continuous, hands-on involvement in what we consider an important relationship with the City. We have many ways of achieving this transitions such as:

- Developing an agreed-upon timetable for deliverables and follow up regularly on their progress
- Utilizing concise audit programs, eliminating unnecessary audit steps and preparing audit schedules and workpapers
- Using existing client materials to the greatest extent possible, such as internal control memos and client assistance letters

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the City, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the City.

INITIATIVE FOR YOUR SATISFACTION

The United City of Yorkvlle's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the United City of Yorkvlle?

SCOPE OF SERVICES FOR THE UNITED CITY OF YORKVLLE

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the United City of Yorkvlle as specified in the RFP:

- Audit of basic financial statements and discretely presented component unit (Yorkville Public Library) of the United City of Yorkville for the fiscal year ending April 30, 2022.
- Preparation of twenty (20) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the City);
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the management letter for the City, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of one (1) bound copy and an electronic copy (.pdf) of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller;
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the City Council in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with City Officials to present the completed audit and related materials.

CLIENT SERVICE TIMELINE

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
I. Preliminary Planning During this phase of the audit, we would meet with representatives of the City to discuss the approach we would take during the audit, focusing on areas of particular concern to the City as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement partner and engagement manager, if necessary.								
II. Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of the City's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the City's financial position as a whole. In addition, we would review all minutes from the meetings of the City Council, the Pension Board, and the Library Board; review all ordinances adopted during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the City; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the City will prepare; review all proposed client assisted work papers and the timing of preparation by the City; develop our audit programs for the next phase of the audit and review and document any changes to the City's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement partner, engagement manager and one professional staff.								
III. Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the City's financial statements with a rough draft of the financial statements provided to the City at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the City to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.								

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
IV. Workpaper Review and Report Production During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the City's staff after fieldwork has been completed.	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
V. Drafts to the United City of Yorkville We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the City within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the City no later than three business days after receiving all proposed changes.	This phase would be completed by the engagement partner. Draft by September 15.								
VI. Completion of the Audit Upon approval of the drafts by the City, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the City including the City President, the City Council and management for formal presentations of the reports.	This phase would be completed by the engagement partner.Final by October 15.								
VII. Support to the United City of Yorkville Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the City. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the City to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the City.	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the United City of Yorkvlle to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual comprehensive financial report. These completion dates are well within the deadlines established by the United City of Yorkvlle. We have a proven track record of meeting and exceeding deadlines established by our clients.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Director of Finance. The timing of this discussion will provide the United City of Yorkvlle with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the City Administrator or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the United City of Yorkvlle. The billings for the audit would not exceed this fee unless the City specifically requests that the scope of the engagement be expanded and the City and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

On page 5 of the request for proposal, regarding the indemnification paragraph, the AICPA Code of Professional Conduct stipulates an auditor's independence would be impaired if the auditor indemnifies a client for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client's acts (ET Section 1.228.020). We believe the indemnification provision, which appears to include the auditor's indemnification of client for client's acts would result in the impairment of independence of any auditor.

Our review of the April 30, 2021 annual comprehensive financial report identified the Yorkville Public Library being reported as a special revenue fund. While the City appropriately included the Library within their reporting entity, our recommendation would be to reclassify the Library from a special revenue fund to a discretely presented component unit in accordance with GASB Statement No. 61. Additional resources and guidance, specific to this conclusion can be found on the Illinois Government Finance Officers Technical Accounting Review Committee website:

https://www.igfoa.org/content/documents/igfoatarcgasb61whitepaperfinal.pdf

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

NOT-FOR-PROFIT SERVICES

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY

See Fee Proposal in the Exhbitis Section

These fees assume that the United City of Yorkvlle will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

CONTRACTOR CERTIFICATIONS

REFERENCES

FEE PROPOSAL

ADDENDUM #1

ENGAGEMENT TEAM BIOGRAPHIES

- Brian D. LeFevre, CPA, MBA
- Anthony M. Cervini, CPA, CFE
- James R. Savio, CPA, MAS
- Nick Bava, CPA, MAS

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

CONTRACTOR CERTIFICATIONS

1. Insurance.

The undersigned certifies that it has all insurance coverages required by law or would normally be expected for the work to be performed and a copy shall be filed with the City upon request by the City for approval by the City.

2. The undersigned;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 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 City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)

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

3. All work under this contract shall be executed in accordance with all applicable federal, state, and City laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

Dated: December 17, 2021 Contractor: Sikich LLP

By: Brian D. LeFevre

Title: Partner

REFERENCES

ORGANIZATION City of Batavia

ADDRESS 100 N. Island Avenue

CITY, STATE, ZIP Batavia, Illinois 60510

PHONE NUMBER 630.454.2030

CONTACT PERSON Ms. Peggy Colby

DATE OF PROJECT 2012 - present

ORGANIZATION City of St. Charles

ADDRESS 2 E. Main Street

CITY, STATE, ZIP St. Charles, Illinois 60174

PHONE NUMBER 630.377.4914

CONTACT PERSON Ms. Colleen Lavery

DATE OF PROJECT 2006 - present

ORGANIZATION Village of Oswego

ADDRESS 100 Parkers Mills

CITY, STATE, ZIP Oswego, Illinois 60506

PHONE NUMBER 630.551.2325

CONTACT PERSON Mr. Mark Horton

DATE OF PROJECT 2006 - present

Proposer's Name & Title: Brian D. LeFevre, Partner

Signature and Date: December 17, 2021

FEE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF APRIL 30TH FOR THE FISCAL YEARS LISTED BELOW:

United City of Yorkville audit:

2022	2023	2024	2025	2026
$ 26,300	$ 27,090	$ 27,900	$ 28,740	$ 29,605

Police Pension audit:

2022	2023	2024	2025	2026
$ 4,500	$ 4,635	$ 4,775	$ 4,920	$ 5,070

TIF Compliance reports:

2022	2023	2024	2025	2026
$ 3,200	$ 3,300	$ 3,400	$ 3,505	$ 3,610

Single Audit (if required):

2022	2023	2024	2025	2026
$ 4,200	$ 4,330	$ 4,460	$ 4,595	$ 4,735

SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES,
Quoted Hourly Rates for the Fiscal Years listed below:

	2022	2023	2024	2025	2026
Partner	$ 332	$ 342	$ 352	$ 363	$ 374
Manager	$ 255	$ 263	$ 271	$ 279	$ 287
Supervisor	$ 157	$ 162	$ 167	$ 172	$ 177
Staff	$ 143	$ 147	$ 152	$ 156	$ 161
Clerical	$ 55	$ 57	$ 58	$ 60	$ 62

Firm Name: Sikich LLP

Address: 1415 W. Diehl Road, Suite 400

Naperville, IL 60563

Signature: _____ Date: December 17, 2021

Printed Name: Brian D. LeFevre

Title: Partner

Phone Number: 630.566.8505

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

A. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

B. ATTACHMENTS TO THIS ADDENDUM:
   1. United City of Yorkville – Audit Journal Entries

C. CHANGES:

D. ADDITIONS:

E. DELETIONS:

F. SCHEDULE:

G. CLARIFICATIONS:

1. **Question -** The RFP includes a Single Audit as part of scope. Did the City require a Single Audit for 4/30/21 due to CRF (or other) funding? If not, when was the last time a Single Audit was required?
   Response - Yes

2. **Question -** Have there been any significant changes in personnel or other changes in internal control or operations since the last audit?
   Response - No

3. **Question -** Approximately how many bank and investment accounts are there?
   Response - 10 bank accounts and 5 investment accounts.

4. **Question -** The 2021 report includes a subsequent event note on a new bond issue. Are any significant, additional debt issuances currently planned?
   Response - We are currently in the process of refunding the 2011 Ref Bonds in the Sewer Fund and issuing $1M in new money for a total of $5.155M. The final bond ordinance is slated to be approved by Council on December 14, 2021 with the closing to occur in early January 2022.

5. **Question -** Does the City maintain all capital asset records, or is auditor assistance needed?

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

Response - Yes, the City maintains all capital asset records.

6. **Question -** The RFP references three TIFs. Based on a review of the Comptroller website, it was not clear if the Downtown TIF II fund has yet to reach the revenue level to trigger an audit requirement. Has it exceeded the $100,000 cumulative revenue mark yet?
   Response - The Downtown TIF II Fund will exceed the $100,000 cumulative revenue mark by the end of the current fiscal year (FY 2022).

7. **Question -** What were the fees for the 2021 audit for each of the components requested in the RFP fee schedule?
   Response - UCOY Audit - $32,200
   Police Pension Audit - $2,800
   TIF Compliance Reports - $560
   Single Audit (if required) - $3,700

   Question - Were there any unusual or one-time elements of the 2021 fee that will not be expected to impact 2022 and beyond?
   Response - No.

8. **Question-** Please also clarify that no auditor assistance is needed with preparing the MD&A or statistical sections (beyond the statistical schedules that flow directly from the financial statements).
   Response - Historically our auditors have updated the net position, changes in net position, fund balance/change of fund balance in gov funds and pledged revenue sections of the stats section, since it flows directly from the financials. The City updates the rest, including the MD&A.

9. **Question -** Has the City begun assessing the impact of the new lease standard (GASB 87)?
   Response - Yes, on a preliminary basis.

10. **Question -** How many leases (both lessee and lessor) does the City have?
    Response - Two, pertaining to copier and managed print services.

11. **Question -** Have there been any disagreements or difficulties with recent audits?
    Response - No.

12. **Question -** Will the current audit firm be allowed to bid again or is rotation being required at this time?
    Response - The current audit firm can bid again.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

13. **Question -** Are there any aspects of the relationship with your current auditors that you would like to see improved?
    Response - No.

14. **Question -** Is the previous auditor bidding on the engagement or is this a mandatory rotation
    Response - Please see answer for # 12.

15. **Question -** How long were the auditors present at the City for preliminary and final fieldwork?
    Response - Day or two for preliminary, one to two weeks for final fieldwork.

16. **Question -** How many auditors are usually in the field?
    Response - 1 to 2 for preliminary, 2 to 3 for final fieldwork.

17. **Question -** Does the City anticipate expending greater than $750,000 in Federal funds during the period covered by the request for proposal?
    Response -Yes, Due to the receipt of ARPA funds.

18. **Question -** Does the audit firm maintain any information for the City? (i.e. capital assets, long term debt)?
    Response - No.

19. **Question -** How many journal entries were proposed by the auditing firm for the FY2021 audit? Would the City be willing to provide the journal entry listing?
    Response - Four, please find the journal entries attached.

20. **Question -** Does the Village prepare all accrual entries for the audit?
    Response - Yes.

21. **Question -** What were the fees for the FY2021 audit?
    Response - Please see answer from # 7.

22. **Question -** On page 5 of the request for proposal, regarding the indemnification paragraph, the AICPA Code of Professional Conduct stipulates an auditor's independence would be impaired if the auditor indemnifies a client for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client's acts (ET Section 1.228.020). We believe the indemnification provision, which appears to include the auditor's indemnification of client for client's acts would result in the impairment of independence of any auditor. Would you like us to include this language in our proposal?
    Response – Yes, please include in proposal.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

22. **Question -** With the Library being audited as a separate component in accordance with GASB Statement No. 61, would the City prefer a separate fee be itemized in our proposal for these services?
Response – No, historically the Library Fund has been reported as a fund of the City (special revenue) instead of a component unit, as its board is appointed by the Mayor, with Council consent.

H. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

I. SIGNATURE AND DATE

December 17, 2021

Authorized Signature Date

UNITED CITY OF YORKVILLE, ILLINOIS

Audit Journal Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
1	01-000-13-00-1380	GRANT RECEIVABLE	18,060	
	01-000-41-00-4170	STATE GRANTS		18,060
	CLIENT PROPOSED: Entry to record receivable at year end for ILETSB Reimbursement for Police Training			
2	01-000-13-00-1339	A/R - VIDEO GAMING TAX	19,887	
	01-000-40-00-4055	VIDEO GAMING TAX		19,887
	Entry to adjust FY2021 Video Gaming Accrual to actual at year-end			
3	51-000-18-00-1880	ASSET RETIREMENT OBLIGATIONS		6,296,555
	51-000-27-00-2780	ASSET RETIREMENT OBLIGATIONS	6,379,000	
	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		82,445
	CLIENT PROPOSED: Entry to adjust GASB 83 items to adjust for current cost focus			
4	52-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	15,717	
	52-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		14,389
	52-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		6,468
	52-520-67-00-6X2021	PENSION EXPENSE - OPEB	5,140	
	51-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	26,101	
	51-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		34,934
	51-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		10,388
	51-510-67-00-6X2021	PENSION EXPENSE - OPEB	19,221	
	POST-DRAFT: Entry to record OPEB Activity for Water and Sewer Funds			
		TOTAL	**6,483,126**	**6,483,126**
				-

ALL AJEs RECORDED AS NOTED ABOVE. NO PASSED AJEs FROM THE AUDIT.

UNITED CITY OF YORKVILLE, ILLINOIS

L&A Only Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
RW 1	01-000-41-00-4160	FEDERAL GRANTS	784,715	
	01-000-41-00-4X2021	FEDERAL GRANTS - CARES		784,715
	L&A ONLY: Entry to reclassify grants for testing purposes			
RW 2	25-225-92-00-8000	PRINCIPAL PAYMENT	54	
	25-225-92-00-8050	INTEREST PAYMENT		54
	L&A ONLY: Entry to split principal and interest expenses for testing purposes			
RW 3	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		119,599
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83	119,599	
	L&A ONLY: Entry to split amortization expense on bonds and GASB 83 for testing purposes			
RW 4	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT	82,445	
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83		82,445
	L&A ONLY: Entry to readjust amortization expense on GASB 83 for testing purposes			
		TOTAL	**986,813**	**986,813**

BRIAN D. LEFEVRE

CPA, MBA

Partner

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University

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CPA, CFE

Partner-in-Charge, Government Services

Anthony M. Cervini, CPA, CFE, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management and internal control courses internally and for the Illinois Government Finance Officers Association (IGFOA), Wisconsin Government Finance Officers Association (WGFOA) and Illinois CPA Society.

Anthony serves on the GFOA Special Review Committee and the Illinois CPA Society Government Report Review Committee and previously served as a budget reviewer for the Government Finance Officers Association Distinguished Budget Presentation Award.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee GAAP Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University

LOCATION:

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Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
  Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
  Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
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NICK BAVA

CPA, MAS

Senior Audit Manager

Nick Bava, CPA, MAS, is a senior audit manager at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

AFFILIATIONS

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
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GOVERNMENT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
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- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM **LEADER**

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WHY SELECT **SIKICH?**

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.

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GOVERNMENT SERVICES

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ABOUT **SIKICH**

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

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FIRM PROFILE

SIKICH®

ORGANIZATION

Sikich LLP, a leading professional services firm specializing in accounting, technology, investment banking* and advisory services**, has 1,000+ professionals throughout the country. Founded in 1982, Sikich now ranks within the country's top 30 largest Certified Public Accounting firms and is among the top one percent of all enterprise resource planning solution partners in the world. From corporations and not-for-profits to state and local governments, Sikich clients can use a broad spectrum of services and products that help them reach long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

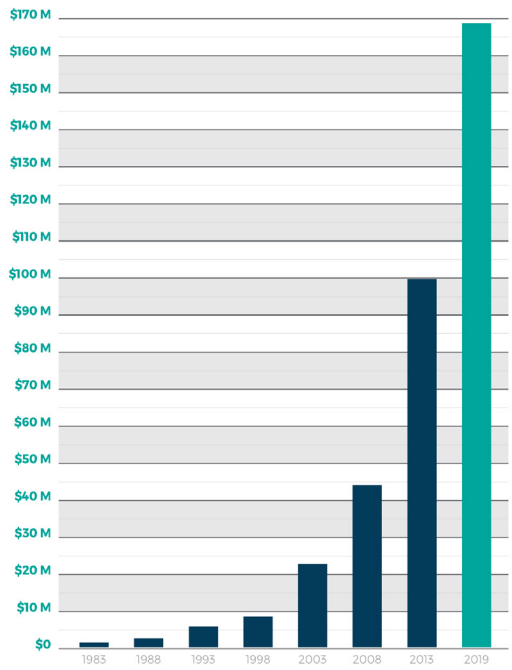
AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

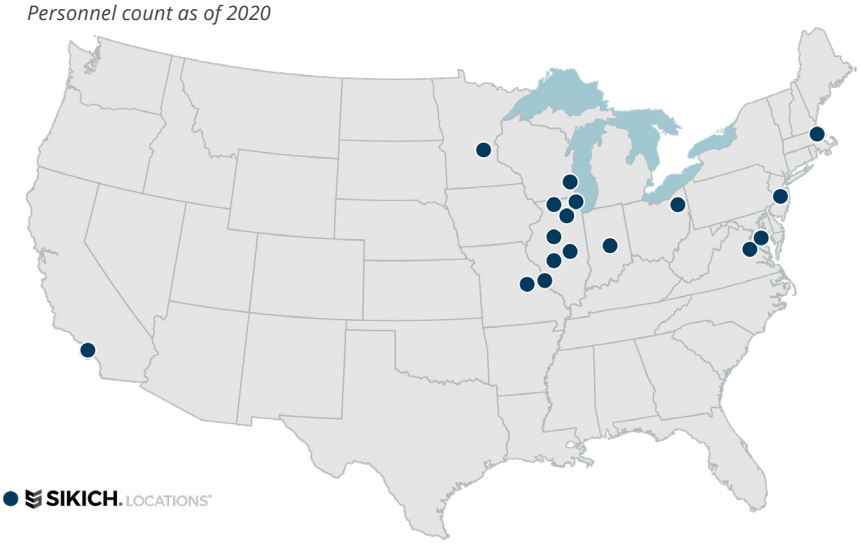
STATISTICS

2020 Revenue $184.2M
Total Partners ..... 100+
Total Personnel ..... 1,000+

Personnel count as of 2020

SIKICH TOTAL REVENUE





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CERTIFICATIONS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center. We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

AWARDS

2018-2021

- 2021, 2020 Great Place to Work®
- 2020, 2019 Oracle® NetSuite 5 Star Award
- 2019/2020, 2018/2019 Inner Circle for Microsoft Dynamics
- *Accounting Today* Top 100 Firms - ranked top 30 nationally
- *Accounting Today* Top 100 Value Added Reseller Stars (VARs) - ranked top 10
- Best Places to Work in Illinois
- Best Places to Work in Indiana
- Milwaukee's Best and Brightest Companies to Work For®
- Chicago's Best and Brightest Companies to Work For®
- Boston's Best and Brightest Companies to Work For®
- Bob Scott's Top 100 VARs

2017

- Bob Scott's Top 100 VARs
- *Accounting Today* Top 100 VARs
- Vault Accounting Top Ranked
- When Work Works Award
- WorldatWork Work-Life Seal of Distinction
- Microsoft Dynamics Inner Circle and President's Club
- Best Places to Work in Illinois
- Milwaukee's 101 Best and Brightest Companies to Work For®
- Best Places to Work in Indiana
- Chicago's 101 Best and Brightest Companies to Work For®
- *Milwaukee Journal Sentinel* Top Workplaces in Milwaukee
- *Chicago Tribune's* Top Workplaces
- *Crain's List* Chicago's Largest Privately Held Companies
- Boston's 101 Best and Brightest Companies to Work For®
- National Best and Brightest in Wellness
- National Best and Brightest Companies to Work For

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2019/2020 INNERCIRCLE for Microsoft Business Applications

SIKICH IS PROUD TO BE PART OF:

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PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.

PrimeGlobal

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ANDERS
CPAs + ADVISORS

Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illlinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

Anders Minkler Huber & Helm LLP

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

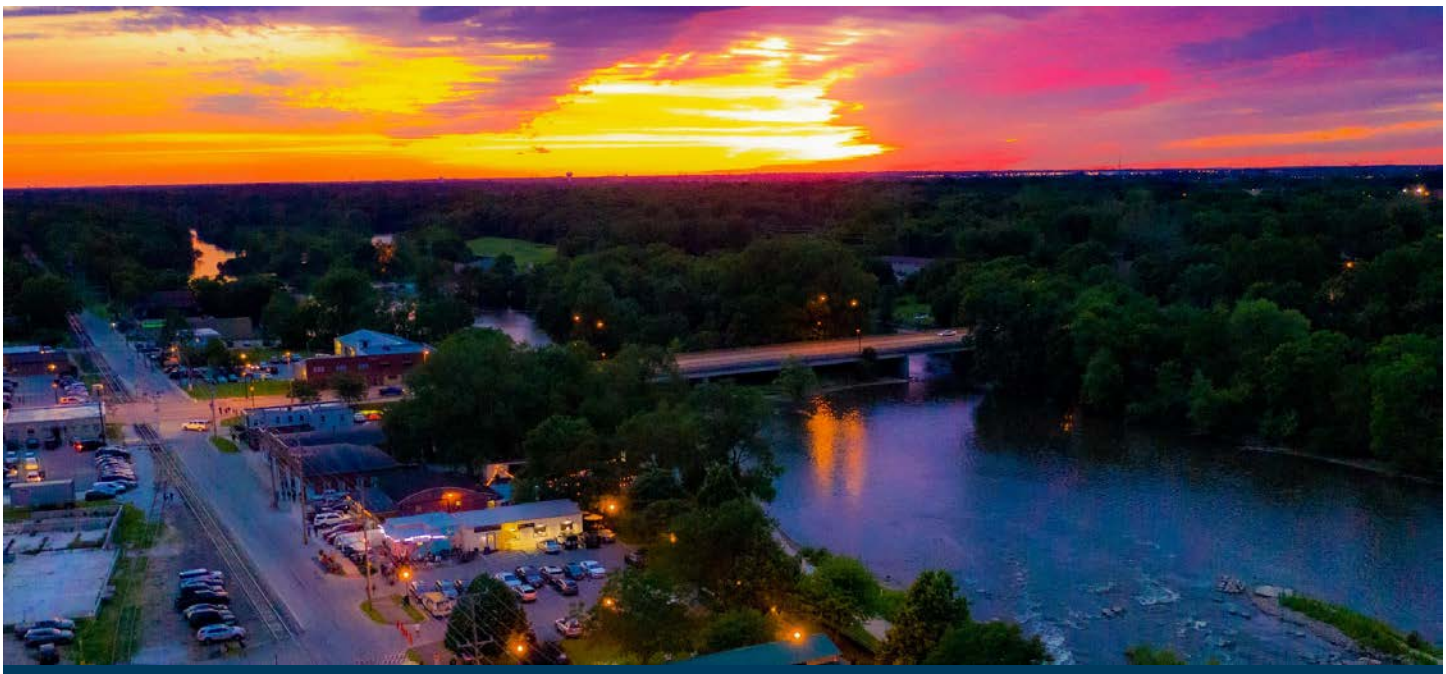
Selden Fox

Accounting for your future

Proposal to Provide Professional Auditing Services to:

UNITED CITY OF YORKVILLE, ILLINOIS

FOR THE YEARS ENDING APRIL 30, 2022, 2023, AND 2024



DECEMBER 10, 2021

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Selden Fox

Accounting for your future

TABLE OF CONTENTS

TRANSMITTAL LETTER	1
FIRM PROFILE	2
FIRM QUALIFICATIONS & EXPERIENCE	4
PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS & EXPERIENCE	7
SPECIFIC AUDIT APPROAH	9
REFERENCES	14
REQUESTED SERVICES	15
FEE TERMS	16
APPENDIX	17
CONTRACTOR CERTIFICATIONS	17
REFERENCES	18
FEE PROPOSAL	19
ADDENDUM	Attached

This proposal for professional services contains proprietary information of Selden Fox, Ltd. The nature and extent of our services may be described in more detail in an engagement letter issued after your approval of this proposal. Our proposal is subject to the completion of our customary evaluation of prospective clients called for by professional standards.

Selden Fox
Accounting for your future

619 Enterprise Drive | Oak Brook, Illinois 60523 | www.seldenfox.com
p 630.954.1400 | f 630.954.1327 | email@seldenfox.com

December 10, 2021

United City of Yorkville
Attn: Shanel Gayle, Purchasing Manager
800 Game Farm Road
Yorkville, Illinois 60560

Dear Ms. Gayle:

We are pleased to submit our response to the request for proposal for professional auditing services for the **United City of Yorkville** (City) for the years ending April 30, 2022, 2023, and 2024. Based on the details of your audit needs, we are confident that given the opportunity to serve the City, we will meet and surpass your expectations as they relate to work product quality, scheduling, and your overall client service experience. We say this with confidence, because our firm brings experience, expertise, and personal service to each of our clients.

One factor that greatly impacts the quality of your relationship with an accounting firm is service, and it is something we at Selden Fox take quite seriously. Utilizing a structure that is unusual in the accounting profession, Selden Fox provides the close, personalized service that is associated with a firm much smaller than ours. In addition, this structure ensures that our highest-level professionals are continuously available to serve clients like you.

This unique combination of such high-quality work and individualized service is one of the key characteristics that differentiate our firm from many others. It is indeed a true reflection of the pride we take in giving clients our very best.

I would like to convey to you our sincerest desire to serve the United City of Yorkville and our gratitude for this opportunity. If selected to handle your audit, I would be personally committed to provide you superior client service.

I look forward to your response to our proposal.

Very truly yours,

SELDEN FOX, LTD.

Edward G. Tracy

Edward G, Tracy, CPA
Executive Vice President

EGT

A member of mgiworldwide

Firm Profile

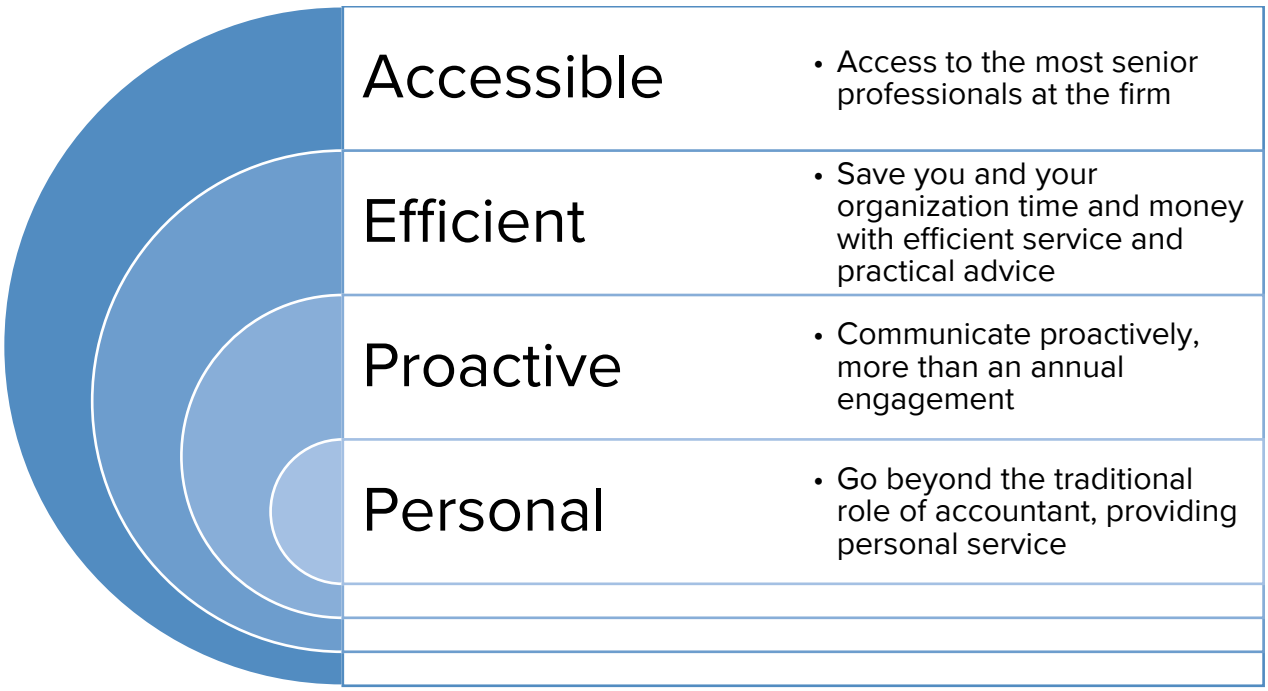
Selden Fox was founded in 1978 when five partners at a national accounting firm knew their clients needed more. The vision of the firm at that time was based on the philosophy that clients deserve quality work for which national firms are known and the close, personalized service of small firms. This philosophy continues to ring true today, and we are humbled by the growth we have experienced over the years.

Independence

Selden Fox, as a firm and individually among its various shareholders and officers, is independent of the United City of Yorkville, as defined by generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards*. To our knowledge, there have been no professional relationships with Selden Fox or its members and the City or any of its agencies, its elected officials, and employees for at least the last five years.

Selden Fox Client Experience

Since its inception, Selden Fox has provided audit, accounting, tax, and consulting services to all types of government entities. Specifically, we serve many municipalities, park districts, and libraries. Having worked with so many government entities, we are sensitive to your unique concerns and know we must be flexible when working with you. As a result of our extensive government experience, the value of the client experience you will be provided when working with Selden Fox includes the following components.



Firm Profile (continued)

What Our Clients Say....

Based on a recent client survey, Selden Fox clients had the following testimonials to share regarding their experience working with Selden Fox.

"Selden Fox is very thorough with the audit. They are very diligent. They are very helpful. They go above and beyond what is expected of them." – ***Business Manager, Government Entity***

"When working on our audit Selden Fox was clearly knowledgeable, professional and thorough. They answered questions we had during the process and were very clear about an area that needed addressing. Additionally, they shared great information with our Board of Trustees when the audit was complete and answered any questions they had. Having worked with Selden Fox for several years now after working with another company that was less efficient and professional, I appreciate Selden Fox's approach and hope to continue working with them for many years to come." – **Director, Government Entity**

"Our organization has been a client of Selden Fox for many years. We are very satisfied with the quality of the firm's work and especially with the responsiveness of the firm's personnel. The firm has assisted us with issues that go beyond the financial statements. It has been a very worthwhile professional relationship." – **Director of Administration and Operations, Nonprofit Organization**

"Selden Fox is very professional and thorough in their work and services. The staff was very easy to work with and very helpful." – ***President, Private School***

"The employees at Selden Fox, from top down, are all very personable and easily reachable. They have been very informative in a variety of situations. All of the workers we have dealt with are also very sensitive to our specific timing review dates and when reports are needed." – ***Executive Director, Nonprofit Organization***

"Selden Fox has provided financial audit and tax services for us for about 15 years. The people, services and knowledge has been outstanding, but what I value most of all is the always present willingness to find ways to help solve complex domestic or international challenges, whether they be corporate structure related, tax related or financial issues. Selden Fox's focus has always been on finding the best, most efficient and cost-effective solution." – **CFO, Technology Company**

Firm Qualifications & Experience

Today, the firm has nearly 70 employees, including 60 professional staff – 33 of whom are CPAs, all working out of our Oak Brook office. Opting not to engage any publicly held entities, we focus on servicing governmental entities, nonprofit organizations, and privately held businesses. Our offerings include audit and assurance, tax, accounting solutions, and general consulting services.

Government Experience

We perform audits of financial statements for numerous municipalities, other local governments, and state and federal government grant programs. In fact, over the last 40 years, Selden Fox has conducted more than 600 governmental audits and served more than 80 different governmental entities, many of which have obtained and hold the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. Currently, we serve more than 40 different governmental agencies. This experience makes us uniquely qualified to meet your auditing needs.

Because we have been and continue to be committed to the governmental sector, Selden Fox has cultivated a sizable and highly qualified governmental audit staff. All the firm's governmental audit staff have fulfilled the training requirements necessary to meet governmental audit standards and standards for the Single Audit Act. In addition, the staff completes our firm's in-house governmental training program annually.

Selden Fox officers have served on the Illinois CPA Society's Governmental Report Review Task Force, act as reviewers for the Government Finance Officers Association Certificate of Achievement program and are members of the Government Finance Officers Association and the Illinois Government Finance Officers Association. We are also a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, a demonstration of our commitment to quality in the performance of governmental audits. As a member, we have access to resources on the latest developments in accounting, auditing, and the various rules and regulations that affect governmental audits. As such, we are at the forefront of any new accounting and reporting issues affecting local governments. We feel that part of our responsibility as auditors is to make sure our clients are aware of these issues and how they may affect them. We accomplish this in several ways, not only through our management letter issued with each audit, but also via a bi-weekly electronic newsletter highlighting topics of interest for local governments and privately held businesses, as well as regular correspondence with our clients.

Firm Qualifications & Experience (continued)

Peer Review

As part of our continuing membership in the American Institute of Certified Public Accountants (AICPA), as well as the AICPA's Center for Audit Quality (CAQ), Governmental Audit Quality Center (GACQ), and Employee Benefit Plan Audit Quality Center (EBPAQC), we are required to undergo a peer review every third year. Peer reviews involve a rigorous study by an independent accounting firm of a member firm's quality control. Areas examined include leadership responsibility within the firm, relevant ethical requirements, acceptance and continuance of clients and specific engagements, human resources, engagement performance, and monitoring.

Having completed our fourteenth peer review conducted through the National Peer Review Committee of the AICPA, **we are proud to report that we received the highest ranking possible – an opinion that we meet all of the quality control and professional standards established by the AICPA.** It is a true testament to the quality of work we consistently deliver to our clients. This is a rare accomplishment, even among national firms. A copy of our most recent peer review report is provided on the next page. Our Peer Review included a review of governmental engagements.

Firm Qualifications & Experience (continued)

Peer Review (continued)

Briscoe, Burke & Grigsby LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

December 11, 2020

To the Shareholders of Selden Fox, Ltd.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Selden Fox, Ltd. (the firm) applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, which was a compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Selden Fox, Ltd. applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Selden Fox, Ltd. has received a peer review rating of *pass*.

Briscoe, Burke & Grigsby LLP

Certified Public Accountants

Members American Institute of Certified Public Accountants
4120 East 51st Street Suite 100 Tulsa, Oklahoma 74135-3633 (918) 749-8337

Partner, Supervisory and Staff Qualifications & Experience

Perhaps more than anything else, the success and personalization of an engagement is dependent upon the experience, capabilities, and dedication of the engagement team members.

In addition to having a long history of serving governmental entities and a highly qualified governmental audit staff, we have yet another advantage when it comes to providing you with the right engagement team, a high retention rate among our professionals. On our governmental audit staff, our six officers and managers have been with Selden Fox an average of more than 16 years.

Thus, when we talk about our experience, we're not just talking about some of our professionals. We are talking about a core group of professionals at the top of the firm. Likewise, when we assign individuals to your engagement, we can select those individuals with the experience, capabilities, and personal styles that best match your needs. If selected by the City our engagement team will consist of a shareholder—Edward Tracy, who will serve as the project manager in the first year; a quality control officer; a senior auditor; and two associate auditors.

Edward G. Tracy, CPA | Executive Vice President and Shareholder

Ed joined the audit department of Selden Fox in 1988. Now a shareholder, Ed heads the firm's governmental audit practice. Committed to serving the governmental sector throughout his career, Ed has designated government entities as a long-term area of personal specialization, working with municipalities, park districts, townships, and special districts. He has personally supervised the following government engagements (audits unless otherwise indicated) in the last three years:

- Bartlett Park District
- Berkeley Park District (compilation)
- Bloomingdale Park District
- Blue Island Public Library
- Brookfield, Village of
- Calumet Park, Village of
- Cary, Village of
- Forest View, Village of
- Hanover Park Park District
- Joliet Park District
- Kenilworth Park District
- Lemont Township
- Niles, Village of
- Northbrook Public Library
- River Forest Park District
- Riverside Township
- Roselle Park District
- Vernon Hills, Village of
- Wayne, Village of
- West Dundee, Village of
- Westchester Park District
- Wheatland Township
- Winfield Township

Partner, Supervisory and Staff Qualifications & Experience (continued)

Edward G. Tracy, CPA | Executive Vice President and Shareholder (continued)

The remaining balance of Ed's practice is primarily working with nonprofit organizations. A majority of his practice is audits, although he often provides full service to his clients taking responsibility for tax compliance matters.

Ed received his bachelor's degree in accounting from the University of Illinois. He is a member of the AICPA, the Illinois CPA Society, and the Illinois Government Finance Officers Association. He has served on the Illinois CPA Society's Government Report Review Task Force and is a reviewer in the Government Finance Officers Association Certificate of Achievement Program. Ed has also been an instructor for the Illinois CPA Society's Government Report Review Task Force training and has written articles on auditing government entities for both the Illinois Association of Park Districts and the Township Officials of Illinois member publications.

Outside the office, Ed enjoys spending time with his wife and four children, including triplets. An avid Chicago Cubs and Bulls fan, he enjoys golfing and finds time to coach and participate with his kids in various sports and activities in the community.

Peggy L. Brady, CPA | Senior Vice President

As a member of the Selden Fox Auditing and Assurance group, Peggy performs independent reviews of financial statements, audit reports, and high-risk areas for the firm's clients. She develops and conducts continuing education curriculum for the firm to provide technical guidance and assistance.

Prior to joining Selden Fox in 2012, Peggy worked at a national firm for more than 10 years, most recently serving as a director of audit and accounting. In this position, and through assurance and consulting engagements, she gained managerial experience and technical expertise in a variety of industries.

She completed her undergraduate studies at Augustana College earning a bachelor's degree in accounting and business administration. Peggy went on to study at DePaul University and was awarded a master's degree in business administration.

Peggy is a member of the AICPA and the Illinois CPA Society. She also is an AICPA Not-for-Profit Section member, as well as a member of the Accounting Principles Committee with the Illinois CPA Society.

Outside of work, Peggy enjoys spending time with her husband and two daughters and being involved with their extracurricular activities and school. She is a co-troop leader and volunteer with Girl Scouts of Greater Chicago and Northwest Indiana.

Specific Audit Approach

We have conducted internal and external audits and reviews that literally number in the thousands. Yet, for each one of those, we have personalized our approach to focus on those areas that represent the most significant risks to each client. This approach destroys the myth that one audit is just like the next.

The primary objective in our risk-based audit approach is to gain an understanding of our client, its environment, and its existing controls in order to identify the greatest risk areas from the onset of the audit. This understanding means we can focus on those areas and identify the relevant link between the assessed risks and the nature, timing, and extent of the audit performed. This tailored approach means our clients receive a highly efficient, focused, and simplified audit; save administrative time of its staff; and acquire timely advice and answers.

We also believe in completing all audit work at the client's offices, if possible. This approach allows for effective communication through the end of the audit, as well as greater efficiency in wrapping-up the process. We will conduct a closing meeting at the conclusion of fieldwork to discuss the audit results. The percentage of time to be put in on the audit by level of personnel is typically expected to be as follows:

Partner/Manager	15%
Senior Accountant	35%
Staff Accountants	50%

Audit Procedures

Our audit procedures will be divided into two phases, preliminary fieldwork and on-site fieldwork (substantive procedures). We anticipate performing preliminary procedures in April for two to three days, at a mutually agreeable time but at least three weeks prior to the start of fieldwork. Estimated hours by level of professional personnel for this phase is as follows:

Partner/Manager	4 hours
Senior Accountant	24 hours
Staff Accountant	24 hours

The **Preliminary Fieldwork** phase typically includes:

- Meet with Finance Director and City Manager to discuss our approach to the audit and tasks to be performed by the City's personnel.
- Review minutes of Board meetings to determine and understand recent history and impact on audit.

Specific Audit Approach (continued)

Audit Procedures (continued)

- Provide management with a list of items needed to complete the substantive phase of the audit.
- Obtain permanent file documentation, to the extent available, including but not limited to the following:
    1. Financial and personnel policy manuals, including the City's investment policy.
    2. Current year appropriation ordinance and tax levy ordinance, and the agency tax rate reports received from the county for the two most recent tax years.
    3. Debt agreements outstanding, including schedule of future maturities.
    4. Latest actuarial valuations performed for the Illinois Municipal Retirement Fund (IMRF), Police Pension Plan, Firefighters' Pension Plan, and Other Postemployment Benefit Plan.
    5. Grant agreements awarded or expended during the fiscal year.
    6. All significant outstanding contractual commitments.
- Obtain an understanding of the City's accounting systems and related internal controls and perform a walkthrough of significant types of transactions. We anticipate the key accounting systems will include cash receipts, revenue recognition, purchasing and cash disbursements, utility billing, and payroll.
- Obtain a preliminary schedule of expenditures of federal awards (SEFA) to identify federal program(s) to be tested under Uniform Guidance.
- Test key controls identified within the accounting systems, to determine extent of reliance that may be placed on these controls in designing substantive procedures and to identify areas in which established controls are not being followed or additional controls are needed. These controls will be tested by taking a sample of transactions occurring throughout the year and verifying that expected control procedures have been followed. We make sure to include all significant operational segments within our testing and ensure testing done is in accordance with Uniform Guidance requirements. We will expand our testing should the results from our original sample contain exceptions. We will also examine key reconciliations throughout the year.
- Perform preliminary analytical procedures to identify the major funds, significant account balances, and major functions.
- Conduct interviews with relevant City department heads in compliance with auditing standards related to the consideration of fraud in a financial statement audit. Correspond with Board members, allowing them the opportunity to voice their concerns about potential fraud or irregularities.

Specific Audit Approach (continued)

Audit Procedures (continued)

- Prepare and send confirmations to:
    1. Financial institutions regarding cash balances on hand and debt liabilities owed,
    2. Investment firms regarding the balances in those accounts,
    3. Attorneys to discuss contingent matters, and
    4. Grantor agencies to verify conditions and terms of grant agreements.

After completing our preliminary procedures, we will design our substantive procedures to provide sufficient audit evidence to allow us to render an opinion on the City's financial statements. We anticipate spending approximately two weeks on site for this phase of the audit in early August, at a time that is mutually agreeable with the City. The estimated hours by level of professional personnel for this phase typically is as follows:

Partner/Manager	30 hours
Senior Accountant	90 hours
Staff Accountants	120 hours

The **On-Site Fieldwork** phase typically includes:

- Obtain year-end reconciliations for all cash and investment accounts. Confirm balances with financial institutions and test reconciling items for accuracy and completeness. Reconcile investment income to monthly investment statements.
- Confirm or vouch online various tax receipts with the county and the state of Illinois. Determine amounts received within recognition period subsequent to year end to recompute receivable balances on state tax and intergovernmental revenues. Obtain current year's property tax levy and recompute receivable and deferred inflows balances on April 30.
- Obtain client analysis of prepaid items and vouch cash outlay to supporting documentation. Recompute percentages used to determine prepaid balances on April 30.
- Obtain detail of all capital asset additions and disposals during the year and vouch on a test basis to supporting documentation. Recompute depreciation expense on a test basis. Obtain detail of capital outlay expense to identify potential capital asset additions.
- Review disbursement activity subsequent to year end to identify additional liabilities as of April 30.
- Confirm debt activity with third parties and reconcile current year principal and interest payments to debt agreements.

Specific Audit Approach (continued)

Audit Procedures (continued)

- Obtain census data provided to actuaries for IMRF and police pension plans, and other postemployment benefit plan(s). Verify information on a test basis to supporting payroll and personnel records. Obtain actuarial valuation and review actuarial assumptions for reasonableness. Obtain SOC 1 Type 2 Report from IMRF on the operating effectiveness of IMRF's controls over the allocations of additions and deductions to employer accounts and consider the impact of any findings on the City's financial reporting.
- Review assumptions used in actuarial valuations for reasonableness, taking into consideration historical and expected future performance.
- Reconcile fund balances to the prior year annual comprehensive financial report. Review ending fund balances and identify deficit fund balances for further review and report disclosure. Analyze governmental funds' fund balance restrictions, commitments, and assignments.
- Perform analytical procedures on revenue and expense accounts by comparing actual results to the budget. Discuss significant variances with client and vouch client representations to supporting documentation.
- Reconcile significant tax and intergovernmental revenues to state and county websites, or third-party confirmations as needed.
- Reconcile payroll expense and accruals for payroll and compensated absences to quarterly payroll tax returns and year end payroll registers, respectively.
- Review possible contingent liabilities through confirmation with attorneys, examination of attorneys' invoices, and discussions with staff. Analyze construction contracts in effect to determine commitments at year end.
- Additional procedures will be determined after consideration of the results of our preliminary procedures.

Technology Used

In completing our audits, we utilize the latest in software for public accounting firms – ProSystem fx Engagement and Caseware IDEA (IDEA).

ProSystem fx Engagement is a trial balance database audit program which integrates with Microsoft Excel and Word documents. All work papers are created and prepared electronically and stored within an electronic client folder. The report's financial statements are prepared in Excel, with all balances automatically linked to the trial balance database through integration features, providing additional efficiencies in the audit process.

Specific Audit Approach (continued)

Technology Used (continued)

IDEA is a data mining and extraction tool. In addition to some of the more common audit retrieval tools, IDEA also improves audit efficiency and effectiveness using the following functions:

- Sampling, including planning, selection, and evaluation for systematic, random, stratified random, monetary unit, and attribute sampling plans.
- Field manipulation that allows field to be appended for calculations and recomputations.
- Field statistics which display and print statistics about any numeric or date field in the file.

These systems, along with an online portal that can be used for transferring files, and our secure messaging platform provide us the opportunity to strive to the extent possible for a paperless and secure operation during the audit process.

Proposed Timeline

April: Preliminary Fieldwork & Planning

Preliminary fieldwork will include gaining an understanding of the City's internal control structure, reviewing Board meeting minutes, and preparing confirmations. We would provide the City a list of all schedules to be prepared by the City prior to the audit.

August: Audit Fieldwork

Team to be on-site at the City at mutually agreed upon dates with fieldwork completed no later than August 15.

September: Draft Reports

Electronic copies of draft ACFR, Single Audit (if required), TIF Report, and Board Communication Letter provided to the City no later than Steptember 15.

October: Final Reports

Financial statements and reports delivered by October 15 of each year.

References

Current Government Clients

The following is a list of current government clients. See certifications section for additional references.

Agency	Initial Year of Service	Client Contact	Telephone Number
Municipalities:			
Brookfield*	2020	Doug Cooper	708.485.1166
Calumet Park	2003	Teri Raney	708.926.7402
Cary*	2015	Michael Ducharme	847.639.0003
Forest View	2002	Mark Masciola	708.788.3429
Niles*	2016	Kent Oliven	847.588.8031
Vernon Hills	2021	Anne Fairbairn	847.367.3700
Wayne	2010	Howard Levine	630.584.0259
West Dundee*	2005	David Danielson	847.551.3800
Park Districts:			
Addison*	2009	Dennis Mesching	630.233.7275
Bartlett*	2021	Eric Leninger	630.540.4812
Berkeley	2008	Arthur Schenone	847.895.9588
Bloomingdale*	2020	June Fergus	630.529.9184
Hanover Park	1980	Bob O'Brien	630.837.2468
Kenilworth	2019	Johnathan Kiwala	847.251.1691
Lombard*	2008	Andrea Chiappetta	630.627.1281
Roselle*	2008	Nicole Orlandino	630.894.1048
Westchester	2005	David Brink	708.865.8200
Special Districts:			
Berwyn Public Health District	2005	David Avila	708.788.6600
Berwyn Township	2005	David Avila	708.788.6600
Lemont Township	2001	Michael Shackel	630.257.2522
Northbrook Public Library	2016	Anna Amen	847.272.6229
Riverside Township	2014	Vera Wilt	708.442.4400
Salt Creek Sanitary	2004	Deborah Seaton	630.832.3637
Wheatland Township	2014	Carolyn Rominger	630.717.0092
Winfield Township	2018	Nicole Prater	630.231.3591

* Received GFOA Certificate of Achievement

Requested Services

Annual Audit

We will perform the annual audit of the financial statements of United City of Yorkville in accordance with generally accepted auditing standards and issue an opinion on the financial statements addressed to the City for the years ending April 30, 2022, 2023, and 2024.

Additionally, we will prepare the TIF assurance letter for the City's TIF Districts. We will also provide a separate report in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if required; and an "in-relation-to" opinion on the Consolidated Year-end Financial Report (CYEFR) in accordance with the 30 ILCS 708 Grant Accountability and Transparency Act, if required.

Additional Reports

We will prepare and file the annual supplemental report by the Office of the Comptroller of the State of Illinois.

Management Letter

We will consider the financial records and related internal controls in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements. We will prepare a detailed letter of comment on internal controls and, if applicable, other recommendations for improvement.

Communication to the Board of Commissioners

We will prepare a letter providing additional information regarding the scope and results of the audit as set forth in the auditing standards. Such information will include all audit adjustments and an immediate written report of all irregularities and illegal acts or indications of illegal acts of which we become aware to the Finance Director and City Manager.

Attendance at Board or Audit Committee Meetings

We are available to attend board or committee meetings to discuss audit results and any recommendations for improvement. Additionally, we are available to meet with staff to discuss final adjustments.

Fee Terms

Our fees are based on actual time spent rendering services at standard professional hourly rates, which are related to the level of experience and training of the individuals assigned. Our professional fees (all-inclusive maximum price) for the audit work are outlined in Certifications section (see page 19). Our proposed fee assumes that:

- The accounting records and related documentation will be adequate and up-to-date with accounts properly reconciled.
- Receivables, property, and equipment depreciation schedules and investment activity and allocation to various funds' schedules (i.e., accounting projects) are all current and up-to-date.
- Our audit staff will receive maximum assistance in retrieving documents and in preparing confirmation requests and required schedules.

It should also be noted that occasionally, because of unexpected happenings or unanticipated events, it becomes necessary to charge more than budgeted. In our experience, these are rare events, and such charges are not done without client's concurrence. Our proposed fee will be the City's cost unless otherwise mutually agreed. We issue progress billings, usually monthly, for services rendered and invoices are payable upon presentation.

In addition to the audit, we are available throughout the year to answer questions as they arise, and indeed encourage the City to pose those questions to us. Time spent on such inquiries will not be billed unless it is necessary for us to research the question and/or provide a memo of our findings or recommendations.

Services rendered outside the scope of the audit will be provided at an hourly discounted rate.

Our Investment

As part of our investment in a long-term relationship with you, all review and preparation work related to the transition in accounting firms will be absorbed by our firm. This work entails discussions and review of workpapers with predecessor auditors; preparation of our permanent files, including system and internal control documentation; initial drafting of our audit planning document; and first year costs relating to report preparation. **The value of this initial investment that will not be billed to the City is approximately $5,000.**

CONTRACTOR CERTIFICATIONS

1. Insurance.
The undersigned certifies that it has all insurance coverages required by law or would normally be expected for the work to be performed and a copy shall be filed with the City upon request by the City for approval by the City.

2. The undersigned;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 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 City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)

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

3. All work under this contract shall be executed in accordance with all applicable federal, state, and City laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

Date: December 10, 2021 Contractor: Selden Fox Ltd.

By: Edward G. Tracy, CPA

Title: Executive Vice President

REFERENCES

** Received GFOA Certificate of Achievement*

ORGANIZATION	Village of Cary *
ADDRESS	655 Village Hall Drive
CITY, STATE, ZIP	Cary, IL 60013
PHONE NUMBER	847.639.0003
CONTACT PERSON	Michael Ducharme, Director of Finance
DATE OF PROJECT	We have handled the annual audit for Cary since fiscal year 2016.

ORGANIZATION	Village of Niles*
ADDRESS	1000 Civic Center Drive
CITY, STATE, ZIP	Niles, IL 60714
PHONE NUMBER	847.588.8031
CONTACT PERSON	Kent Oliven, Finance Director
DATE OF PROJECT	We have handled the audit for Niles since fiscal year 2016.

ORGANIZATION	Village of West Dundee*
ADDRESS	102 S. 2nd Street
CITY, STATE, ZIP	West Dundee, IL 60118
PHONE NUMBER	847.639.0003
CONTACT PERSON	David Danielson, Finance Director
DATE OF PROJECT	We have handled the audit for West Dundee since fiscal year 2005.

ORGANIZATION	Village of Forest View
ADDRESS	7000 46th Street
CITY, STATE, ZIP	Forest View, IL 60402
PHONE NUMBER	708.788.3429
CONTACT PERSON	Michael Dropka, Village Administrator
DATE OF PROJECT	We have handled the audit for Forest View since fiscal year 2003.

ORGANIZATION	Village of Brookfield*
ADDRESS	8820 Brookfield Ave.
CITY, STATE, ZIP	Brookfield, IL 60501
PHONE NUMBER	708.563.4800
CONTACT PERSON	Doug Cooper, Finance Director
DATE OF PROJECT	We have handled the audit for Summit since fiscal year 2020.

FEE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF APRIL 30TH FOR THE FISCAL YEARS LISTED BELOW:

United City of Yorkville audit:

2022	2023	2024	2025	2026
$33,500	$34,500	$35,000	$36,000	$36,500

Police Pension audit:

2022	2023	2024	2025	2026
$2,900	$2,900	$2,900	$2,900	$2,900

TIF Compliance reports:

2022	2023	2024	2025	2026
$600	$650	$650	$700	$750

Single Audit (if required)

2022	2023	2024	2025	2026
$4,500	$4,600	$4,700	$4,800	$4,900

SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES,
Quoted Hourly Rates for the Fiscal Years listed below:

	2022	2023	2024	2025	2026
Partner	$330	$335	$335	$340	$340
Manager	$220	$225	$225	$230	$230
Supervisor	$175	$180	$185	$190	$190
Staff	$135	$140	$140	$145	$145
Clerical	$80	$85	$85	$90	$90

Firm Name: Selden Fox, Ltd.

Address: 619 Enterprise Drive, Suite 100
Oak Brook, IL 60523

Signature: Edward G. Tracy Date: 12/10/2021

Printed Name: Edward G. Tracy, CPA

Title: Executive Vice President

Phone Number: 630.954.1400

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

A. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

B. ATTACHMENTS TO THIS ADDENDUM:
   1. United City of Yorkville – Audit Journal Entries

C. CHANGES:

D. ADDITIONS:

E. DELETIONS:

F. SCHEDULE:

G. CLARIFICATIONS:

1. **Question -** The RFP includes a Single Audit as part of scope. Did the City require a Single Audit for 4/30/21 due to CRF (or other) funding? If not, when was the last time a Single Audit was required?
   Response - Yes

2. **Question -** Have there been any significant changes in personnel or other changes in internal control or operations since the last audit?
   Response - No

3. **Question -** Approximately how many bank and investment accounts are there?
   Response - 10 bank accounts and 5 investment accounts.

4. **Question -** The 2021 report includes a subsequent event note on a new bond issue. Are any significant, additional debt issuances currently planned?
   Response - We are currently in the process of refunding the 2011 Ref Bonds in the Sewer Fund and issuing $1M in new money for a total of $5.155M. The final bond ordinance is slated to be approved by Council on December 14, 2021 with the closing to occur in early January 2022.

5. **Question -** Does the City maintain all capital asset records, or is auditor assistance needed?

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

Response - Yes, the City maintains all capital asset records.

6. **Question -** The RFP references three TIFs. Based on a review of the Comptroller website, it was not clear if the Downtown TIF II fund has yet to reach the revenue level to trigger an audit requirement. Has it exceeded the $100,000 cumulative revenue mark yet?
   Response - The Downtown TIF II Fund will exceed the $100,000 cumulative revenue mark by the end of the current fiscal year (FY 2022).

7. **Question -** What were the fees for the 2021 audit for each of the components requested in the RFP fee schedule?
   Response - UCOY Audit - $32,200
   Police Pension Audit - $2,800
   TIF Compliance Reports - $560
   Single Audit (if required) - $3,700

   Question - Were there any unusual or one-time elements of the 2021 fee that will not be expected to impact 2022 and beyond?
   Response - No.

8. **Question-** Please also clarify that no auditor assistance is needed with preparing the MD&A or statistical sections (beyond the statistical schedules that flow directly from the financial statements).
   Response - Historically our auditors have updated the net position, changes in net position, fund balance/change of fund balance in gov funds and pledged revenue sections of the stats section, since it flows directly from the financials. The City updates the rest, including the MD&A.

9. **Question -** Has the City begun assessing the impact of the new lease standard (GASB 87)?
   Response - Yes, on a preliminary basis.

10. **Question -** How many leases (both lessee and lessor) does the City have?
    Response - Two, pertaining to copier and managed print services.

11. **Question -** Have there been any disagreements or difficulties with recent audits?
    Response - No.

12. **Question -** Will the current audit firm be allowed to bid again or is rotation being required at this time?
    Response - The current audit firm can bid again.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

13. **Question -** Are there any aspects of the relationship with your current auditors that you would like to see improved?
    Response - No.

14. **Question -** Is the previous auditor bidding on the engagement or is this a mandatory rotation
    Response - Please see answer for # 12.

15. **Question -** How long were the auditors present at the City for preliminary and final fieldwork?
    Response - Day or two for preliminary, one to two weeks for final fieldwork.

16. **Question -** How many auditors are usually in the field?
    Response - 1 to 2 for preliminary, 2 to 3 for final fieldwork.

17. **Question -** Does the City anticipate expending greater than $750,000 in Federal funds during the period covered by the request for proposal?
    Response -Yes, Due to the receipt of ARPA funds.

18. **Question -** Does the audit firm maintain any information for the City? (i.e. capital assets, long term debt)?
    Response - No.

19. **Question -** How many journal entries were proposed by the auditing firm for the FY2021 audit? Would the City be willing to provide the journal entry listing?
    Response - Four, please find the journal entries attached.

20. **Question -** Does the Village prepare all accrual entries for the audit?
    Response - Yes.

21. **Question -** What were the fees for the FY2021 audit?
    Response - Please see answer from # 7.

22. **Question -** On page 5 of the request for proposal, regarding the indemnification paragraph, the AICPA Code of Professional Conduct stipulates an auditor's independence would be impaired if the auditor indemnifies a client for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client's acts (ET Section 1.228.020). We believe the indemnification provision, which appears to include the auditor's indemnification of client for client's acts would result in the impairment of independence of any auditor. Would you like us to include this language in our proposal?
    Response – Yes, please include in proposal.

REQUEST FOR PROPOSAL
AUDITING SERVICES
ADDENDUM #1
December 7, 2021

22. **Question -** With the Library being audited as a separate component in accordance with GASB Statement No. 61, would the City prefer a separate fee be itemized in our proposal for these services?
Response – No, historically the Library Fund has been reported as a fund of the City (special revenue) instead of a component unit, as its board is appointed by the Mayor, with Council consent.

H. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

I. SIGNATURE AND DATE

Edward G. Tracy 12/10/2021

Authorized Signature Date

UNITED CITY OF YORKVILLE, ILLINOIS

Audit Journal Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
1	01-000-13-00-1380	GRANT RECEIVABLE	18,060	
	01-000-41-00-4170	STATE GRANTS		18,060
	CLIENT PROPOSED: Entry to record receivable at year end for ILETSB Reimbursement for Police Training			
2	01-000-13-00-1339	A/R - VIDEO GAMING TAX	19,887	
	01-000-40-00-4055	VIDEO GAMING TAX		19,887
	Entry to adjust FY2021 Video Gaming Accrual to actual at year-end			
3	51-000-18-00-1880	ASSET RETIREMENT OBLIGATIONS		6,296,555
	51-000-27-00-2780	ASSET RETIREMENT OBLIGATIONS	6,379,000	
	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		82,445
	CLIENT PROPOSED: Entry to adjust GASB 83 items to adjust for current cost focus			
4	52-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	15,717	
	52-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		14,389
	52-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		6,468
	52-520-67-00-6X2021	PENSION EXPENSE - OPEB	5,140	
	51-000-18-00-1870	DEFERRED OUTFLOWS - OTHER POST-EMPLOYMENT BENEFITS	26,101	
	51-000-20-00-2010	OPEB LIABILITY - OTHER POST-EMPLOYMENT BENEFITS		34,934
	51-000-29-00-2970	DEFERRED INFLOWS - OTHER POST-EMPLOYMENT BENEFITS		10,388
	51-510-67-00-6X2021	PENSION EXPENSE - OPEB	19,221	
	POST-DRAFT: Entry to record OPEB Activity for Water and Sewer Funds			
		TOTAL	**6,483,126**	**6,483,126**
				-

ALL AJEs RECORDED AS NOTED ABOVE. NO PASSED AJEs FROM THE AUDIT.

UNITED CITY OF YORKVILLE, ILLINOIS

L&A Only Entries
April 30, 2021

AJE #	Account Number	Account Description	Debit	Credit
RW 1	01-000-41-00-4160	FEDERAL GRANTS	784,715	
	01-000-41-00-4X2021	FEDERAL GRANTS - CARES		784,715
	L&A ONLY: Entry to reclassify grants for testing purposes			
RW 2	25-225-92-00-8000	PRINCIPAL PAYMENT	54	
	25-225-92-00-8050	INTEREST PAYMENT		54
	L&A ONLY: Entry to split principal and interest expenses for testing purposes			
RW 3	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT		119,599
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83	119,599	
	L&A ONLY: Entry to split amortization expense on bonds and GASB 83 for testing purposes			
RW 4	51-510-66-00-6600	AMORTIZATION EXPENSE - DEBT	82,445	
	51-510-66-00-6X2021	AMORTIZATION EXPENSE - GASB 83		82,445
	L&A ONLY: Entry to readjust amortization expense on GASB 83 for testing purposes			
		TOTAL	**986,813**	**986,813**

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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2021-07 & EDC 2021-46

Agenda Item Summary Memo

Title: Yorkville Bristol Sanitary District (YBSD) Expansion – Variance Requests

Meeting and Date: City Council – January 25, 2022

Synopsis: Proposed variances to the Stormwater Management, Landscape & Ordinances for the future expansion of the wastewater treatment facility.

Council Action Previously Taken:

Date of Action: PZC – 01/12/22 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2021-07

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/320/City-Council

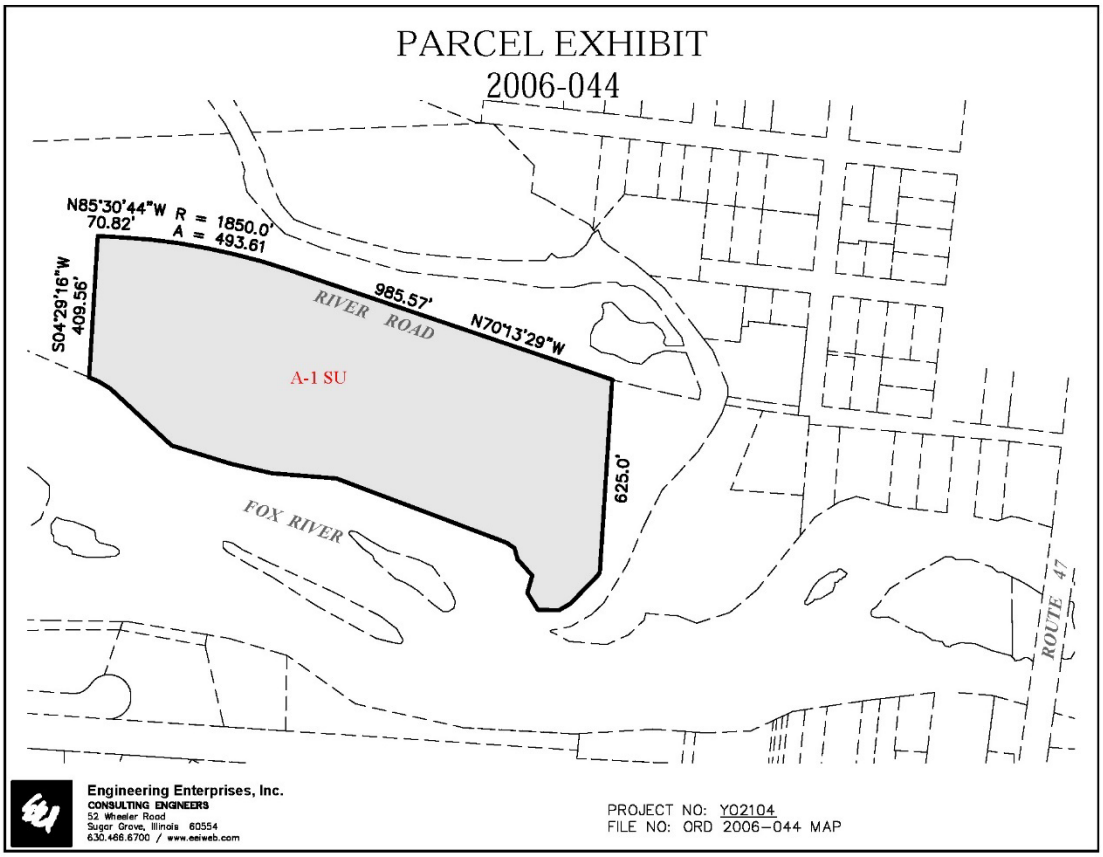
Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: January 19, 2022
Subject: **PZC 2021-07 YBSD Expansion (Variance)**
Stormwater Management, Landscape & Zoning Ordinance Variances

---

Summary:

The petitioner, Yorkville Bristol Sanitary District (YBSD), is seeking a variance to the Kendall County Stormwater Ordinance (adopted by the United City of Yorkville) related to detention and compensatory storage. Additionally, YBSD is also seeking variances to the United City of Yorkville's Landscape Ordinance related to tree preservation and replacement and the Zoning Ordinance related to building setback reduction. The requested variances are needed to allow for the future expansion and construction of additional wastewater treatment structures located on approximately 21 acres immediately west of the current operation at 304 River Street.



Property Background/Request:

The approximately 21-acre subject property is currently undeveloped and situated just west of the existing YBSD facility located at 304 River Street. While this property was annexed first in 2006 and rezoned A-1 Agricultural District with a Special Use for a public sanitary water treatment facility

(Ord. 2006-44), the actual sanitary operations occur on the east parcel which was annexed in 2007 (Ord. 2007-30). The 2007-30 Ordinance also approved a ten (10) foot yard setbacks from all property lines in the A-1 district for the current facility.

Since 2014, YBSD has steadfastly conducted assessments of its space and capacity needs to meet the more stringent regulations on its treatment processes while continuing to provide wastewater treatment services for the residents and businesses within its territory. The YBSD planning area encompassing not only the United City of Yorkville, but portions of unincorporated Bristol and Kendall Townships. With the continued uptick in new residential construction over the past 5 years and increase in population by approximately 21.4% between the 2010 and 2020 decennial census, YBSD has determined the time has arrived to move forward with the facility expansion.

Although a full expansion site plan has not been provided as part of this application, the proposed improvements will consist of approximately 641,000 square feet of development and 440,000 square feet of new impervious surfaces such as tanks, pipes, platforms, and other structures. To maximize the capacity for onsite treatment, variances are sought to the (1) stormwater detention, (2) compensatory storage, and (3) tree preservation and replacement requirements which, if applied, would significantly limit the footprint of the proposed expanded facility.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the proposed four (4) variances requested by YBSD at a public hearing held on January 12, 2022 and made the following action on the motions below:

1. ***Stormwater Detention***

In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 7 - Stormwater and Floodplain Regulations (Section 203.1.b of the Kendall County Stormwater Management Ordinance as adopted by the United City of Yorkville) granting full relief of the stormwater detention requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street.

Action:

Olsen-yes; Horaz-yes; Williams-yes; Vinyard-yes; Hyett-yes. **5 yes, 0 No**

2. ***Compensatory Storage***

In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 7 - Stormwater and Floodplain Regulations (Section 403.a of the Kendall County Stormwater Management Ordinance as adopted by the United City of Yorkville) granting full relief of the compensatory storage requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street.

Action:

Olsen-yes; Horaz-yes; Williams-yes; Vinyard-yes; Hyett-yes. **5 yes, 0 No**

3. ***Landscape Ordinance***

In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 12 - Landscape Ordinance of the Yorkville City Code granting full relief of the tree preservation and replacement requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street and further subject to recommendations in a memo prepared by staff dated November 29, 2021.

Action:

Olsen-yes; Horaz-yes; Williams-yes; Vinyard-yes; Hyett-yes. **5 yes, 0 No**

4. ***Building Setback***

In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 10 – Zoning, Chapter 7 – Dimensional and Bulk Requirements of the Yorkville City Code granting a reduction of yard setbacks in the A-1 Agricultural Zoning District to 10' from all property lines for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street.

Action:

Olsen-yes; Horaz-yes; Williams-yes; Vinyard-yes; Hyett-yes. **5 yes, 0 No**

Attachments:

1. Draft Ordinance
2. Staff memorandum to Planning and Zoning Commission dated November 29, 2021
3. Petitioner Application (with attachments)
4. Plan Council meeting minutes 11-9-21
5. EEI Review Letter dated 11-8-21
6. WBK Engineering Letter dated 11-30-21
7. Ordinance 2006-44
8. Ordinance 2007-30
9. Public Hearing Notice

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2022-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING VARIANCES TO THE STORMWATER MANAGEMENT, LANDSCAPE AND ZONING ORDINANCES FOR A 21-ACRE PARCEL LOCATED AT 304 RIVER STREET (YOKVILLE BRISTOL SANITARY DISTRICT)

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

WHEREAS, the Yorkville Bristol Sanitary District (hereafter "*YBSD*") is the owner of approximately twenty-one (21) acres of undeveloped property located at 304 River Street, legally described on Exhibit A attached hereto and identified by Permanent Index Number 02-32-231-008 (the "Subject Property") and is currently planning for future expansion and construction of additional wastewater treatment structures on the Subject Property ; and,

WHEREAS, YBSD has requested variances to the Kendall County Stormwater Management Ordinance (the "Stormwater Management Ordinance"), as adopted by the City, of the stormwater detention and compensatory storage regulations as set forth in Exhibit B, a report prepared by Baxter & Woodman Consulting Engineers dated August 9, 2021, attached hereto and made a part hereof; and,

WHEREAS, YBSD has also requested variances to the City's Landscape and Zoning Ordinances related to tree preservation and replacement regulations and building setback standards, respectively, also set forth in Exhibit B; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the "Corporate Authorities") may provide for and allow variances to provide relief when strict compliance with the requirements of the United City of Yorkville's City Code (the "City Code") creates a particular hardship; and,

WHEREAS, also pursuant to section 1-3-2 of the Illinois Municipal Code (65 ILCS 5/1-3-2) the City adopted the Kendall County Stormwater Management Ordinance (the "Stormwater Management Ordinance"), and is authorized the City to grant variances from specific provisions of the Stormwater Ordinance when strict compliance with the requirements is impossible or impracticable; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on January 12, 2022, to consider the aforementioned variances, as requested, after publication of notice and notice to property owners within five hundred (500) feet of the parcels; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-7C of the City Code and Section 904.1 of the Stormwater Management Ordinance; and,

WHEREAS, the Planning and Zoning Commission made the required written Findings of Fact finding that the requested variations met the standards in Section 10-4-7C of the City Code and Section 904.1 of the Stormwater Management Ordinance and recommended that the variances be granted; and,

WHEREAS, the Corporate Authorities have received and considered the recommendations of the Planning and Zoning Commission.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That relief from Section 203.1.b of the Stormwater Management Ordinance for non-residential developments equal to or greater than three (3) acres that results in more than 45,000 square feet of development or 32,000 square feet of impervious area is hereby granted to permit onsite stormwater detention.

Section 3: That relief from Section 403.a of the Stormwater Management Ordinance is hereby granted to permit onsite or downstream hydraulically equivalent compensatory storage for fills within the regulatory floodplain.

Section 4: That relief from Section 8-12-2H of the Landscape Ordinance in the City Code for any new development on five (5) or more acres to make every reasonable effort to retain existing trees with a four inch (4") diameter breast height ("DBH") or greater through the integration of those trees into the landscape plan of the Subject Property is hereby granted subject the submittal of a tree survey which shall include the following:

A. The location of all trees four inches (4") in caliper or greater within one hundred feet (100') of any tree proposed to be removed, including a description of the tree(s), botanical name, common name, caliper size and general condition or health of the tree(s). The survey shall be completed by an International Society of Arboriculture certified arborist or Illinois Department of Natural Resources Consultant Forester, or other qualified professional as approved in writing by the Community Development Director.

B. Delineation of trees to be removed and trees to be preserved, if any.

C. Details and specifications or procedures to be used to protect trees being preserved, if any.

D. The submittal of a landscape plan of the subject property, at time of building permit application, illustrating the buildings, structures, or any other applicable improvements.

Section 5: That a reduction in all required minimum yard setbacks to ten feet (10') from all property lines and that the Subject Property and the adjacent parcel, also owned by YBSD, as a single zoning lot is hereby granted.

Section 6: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

EXHIBIT A

LEGAL DESCRIPTION - WEST SITE

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD

PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE ON THE CENTERLINE OF RIVER ROAD, WHICH MONUMENTS THE WEST LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, RECORDED IN BOOK 76, PAGE 350;

THENCE NORTH 70°13'29" WEST ALONG SAID CENTERLINE, 985.57 FEET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING ALONG A TANGENTIAL CURVE TO THE LEFT,

HAVING A RADIUS OF 1850.0 FEET, AN ARC DISTANCE OF 493.61 FEET;

THENCE NORTH 85°30'44" WEST ALONG SAID CENTERLINE, 70.82 FEET;

THENCE SOUTH 04°29'16" WEST, 409.56 FEET TO THE NORTHERLY BANK OF THE FOX RIVER;

THENCE EASTERLY ALONG SAID NORTHERLY BANK, TO THE SAID WEST LINE OF THE TRACT CONVEYED TO THE STATE OF ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, 625.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Exhibit B

Yorkville Bristol Sanitary District

Variance Request

YBSD
YORKVILLE-BRISTOL
SANITARY DISTRICT

Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

August 9, 2021

Yorkville Bristol Sanitary District
Variance Request
TABLE OF CONTENTS

Section — Page No.

1. INTRODUCTION 3

2. ORDINANCES 5

   2.1 Stormwater Detention Ordinance for Kendall County 5
   2.2 Compensatory Storage Ordinance for Kendall County 5
   2.3 Tree Replacement Standards, Landscaping Ordinance for City of Yorkville 5

3. VARIANCE REQUESTS 6

   3.1 Stormwater Detention 6
   3.2 Compensatory Storage 8
   3.3 Tree Replacement 10

4. OFFSITE COMPENSATORY STORAGE 11

5. CONCLUSION 11

LIST OF EXHIBITS

Exhibit
1 – Kendall County Stormwater Ordinance
2 – United City of Yorkville Landscaping Ordinance
3 – Fox River Tributary Drainage Area
4 – Blackberry Creek Tributary Drainage Area
5 – Project Area
6 – Downstream Structures
7 – Will County Detention Exemptions
8 – HEC-RAS Model Results Table
9 – Offsite Compensatory Storage Locations
10 – U.S. Fish & Wildlife Service Report

1. INTRODUCTION

The Yorkville-Bristol Sanitary District (YBSD) and the United City of Yorkville have been working together for the last 15-years to ensure that west side property is available for the wastewater treatment facility to serve the ultimate facility planning area (FPA) population. In 2005, YBSD completed a Facility Planning Report that demonstrated the need for additional space for the wastewater treatment facility to serve the potential future facility planning area population.

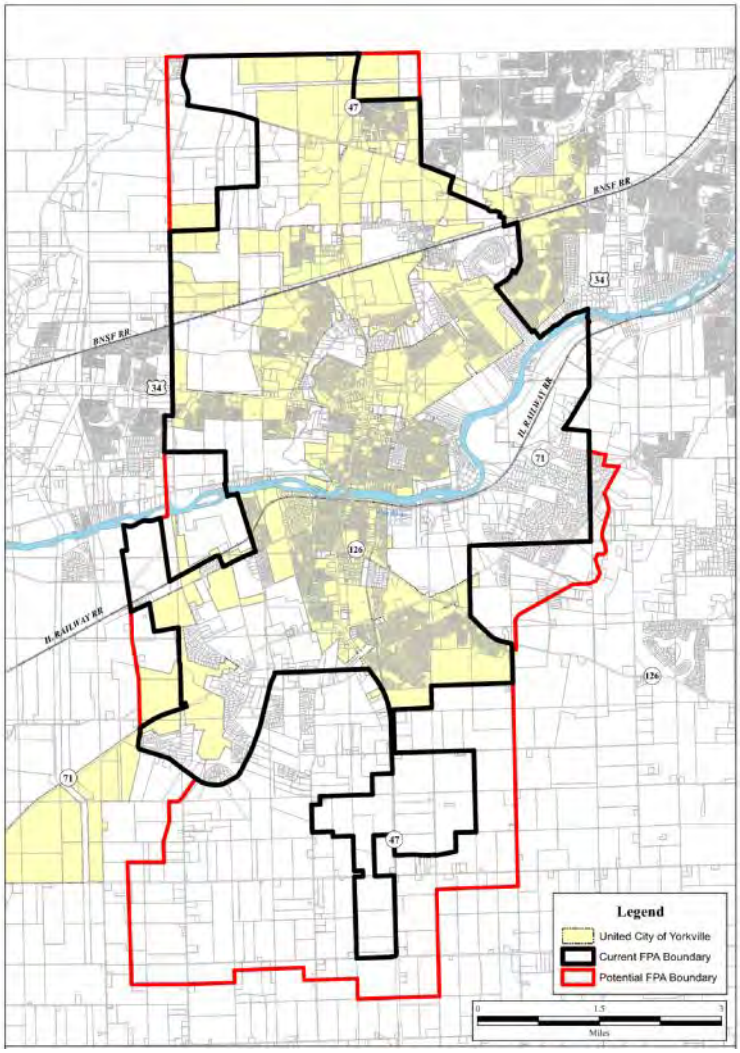
In 2006, YBSD prepared an annexation agreement that annexed the west side property into the United City of Yorkville, Kendall County, Illinois. The United City of Yorkville City Council unanimously approved the annexation, Ordinance No. 2006-43. YBSD also rezoned the west side property to A-1 with special use for sanitary water treatment facilities. The City Council followed the recommendation from the Plan Commission and unanimously approved Ordinance No. 2006-44. These two ordinances provided the space and zoning required to provide the wastewater treatment capacity for the potential future FPA population on a single site.

In 2014, YBSD completed a Phosphorus Removal Feasibility Report to determine the costs, treatment processes and space required to meet future effluent phosphorus limits. This report further reinforced the need for the west side property.

In 2018, YBSD completed a wetland delineation of the west side property to determine the sensitive environmental areas and the areas that could be used for wastewater treatment.

YBSD is currently completing the stormwater permitting and regulatory requirements that are needed to allow the west side property to be utilized for wastewater treatment. YBSD also just completed the preliminary design of the 1st phase of improvements that would be located on the west side property.

YBSD's mission is to provide wastewater treatment services for residents within its facility planning area, namely, the United City of Yorkville, Illinois, the county seat of Kendall County. The Facility Planning Reports, Annexation Ordinance, Rezoning Ordinance and wetland delineation were completed to allow wastewater treat of the potential future facility planning area population at a single site on the west side of Blackberry Creek. The YBSD FPA encompasses the United City of Yorkville and portions of the unincorporated areas of Bristol and Kendall Townships within Kendall County. The current and future potential FPA boundaries are shown below.



Providing wastewater treatment for YBSD's ultimate facility planning area population will require development of nearly the entire project site, and the required stormwater detention facilities and compensatory storage cannot be provided onsite without significantly reducing the footprint available for treatment facilities. The reduction of footprint for wastewater treatment facilities will reduce total population that can be served from the west side property. The reduced area would not be able to accommodate the potential future FPA population. As such, the YBSD is requesting variances from the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville, and from the City of Yorkville's Landscaping Ordinance in accordance with Article 9 of the Kendall County Stormwater Management Ordinance.

- Kendall County Stormwater Management Ordinance (Section 203 and Section 403), as adopted by United City of Yorkville – Ordinance No. 2012-56
- United City of Yorkville Landscape Ordinance (Section 8-12-2.H) – Ordinance No. 2009-42

2. ORDINANCE REQUIREMENTS

2.1 Stormwater Detention Requirements for Kendall County

Section 203 of the Kendall County Stormwater Management Ordinance, as adopted by the City of Yorkville, requires stormwater detention for non-residential developments on properties of contiguous ownership that are equal to or greater than three (3) acres and resulting in more than 45,000 square feet of development or 32,000 square feet of impervious area. The planned improvements, consisting of approximately 641,000 square feet of development and 440,000 square feet of new impervious area, exceed both of these thresholds, and therefore Ordinance site runoff storage requirements are applicable. Stormwater storage volume must be provided such that the 100-year, 24-hour release rate does not exceed 0.15 cubic feet per second (cfs) per acre of hydrologic disturbance, and the 2-year, 24-hour release rate does not exceed 0.04 cfs per acre.

2.2 Compensatory Storage Requirements for Kendall County

Section 403 of the Ordinance requires that hydraulically equivalent compensatory storage be provided for fills within the regulatory floodplain. The total compensatory storage volume must be equal to or greater than the flood fringe storage volume displaced. To the greatest extent practicable, storage volume displaced below the 10-year existing flood profile must be replaced below the proposed 10-year flood profile, and storage displaced between the existing 10- and 100-year flood profiles but be replaced between the proposed 10- and 100-year flood profiles.

2.3 Tree Preservation and Replacement Standards for the United City of Yorkville

Compensatory storage and stormwater detention requirements will necessitate significant tree removal. Per Section 8-12-2.H of the United City of Yorkville's Code of Ordinances, tree removal should be avoided within floodplains, filling near valuable trees should be minimal, and removal requirements include replacement according to **Table 1**.

Table 1: Tree Replacement Standards, Landscaping Ordinance for the City of Yorkville

Caliper (inches) of tree to be removed	Number of replacement trees
30 or greater	6
13-29	5
8-12	4
4-7	2

3. VARIANCE REQUESTS

The variance requests are organized according to the variance standards as described in Section 904 of the Kendall County Stormwater Ordinance as adopted by the United City of Yorkville.

3.1 Stormwater Detention

Request 1: Waiver of United City of Yorkville and Kendall County site runoff storage requirements (Section 203.1.b. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	Stormwater runoff from the proposed development area discharges directly to the Fox River and Blackberry Creek, with no downstream properties impacted prior to discharge into these waterways. The proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (**Exhibits 3-5**). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing detention would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility. Furthermore, the orientation of the YBSD property is such that there is significant waterway frontage, with grades naturally flowing to the Fox River and Blackberry Creek. Draining all site stormwater runoff to detention facilities may be difficult or impossible to achieve while providing a suitable treatment facility plan. Other counties in Illinois have detention exemptions for such developments. For example, the Will County Stormwater Management Ordinance (55.020 (C)(2)) provides an exemption for properties that meet the minimum river frontage requirement (**Exhibit 7**). With over 1,500 feet of river frontage and

		less than 20 acres of proposed development, this project site would easily qualify for Will County's detention exemption thresholds.
c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	The development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps, to treat direct discharges to the Fox River and Blackberry Creek. These BMPs will mitigate potential reduction of water quality benefits.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	The variance is requested to allow for full buildout capacity of the treatment facilities to accommodate the needs of the community's projected growth. The reduction of site runoff storage requirements is incidental to this goal.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	The development would directly discharge to major natural waterways, as opposed to designed stormwater conveyance systems with defined capacities. There are no intermediate properties between the development and the Fox River or Blackberry Creek. Additionally, the proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (**Exhibits 3-5**). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	With the variance, the YBSD will be able to achieve full buildout capacity at this property. The variance will also prevent the need for expanding the development area for treatment facilities to include the property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation and critical habitat for the endangered Indiana bat (Myotis sodalis) (**see Exhibit 10** for report from U.S. Fish and Wildlife Service).

3.2 Compensatory Storage

Request 2: Waiver of United City of Yorkville and Kendall County compensatory storage requirements (Section 403.a. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	There are no structures impacted by the regulatory floodplain along the Fox River in the area immediately downstream of the proposed improvements (**Exhibit 6**). The minor loss of flood storage resulting from proposed floodplain fill is small relative to the total flood storage of the Fox River and will not impact any downstream structures during a 100-year flood. Furthermore, a dam is located upstream of the project limits, just upstream of Bridge Street. This dam provides some hydraulic control of flood profiles, creates upstream flood storage, and reduces the impacts of proposed floodplain fills within the project limits. Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Requirements for compensatory storage are local standards above and beyond the state's requirements, which are intended to preserve the conveyance capacity of the waterway. Preliminary modeling results and model input/output files are provided as **Exhibit 8**.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing onsite compensatory storage would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility. Offsite compensatory storage was explored and is discussed further below. These options all have major feasibility concerns or negative impacts, such as requiring additional tree removal and/or additional loss of usable land.

c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	The presence or absence of compensatory storage would not have an effect on water quality. Even so, the development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	This variance is unrelated to site runoff storage requirements.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	This variance will not impact conveyance of stormwater from the project.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	With the variance, the YBSD will be able to achieve full buildout capacity at this property, which would save environmental and biological resources. The variance will also prevent the need for development of the YBSD property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation, critical habitat for the endangered Indiana bat (Myotis sodalis) (**Exhibit 10**), and would have adverse wetland and impacts. Wetland and habitat impacts could be obstacles to obtaining permits through the U.S. Army Corps of Engineers and IDNR.
Article 4 Variance Standards		
a.	Variances shall not be issued by the permitting agency within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.	Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Preliminary modeling results indicate no increase in flood levels, rounded to the nearest tenth of a foot, and are provided as **Exhibit 8**.
b.	Variances may be issued by the permitting agency for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structure constructed below the base flood level, in conformance with the following procedures of this section;…	Not applicable; this development is greater than one-half acre.

3.3 Tree Preservation and Replacement

Request 3: Waiver of United City of Yorkville tree replacement requirements (Sections H.1.b.i.1,3 and H.2.a-d of the United City of Yorkville's Landscaping Ordinance (excerpt of Ordinance included in Exhibit 2))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	This variance will not impact flooding or any other threat to public health, safety or welfare.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Replacing trees onsite according to the standard laid out in the City's Landscaping Ordinance (preliminary estimate of 1,500 replacement trees) is not possible if the facility is to provide the projected treatment capacity for the community.
c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	This variance will not impact water quality.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	This variance is unrelated to site runoff storage requirements.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	This variance will not impact conveyance of stormwater from the project.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	While it is not possible to replace all of the removed trees onsite according to the City's ordinance (regardless of the detention and compensatory storage variances), the YBSD aims to preserve the trees along the banks of the Fox River and Blackberry Creek, which is made possible by the waiving of the stormwater requirements as discussed above. Avoiding offsite compensatory storage will also limit the extent of tree removal necessary.

4. OFFSITE COMPENSATORY STORAGE

Four offsite locations were considered for compensatory storage. These locations were initially chosen based on their proximity and current use (undeveloped or mostly open space). They are not owned by the YBSD and their use would be contingent upon purchase or easement from the property owners. The construction schedule for the facility expansion would be delayed if offsite compensatory storage is provided, as the compensatory storage would need to be provided prior to development of the YBSD property; thus, property acquisition, permitting, and offsite excavation could delay construction significantly. The four locations are briefly described below, along with burdens and detrimental impacts associated with construction at these locations. A map of the sites is included as **Exhibit 9**.

- The Youth Camp property directly adjacent to the project site consists of a low-lying area and a slope heading north up to River Road. This location would require extensive tree removal, a large quantity of excavation, and the construction of a very large retaining wall (~30' high).

- A large bump-out is located on the south bank of the Fox River, located approximately half a mile downstream from the Blackberry Creek confluence. This location is heavily forested and a massive quantity of excavation would be necessary due to the high elevations.

- Crawford Park, owned the United City of Yorkville, is located on the south bank of the Fox River approximately one mile downstream from the Blackberry Creek confluence. It is not forested and would require limited tree removal. Utilizing this area for compensatory storage, however, would prevent the City from raising the grade in the future or using this land for any other purposes.

- Approximately 1.8 miles downstream from the Blackberry Creek confluence, there is a farm located on the north bank of the Fox River. Extensive tree removal would not be necessary for this property, but the loss of active farmland is not a desirable outcome.

5. CONCLUSION

The District understands that as effluent limits and sludge disposal regulations become more stringent, additional space for future processes to maintain compliance will be of utmost importance. Some constituents are on the regulatory horizon, but others are unknown at this time. This increases the importance of maximizing contiguous land to accommodate future process. The above variance requests are necessary to provide the onsite treatment facilities that meet future regulatory requirements, as well as accommodate anticipated growth and development within the City of Yorkville.

Exhibit 1: Excerpts from Kendall County Stormwater Ordinance, as adopted by the United City of Yorkville

Sec. 203 Site Runoff Storage Requirements

203.1 Applicability of Site Runoff Storage Requirements
All developments shall comply with the site runoff storage requirements provided in Section 203 of this Ordinance in which:

a. Single family - detached land use property consisting of five or more residential structures having an average lot size of three acres or less;

b. A non-residential land use or a residential land use other than single family - detached property of contiguous ownership equal to or greater than three acres and:

    1. resulting in more than 45,000 square feet of development, or;

    2. resulting in more than 32,000 square feet of impervious surface area

Request for waiver of 203.1.b.

Sections 203.2 - 202.11 would be rendered null by waiver of 203.1.b.

203.2 Release Rate

Sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.15 cfs/acre of disturbance for a rainfall event with a 100-year recurrence frequency. Additionally, sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.04 cfs/acre of disturbance for a rainfall event with a 2-year recurrence frequency. The area of hydrologic disturbance for the entire project shall be used to calculate the site runoff storage volume requirements.

203.3 Design Methods

Event hydrograph routing methods shall be used to calculate runoff storage volume requirements for stormwater management basins with total tributary areas greater than five acres. The hydrograph routing shall be HEC-1, (SCS methodology), HEC-HMS, TR-20, or TR-55 tabular method or as otherwise approved by the Administrator. Event hydrograph methods shall incorporate the following assumptions:

a. Antecedent moisture condition = 2; and

b. Appropriate Huff rainfall distribution; and

c. 24-hour duration storm with a 1% probability (100-year frequency) of occurrence in any one year as specified by Illinois State Water Survey Bulletin 71 isohyetal rainfall data.

Runoff storage volume requirements for stormwater management basins with total tributary areas equal to or less than five acres may utilize the *% Impervious to unit Area Detention* nomograph developed by NIPC (now known as CMAP) depicted in Table 203.

203.4 Existing Release Rate Less Than Allowable

For sites where the undeveloped release rate is less than the maximum release rate in Section 203.2, the developed release rate and corresponding site runoff storage volume requirement shall be based on the existing undeveloped release rate for the development.

203.5 Downstream Water Surface Elevations

All hydrologic and hydraulic computations must utilize appropriate assumptions for downstream water surface elevations, from low flow through the base flood elevation, considering the likelihood of concurrent flood events.

203.6 Extended Detention Requirement

The requirements of this section will apply only when the outfall from a stormwater management basin is proposed to connect to an off-site agricultural drain tile system. The first 0.75 inches of runoff from a rainfall event over the hydraulically connected impervious area of the development shall be stored below the elevation of the primary gravity outlet (extended detention) of the stormwater management basin. The facility may be designed to allow for evapotranspiration or infiltration of this volume into a subsurface drainage system and shall not be conveyed through a direct positive connection to downstream areas.

The hydraulically connected impervious area used in the calculation of required extended detention volume may be reduced by the Administrator if the soils are prepared to maximize infiltration and deep rooted grasses or other plants selected for their ability to promote infiltration or water absorption are planted in areas appropriately dedicated. The reduction in hydraulically connected impervious area used in the calculation shall be equal to the area of the development meeting the above soils/native planting requirement.

Subsurface drainage systems may be designed as a component of the extended detention portion of the stormwater management basin to assist in infiltration in accordance with the following criteria:

a. The extended detention volume shall be discharged at a rate no greater than that required to empty the calculated extended detention volume within 5 days of the storm event and at a rate no less than that required to empty the calculated extended detention volume within 30 days of the storm event.

b. No subsurface drainage pipe shall be located within 10 feet of drainage pipes directly connected to the stormwater management basin.

c. For purposes of meeting the maximum subsurface drainage discharge requirements, flow control orifices and weirs may be used.

d. All design extended detention volume shall be provided above the seasonal high ground water table or the invert elevation of the groundwater control system.

e. Farm field tile shall not be considered a subsurface drainage system.

203.7 Stormwater Management Basin Design Requirements

Stormwater management basins shall be designed and constructed with the following characteristics:

a. The stormwater management basin shall provide 1 (one) foot of freeboard above the design high water elevation or BFE.

b. The stormwater management basin shall be located on the site and designed such that they are accessible by motorized maintenance equipment necessary for regular and long term maintenance operations. The route to the basin shall be formalized with an access easement and that the surface of such route shall be easily traversable by maintenance equipment / operations as determined by the Administrator.

c. All site runoff storage volume shall be provided above the seasonal high groundwater table or above the invert of the groundwater control system.

d. Stormwater management basins shall facilitate sedimentation and catchment of floating material. Unless specifically approved by the Administrator, impervious low-flow ditches shall not be used in stormwater management basins. Stormwater management basins shall maximize the normal flow distance between stormwater management basin inlets and outlets, to the extent possible

e. Stormwater management basins shall reduce impacts of stormwater runoff on water quality by incorporating best management practices.

f. Stormwater management basins shall be designed with an emergency overflow weir capable of passing the inflow from the critical duration base flood event under developed conditions. The predicted emergency water surface elevation shall be below the top of embankment for any other portion of the stormwater management basin. The weir design shall provide appropriate erosion control measures.

g. Stormwater management basins with single pipe outlets shall have a minimum inside diameter of 12 inches. If design release rates necessitate a smaller outlet, flow control devices such as perforated risers, or flow control orifices shall be used.

h. Stormwater management basins intended to support potential fish habitat with a permanent pool, shall be at least ten feet deep over 25 percent of the bottom area.

i. Stormwater management basins shall have a maximum side slope of four to one.

j. Stormwater management basins with a permanent pool shall have a safety shelf at least eight feet wide a maximum of two feet below the normal water pool.

k. Stormwater management basins shall have a maximum drawdown time of 72 hours for a 24-hour duration rainfall event with 100-year recurrence frequency.

j. All stormwater management basins shall comply with IDNR dam safety requirements where applicable.

203.8 Site Runoff Storage Volume Within The Regulatory Floodplain

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodplain shall:

a. Conform to all applicable requirements specified in Article 4 of this Ordinance; and

b. Store the required amount of site runoff to meet the release rate requirement under all stream flow and backwater conditions in the receiving stream up to the 10-year flood elevation; and

c. Site runoff storage volume provided by enlarging existing regulatory floodplain storage without providing a flow control device regulating discharge (on-stream detention) will be allowed only as a variance. The applicant must demonstrate that flood damages are not increased and the development will not increase flood flows for both the 2-year and 100-year floods on the stream with developed conditions on the site; and

d. The Administrator may approve designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit in flood control not otherwise realized by strict application of the requirements in a through c above.

203.9 Site Runoff Storage Volume Within The Regulatory Floodway

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodway shall:

a. Meet the requirements for locating stormwater management basins in the regulatory floodplain; and

b. Be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for any adopted watershed plans; and

c. Provide a net watershed benefit in flood control.

203.10 Site Runoff Storage Volume - Channel Impoundment

Flow control structures constructed across any channel to impound water to meet site runoff storage requirements shall be prohibited on any perennial stream unless part of a public flood control project with a net watershed benefit in flood control. Those streams appearing as blue on a USGS Quadrangle map shall be assumed perennial unless better data is obtained. All cross-stream flow control structures for the purpose of impounding water to provide site runoff storage in all cases on perennial and intermittent streams must demonstrate that they will not cause short term or long-term stream channel instability.

203.11 Off-Site Stormwater Management Basins

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements may be located off-site if the following conditions are met:

a. The off-site stormwater management basin meets all of the requirements of this Article 2; and

b. Adequate storage capacity in the off-site facility is dedicated to the development; and

c. The development includes means to convey stormwater to the off-site stormwater management basin.

Sec. 403 Compensatory Storage Volume Standards

The following standards apply within the regulatory floodplain: Request for waiver of 403.a

a. Hydraulically equivalent compensatory storage volume will be required for development in a riverine regulatory floodplain and shall be at least equal to the regulatory floodplain flood storage volume displaced. To the greatest extent practicable storage volume displaced below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. To the greatest extent practicable storage volume displaced above the 10-year existing frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.

b. Compensatory storage volume for development in a non-riverine regulatory floodplain area that is also adjacent to a lake shall be equal to the storage volume displaced.

c. Compensatory storage volume requirements for development in a non-riverine Regulatory Floodplain that is not adjacent to a lake shall be replaced in accordance with the requirements for the loss of depressional storage in Section 201.6.

d. Compensatory storage areas shall be designed to drain freely and openly to the channel and shall be located adjacent to the development. This standard does not apply to non-riverine Regulatory Floodplain.

e. A recorded covenant or easement running with the land is required to maintain the compensatory storage volume in areas modified to provide compensatory storage volume.

Sections 403.d. - 403.e. would be rendered null by waiver of 403.a.

Exhibit 2: Excerpts from United City of Yorkville Code of Ordinances, Section 8-12-2 (Landscaping Ordinance)

H. Tree Preservation: The following standards shall apply to all lots which are five (5) acres or greater in area. No live tree(s) with a four inch (4") DBH (diameter at breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Failure to apply and submit a tree preservation and removal plan will result in a monetary fine per tree removed without authorization (as stated on the application form.)

1. Tree Removal Permit: The application for a tree removal shall be made to the Building Department. This application must be submitted and approved prior to the Site Grading Plan permit issuance. If no mass grading is required for construction, the tree removal application must be submitted and approved prior to any site re-development involving tree removal. The application shall include:

a. Tree Preservation and Removal Plan. The plan shall include:

i. A tree survey showing the location of all trees four inches (4") in caliper or greater within 100 feet of any tree proposed to be removed, including a description of the tree(s), botanical name, common name, caliper size and general condition or health of the tree(s). The survey shall be completed by an International Society of Aboriculture Certified Arborist or Illinois Department of Natural Resources Consultant Forester, or other qualified professional as approved in writing by the City Planner.

ii. Delineation of trees to be removed and trees to be preserved.

iii. Details and specifications or procedures to be used to protect trees being preserved.

iv. Location, size and name of replacement trees.

b. Tree Preservation and Removal Guidelines:

i. Every reasonable effort shall be made to retain existing trees shown on the tree survey through the integration of those trees into the site plan and landscape plan for a proposed development.

Request for waiver of H.1.b.i.1.

1. Critical areas, such as floodplains, steep slopes, and wetlands, should be left in their natural condition or only partially cleared.

2. Roadways, storage areas, and parking lots should be located away from valuable tree stands.

Request for waiver of H.1.b.i.3.

3. Cutting and filling in the vicinity of valuable trees should be minimal.

4. If more than one-third of the tree's root system is to be affected by construction, the tree should be part of the removal plan and replaced with the appropriate number of trees.

ii. Pre-construction protection measures:

1. A temporary six foot (6') orange construction safety fence, rigid wood, or chain link fence must surround the periphery of the tree dripline as a construction barrier prior to the start of any site work.

a. Fence type may be designated by the City depending on the value of the tree and the location to construction traffic.

b. This fence must be in place before any site work begins and remain in place until all construction has been completed or final occupancy permit has been issued, whichever is latest.

c. A warning sign shall be placed on the fence stating the following: **Warning: This fence shall not be relocated or removed without written authorization from the City of Yorkville.**

iii. If construction limits encroach within the dripline of the tree the following procedures will be required:

1. Trunk wrapping from the base of the tree to a height of ten feet (10`). Clear indication of trees to be wrapped and detail showing materials should be included as part of the landscape plans. No boards shall be nailed to the trunk of a tree.

2. In the event that underground utility lines are proposed within five feet (5`) of the trunk of a tree, then auguring or boring of the utility line will be required by the City. This must be clearly indicated on the plans.

3. Root trimming should occur by hand, not with machinery, and exposed root systems should be protected to maintain moisture levels. During construction, any root accidentally damaged (exposed) should immediately be cleanly cut and protected.

4. If excavation must occur within the dripline of a tree, an excavation trench shall be saw cut for a minimum depth of two feet as near to the intended trench as possible. All root pruning must be completed prior to any excavation activity near the tree.

iv. Construction procedures:

1. During the mass grading of the site, a Certified Arborist or Consultant Forester must be on-site during the mass grading to ensure that proper protection methods are being followed.

2. Grading and construction equipment shall be prohibited from encroaching within the dripline of a tree.

3. Any soil that is located or stockpiled within the critical root zone of the tree will result in the loss of tree protection credit(s) and will require that the job be stopped until a revised Landscape Plan is approved.

4. Crushed limestone and other material detrimental to trees shall not be stored or dumped within the drip line of any tree nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.

5. Any preserved trees damaged during construction should be repaired. Damage should be analyzed by a Certified Arborist, Consultant Forester, or approved qualified professional, and a repair plan should be submitted to the City for approval.

6. If the tree begins to show signs of stress (i.e. leaf dieback, wilting, etc.), additional measures may be required by the City such as fertilizing or watering to aid the tree in survival.

v. Tree Preservation protection measures must be checked by the City of Yorkville before the permit for development will be released. Periodic inspections will occur during construction.

vi. Failure to provide adequate tree protection will result in the loss of tree protection credits and will require that the job be stopped until a revised Landscape Plan is approved.

Request for waiver of H.2.

2. Tree Replacement Standards:

a. Any tree approved for removal shall be replaced with new trees in accordance with the following schedule:

Caliper (Inches) of tree to be removed	Number of Replacement Trees
30 or greater	6
13-29	5
8-12	4
4-7	2

b. In the event that a tree identified to be preserved is removed or damaged, such tree shall be replaced as follows:

Caliper (Inches) of tree to be removed	Number of Replacement Trees
30 or greater	12
13-29	10
8-12	8
4-7	4

c. All replacement trees shall have a minimum caliper of two and one-half inches (2 ½") and shall consist of the shade tree varieties listed under Permitted Plantings.

d. If the tree(s) approved for removal is (are) dead from natural causes prior to the date of the tree removal permit, then no replacement tree(s) are required for them.

3. Approval Criteria: The City shall approve a tree removal application if one or more of the following conditions exist:

   a. The tree to be removed poses a safety hazard to persons or property.

   b. The tree is substantially diseased or weakened by age, storm, fire or other injury.

   c. The tree removal is in accordance with good forestry practice such as when a parcel of land will only support a certain number of healthy trees which is less than the number of existing trees on the parcel.

   d. The tree removal is of a nuisance tree listed under Section 3 General Standards, #7.

   e. The tree removal is part of an approved overall landscape plan.

4. Failure to Replace Trees: If replacement trees, which are required by the approved tree removal permit, are not planted within the time frame set out by the tree removal permit, the City may, at its option, replace the trees. All costs associated with purchasing and planting the replacement trees shall be charged to the owner or other person or entity causing the removal of the trees.

Exhibit 3: Fox River Tributary Drainage Area

Table 7 - Summary of Discharges (continued)

Flooding Source and Location	*Drainage Area (square miles)*	*Peak Discharges (cubic feet per second)* 10-Percent-Annual-Chance	2-Percent-Annual-Chance	1-Percent-Annual-Chance	0.2-Percent-Annual-Chance
Fox River					
At Dayton (USGS gage No. 05552500)	2,642	22,132	36,274	41,893	58,357
At Bridge Street	2,138	15,327	23,899	27,412	36,894
About 900 feet upstream of Bridge Street	1,804	10,580	15,221	17,697	22,615
At Aurora (USGS gage No. 05551500)	1,705	8,572	12,791	14,368	18,697
Harvey Creek					
300 feet downstream of Sandy Bluff Road	3.46	381	525	595	983
600 feet downstream of Griswold Springs Road	3.36	367	506	569	924
2,000 feet upstream of Griswold Springs Road	2.41	291	387	442	638
At Dayton Street	1.41	183	248	291	379
Middle Aux Sable Creek					
Just downstream of Caton Farm Road	15.9	1,252	2,144	2,767	3,481
Just downstream of Wheeler Road	14.0	1,241	2,124	2,741	3,448
Upstream of Wheeler Road	12.9	1,237	2,117	2,731	3,435
North Arm Saratoga Creek					
About 150 feet downstream from farm bridge	0.7	80	*	143	*
At Joliet Road	0.66	79	*	140	*
About 700 feet upstream of Galena Street	0.42	59	*	106	*
Tributary 1 to West Aux Sable Creek Tributary B					
Just downstream of the intersection of Caton Farm Road and Brisbin Road	2.1	446	743	947	1,179
Waubansee Creek					
At confluence with Fox River	29.6	*	*	2,007	*
At U.S Route 25	29.5	*	*	1,979	*
At U.S. Route 34	29.2	*	*	1,940	*
At U.S. Route 30	18.7	774	1,170	1,447	2,700
At Elgin Joliet and Eastern Railroad	17.4	734	1,108	1,373	2,500

*Data not available

Exhibit 2: Fox River Tributary Drainage Area

Exhibit 4: Blackberry Creek Tributary Drainage Area

Table 7. Summary of Discharges

Flooding Source and Location	*Drainage Area (square miles)*	*Peak Discharges (cubic feet per second)* 10-Percent-Annual-Chance	2-Percent-Annual-Chance	1-Percent-Annual-Chance	0.2-Percent-Annual-Chance
Aux Sable Creek					
Downstream of Bell Road	107.9	6,162	10,618	13,754	17,360
Downstream of US Highway 52	99.1	5,902	10,167	13,168	16,617
Just downstream of East Aux Sable Creek confluence	98.6	5,886	10,139	13,131	16,570
Downstream of McKanna Road	64.9	3,134	5,422	7,038	7,038
Just downstream of the convergence of Middle Aux Sable Creek and West Aux Sable Creek	63.8	3,054	5,285	6,861	8,676
Blackberry Creek					
Just downstream of Route 34	69.0	1,381	2,303	2,771	4,053
Just downstream of Route 47	67.5	1,366	2,284	2,749	4,026
Approximately 7,200 feet upstream of Route 47	65.2	1,349	2,260	2,721	3,991
Just downstream of Route 30	59.6	1,316	2,229	2,692	3,968
Clear Creek					
At confluence with Fox River	6.7	1,055	1,484	1,772	2,474
About 3,300 feet upstream of confluence with Fox River	6.4	1,003	1,413	1,701	2,371
About 2,000 feet downstream of Crimmin Road	3.9	677	994	1,181	1,676
At Crimmin Road	3.5	614	902	1,071	1,520
About 3,700 feet upstream of Crimmin Road	3.3	560	822	968	1,375
About 1,250 downstream of confluence with Dave-Bob Creek	2.87	495	726	855	1,214
At Chicago Road	2.53	408	590	718	1,003
At Main Street	2.01	311	435	538	759
About 1,000 feet upstream of State Route 71	1.6	231	381	462	670
Dave-Bob Creek					
At confluence with Clear Creek	0.3	65	100	115	145
At Unnamed Tributary	0.17	40	65	75	95
East Aux Sable Creek					
Just downstream of the confluence of East Aux Sable Creek Tributary A	33.7	2,871	4,908	6,330	7,960
Upstream of the confluence of East Aux Sable Creek Tributary B	27.8	2,533	4,328	5,581	7,015

BAXTER & WOODMAN Consulting Engineers

CONSULTANTS

MILESTONE

REVISIONS

NO.	DATE	DESCRIPTION

* - REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING

1" .5" 0 1" 2" 3"

PLAN SHEET DESIGNATION

COVER
G - GENERAL
H - HAZARDOUS MATERIALS
C - CIVIL
L - LANDSCAPE
S - STRUCTURAL
A - ARCHITECTURAL
I - INSTRUMENTATION
Q - EQUIPMENT
F - FIRE PROTECTION
P - PLUMBING
M - MECHANICAL
E - ELECTRICAL
T - TELECOMMUNICATIONS
R - RESOURCE

PROJECT NO: 201643

SCALE: 1" = 100'
DATE: 1/15/21
DESIGNED BY:
DRAWN BY:
CHECKED BY:

CLIENT

YORKVILLE-BRISTOL SANITARY DISTRICT

SHEET TITLE

Exhibit 5: Project Area

OF

I:\CRYSTAL LAKE\YORSD\201643-SOLIDS HANDING IMPR\CAD\DWGS\CURRENT\201643APLN-C3D.DWG EX-TOPO 100
Plotted: 1/15/2021 11:08 AM By: DTBMSB
Copyright @2021 By Baxter & Woodman, Inc.
State of Illinois - Professional Design Firm
License No. - 184-001121 - Expires 4-30-21

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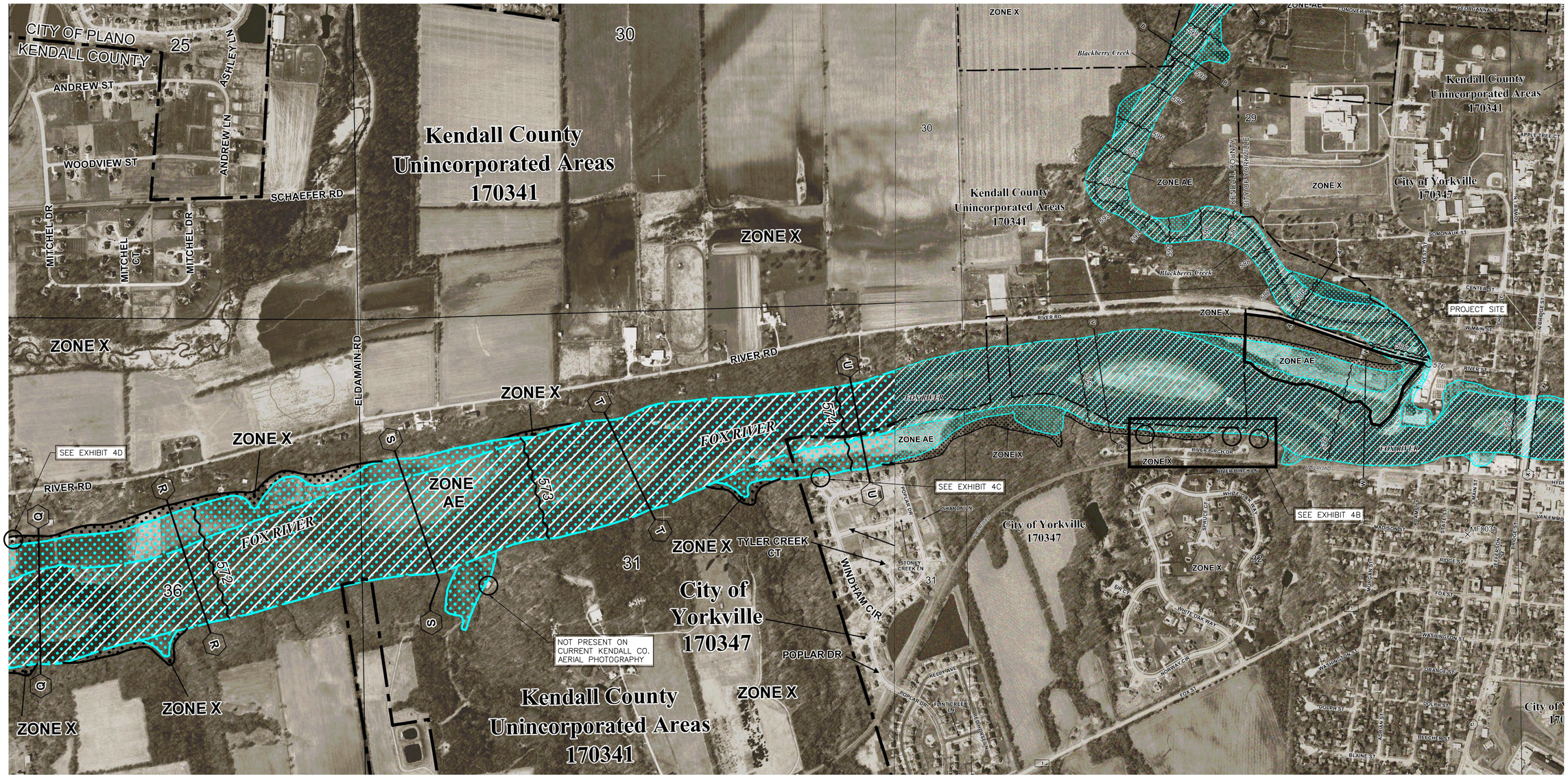
SCALE: 1" = 500'



LEGEND

DOWNSTREAM STRUCTURES MAPPED WITHIN REGULATORY FLOODPLAIN

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BAXTER & WOODMAN Consulting Engineers

CONSULTANTS	REVISED –
	REVISED –
	REVISED –
	REVISED –

YORKVILLE-BRISTOL SANITARY DISTRICT
SOLIDS HANDLING IMPROVEMENT

EXHIBIT 6A: DOWNSTREAM STRUCTURES

SCALE: AS NOTED | PROJECT NO: 201643.40

DESIGNED –	PDS
DRAWN –	ABN
CHECKED –	PDS
DATE –	8/6/2021

TOTAL SHEETS	SHEET NO.
1	1

Kendall County Web GIS

August 5, 2021

2010 Contours

Contour

Index Contour

Exhibit 6B: Downstream Structures

1:1,200

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

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Kendall County Web GIS

August 5, 2021

1:960

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

2010 Contours

Contour

Index Contour

Exhibit 6C: Downstream Structures

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Kendall County Web GIS

August 5, 2021

1:720

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

2010 Contours

Contour

Index Contour

Exhibit 6D: Downstream Structures

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Exhibit 7: Will County Detention Exemptions

§ 55.020 GENERAL INFORMATION.

(A) *Other applicable regulations.* All developments shall meet the requirements specified for general stormwater development (§ 55.020), site runoff (§ 55.022), sediment and erosion control (§§ 55.035 through 55.047), performance security and maintenance (§§ 55.200 through 55.203).

(B) *Applicability of site runoff storage requirements (detention).*

(1) All developments shall comply with the site runoff storage requirements provided in §55.023 of this subchapter in which:

(a) More than two single-family structures or one two-family structure are to be constructed on a site five or more acres in size;

(b) Multi-family or nonresidential land use is to be constructed on a site more than one acre in size;

(c) Existing multi-family or nonresidential land uses on a site one acre or more in size, on which new development after the effective date of this chapter in the aggregate exceeds 25,000 square feet;

(d) Roadway developments in rights-of-way under the ownership or control of a unit of local governments when the contiguous area of new roadway construction (excluding previously paved areas) exceeds two acres; and

(e) The developer of a commercial or industrial redevelopment may request that a fee-in-lieu of detention be approved provided that all of the following are demonstrated to the sole satisfaction of the Administrator:

1. The drainage plan will not increase existing flood damages; and

2. The drainage plan provides a net benefit in water quality compared to the existing development.

(2) The Administrator shall determine the appropriate fee to be collected as defined in §55.215, and his or her decision in the matter shall be considered final.

(C) *Exemptions from site runoff storage requirements (detention).* Site run-off storage is not required under the following circumstances:

(1) Direct discharge industrial sites; and/or

(2) Non-industrial direct discharge sites 160 acres or less having the following minimum river frontage:

Site Area	***Required Frontage***
0—2 acres	50 feet
Up to 5 acres	100 feet
Up to 10 acres	150 feet
Up to 40 acres	200 feet
Up to 80 acres	350 feet
Up to 160 acres	500 feet

(Res. 02-441, passed 10-17-2002; Res. 02-495, passed 11-21-2002; Res. 04-87, passed 3-17-2004)

Exhibit 8: HEC-RAS Model Results

Table 1: Fox River HEC-RAS Model Results: 100-Year Floodplain Elevations

HEC-RAS Cross Section	Location	Existing 100-Year Elevation	Proposed 100-Year Elevation	Change (ft)
35.841	DS site limits	575.64	575.64	0.00
35.938		575.76	757.75	-0.01
36.050		575.85	575.85	0.00
36.068		575.94	575.96	0.02
36.151	FEMA Sect. W	576.01	576.04	0.03
36.201	US site limits	576.16	576.20	0.04
36.358		576.70	576.74	0.04
36.368	DS of Bridge St.	576.87	576.91	0.04
36.391	FEMA Sect. X	577.10	577.14	0.04

Table 2: Fox River HEC-RAS Model Results: 100-Year Channel Velocities

HEC-RAS Cross Section	Location	Existing 100-Year Velocity (ft/s)	Proposed 100-Year Velocity (ft/s)	Change (%)
35.841	DS site limits	3.17	3.22	1.6
35.938		3.24	3.43	5.9
36.050		3.31	3.44	3.9
36.068		3.18	3.30	3.8
36.151	FEMA Sect. W	4.67	4.79	2.6
36.201	US site limits	4.88	4.88	0.0
36.358		4.87	4.85	-0.4
36.368	DS of Bridge St.	4.00	3.97	-0.7
36.391	FEMA Sect. X	3.33	3.35	0.6

Table 3: Blackberry Creek HEC-RAS Model Results: 100-Year Floodplain Elevations

HEC-RAS Cross Section	Location	Existing 100-Year Elevation	Proposed 100-Year Elevation	Change (ft)
0	Fox River Confluence	573.36	573.36	0.00
275	FEMA Sect. A	574.17	574.18	0.01
558		576.84	576.84	0.00
676		576.84	576.84	0.00
702	DS of River Rd.	576.89	576.88	-0.01
732	US of River Rd.	577.43	577.42	-0.01
1115	FEMA Sect. B	580.73	580.73	0.00

Table 4: Blackberry Creek HEC-RAS Model Results: 100-Year Channel Velocities

HEC-RAS Cross Section	Location	Existing 100-Year Velocity (ft/s)	Proposed 100-Year Velocity (ft/s)	Change (%)
0	Fox River Confluence	5.22	5.22	0.00
275	FEMA Sect. A	11.42	11.46	0.35
558		4.80	4.80	0.00
676		6.48	6.48	0.00
702	DS of River Rd.	6.65	6.65	0.00
732	US of River Rd.	3.83	3.83	0.00
1115	FEMA Sect. B	8.93	8.93	0.00

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BAXTER & WOODMAN Consulting Engineers April 26, 2018

0 335 670 1,340 Feet

COMPENSATORY STORAGE - POTENTIAL OFFSITE LOCATIONS

SOLIDS HANDLING IMPROVEMENTS

Yorkville-Bristol Sanitary District

EXHIBIT 9

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Kendall County, Illinois

Local office

Illinois-Iowa Ecological Services Field Office

(309) 757-5800
(309) 757-5807

Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species

[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

NOT FOR CONSULTATION

Mammals

NAME	STATUS
Indiana Bat Myotis sodalis Wherever found There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Threatened

Insects

NAME	STATUS
Rusty Patched Bumble Bee Bombus affinis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9383	Endangered

Flowering Plants

NAME	STATUS
Eastern Prairie Fringed Orchid Platanthera leucophaea Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/601	Threatened

NOT FOR CONSULTATION

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act

[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

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NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 20 to Jul 31
Dunlin *Calidris alpina arcticola* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds elsewhere
Henslow's Sparrow *Ammodramus henslowii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31

NOT FOR CONSULTATION

King Rail Rallus elegans This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Least Bittern Ixobrychus exilis This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/6175	Breeds Aug 16 to Oct 31
Lesser Yellowlegs Tringa flavipes This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Ruddy Turnstone Arenaria interpres morinella This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Rusty Blackbird Euphagus carolinus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

NOT FOR CONSULTATION

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

NOT FOR CONSULTATION

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

NOT FOR CONSULTATION

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

NOT FOR CONSULTATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Variance Schedule	Days to Complete	Day	Date
B&W meet with YBSD to Review Approach and Prepare	7	Wed	7/14/2021
District Board Approves the Variance Approach		Mon	8/9/2021
1. Informal Meeting with City staff and Engineering (EEI)		**Mon**	**8/9/2021**
2. City provides initial staff comments on whether they will support variances	14	Mon	8/23/2021
3. City staff engages County for County Ordinance variances, if applicable	21	Mon	8/30/2021
4. Meeting with City & County Staff to finalize formal variance request	50	Tue	10/12/2021
5. Formal Variance Submittal		**Fri**	**10/15/2021**
6. Plan Council	**25**	**Tue**	**11/9/2021**
a. City staff and Engineering (EEI)			
7. Economic Development Committee (4 people)		**Tue**	**12/7/2021**
8. Public Notice Deadline	**21**	**Tue**	**12/28/2021**
9. Planning and Zoning Commission (Public Hearing)		**Wed**	**1/12/2022**
Approval process – City:			
10. Planning and Zoning provides Positive or Negative recommendation to City Council	12	Mon	1/24/2022
11. City Council Approval		**Tue**	**1/25/2022**
a. If positive recommendation received from Planning and Zoning, majority needed for approval			
b. If negative recommendation received from Planning and Zoning, super majority needed for approval			
Approval process – County:			
10. Planning and Zoning provides recommendations to County Board and Director.	0	Tue	1/25/2022
11. County Board grants variance, grants modified variance, or denies variance within 45 days of receiving written recommendations	**45**	**Fri**	**3/11/2022**

Memorandum

To: Planning and Zoning Commission
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: November 29, 2021
Subject: **PZC 2021-07 YBSD Expansion (Variance)**
Stormwater Management, Landscape & Zoning Ordinance Variances

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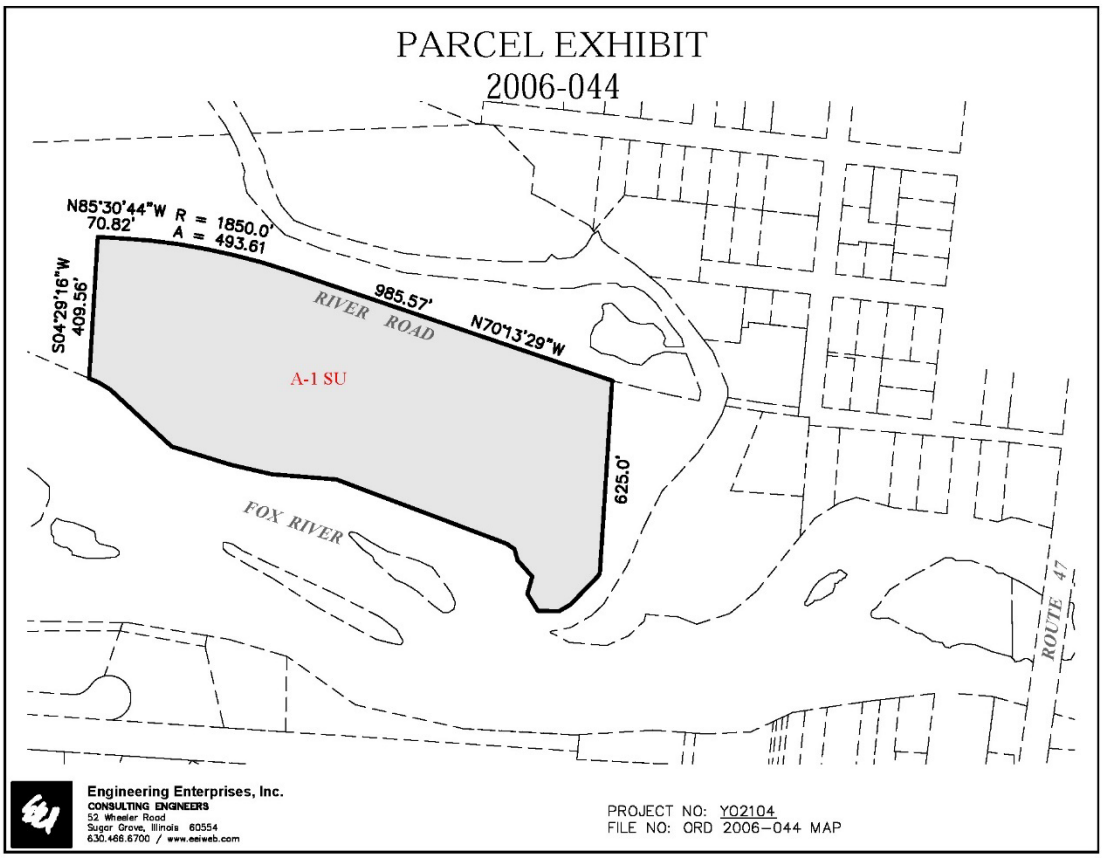
Summary:

The petitioner, Yorkville Bristol Sanitary District (YBSD), is seeking a variance to the Kendall County Stormwater Ordinance (adopted by the United City of Yorkville) related to detention and compensatory storage. Additionally, YBSD is also seeking variances to the United City of Yorkville's Landscape Ordinance related to tree preservation and replacement and the Zoning Ordinance related to building setback reduction. The requested variances are needed to allow for the future expansion and construction of additional wastewater treatment structures located on approximately 21 acres immediately west of the current operation at 304 River Street.

Property Background:

The approximately 21-acre subject property is currently undeveloped and situated just west of the existing YBSD facility located at 304 River Street. While this property was annexed first in 2006 and rezoned A-1 Agricultural District with a Special Use for a public sanitary water treatment facility (Ord. 2006-44), the actual sanitary operations occur on the east parcel which was annexed in 2007



(Ord. 2007-30). The 2007-30 Ordinance also approved a ten (10) foot yard setbacks from all property lines in the A-1 district for the current facility.

The following are the zoning and land uses for the parcels adjacent to the subject property:

	Zoning	Land Use
North	A-1 Agriculture (Unincorporated Kendall County)	Open Space
East	A-1 Agricultural District (Special Use)	Yorkville-Bristol Sanitary District (YBSD) Current Wastewater Treatment Facility
South	OS-1 Open Space (Passive)	Open Space Fox River
West	A-1 Agriculture (Unincorporated Kendall County)	Open Space

Proposed Project:

As stated in the petitioner's application, the Yorkville Bristol Sanitary District (YBSD) and the United City of Yorkville have collaborated over the past fifteen (15) years to ensure that the wastewater treatment facility can adequately serve the City's current development and future population growth. This included the adoption of a facility planning area (FPA) and reserving the 21-acre subject property for further expansion of the operation, when needed.

Since 2014, YBSD has steadfastly conducted assessments of its space and capacity needs to meet the more stringent regulations on its treatment processes while continuing to provide wastewater treatment services for the residents and businesses within its territory. The YBSD planning area encompassing not only the United City of Yorkville, but portions of unincorporated Bristol and Kendall Townships. With the continued uptick in new residential construction over the past 5 years and increase in population by approximately 21.4% between the 2010 and 2020 decennial census, YBSD has determined the time has arrived to move forward with the facility expansion.

Although a full expansion site plan has not been provided as part of this application, the proposed improvements will consist of approximately 641,000 square feet of development and 440,000 square feet of new impervious surfaces such as tanks, pipes, platforms, and other structures. To maximize the capacity for onsite treatment, variances are sought to the (1) stormwater detention, (2) compensatory storage, and (3) tree preservation and replacement requirements which, if applied, would significantly limit the footprint of the proposed expanded facility.

Variance Requests:

The following is a summary of the four (4) variances requested by YBSD related to the proposed facility expansion:

Stormwater Detention

In 2012, the city adopted the Kendall County Stormwater Management Ordinance to require all development, stormwater management activities, soil erosion control practices and floodplain measures within Yorkville are subject to and comply with the county's regulations. The City of Yorkville is authorized to review and approve plans according to the regulations of the ordinance, this includes the consideration of variances.

Per Section 203 of the Kendall County Stormwater Management Ordinance, non-residential developments equal to or greater than three (3) acres that result in more than 45,000 square feet of

development or 32,000 square feet of impervious area must provide onsite stormwater detention. The proposed expansion will exceed all stated thresholds. ***Therefore, YBSD is requesting a full waiver of the stormwater detention requirement based on the following***:

1. The stormwater runoff generated from the proposed development area will discharge directly to the Fox River and Blackberry Creek with no impact to downstream properties.
2. The proposed development is significantly smaller than the total watershed area (21 acres of 2,138 square miles).
3. The estimated timing of the YBSD facility's peak stormwater discharges is unlikely to coincide with the highest flows and flood elevations along the Fox River and Blackberry Creek waterways.
4. The proposed implementation of best management practices such as vegetative swales, buffer strips, and sediment traps which will treat the discharges to the Fox River and Blackberry Creek and mitigate potential reduction of water quality.
5. To avoid the potential removal of valuable riparian vegetation and critical habitat for the endangered Indiana bat located on the subject property.

The City Engineer, EEI, has reviewed the request for full waiver of stormwater detention requirements for the project and **supports granting the request.**

Compensatory Storage

Similar to the stormwater detention regulations, the compensatory storage requirements are part of the Kendall County Stormwater Management Ordinance adopted by Yorkville. Per Section 403, the ordinance states that hydraulically equivalent compensatory storage must be provided for fills within the regulatory floodplain. In order to maximize the property's land area to accommodate critical wastewater treatment operations, ***YBSD is requesting a full waiver of the compensatory storage requirements, onsite or downstream of the property, based on the following:***

1. There would be no structures impacted by the regulatory floodplain along the Fox River in the area immediately downstream of the proposed improvements.
2. The minor loss of flood storage resulting from the proposed fill is small, relative to the total flood storage of the Fox River and will not impact any downstream structures during the 100-year flood.
3. A dam is located upstream of the subject property which provides some hydraulic control of flood profiles, creates upstream flood storage, and reduces the impacts of proposed fill within the project limits.
4. The hydraulic modeling demonstrated that the proposed improvements meet the applicable regulatory standards of the Illinois Department of Natural Resources (IDNR) requirements for floodway constructions without the need for compensatory storage.
5. Several offsite compensatory storage locations were explored, however, these areas had major feasibility concerns or negative impacts such as requiring additional tree removal and/or additional loss of usable land.

The City Engineer, EEI, has reviewed the request for full waiver of compensatory storage requirements for the project and **supports granting the request.**

Tree Preservation and Replacement

The United City of Yorkville's Landscape Ordinance requires any new development on five (5) or more acres to make every reasonable effort to retain existing trees with a four inch (4") DBH (diameter breast height) or greater through the integration of those trees into the landscape of the proposed site plan. In addition, critical areas such as floodplains, steep slopes and wetlands should be left in their natural condition or only partially cleared. Cutting and filling in the vicinity of valuable trees should be minimal, according to the regulations of the Landscape Ordinance. Whenever trees are removed, specific criteria for replacement is provided within the ordinance.

As stated previously, the petitioner desires to maximize the buildable area of the subject property for critical wastewater treatment operations. ***Therefore, YBSD is seeking full waiver of the tree preservation and replacement requirements based on the number of trees to be removed/replaced (approximately 1,500) would make the proposed facility expansion site plan unachievable.***

The City Engineer, EEI, and the Community Development Director have reviewed the request for full waiver of the tree preservation and replacement requirements for the project and **supports granting the request subject to the following:**

1. The submittal of tree survey which shall include the following:
    a. The location of all trees four inches (4") in caliper or greater within one hundred feet (100') of any tree proposed to be removed, including a description of the tree(s), botanical name, common name, caliper size and general condition or health of the tree(s). The survey shall be completed by an International Society of Arboriculture certified arborist or Illinois Department of Natural Resources Consultant Forester, or other qualified professional as approved in writing by the Community Development Director.
    b. Delineation of trees to be removed and trees to be preserved, if any.
    c. Details and specifications or procedures to be used to protect trees being preserved, if any.
2. The submittal of a landscape plan of the subject property, at time of building permit application, illustrating the buildings, structures, or any other applicable improvements.

Building Setback Reduction

Below are the current density and bulk regulations for the A-1 Agricultural District in Yorkville:

Zone	District	Max. Density	Min. Lot Size	Min. Lot Width	Max. Lot Coverage	Setbacks	Max. Building Height
A-1	Agricultural	-	-	-	-	100' Min. Front	80' (100' for silos)
						50' Min Side	
						0' Transitional Yard	
						0' Min. Rear	

While the special use authorization for the existing YBSD facility approved via Ord. 2007-30 provided for a reduced yard setback of ten feet (10') from all property lines, the subject property's special use authorization (Ord. 2006-44) does not provide any relief related to yard setbacks for buildings or structures. Since the proposed facility expansion intends to maximize the buildable area of the site, ***YBSD is seeking a reduction in the yard setbacks for the subject property to ten feet (10") from all property lines to remain consistent with their existing facility located to the east.***

The Community Development Director has reviewed the request for a reduction in yard setback requirements to ten feet (10') from all property lines for the project. Since both parcels are owned by the same entity, the City can consider both as a single zoning lot, therefore the continuation of the setback would be consistent with the previously approved special use and staff **supports granting the request.**

Review Process:

Per Article 9. Variances of the Kendall County Stormwater Management Ordinance (adopted by the City of Yorkville), applications for variances require approval from both the certified community and the County. Therefore, when Yorkville staff conducted a Plan Council meeting to assess the technical aspects of the proposed stormwater detention and compensatory storage variances, we included Kendall County staff. Attached are minutes from that November 9, 2021 meeting.

YBSD has simultaneously applied for variance approval with Kendall County. WBK Engineering, engineering consultant for Kendall County, has reviewed the plans and have no objections to the findings of EEI or the City's recommendation for stormwater variance approval. However, the County will wait for Yorkville's City Council determination prior to advancing to their board.

Standards for Granting a Variance:

The Planning and Zoning Commission must base its decision to vary, or recommend varying, the Petitioner's request for relief of the Stormwater Management Ordinance regulations upon the following standards (Section 904):

1. The variance will not increase the probability of flood damage or create an additional threat to the public health, safety, or welfare.
2. The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section of this Ordinance.
3. The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.
4. The variance is not requested solely for the purpose of reducing site runoff storage requirements.
5. The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.
6. The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands, and natural floodplain storage.
7. Variances shall not be issued by the permitting agency within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

8. Variances may be issued by the permitting agency for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the following procedures of this section.

In addition, the Zoning Ordinance requires the following standards be met for a variance (Section 10-4-7-C):

1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out.

2. The conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classification.

3. The alleged difficulty or hardship is caused by this title and has not been created by any person presently having an interest in the property.

4. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger to the public safety, or substantially diminish or impair property values within the neighborhood.

6. The proposed variation is consistent with the official comprehensive plan and other development standards and policies of the city.

The petitioner has provided responses to all these standards listed above in their application materials which is requested to be entered into the record.

Staff Comments:

As stated, staff is supportive of the requested variances to the Stormwater Management Ordinance, Landscape Ordinance and Zoning Ordinance for the future expansion of the Yorkville Bristol Sanitary District (YBSD) wastewater treatment operations. We believe the ability for the sanitary district to provide the treatment of the increasing sewage flow produced by existing and future residential, commercial, and industrial land uses in Yorkville is critical to our growth. Further, the proposed variances would not create any substantial hardships to the environment, adjacent landowners, or downstream structures.

Finally, the 2016 Comprehensive Plan's future land use designation for this property is Institutional. The Institutional land use classification allows land owned or used by public or quasi-public entities to plan accordingly for future location and expansion of such facilities. The proposed Yorkville Bristol Sanitary District's expansion plan is consistent with the Comprehensive Plan.

PROPOSED MOTIONS:

The following four (4) motions should be considered by the Planning and Zoning Commission separately for each variance request:

1. ***Stormwater Detention***

   In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 7 - Stormwater and Floodplain Regulations (Section 203.1.b of the Kendall County Stormwater Management Ordinance as adopted by the United City of Yorkville) granting full relief of the stormwater detention requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

2. ***Compensatory Storage***

   In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 7 - Stormwater and Floodplain Regulations (Section 403.a of the Kendall County Stormwater Management Ordinance as adopted by the United City of Yorkville) granting full relief of the compensatory storage requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

3. ***Landscape Ordinance***

   In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 8 – Building Regulations, Chapter 12 - Landscape Ordinance of the Yorkville City Code granting full relief of the tree preservation and replacement requirements for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

4. ***Building Setback***

   In consideration of testimony presented during a Public Hearing on January 12, 2022 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a requested variance to Title 10 – Zoning, Chapter 7 – Dimensional and Bulk Requirements of the Yorkville City Code granting a reduction of yard setbacks in the A-1 Agricultural Zoning District to 10' from all property lines for a future wastewater treatment facility to be located on the 21-acre parcel immediately west of 304 River Street and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Attachments:

1. Petitioner Application (with attachments)
2. Plan Council meeting minutes 11-9-21
3. EEI Review Letter dated 11-8-21
4. WBK Engineering Letter dated 11-30-21
5. Ordinance 2006-44
6. Ordinance 2007-30
7. Public Hearing Notice

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 VARIANCE

INTENT AND PURPOSE

The purpose of a variance is to provide relief from certain regulations of the zoning ordinance to permit the use of land in a way that is not otherwise permitted under the ordinance. A variance is granted when the terms of the zoning ordinance, if literally applied, would create an unreasonable hardship on the landowner, making the property virtually useless.

This packet explains the process to successfully submit and complete an Application for a Variance Request. It includes a detailed description of the process, outlines required submittal materials, and contains the application for variance.

For a complete explanation of what is legally required throughout the Variance Request process, please refer to "Title 10, Chapter 4, Section 7 Variations" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1
APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☐ One (1) original signed and notarized application.
- ☐ Legal description of the property in Microsoft Word.
- ☐ Three (3) copies each of exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☐ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☐ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☐ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2
PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

This step is dependent on the complexity of the request and may be skipped at the discretion of staff.

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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APPLICATION FOR VARIANCE

STEP 3
ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed request to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4
PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council.

If the variance request adheres to any of the following standards then the variance may be granted by the Planning and Zoning Commission without City Council approval:

- ☐ Reducing a required setback by no more than twenty-five percent (25%).
- ☐ Reducing the lot width or lot size regulation not less than ninety percent (90%) of the required width or area.
- ☐ Permitting the same off street parking spaces for two or more uses provided each use does not take place at approximately the same hours of the same days of the week.
- ☐ Reducing the required off street parking spaces or loading spaces by no more than one (1) or twenty percent (20%) of the regulations (whichever is greater).
- ☐ Increasing by not more than twenty-five percent (25%) the maximum distance that required parking spaces are permitted to be located from the use served.
- ☐ Allowing for the deferment of required parking facilities for a reasonable period of time as specified in the variance.
- ☐ Increasing no more than ten percent (10%) the maximum gross floor area of any use so limited by the applicable regulations.
- ☐ If eminent domain by any authorized government agency results in exceeding one of the previously listed variance requests.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5
CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

This step may be skipped if the variance request adheres to the authorized requests listed above.

The petitioner will attend the City Council meeting where the recommendation of the variance will be considered. City Council will make the final approval of the variance. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

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APPLICATION FOR VARIANCE

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

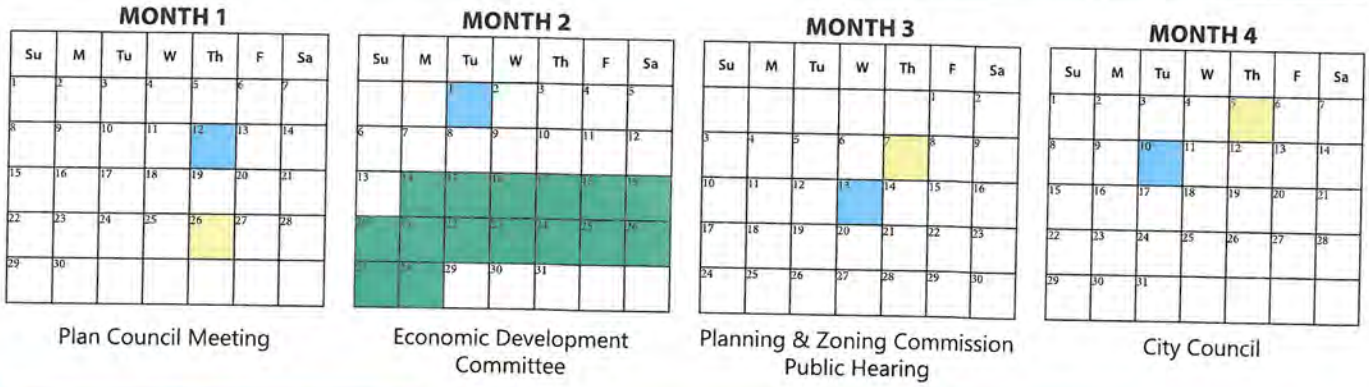
PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

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APPLICATION FOR VARIANCE

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR VARIANCE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☒ Annexation ☐ Plan ☒ Plat ☐ P.U.D.	$500.00 $500.00 $500.00 $500.00	Total: $
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee* _____ - 5 = _____ x $10 = _____ + $200 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres _____ - 5 = _____ x $10 = _____ + $250 = $ _____ # of Acres / Acres over 5 / Amount for Extra Acres / Total Amount		Total: $
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre ☐ Over 1 acre, less than 10 acres ☐ Over 10 acres, less than 40 acres ☐ Over 40 acres, less than 100 acres ☐ Over 100 acres	$5,000.00 $10,000.00 $15,000.00 $20,000.00 $25,000.00	Total: $ Fees Waived
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use: ☐ Less than 2 acres ☒ Over 2 acres, less than 10 acres ☐ Over 10 acres	$1,000.00 $2,500.00 $5,000.00	Total: $ Fees Waived
	TOTAL AMOUNT DUE:		0

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APPLICATION FOR VARIANCE

DATE:	PZC NUMBER:	DEVELOPMENT NAME:

PETITIONER INFORMATION

NAME: Yorkville-Bristol Sanitary District
COMPANY: Yorkville-Bristol Sanitary District
MAILING ADDRESS: 304 River St.
CITY, STATE, ZIP: Yorkville, IL 60560
TELEPHONE: ◉ BUSINESS ○ HOME 630-553-7657
EMAIL: office@ybsd.org
FAX: 630-553-7554

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Yorkville-Bristol Sanitary District

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 304 River St.

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:
The property to the west of Blackberry Creek and to the south of River Road.

CURRENT ZONING CLASSIFICATION: A-1 with special use for sanitary district water treatment facility

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: Not in Facility Planning area (no zoning designation)
EAST: Ex. wastewater treatment plant - R-1
SOUTH: Fox Fiver
WEST: Not in Facility Planning area (no zoning designation)

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-32-231-008			

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 VARIANCE

ATTORNEY INFORMATION	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Brent W. Perz	COMPANY: Baxter & Woodman, Inc.
MAILING ADDRESS: 8678 Ridgefield Road	
CITY, STATE, ZIP: Crystal Lake, IL 60012	TELEPHONE: 815-444-4403
EMAIL: bperz@baxterwoodman.com	FAX: NA
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Anthony Bianchin	COMPANY: Baxter & Woodman, Inc.
MAILING ADDRESS: 8678 Ridgefield Road	
CITY, STATE, ZIP: Crystal Lake, IL 60012	TELEPHONE: 815-444-4456
EMAIL: abianchin@baxterwoodman.com	FAX: NA

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

VARIANCE STANDARDS

PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.

Variance is consistent with Official Comprehensive Plan. See Variance Request Report for specific standards.

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 VARIANCE

VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

Request 1: Waiver of United City of Yorkville and Kendall County site runoff storage requirements (Section 203.1.b. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

Request 2: Waiver of United City of Yorkville and Kendall County compensatory storage requirements (Section 403.a. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

Request 3: Waiver of United City of Yorkville tree replacement requirements (Sections H.1.b.i.1,3 and H.2.a-d of the United City of Yorkville's Landscaping Ordinance (excerpt of Ordinance included in Exhibit 2))

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL CONDITIONS OF THE SPECIFIC PROPERTY INVOLVED, A PARTICULAR HARDSHIP TO THE OWNER WOULD RESULT, AS DISTINGUISHED FROM A MERE INCONVENIENCE, IF THE STRICT LETTER OF REGULATIONS WAS CARRIED OUT:

Providing wastewater treatment for YBSD's ultimate facility planning area population will require development of nearly the entire project site, and the required stormwater detention facilities and compensatory storage cannot be provided onsite without significantly reducing the footprint available for treatment facilities. The reduction of footprint for wastewater treatment facilities will reduce total population that can be served from the west side property. The reduced area would not be able to accommodate the potential future FPA population. This would limit the future growth within the Potential Facility Planning Area.

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

This property is zoned A-1 with special use for sanitary district water treatment facility. This site is planned to provide wastewater treatment for the existing and future population of Yorkville-Bristol Facility Planning Area. Other properties zoned A-1 are not planned to provide the existing and future wastewater treatment for Yorkville-Bristol.

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

The hardship caused not not granting a variance would be that the United City of Yorkville could not accommodate the potential future Facility Planning Area population. This means that the United City of Yorkville would need to stop growth prior to the Facility Planning Area being fully developed.

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 VARIANCE

VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE FROPERTY IS LOCATED:

See the Variance Reques: Report for detailed explanation of why granting the variance will not be detrimental to public welfare

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

The Variance is not changing zoning or land use and will have not affect the supply of light or air to adjacent properties. The Variance will not increase traffic or increase danger to public safety. The Variance is not changing zoning or land use therefore will not diminish property values.

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.

N/A
PETITIONER SIGNATURE

DATE

OWNER HEREBY AUTHORIZESTHE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THEPROPERTY.

OWNER SIGNATURE

10/12/2021
DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

ADAM FELTES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 13, 2025

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 304 River St.

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: Cyrus McMains	COMPANY: Yorkville-Bristol Sanitary Disctrict
MAILING ADDRESS: 304 River St.	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-7657
EMAIL: office@ybsd.org	FAX: 630-553-7554

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.

Cyrus McMains
PRINT NAME

Executive Director
TITLE

SIGNATURE*

10/12/2021
DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, _____, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20____.

_____
Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public

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 PUBLIC HEARING SIGN

PERMIT NUMBER:	**DATE/TIME RECEIVED:**
SITE ADDRESS:	PARCEL NUMBER:
SUBDIVISION:	LOT/UNIT:

APPLICANT INFORMATION

NAME: Yorkville-Bristol Sanitary Distict	TELEPHONE: ○ HOME ◉ BUSINESS 630-553-7657
ADDRESS: 304 River St.	E-MAIL: ○ HOME ◉ BUSINESS office@ybsd.org
CITY, STATE, ZIP: Yorkville, IL 60560	FAX: 630-553-7554

SIGN INFORMATION

DATE OF PICK UP:	NUMBER OF SIGNS:
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:

The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.

Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of $50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.

Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.

SIGNATURE/AUTHORIZED AGENT

10/12/2021
DATE

DATE RETURNED: _____

RECEIVED BY: _____ PZC# _____

SURVEY AND EASEMENT EXHIBIT A

LEGAL DESCRIPTION - WEST SITE

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON STAKE ON THE CENTERLINE OF RIVER ROAD, WHICH MONUMENTS THE WEST LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, RECORDED IN BOOK 76, PAGE 350;
THENCE NORTH 70°13'29" WEST ALONG SAID CENTERLINE, 985.57 FEET;
THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING ALONG A TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 1850.0 FEET, AN ARC DISTANCE OF 493.61 FEET;
THENCE NORTH 85°30'44" WEST ALONG SAID CENTERLINE, 70.82 FEET;
THENCE SOUTH 04°29'16" WEST, 409.56 FEET TO THE NORTHERLY BANK OF THE FOX RIVER;
THENCE EASTERLY ALONG SAID NORTHERLY BANK, TO THE SAID WEST LINE OF THE TRACT CONVEYED TO THE STATE OF ILLINOIS;
THENCE NORTHERLY ALONG SAID WEST LINE, 625.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

LEGAL DESCRIPTION - EAST SITE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON STAKE AT THE NORTHWEST CORNER OF YORK VALLEY CONDOMINIUM, YORKVILLE, KENDALL COUNTY, ILLINOIS, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT NO. 77-7836;
THENCE WESTERLY ALONG THE SOUTHERLY LINE OF RIVER STREET, 90.50 FEET TO THE WESTERLY LINE OF LOT 7 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 84 AND THE EASTERLY LINE OF A TRACT CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, HIS WIFE, RECORDED IN BOOK 76, PAGE 350;
THENCE NORTHERLY ALONG SAID EASTERLY LINE WHICH FORMS AN ANGLE OF 91°46'00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 9.89 FEET TO A NORTHEASTERLY CORNER OF SAID WILLIAMS TRACT, SAID TO BE ON THE CENTERLINE OF RIVER ROAD, FOR THE POINT OF BEGINNING;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE, 497.21 FEET;
THENCE SOUTHWESTERLY ALONG A SOUTHEASTERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 124°41'30" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 130.68 FEET;
THENCE WESTERLY ALONG A SOUTHERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 161°45'00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 77.22 FEET;
THENCE WESTERLY ALONG A SOUTHERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 164°15'00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 300.96 FEET;
THENCE NORTHWESTERLY ALONG A SOUTHEASTERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 148°30'00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 104.94 FEET;
THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID WILLIAMS TRACT, 642.84 FEET TO AN IRON STAKE IN THE CENTER OF RIVER ROAD, SAID TO BE 291.72 FEET (4.42 CHAINS) WEST TO THE WEST END OF BLACKBERRY BRIDGE;
THENCE EASTERLY ALONG THE CENTERLINE OF RIVER ROAD, 610.82 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

N

50 0 50 100

Scale 1" = 50'

(N 85°30'44" W Rec.)
N 86°05'25" W
70.82'

S 86°05'25" E
70.82'

R=1850.00' A=493.61'

R=1810.00' A=492.93'
Ch=S 78°26'48" E 491.50'

(409.56' Rec.) S 04°29'16" W

No formal dedication found

985.57' Rec. (N 70°13'29" W Rec.) N 70°48'10" W Meas.

40' Right-of-Way dedicated as per Doc. 2007000032380

894.45' S 70°48'10" E

40'

66'

WEST SITE

Approximate Northerly Bank of Fox River

Approximate Northerly Bank of Fox River

R=1540.08' A=95.35'
Ch=S 72°34'35" E 95.34'

R=1540.08' A=91.51'
Ch=S 76°03'09" E 91.50'

40' Right-of-Way dedicated as per Doc. 2007000032380

140.00' S 77°45'17" E

Right-of-Way dedicated as per Doc. 2012000000743

(610.82' Rec.) S 78°28'48" E

80.87' S 77°46'17" E

Grant of Easement to Commonwealth Edison Company along the North side of property as per Doc. 2013000008940

No formal dedication found

293.26' S 78°28'48" E

"Permit" for a pole line was granted to the Public Service Company of Illinois from Carrie, Mary C. & Emily Knight dated April 29, 1913 and recorded in Book 65, Page 412

West Line of a tract of land conveyed to the State of Illinois by deed from Clarence S. Williams and Mary E. Williams, his wife, recorded in Book 76, Page 350

East Line of a tract of land conveyed to the State of Illinois by deed from Clarence S. Williams and Mary E. Williams, his wife, recorded in Book 76, Page 350

N 00°28'48" W
(642.84' Rec.)

(625.0' Rec.) (N 00°05'53" E Rec.) N 00°28'48" W

EAST SITE

S 00°12'42" W
(497.21' Rec.)

Approximate location of a 20' wide Northern Illinois Gas Company Gas Main Easement, recorded October 18, 1967 in Book 157, Pages 567-569 (Precise location of easement is described to follow the facilities as installed) Location of gas main as per as-constructed plans (dated 2001/2009), location differs from the approximate location as shown in the sketch of the easement document.

(104.94' Rec.) N 56°59'48" W

(300.96' Rec.) N 88°28'48" W

(77.22' Rec.) S 75°46'12" W

(130.68' Rec.) S 57°31'12" W

BAXTER & WOODMAN Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

Exhibit B – Adjoining or contiguous landowners within 500 feet of the property

Print using Adobe® Reader®'s "Actual size" setting

YORKVILLE BRISTOL SAN DISTRICT
304 RIVER ST
YORKVILLE, IL, 60560

RICHARD O & A SPECKMAN
203 KING ST
YORKVILLE, IL, 60560

(JAYCEES PARK) UNITED CITY OF THE VILLAGE OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL, 60560

YOUTH CAMP ASSOC DIST 12 & 13
PO BOX 331
LEMONT, IL, 60439

KURT W & MEGAN J GESSLER
406 W CENTER ST
YORKVILLE, IL, 60560

CHAD KELLY
306 W MAIN ST
YORKVILLE, IL, 60560

YORKVILLE BRISTOL SAN DISTRICT
304 RIVER RD
YORKVILLE, IL, 60560

YOUTH CAMP ASSOC DIST 12 & 13 PNA
PO BOX 331
LEMONT, IL, 60439

GATES FAMILY TRUST
% GARY A & PHYLLIS D GATES
309 W MAIN ST
YORKVILLE, IL, 60560

YORKVILLE BRISTOL SAN DISTRICT
304 RIVER ST
YORKVILLE, IL, 60560

YORKVILLE BRISTOL SAN DISTRICT
304 RIVER STREET
YORKVILLE, IL, 60560

FRANCO & COSIMA TANZI
603 RIVER BIRCH
YORKVILLE, IL, 60560

UNITED CITY OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL, 60560

UNITED CITY OF THE VILLAGE OF YORKVILLE
800 GAME FARM RD
YORKVILLE, IL, 60560

YORKVILLE BRISTOL SAN DISTRICT
304 RIVER RD
YORKVILLE, IL, 60560

FRANCO & COSIMA TANZI
603 RIVER BIRCH
YORKVILLE, IL, 60560

GATES FAMILY TRUST
% GARY A & PHYLLIS D GATES
309 W MAIN ST
YORKVILLE, IL, 60560

ILLINOIS RAILWAY INC
C/O REAL ESTATE DEPT
252 CLAYTON ST 4TH FLR
DENVER, CO, 80206

YOUTH CAMP ASSOC DIST 12 & 13 PNA
PO BOX 331
LEMONT, IL, 60439

THOMAS C & FERRIS KELLY
302 W MAIN ST
YORKVILLE, IL, 60560

YBSD
YORKVILLE-BRISTOL
SANITARY DISTRICT

September 24, 2021

Community Development Department
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

RE: Application for Variance Fee Waiver Request

To whom this may concern,

This letter is a request for a waiver of all fees associated with the Application for Variance. It is my understanding that these fees were created for private/commercial/industrial entities and not meant for another governmental entity. The Yorkville-Bristol Sanitary District (YBSD) is a governmental entity that shares much of the same user base with the City of Yorkville. Therefore, any fees assigned to YBSD will effectively result in the local citizens paying themselves a fee. As such, the YBSD kindly requests a waiver of the fees for this variance submittal process. The YBSD greatly appreciates the time and consideration provided by the City of Yorkville in this matter.

Please feel free to contact me with any questions regarding this matter.

Respectfully Submitted,

Cyrus W. McMains, PE
Executive Director | YBSD

Attachment: None

CC: File

Cyrus W. McMains, PE
Executive Director
304 River Street, Yorkville, IL 60560
(630) 553-7657 | www.ybsd.org

Yorkville Bristol Sanitary District

Variance Request

YBSD
YORKVILLE-BRISTOL
SANITARY DISTRICT

Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

August 9, 2021

Yorkville Bristol Sanitary District
Variance Request
TABLE OF CONTENTS

Section — Page No.

1. INTRODUCTION 3

2. ORDINANCES 5

   2.1 Stormwater Detention Ordinance for Kendall County 5
   2.2 Compensatory Storage Ordinance for Kendall County 5
   2.3 Tree Replacement Standards, Landscaping Ordinance for City of Yorkville 5

3. VARIANCE REQUESTS 6

   3.1 Stormwater Detention 6
   3.2 Compensatory Storage 8
   3.3 Tree Replacement 10

4. OFFSITE COMPENSATORY STORAGE 11

5. CONCLUSION 11

LIST OF EXHIBITS

Exhibit
1 – Kendall County Stormwater Ordinance
2 – United City of Yorkville Landscaping Ordinance
3 – Fox River Tributary Drainage Area
4 – Blackberry Creek Tributary Drainage Area
5 – Project Area
6 – Downstream Structures
7 – Will County Detention Exemptions
8 – HEC-RAS Model Results Table
9 – Offsite Compensatory Storage Locations
10 – U.S. Fish & Wildlife Service Report

1. INTRODUCTION

The Yorkville-Bristol Sanitary District (YBSD) and the United City of Yorkville have been working together for the last 15-years to ensure that west side property is available for the wastewater treatment facility to serve the ultimate facility planning area (FPA) population. In 2005, YBSD completed a Facility Planning Report that demonstrated the need for additional space for the wastewater treatment facility to serve the potential future facility planning area population.

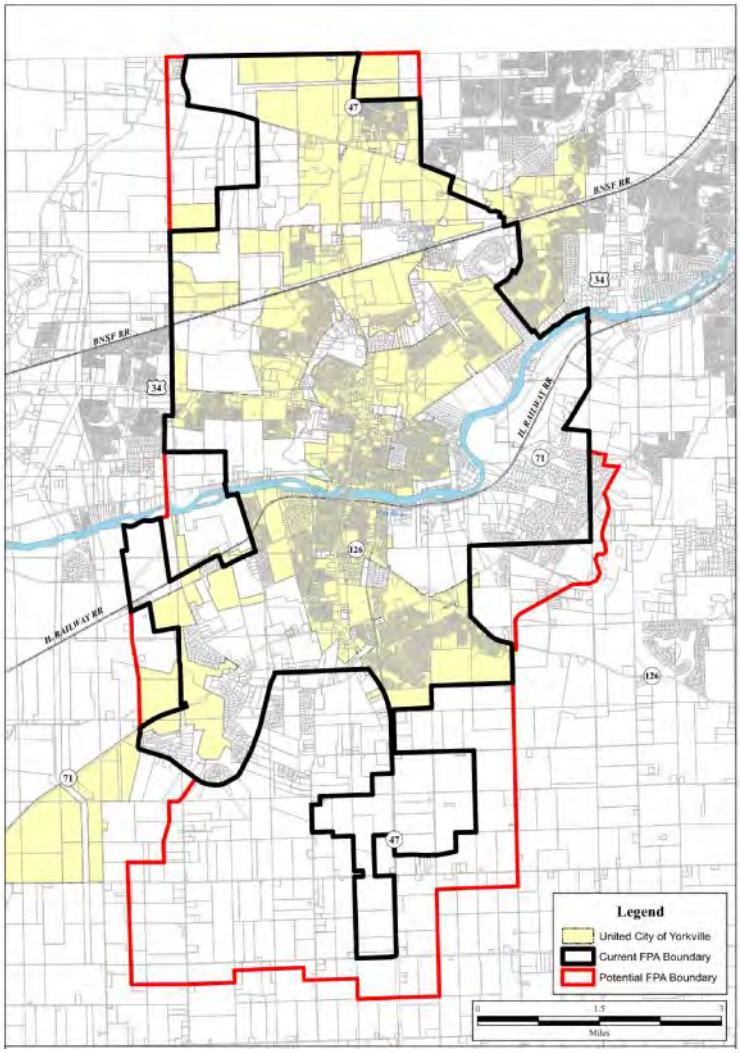
In 2006, YBSD prepared an annexation agreement that annexed the west side property into the United City of Yorkville, Kendall County, Illinois. The United City of Yorkville City Council unanimously approved the annexation, Ordinance No. 2006-43. YBSD also rezoned the west side property to A-1 with special use for sanitary water treatment facilities. The City Council followed the recommendation from the Plan Commission and unanimously approved Ordinance No. 2006-44. These two ordinances provided the space and zoning required to provide the wastewater treatment capacity for the potential future FPA population on a single site.

In 2014, YBSD completed a Phosphorus Removal Feasibility Report to determine the costs, treatment processes and space required to meet future effluent phosphorus limits. This report further reinforced the need for the west side property.

In 2018, YBSD completed a wetland delineation of the west side property to determine the sensitive environmental areas and the areas that could be used for wastewater treatment.

YBSD is currently completing the stormwater permitting and regulatory requirements that are needed to allow the west side property to be utilized for wastewater treatment. YBSD also just completed the preliminary design of the 1st phase of improvements that would be located on the west side property.

YBSD's mission is to provide wastewater treatment services for residents within its facility planning area, namely, the United City of Yorkville, Illinois, the county seat of Kendall County. The Facility Planning Reports, Annexation Ordinance, Rezoning Ordinance and wetland delineation were completed to allow wastewater treat of the potential future facility planning area population at a single site on the west side of Blackberry Creek. The YBSD FPA encompasses the United City of Yorkville and portions of the unincorporated areas of Bristol and Kendall Townships within Kendall County. The current and future potential FPA boundaries are shown below.



Providing wastewater treatment for YBSD's ultimate facility planning area population will require development of nearly the entire project site, and the required stormwater detention facilities and compensatory storage cannot be provided onsite without significantly reducing the footprint available for treatment facilities. The reduction of footprint for wastewater treatment facilities will reduce total population that can be served from the west side property. The reduced area would not be able to accommodate the potential future FPA population. As such, the YBSD is requesting variances from the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville, and from the City of Yorkville's Landscaping Ordinance in accordance with Article 9 of the Kendall County Stormwater Management Ordinance.

- Kendall County Stormwater Management Ordinance (Section 203 and Section 403), as adopted by United City of Yorkville – Ordinance No. 2012-56
- United City of Yorkville Landscape Ordinance (Section 8-12-2.H) – Ordinance No. 2009-42

2. ORDINANCE REQUIREMENTS

2.1 Stormwater Detention Requirements for Kendall County

Section 203 of the Kendall County Stormwater Management Ordinance, as adopted by the City of Yorkville, requires stormwater detention for non-residential developments on properties of contiguous ownership that are equal to or greater than three (3) acres and resulting in more than 45,000 square feet of development or 32,000 square feet of impervious area. The planned improvements, consisting of approximately 641,000 square feet of development and 440,000 square feet of new impervious area, exceed both of these thresholds, and therefore Ordinance site runoff storage requirements are applicable. Stormwater storage volume must be provided such that the 100-year, 24-hour release rate does not exceed 0.15 cubic feet per second (cfs) per acre of hydrologic disturbance, and the 2-year, 24-hour release rate does not exceed 0.04 cfs per acre.

2.2 Compensatory Storage Requirements for Kendall County

Section 403 of the Ordinance requires that hydraulically equivalent compensatory storage be provided for fills within the regulatory floodplain. The total compensatory storage volume must be equal to or greater than the flood fringe storage volume displaced. To the greatest extent practicable, storage volume displaced below the 10-year existing flood profile must be replaced below the proposed 10-year flood profile, and storage displaced between the existing 10- and 100-year flood profiles but be replaced between the proposed 10- and 100-year flood profiles.

2.3 Tree Preservation and Replacement Standards for the United City of Yorkville

Compensatory storage and stormwater detention requirements will necessitate significant tree removal. Per Section 8-12-2.H of the United City of Yorkville's Code of Ordinances, tree removal should be avoided within floodplains, filling near valuable trees should be minimal, and removal requirements include replacement according to **Table 1**.

Table 1: Tree Replacement Standards, Landscaping Ordinance for the City of Yorkville

Caliper (inches) of tree to be removed	Number of replacement trees
30 or greater	6
13-29	5
8-12	4
4-7	2

3. VARIANCE REQUESTS

The variance requests are organized according to the variance standards as described in Section 904 of the Kendall County Stormwater Ordinance as adopted by the United City of Yorkville.

3.1 Stormwater Detention

Request 1: Waiver of United City of Yorkville and Kendall County site runoff storage requirements (Section 203.1.b. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	Stormwater runoff from the proposed development area discharges directly to the Fox River and Blackberry Creek, with no downstream properties impacted prior to discharge into these waterways. The proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (**Exhibits 3-5**). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing detention would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility. Furthermore, the orientation of the YBSD property is such that there is significant waterway frontage, with grades naturally flowing to the Fox River and Blackberry Creek. Draining all site stormwater runoff to detention facilities may be difficult or impossible to achieve while providing a suitable treatment facility plan. Other counties in Illinois have detention exemptions for such developments. For example, the Will County Stormwater Management Ordinance (55.020 (C)(2)) provides an exemption for properties that meet the minimum river frontage requirement (**Exhibit 7**). With over 1,500 feet of river frontage and

		less than 20 acres of proposed development, this project site would easily qualify for Will County's detention exemption thresholds.
c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	The development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps, to treat direct discharges to the Fox River and Blackberry Creek. These BMPs will mitigate potential reduction of water quality benefits.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	The variance is requested to allow for full buildout capacity of the treatment facilities to accommodate the needs of the community's projected growth. The reduction of site runoff storage requirements is incidental to this goal.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	The development would directly discharge to major natural waterways, as opposed to designed stormwater conveyance systems with defined capacities. There are no intermediate properties between the development and the Fox River or Blackberry Creek. Additionally, the proposed development area is significantly smaller than the total watershed areas tributary to the Fox River and Blackberry Creek (**Exhibits 3-5**). Therefore, the timing of peak stormwater discharges from the YBSD's property is unlikely to coincide with the highest flows and flood elevations along these waterways.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	With the variance, the YBSD will be able to achieve full buildout capacity at this property. The variance will also prevent the need for expanding the development area for treatment facilities to include the property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation and critical habitat for the endangered Indiana bat (Myotis sodalis) (**see Exhibit 10** for report from U.S. Fish and Wildlife Service).

3.2 Compensatory Storage

Request 2: Waiver of United City of Yorkville and Kendall County compensatory storage requirements (Section 403.a. of the Kendall County Stormwater Management Ordinance, as adopted by the United City of Yorkville (excerpt of Ordinance included in Exhibit 1))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	There are no structures impacted by the regulatory floodplain along the Fox River in the area immediately downstream of the proposed improvements (**Exhibit 6**). The minor loss of flood storage resulting from proposed floodplain fill is small relative to the total flood storage of the Fox River and will not impact any downstream structures during a 100-year flood. Furthermore, a dam is located upstream of the project limits, just upstream of Bridge Street. This dam provides some hydraulic control of flood profiles, creates upstream flood storage, and reduces the impacts of proposed floodplain fills within the project limits. Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Requirements for compensatory storage are local standards above and beyond the state's requirements, which are intended to preserve the conveyance capacity of the waterway. Preliminary modeling results and model input/output files are provided as **Exhibit 8**.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Providing onsite compensatory storage would prevent the YBSD from achieving the full buildout for treating the projected flows to the facility. Offsite compensatory storage was explored and is discussed further below. These options all have major feasibility concerns or negative impacts, such as requiring additional tree removal and/or additional loss of usable land.

c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	The presence or absence of compensatory storage would not have an effect on water quality. Even so, the development will incorporate best management practices (BMPs), such as vegetative swales, buffer strips, and sediment traps.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	This variance is unrelated to site runoff storage requirements.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	This variance will not impact conveyance of stormwater from the project.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	With the variance, the YBSD will be able to achieve full buildout capacity at this property, which would save environmental and biological resources. The variance will also prevent the need for development of the YBSD property immediately adjacent to the Fox River, which would require the removal of valuable riparian vegetation, critical habitat for the endangered Indiana bat (Myotis sodalis) (**Exhibit 10**), and would have adverse wetland and impacts. Wetland and habitat impacts could be obstacles to obtaining permits through the U.S. Army Corps of Engineers and IDNR.
Article 4 Variance Standards		
a.	Variances shall not be issued by the permitting agency within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.	Hydraulic modeling demonstrates that the proposed improvements meet the applicable regulatory standards of the IDNR Part 3700 requirements for floodway construction, without the inclusion of compensatory storage. Preliminary modeling results indicate no increase in flood levels, rounded to the nearest tenth of a foot, and are provided as **Exhibit 8**.
b.	Variances may be issued by the permitting agency for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structure constructed below the base flood level, in conformance with the following procedures of this section;…	Not applicable; this development is greater than one-half acre.

3.3 Tree Preservation and Replacement

Request 3: Waiver of United City of Yorkville tree replacement requirements (Sections H.1.b.i.1,3 and H.2.a-d of the United City of Yorkville's Landscaping Ordinance (excerpt of Ordinance included in Exhibit 2))

	Section 904 Standard	Justification
a.	The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.	This variance will not impact flooding or any other threat to public health, safety or welfare.
b.	The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.	The proposed improvements are for treatment facilities that are essential and critical infrastructure. Maximizing the onsite treatment capacity is necessary to accommodate the needs of the City and surrounding communities for future growth and development. Replacing trees onsite according to the standard laid out in the City's Landscaping Ordinance (preliminary estimate of 1,500 replacement trees) is not possible if the facility is to provide the projected treatment capacity for the community.
c.	The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.	This variance will not impact water quality.
d.	The variance is not requested solely for the purpose of reducing site runoff storage requirements.	This variance is unrelated to site runoff storage requirements.
e.	The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.	This variance will not impact conveyance of stormwater from the project.
f.	The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.	While it is not possible to replace all of the removed trees onsite according to the City's ordinance (regardless of the detention and compensatory storage variances), the YBSD aims to preserve the trees along the banks of the Fox River and Blackberry Creek, which is made possible by the waiving of the stormwater requirements as discussed above. Avoiding offsite compensatory storage will also limit the extent of tree removal necessary.

4. OFFSITE COMPENSATORY STORAGE

Four offsite locations were considered for compensatory storage. These locations were initially chosen based on their proximity and current use (undeveloped or mostly open space). They are not owned by the YBSD and their use would be contingent upon purchase or easement from the property owners. The construction schedule for the facility expansion would be delayed if offsite compensatory storage is provided, as the compensatory storage would need to be provided prior to development of the YBSD property; thus, property acquisition, permitting, and offsite excavation could delay construction significantly. The four locations are briefly described below, along with burdens and detrimental impacts associated with construction at these locations. A map of the sites is included as **Exhibit 9**.

- The Youth Camp property directly adjacent to the project site consists of a low-lying area and a slope heading north up to River Road. This location would require extensive tree removal, a large quantity of excavation, and the construction of a very large retaining wall (~30' high).

- A large bump-out is located on the south bank of the Fox River, located approximately half a mile downstream from the Blackberry Creek confluence. This location is heavily forested and a massive quantity of excavation would be necessary due to the high elevations.

- Crawford Park, owned the United City of Yorkville, is located on the south bank of the Fox River approximately one mile downstream from the Blackberry Creek confluence. It is not forested and would require limited tree removal. Utilizing this area for compensatory storage, however, would prevent the City from raising the grade in the future or using this land for any other purposes.

- Approximately 1.8 miles downstream from the Blackberry Creek confluence, there is a farm located on the north bank of the Fox River. Extensive tree removal would not be necessary for this property, but the loss of active farmland is not a desirable outcome.

5. CONCLUSION

The District understands that as effluent limits and sludge disposal regulations become more stringent, additional space for future processes to maintain compliance will be of utmost importance. Some constituents are on the regulatory horizon, but others are unknown at this time. This increases the importance of maximizing contiguous land to accommodate future process. The above variance requests are necessary to provide the onsite treatment facilities that meet future regulatory requirements, as well as accommodate anticipated growth and development within the City of Yorkville.

Exhibit 1: Excerpts from Kendall County Stormwater Ordinance, as adopted by the United City of Yorkville

Sec. 203 Site Runoff Storage Requirements

203.1 Applicability of Site Runoff Storage Requirements
All developments shall comply with the site runoff storage requirements provided in Section 203 of this Ordinance in which:

a. Single family - detached land use property consisting of five or more residential structures having an average lot size of three acres or less;

b. A non-residential land use or a residential land use other than single family - detached property of contiguous ownership equal to or greater than three acres and:

    1. resulting in more than 45,000 square feet of development, or;

    2. resulting in more than 32,000 square feet of impervious surface area

Request for waiver of 203.1.b.

Sections 203.2 - 202.11 would be rendered null by waiver of 203.1.b.

203.2 Release Rate

Sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.15 cfs/acre of disturbance for a rainfall event with a 100-year recurrence frequency. Additionally, sufficient excess runoff / flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than 0.04 cfs/acre of disturbance for a rainfall event with a 2-year recurrence frequency. The area of hydrologic disturbance for the entire project shall be used to calculate the site runoff storage volume requirements.

203.3 Design Methods

Event hydrograph routing methods shall be used to calculate runoff storage volume requirements for stormwater management basins with total tributary areas greater than five acres. The hydrograph routing shall be HEC-1, (SCS methodology), HEC-HMS, TR-20, or TR-55 tabular method or as otherwise approved by the Administrator. Event hydrograph methods shall incorporate the following assumptions:

a. Antecedent moisture condition = 2; and

b. Appropriate Huff rainfall distribution; and

c. 24-hour duration storm with a 1% probability (100-year frequency) of occurrence in any one year as specified by Illinois State Water Survey Bulletin 71 isohyetal rainfall data.

Runoff storage volume requirements for stormwater management basins with total tributary areas equal to or less than five acres may utilize the *% Impervious to unit Area Detention* nomograph developed by NIPC (now known as CMAP) depicted in Table 203.

203.4 Existing Release Rate Less Than Allowable

For sites where the undeveloped release rate is less than the maximum release rate in Section 203.2, the developed release rate and corresponding site runoff storage volume requirement shall be based on the existing undeveloped release rate for the development.

203.5 Downstream Water Surface Elevations

All hydrologic and hydraulic computations must utilize appropriate assumptions for downstream water surface elevations, from low flow through the base flood elevation, considering the likelihood of concurrent flood events.

203.6 Extended Detention Requirement

The requirements of this section will apply only when the outfall from a stormwater management basin is proposed to connect to an off-site agricultural drain tile system. The first 0.75 inches of runoff from a rainfall event over the hydraulically connected impervious area of the development shall be stored below the elevation of the primary gravity outlet (extended detention) of the stormwater management basin. The facility may be designed to allow for evapotranspiration or infiltration of this volume into a subsurface drainage system and shall not be conveyed through a direct positive connection to downstream areas.

The hydraulically connected impervious area used in the calculation of required extended detention volume may be reduced by the Administrator if the soils are prepared to maximize infiltration and deep rooted grasses or other plants selected for their ability to promote infiltration or water absorption are planted in areas appropriately dedicated. The reduction in hydraulically connected impervious area used in the calculation shall be equal to the area of the development meeting the above soils/native planting requirement.

Subsurface drainage systems may be designed as a component of the extended detention portion of the stormwater management basin to assist in infiltration in accordance with the following criteria:

a. The extended detention volume shall be discharged at a rate no greater than that required to empty the calculated extended detention volume within 5 days of the storm event and at a rate no less than that required to empty the calculated extended detention volume within 30 days of the storm event.

b. No subsurface drainage pipe shall be located within 10 feet of drainage pipes directly connected to the stormwater management basin.

c. For purposes of meeting the maximum subsurface drainage discharge requirements, flow control orifices and weirs may be used.

d. All design extended detention volume shall be provided above the seasonal high ground water table or the invert elevation of the groundwater control system.

e. Farm field tile shall not be considered a subsurface drainage system.

203.7 Stormwater Management Basin Design Requirements

Stormwater management basins shall be designed and constructed with the following characteristics:

a. The stormwater management basin shall provide 1 (one) foot of freeboard above the design high water elevation or BFE.

b. The stormwater management basin shall be located on the site and designed such that they are accessible by motorized maintenance equipment necessary for regular and long term maintenance operations. The route to the basin shall be formalized with an access easement and that the surface of such route shall be easily traversable by maintenance equipment / operations as determined by the Administrator.

c. All site runoff storage volume shall be provided above the seasonal high groundwater table or above the invert of the groundwater control system.

d. Stormwater management basins shall facilitate sedimentation and catchment of floating material. Unless specifically approved by the Administrator, impervious low-flow ditches shall not be used in stormwater management basins. Stormwater management basins shall maximize the normal flow distance between stormwater management basin inlets and outlets, to the extent possible

e. Stormwater management basins shall reduce impacts of stormwater runoff on water quality by incorporating best management practices.

f. Stormwater management basins shall be designed with an emergency overflow weir capable of passing the inflow from the critical duration base flood event under developed conditions. The predicted emergency water surface elevation shall be below the top of embankment for any other portion of the stormwater management basin. The weir design shall provide appropriate erosion control measures.

g. Stormwater management basins with single pipe outlets shall have a minimum inside diameter of 12 inches. If design release rates necessitate a smaller outlet, flow control devices such as perforated risers, or flow control orifices shall be used.

h. Stormwater management basins intended to support potential fish habitat with a permanent pool, shall be at least ten feet deep over 25 percent of the bottom area.

i. Stormwater management basins shall have a maximum side slope of four to one.

j. Stormwater management basins with a permanent pool shall have a safety shelf at least eight feet wide a maximum of two feet below the normal water pool.

k. Stormwater management basins shall have a maximum drawdown time of 72 hours for a 24-hour duration rainfall event with 100-year recurrence frequency.

j. All stormwater management basins shall comply with IDNR dam safety requirements where applicable.

203.8 Site Runoff Storage Volume Within The Regulatory Floodplain

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodplain shall:

a. Conform to all applicable requirements specified in Article 4 of this Ordinance; and

b. Store the required amount of site runoff to meet the release rate requirement under all stream flow and backwater conditions in the receiving stream up to the 10-year flood elevation; and

c. Site runoff storage volume provided by enlarging existing regulatory floodplain storage without providing a flow control device regulating discharge (on-stream detention) will be allowed only as a variance. The applicant must demonstrate that flood damages are not increased and the development will not increase flood flows for both the 2-year and 100-year floods on the stream with developed conditions on the site; and

d. The Administrator may approve designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit in flood control not otherwise realized by strict application of the requirements in a through c above.

203.9 Site Runoff Storage Volume Within The Regulatory Floodway

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodway shall:

a. Meet the requirements for locating stormwater management basins in the regulatory floodplain; and

b. Be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for any adopted watershed plans; and

c. Provide a net watershed benefit in flood control.

203.10 Site Runoff Storage Volume - Channel Impoundment

Flow control structures constructed across any channel to impound water to meet site runoff storage requirements shall be prohibited on any perennial stream unless part of a public flood control project with a net watershed benefit in flood control. Those streams appearing as blue on a USGS Quadrangle map shall be assumed perennial unless better data is obtained. All cross-stream flow control structures for the purpose of impounding water to provide site runoff storage in all cases on perennial and intermittent streams must demonstrate that they will not cause short term or long-term stream channel instability.

203.11 Off-Site Stormwater Management Basins

Stormwater management basins and other facilities to satisfy site runoff storage volume requirements may be located off-site if the following conditions are met:

a. The off-site stormwater management basin meets all of the requirements of this Article 2; and

b. Adequate storage capacity in the off-site facility is dedicated to the development; and

c. The development includes means to convey stormwater to the off-site stormwater management basin.

Sec. 403 Compensatory Storage Volume Standards

The following standards apply within the regulatory floodplain: Request for waiver of 403.a

a. Hydraulically equivalent compensatory storage volume will be required for development in a riverine regulatory floodplain and shall be at least equal to the regulatory floodplain flood storage volume displaced. To the greatest extent practicable storage volume displaced below the existing 10-year frequency flood elevation must be replaced below the proposed 10-year frequency flood elevation. To the greatest extent practicable storage volume displaced above the 10-year existing frequency flood elevation must be replaced above the proposed 10-year frequency flood elevation.

b. Compensatory storage volume for development in a non-riverine regulatory floodplain area that is also adjacent to a lake shall be equal to the storage volume displaced.

c. Compensatory storage volume requirements for development in a non-riverine Regulatory Floodplain that is not adjacent to a lake shall be replaced in accordance with the requirements for the loss of depressional storage in Section 201.6.

d. Compensatory storage areas shall be designed to drain freely and openly to the channel and shall be located adjacent to the development. This standard does not apply to non-riverine Regulatory Floodplain.

e. A recorded covenant or easement running with the land is required to maintain the compensatory storage volume in areas modified to provide compensatory storage volume.

Sections 403.d. - 403.e. would be rendered null by waiver of 403.a.

Exhibit 2: Excerpts from United City of Yorkville Code of Ordinances, Section 8-12-2 (Landscaping Ordinance)

H. Tree Preservation: The following standards shall apply to all lots which are five (5) acres or greater in area. No live tree(s) with a four inch (4") DBH (diameter at breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Failure to apply and submit a tree preservation and removal plan will result in a monetary fine per tree removed without authorization (as stated on the application form.)

1. Tree Removal Permit: The application for a tree removal shall be made to the Building Department. This application must be submitted and approved prior to the Site Grading Plan permit issuance. If no mass grading is required for construction, the tree removal application must be submitted and approved prior to any site re-development involving tree removal. The application shall include:

a. Tree Preservation and Removal Plan. The plan shall include:

i. A tree survey showing the location of all trees four inches (4") in caliper or greater within 100 feet of any tree proposed to be removed, including a description of the tree(s), botanical name, common name, caliper size and general condition or health of the tree(s). The survey shall be completed by an International Society of Aboriculture Certified Arborist or Illinois Department of Natural Resources Consultant Forester, or other qualified professional as approved in writing by the City Planner.

ii. Delineation of trees to be removed and trees to be preserved.

iii. Details and specifications or procedures to be used to protect trees being preserved.

iv. Location, size and name of replacement trees.

b. Tree Preservation and Removal Guidelines:

i. Every reasonable effort shall be made to retain existing trees shown on the tree survey through the integration of those trees into the site plan and landscape plan for a proposed development.

Request for waiver of H.1.b.i.1.

1. Critical areas, such as floodplains, steep slopes, and wetlands, should be left in their natural condition or only partially cleared.

2. Roadways, storage areas, and parking lots should be located away from valuable tree stands.

Request for waiver of H.1.b.i.3.

3. Cutting and filling in the vicinity of valuable trees should be minimal.

4. If more than one-third of the tree's root system is to be affected by construction, the tree should be part of the removal plan and replaced with the appropriate number of trees.

ii. Pre-construction protection measures:

1. A temporary six foot (6') orange construction safety fence, rigid wood, or chain link fence must surround the periphery of the tree dripline as a construction barrier prior to the start of any site work.

a. Fence type may be designated by the City depending on the value of the tree and the location to construction traffic.

b. This fence must be in place before any site work begins and remain in place until all construction has been completed or final occupancy permit has been issued, whichever is latest.

c. A warning sign shall be placed on the fence stating the following: **Warning: This fence shall not be relocated or removed without written authorization from the City of Yorkville.**

iii. If construction limits encroach within the dripline of the tree the following procedures will be required:

1. Trunk wrapping from the base of the tree to a height of ten feet (10`). Clear indication of trees to be wrapped and detail showing materials should be included as part of the landscape plans. No boards shall be nailed to the trunk of a tree.

2. In the event that underground utility lines are proposed within five feet (5`) of the trunk of a tree, then auguring or boring of the utility line will be required by the City. This must be clearly indicated on the plans.

3. Root trimming should occur by hand, not with machinery, and exposed root systems should be protected to maintain moisture levels. During construction, any root accidentally damaged (exposed) should immediately be cleanly cut and protected.

4. If excavation must occur within the dripline of a tree, an excavation trench shall be saw cut for a minimum depth of two feet as near to the intended trench as possible. All root pruning must be completed prior to any excavation activity near the tree.

iv. Construction procedures:

1. During the mass grading of the site, a Certified Arborist or Consultant Forester must be on-site during the mass grading to ensure that proper protection methods are being followed.

2. Grading and construction equipment shall be prohibited from encroaching within the dripline of a tree.

3. Any soil that is located or stockpiled within the critical root zone of the tree will result in the loss of tree protection credit(s) and will require that the job be stopped until a revised Landscape Plan is approved.

4. Crushed limestone and other material detrimental to trees shall not be stored or dumped within the drip line of any tree nor at any higher location where drainage toward the tree could conceivably affect the health of the tree.

5. Any preserved trees damaged during construction should be repaired. Damage should be analyzed by a Certified Arborist, Consultant Forester, or approved qualified professional, and a repair plan should be submitted to the City for approval.

6. If the tree begins to show signs of stress (i.e. leaf dieback, wilting, etc.), additional measures may be required by the City such as fertilizing or watering to aid the tree in survival.

v. Tree Preservation protection measures must be checked by the City of Yorkville before the permit for development will be released. Periodic inspections will occur during construction.

vi. Failure to provide adequate tree protection will result in the loss of tree protection credits and will require that the job be stopped until a revised Landscape Plan is approved.

Request for waiver of H.2.

2. Tree Replacement Standards:

a. Any tree approved for removal shall be replaced with new trees in accordance with the following schedule:

Caliper (Inches) of tree to be removed	Number of Replacement Trees
30 or greater	6
13-29	5
8-12	4
4-7	2

b. In the event that a tree identified to be preserved is removed or damaged, such tree shall be replaced as follows:

Caliper (Inches) of tree to be removed	Number of Replacement Trees
30 or greater	12
13-29	10
8-12	8
4-7	4

c. All replacement trees shall have a minimum caliper of two and one-half inches (2 ½") and shall consist of the shade tree varieties listed under Permitted Plantings.

d. If the tree(s) approved for removal is (are) dead from natural causes prior to the date of the tree removal permit, then no replacement tree(s) are required for them.

3. Approval Criteria: The City shall approve a tree removal application if one or more of the following conditions exist:

   a. The tree to be removed poses a safety hazard to persons or property.

   b. The tree is substantially diseased or weakened by age, storm, fire or other injury.

   c. The tree removal is in accordance with good forestry practice such as when a parcel of land will only support a certain number of healthy trees which is less than the number of existing trees on the parcel.

   d. The tree removal is of a nuisance tree listed under Section 3 General Standards, #7.

   e. The tree removal is part of an approved overall landscape plan.

4. Failure to Replace Trees: If replacement trees, which are required by the approved tree removal permit, are not planted within the time frame set out by the tree removal permit, the City may, at its option, replace the trees. All costs associated with purchasing and planting the replacement trees shall be charged to the owner or other person or entity causing the removal of the trees.

Exhibit 3: Fox River Tributary Drainage Area

Table 7 - Summary of Discharges (continued)

Flooding Source and Location	*Drainage Area (square miles)*	*Peak Discharges (cubic feet per second)* 10-Percent-Annual-Chance	2-Percent-Annual-Chance	1-Percent-Annual-Chance	0.2-Percent-Annual-Chance
Fox River					
At Dayton (USGS gage No. 05552500)	2,642	22,132	36,274	41,893	58,357
At Bridge Street	2,138	15,327	23,899	27,412	36,894
About 900 feet upstream of Bridge Street	1,804	10,580	15,221	17,697	22,615
At Aurora (USGS gage No. 05551500)	1,705	8,572	12,791	14,368	18,697
Harvey Creek					
300 feet downstream of Sandy Bluff Road	3.46	381	525	595	983
600 feet downstream of Griswold Springs Road	3.36	367	506	569	924
2,000 feet upstream of Griswold Springs Road	2.41	291	387	442	638
At Dayton Street	1.41	183	248	291	379
Middle Aux Sable Creek					
Just downstream of Caton Farm Road	15.9	1,252	2,144	2,767	3,481
Just downstream of Wheeler Road	14.0	1,241	2,124	2,741	3,448
Upstream of Wheeler Road	12.9	1,237	2,117	2,731	3,435
North Arm Saratoga Creek					
About 150 feet downstream from farm bridge	0.7	80	*	143	*
At Joliet Road	0.66	79	*	140	*
About 700 feet upstream of Galena Street	0.42	59	*	106	*
Tributary 1 to West Aux Sable Creek Tributary B					
Just downstream of the intersection of Caton Farm Road and Brisbin Road	2.1	446	743	947	1,179
Waubansee Creek					
At confluence with Fox River	29.6	*	*	2,007	*
At U.S Route 25	29.5	*	*	1,979	*
At U.S. Route 34	29.2	*	*	1,940	*
At U.S. Route 30	18.7	774	1,170	1,447	2,700
At Elgin Joliet and Eastern Railroad	17.4	734	1,108	1,373	2,500

*Data not available

Exhibit 2: Fox River Tributary Drainage Area

Exhibit 4: Blackberry Creek Tributary Drainage Area

Table 7. Summary of Discharges

Flooding Source and Location	*Drainage Area (square miles)*	*Peak Discharges (cubic feet per second)* 10-Percent-Annual-Chance	2-Percent-Annual-Chance	1-Percent-Annual-Chance	0.2-Percent-Annual-Chance
Aux Sable Creek					
Downstream of Bell Road	107.9	6,162	10,618	13,754	17,360
Downstream of US Highway 52	99.1	5,902	10,167	13,168	16,617
Just downstream of East Aux Sable Creek confluence	98.6	5,886	10,139	13,131	16,570
Downstream of McKanna Road	64.9	3,134	5,422	7,038	7,038
Just downstream of the convergence of Middle Aux Sable Creek and West Aux Sable Creek	63.8	3,054	5,285	6,861	8,676
Blackberry Creek					
Just downstream of Route 34	69.0	1,381	2,303	2,771	4,053
Just downstream of Route 47	67.5	1,366	2,284	2,749	4,026
Approximately 7,200 feet upstream of Route 47	65.2	1,349	2,260	2,721	3,991
Just downstream of Route 30	59.6	1,316	2,229	2,692	3,968
Clear Creek					
At confluence with Fox River	6.7	1,055	1,484	1,772	2,474
About 3,300 feet upstream of confluence with Fox River	6.4	1,003	1,413	1,701	2,371
About 2,000 feet downstream of Crimmin Road	3.9	677	994	1,181	1,676
At Crimmin Road	3.5	614	902	1,071	1,520
About 3,700 feet upstream of Crimmin Road	3.3	560	822	968	1,375
About 1,250 downstream of confluence with Dave-Bob Creek	2.87	495	726	855	1,214
At Chicago Road	2.53	408	590	718	1,003
At Main Street	2.01	311	435	538	759
About 1,000 feet upstream of State Route 71	1.6	231	381	462	670
Dave-Bob Creek					
At confluence with Clear Creek	0.3	65	100	115	145
At Unnamed Tributary	0.17	40	65	75	95
East Aux Sable Creek					
Just downstream of the confluence of East Aux Sable Creek Tributary A	33.7	2,871	4,908	6,330	7,960
Upstream of the confluence of East Aux Sable Creek Tributary B	27.8	2,533	4,328	5,581	7,015

BAXTER & WOODMAN Consulting Engineers

CONSULTANTS

MILESTONE

REVISIONS

NO.	DATE	DESCRIPTION

* - REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING

1" .5" 0 1" 2" 3"

PLAN SHEET DESIGNATION

COVER
G - GENERAL
H - HAZARDOUS MATERIALS
C - CIVIL
L - LANDSCAPE
S - STRUCTURAL
A - ARCHITECTURAL
I - INSTRUMENTATION
Q - EQUIPMENT
F - FIRE PROTECTION
P - PLUMBING
M - MECHANICAL
E - ELECTRICAL
T - TELECOMMUNICATIONS
R - RESOURCE

PROJECT NO: 201643

SCALE: 1" = 100'
DATE: 1/15/21
DESIGNED BY:
DRAWN BY:
CHECKED BY:

CLIENT

YORKVILLE-BRISTOL SANITARY DISTRICT

SHEET TITLE

Exhibit 5: Project Area

OF

I:\CRYSTAL LAKE\YORSD\201643-SOLIDS HANDING IMPR\CAD\DWGS\CURRENT\201643APLN-C3D.DWG EX-TOPO 100
Plotted: 1/15/2021 11:08 AM By: DTBMSB
Copyright @2021 By Baxter & Woodman, Inc.
State of Illinois - Professional Design Firm
License No. - 184-001121 - Expires 4-30-21

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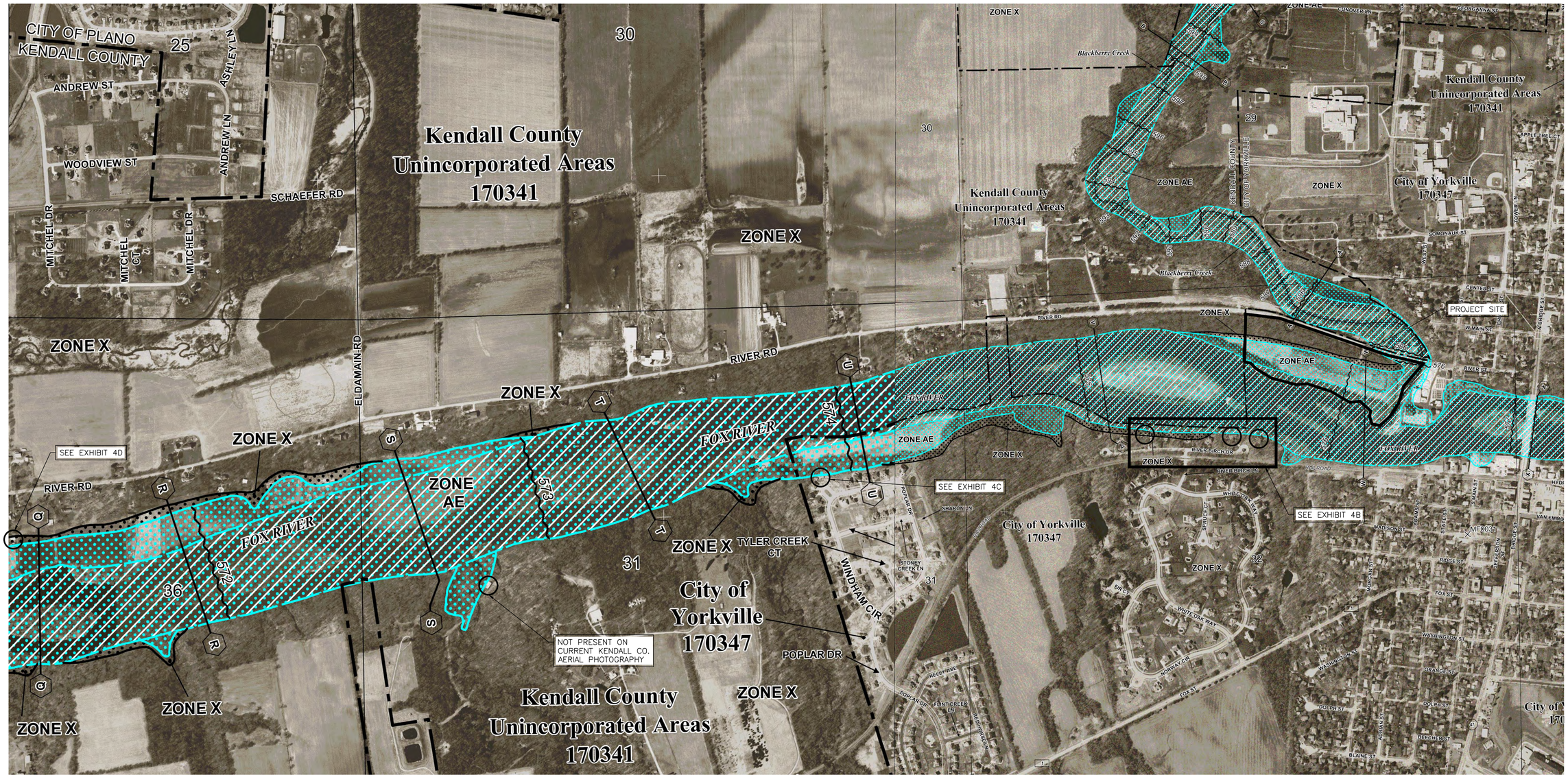
SCALE: 1" = 500'



LEGEND

DOWNSTREAM STRUCTURES MAPPED WITHIN REGULATORY FLOODPLAIN

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BAXTER & WOODMAN Consulting Engineers

CONSULTANTS	REVISED –
	REVISED –
	REVISED –
	REVISED –

YORKVILLE-BRISTOL SANITARY DISTRICT
SOLIDS HANDLING IMPROVEMENT

EXHIBIT 6A: DOWNSTREAM STRUCTURES

SCALE: AS NOTED | PROJECT NO: 201643.40

DESIGNED –	PDS
DRAWN –	ABN
CHECKED –	PDS
DATE –	8/6/2021

TOTAL SHEETS	SHEET NO.
1	1

Kendall County Web GIS

August 5, 2021

2010 Contours

Contour

Index Contour

Exhibit 6B: Downstream Structures

1:1,200

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

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Kendall County Web GIS

August 5, 2021

1:960

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

2010 Contours

Contour

Index Contour

Exhibit 6C: Downstream Structures

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Kendall County Web GIS

August 5, 2021

1:720

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

2010 Contours

Contour

Index Contour

Exhibit 6D: Downstream Structures

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Exhibit 7: Will County Detention Exemptions

§ 55.020 GENERAL INFORMATION.

(A) *Other applicable regulations.* All developments shall meet the requirements specified for general stormwater development (§ 55.020), site runoff (§ 55.022), sediment and erosion control (§§ 55.035 through 55.047), performance security and maintenance (§§ 55.200 through 55.203).

(B) *Applicability of site runoff storage requirements (detention).*

(1) All developments shall comply with the site runoff storage requirements provided in §55.023 of this subchapter in which:

(a) More than two single-family structures or one two-family structure are to be constructed on a site five or more acres in size;

(b) Multi-family or nonresidential land use is to be constructed on a site more than one acre in size;

(c) Existing multi-family or nonresidential land uses on a site one acre or more in size, on which new development after the effective date of this chapter in the aggregate exceeds 25,000 square feet;

(d) Roadway developments in rights-of-way under the ownership or control of a unit of local governments when the contiguous area of new roadway construction (excluding previously paved areas) exceeds two acres; and

(e) The developer of a commercial or industrial redevelopment may request that a fee-in-lieu of detention be approved provided that all of the following are demonstrated to the sole satisfaction of the Administrator:

1. The drainage plan will not increase existing flood damages; and

2. The drainage plan provides a net benefit in water quality compared to the existing development.

(2) The Administrator shall determine the appropriate fee to be collected as defined in §55.215, and his or her decision in the matter shall be considered final.

(C) *Exemptions from site runoff storage requirements (detention).* Site run-off storage is not required under the following circumstances:

(1) Direct discharge industrial sites; and/or

(2) Non-industrial direct discharge sites 160 acres or less having the following minimum river frontage:

Site Area	***Required Frontage***
0—2 acres	50 feet
Up to 5 acres	100 feet
Up to 10 acres	150 feet
Up to 40 acres	200 feet
Up to 80 acres	350 feet
Up to 160 acres	500 feet

(Res. 02-441, passed 10-17-2002; Res. 02-495, passed 11-21-2002; Res. 04-87, passed 3-17-2004)

Exhibit 8: HEC-RAS Model Results

Table 1: Fox River HEC-RAS Model Results: 100-Year Floodplain Elevations

HEC-RAS Cross Section	Location	Existing 100-Year Elevation	Proposed 100-Year Elevation	Change (ft)
35.841	DS site limits	575.64	575.64	0.00
35.938		575.76	757.75	-0.01
36.050		575.85	575.85	0.00
36.068		575.94	575.96	0.02
36.151	FEMA Sect. W	576.01	576.04	0.03
36.201	US site limits	576.16	576.20	0.04
36.358		576.70	576.74	0.04
36.368	DS of Bridge St.	576.87	576.91	0.04
36.391	FEMA Sect. X	577.10	577.14	0.04

Table 2: Fox River HEC-RAS Model Results: 100-Year Channel Velocities

HEC-RAS Cross Section	Location	Existing 100-Year Velocity (ft/s)	Proposed 100-Year Velocity (ft/s)	Change (%)
35.841	DS site limits	3.17	3.22	1.6
35.938		3.24	3.43	5.9
36.050		3.31	3.44	3.9
36.068		3.18	3.30	3.8
36.151	FEMA Sect. W	4.67	4.79	2.6
36.201	US site limits	4.88	4.88	0.0
36.358		4.87	4.85	-0.4
36.368	DS of Bridge St.	4.00	3.97	-0.7
36.391	FEMA Sect. X	3.33	3.35	0.6

Table 3: Blackberry Creek HEC-RAS Model Results: 100-Year Floodplain Elevations

HEC-RAS Cross Section	Location	Existing 100-Year Elevation	Proposed 100-Year Elevation	Change (ft)
0	Fox River Confluence	573.36	573.36	0.00
275	FEMA Sect. A	574.17	574.18	0.01
558		576.84	576.84	0.00
676		576.84	576.84	0.00
702	DS of River Rd.	576.89	576.88	-0.01
732	US of River Rd.	577.43	577.42	-0.01
1115	FEMA Sect. B	580.73	580.73	0.00

Table 4: Blackberry Creek HEC-RAS Model Results: 100-Year Channel Velocities

HEC-RAS Cross Section	Location	Existing 100-Year Velocity (ft/s)	Proposed 100-Year Velocity (ft/s)	Change (%)
0	Fox River Confluence	5.22	5.22	0.00
275	FEMA Sect. A	11.42	11.46	0.35
558		4.80	4.80	0.00
676		6.48	6.48	0.00
702	DS of River Rd.	6.65	6.65	0.00
732	US of River Rd.	3.83	3.83	0.00
1115	FEMA Sect. B	8.93	8.93	0.00

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BAXTER & WOODMAN Consulting Engineers April 26, 2018

0 335 670 1,340 Feet

COMPENSATORY STORAGE - POTENTIAL OFFSITE LOCATIONS

SOLIDS HANDLING IMPROVEMENTS

Yorkville-Bristol Sanitary District

EXHIBIT 9

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Kendall County, Illinois

Local office

Illinois-Iowa Ecological Services Field Office

(309) 757-5800
(309) 757-5807

Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species

[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

NOT FOR CONSULTATION

Mammals

NAME	STATUS
Indiana Bat Myotis sodalis Wherever found There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Threatened

Insects

NAME	STATUS
Rusty Patched Bumble Bee Bombus affinis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9383	Endangered

Flowering Plants

NAME	STATUS
Eastern Prairie Fringed Orchid Platanthera leucophaea Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/601	Threatened

NOT FOR CONSULTATION

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act

[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

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NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 20 to Jul 31
Dunlin *Calidris alpina arcticola* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds elsewhere
Henslow's Sparrow *Ammodramus henslowii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31

NOT FOR CONSULTATION

King Rail Rallus elegans This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Least Bittern Ixobrychus exilis This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/6175	Breeds Aug 16 to Oct 31
Lesser Yellowlegs Tringa flavipes This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Ruddy Turnstone Arenaria interpres morinella This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Rusty Blackbird Euphagus carolinus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

NOT FOR CONSULTATION

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

NOT FOR CONSULTATION

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

NOT FOR CONSULTATION

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

NOT FOR CONSULTATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Variance Schedule	Days to Complete	Day	Date
B&W meet with YBSD to Review Approach and Prepare	7	Wed	7/14/2021
District Board Approves the Variance Approach		Mon	8/9/2021
1. Informal Meeting with City staff and Engineering (EEI)		**Mon**	**8/9/2021**
2. City provides initial staff comments on whether they will support variances	14	Mon	8/23/2021
3. City staff engages County for County Ordinance variances, if applicable	21	Mon	8/30/2021
4. Meeting with City & County Staff to finalize formal variance request	50	Tue	10/12/2021
5. Formal Variance Submittal		**Fri**	**10/15/2021**
6. Plan Council	**25**	**Tue**	**11/9/2021**
a. City staff and Engineering (EEI)			
7. Economic Development Committee (4 people)		**Tue**	**12/7/2021**
8. Public Notice Deadline	**21**	**Tue**	**12/28/2021**
9. Planning and Zoning Commission (Public Hearing)		**Wed**	**1/12/2022**
Approval process – City:			
10. Planning and Zoning provides Positive or Negative recommendation to City Council	12	Mon	1/24/2022
11. City Council Approval		**Tue**	**1/25/2022**
a. If positive recommendation received from Planning and Zoning, majority needed for approval			
b. If negative recommendation received from Planning and Zoning, super majority needed for approval			
Approval process – County:			
10. Planning and Zoning provides recommendations to County Board and Director.	0	Tue	1/25/2022
11. County Board grants variance, grants modified variance, or denies variance within 45 days of receiving written recommendations	**45**	**Fri**	**3/11/2022**

UNITED CITY OF YORKVILLE
PLAN COUNCIL
Tuesday, November 9, 2021 9:00am
Yorkville City Hall, Conference Room
800 Game Farm Road, Yorkville, Il

Note: 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, remote attendance was allowed for this meeting to encourage social distancing due to the current Covid-19 pandemic.

All participants were present via Zoom unless indicated otherwise.

IN ATTENDANCE:
Krysti Barksdale Noble, Community Development Director, City of Yorkville
Jason Engberg, Senior Planner, City of Yorkville
Bart Olson, Yorkville City Administrator
Eric Dhuse, Director Public Works, City of Yorkville
Brad Sanderson, Engineer for City of Yorkville/EEI
Lee Melcher, Plant Engineer, YBSD
Matt Asselmeier, Senior Planner, Kendall County
Cyrus McMains, Director YBSD
Brent Perz, Project Manager, Baxter & Woodman, Inc.
Corey VanDyk, Baxter & Woodman, Inc. (via phone)
Tim Paulson, EEI

Ms. Noble called the meeting to order at 9:00am.

1. Minutes for Approval: November 12, 2020
The minutes were approved as presented.

2. PZC 2021-07 YBSD Expansion – Stormwater Management & Landscape Ordinance Variance
Discussion began with the stormwater variance request. Tim Paulson referred to his letter explaining the two variance requests: stormwater detention requirement and compensatory storage requirement. He said there would be no impact to the downstream or upstream properties or flood plain on the Fox River. He said he supports the variance requests to facilitate the expansion.

Project Manager Brent Perz of Baxter Woodman briefly discussed the waiver from Kendall County and City of Yorkville of storage requirements for stormwater on the site. He also noted the standards and justification for each request.

Ms. Noble said there are basically 3 requests: compensatory storage, detention requirements and variance from the city's tree preservation and replacement standards. She said the property seeking these variances is about 21 acres and referred to as the “west site” in the plans.

The site is currently zoned A-1 agricultural and has a special use as public sanitary water treatment facility approved in 2006 via ordinance. Surrounding properties are open space and are zoned either R-1 or A-1. The YBSD facility is located on property annexed in 2007 and the existing site had approval for a 10 foot yard setback. The location for expansion did not provide any relief for buildings or structures, so staff provided a table for setbacks. Ms. Noble will amend the Public Hearing notice to allow 10 foot setbacks along all property lines, as requested by Baxter Woodman. Ms. Noble said this will apply to interior property lines as well. Mr. Perz indicated there may be a building close to an interior line that bisects the west site. Ms. Noble said the city would allow a variance of 10 feet from front to rear and 0 feet setback for interior sides. She said zoning does allow for considering two adjacent lots as one zoning lot.

The last consideration is the tree preservation and replacement standards. Current ordinance requires replacement of trees with certain caliper sizes. The project does not allow for replacement so the city is asking that the petitioner provide a tree survey from a certified arborist or landscape architect, that will locate all trees of 4" in caliper or greater, within 100 feet of any tree proposed to be removed. This will provide an inventory of what is slated to be removed, the species and the size. Overall the city supports the variance request to not replace the trees. Staff would like the tree survey before the Public Hearing on January 12th.

Matt Asselmeier commented that the county has received all paperwork, however, the application was not signed and no escrow deposit has been received yet. Mr. VanDyk said these items would be addressed in the next couple days.

Ms. Noble will draft a latter to summarize this meeting. This matter will then move to the Economic Development committee meeting on December 7th and she will provide information to the committee.

Adjournment
There was no further business and the meeting adjourned at 9:17pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker

Engineering Enterprises, Inc.

November 8, 2021

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

Re: Yorkville Bristol Sanitary District – West Side Property
Multiple Variance Requests Review – 1st Submittal
United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We have reviewed the following items for the above referenced project:

- United City of Yorkville Application for Variance dated October 12, 2021, and prepared by Yorkville Bristol Sanitary District
- Survey and Easement Exhibit A dated October 12, 2021, and prepared by Baxter and Woodman, Inc.
- Adjacent Properties List Exhibit B dated October 12, 2021, and prepared by Baxter and Woodman, Inc.
- Variance Request Letter dated September 24, 2021, and prepared by Yorkville Bristol Sanitary District
- Variance Request dated August 9, 2021, and prepared by Baxter and Woodman, Inc.
- Supporting Exhibits 1 – 10 dated October 12, 2021, and prepared by Baxter and Woodman, Inc.
- Variance Schedule dated October 12, 2021, and prepared by Baxter and Woodman, Inc.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

Stormwater Detention Requirements

1. We have reviewed the variance request to waive the site runoff storage requirements and concur with the presented justifications for the variance standards from Section 904 of the Stormwater Ordinance. We support granting the requested variance to the detention requirements

Compensatory Storage Requirements

2. We have reviewed the variance request to waive the compensatory storage requirements and concur with the presented justifications for the variance standards from Section 904 of the Stormwater Ordinance. We support granting the requested variance to the compensatory storage requirements.

Tree Preservation and Replacement Standards, Landscape Ordinance

3. The variance request to waive the tree preservation and replacement requirements has been presented using the requirements from the Stormwater Ordinance. We have reviewed those justifications and concur with the assessment that the variance will not have a negative impact from a stormwater management perspective. Since this is not a request for variance from the Stormwater Ordinance, we recommend the request be considered by the Community Development Director under the requirements of the Landscape Ordinance.

Engineering Plans and supporting documents will need to be submitted for review when they have been prepared. If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Timothy Paulson (DRA)

Timothy N. Paulson, P.E., CFM
Senior Project Manager

TNP/jam2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Jason Engberg, Senior Planner (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Brent Perz, Baxter and Woodman (via email)
Mr. Cyrus McMains, YBSD (via email)
BPS, NLS, EEI (Via e-mail)

November 30, 2021

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Bristol Sanitary District (WBK Project 19-102.AH)

Dear Mr. Asselmeier:

WBK Engineering has received the variance request prepared by Baxter Woodman dated August 9, 2021 and corresponding approval letter from Engineering Enterprises (EEI) dated November 8, 2021. We have no objection to their findings and their approval of the variance requests. Inasmuch as this property lies entirely within the City of Yorkville limits, we have not performed a detailed review of information submitted and rely solely upon the professional opinions and judgements of both Baxter Woodman and EEI with respect to the variance requests and approvals.

The applicant's design professionals and Yorkville's engineer are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals or the Yorkville engineer of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

Greg Chismark PE
WBK Engineering, LLC

WBK Engineering, LLC
WBKEngineering.com
Part of the Mno-Bmadsen Family

St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2006-44

AN ORDINANCE REZONING CERTAIN PROPERTY

(Yorkville Bristol Sanitary District)

WHEREAS, Yorkville Bristol Sanitary District is the owner of record of property described on Exhibit "A" attached hereto and incorporated herein (the Property), and

WHEREAS Yorkville Bristol Sanitary District has made application by petition for the rezoning of the Property and approval of a Special Use for a public sanitary water treatment facilities, and

WHEREAS, the Yorkville Plan Commission has recommended the rezoning of the property as A-1 with special use for sanitary water treatment facilities, and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS UPON MOTION DULY MADE, SECONDED AND APPROVED BY THE MAJORITY OF THOSE MEMBERS OF THE CITY COUNCIL VOTING, THAT:

1. The City Council approves the recommendation of the Plan Commission and hereby rezones the property as A-1 with special use for sanitary district water treatment facility.

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

JAMES BOCK	y	JOSEPH BESCO	y
VALERIE BURD	y	PAUL JAMES	y
DEAN WOLFER	y	MARTY MUNNS	y
ROSE SPEARS	y	JASON LESLIE	—

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 30th Day of MAY, A.D. 2006.

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 30th day of MAY, A.D. 2006.

ATTEST:

CITY CLERK

Prepared by:
John Justin Wyeth
City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

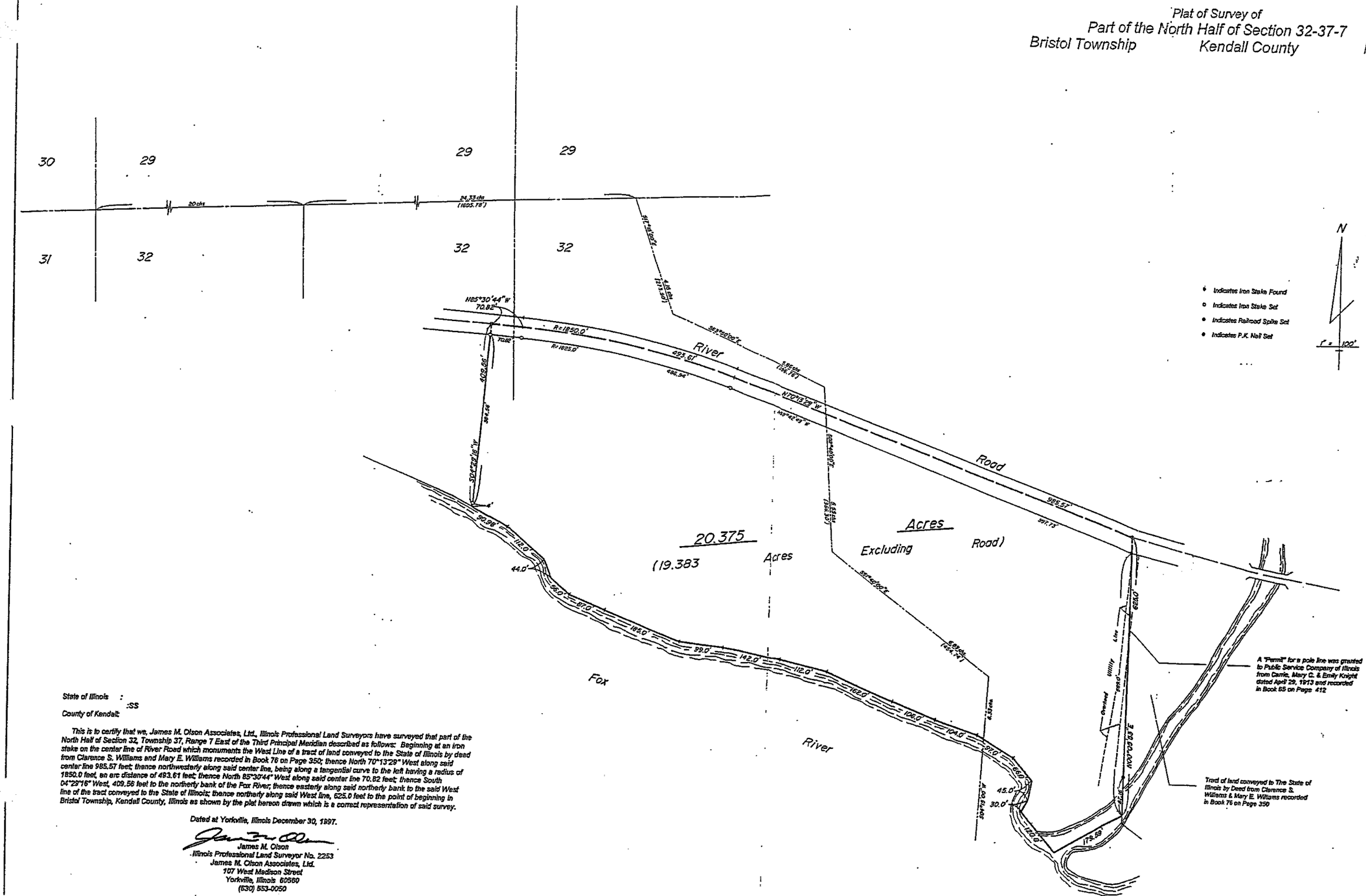
State of Illinois :
:SS
County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Professional Land Surveyors have surveyed that part of the North Half of Section 32, Township 37, Range 7 East of the Third Principal Meridian described as follows: Beginning at an iron stake on the center line of River Road which monuments the West Line of a tract of land conveyed to the State of Illinois by deed from Clarence S. Williams and Mary E. Williams recorded in Book 76 on Page 350; thence North 70°13'29" West along said center line 985.57 feet; thence northwesterly along said center line, being along a tangential curve to the left having a radius of 1850.0 feet, an arc distance of 493.61 feet; thence North 85°30'44" West along said center line 70.82 feet; thence South 04°29'16" West, 409.56 feet to the northerly bank of the Fox River; thence easterly along said northerly bank to the said West line of the tract conveyed to the State of Illinois; thence northerly along said West line, 625.0 feet to the point of beginning in Bristol Township, Kendall County, Illinois as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois December 30, 1997.

James M. Olson
Illinois Professional Land Surveyor No. 2253
James M. Olson Associates, Ltd.
107 West Madison Street
Yorkville, Illinois 60560
(630) 553-0050

Plat of Survey of
Part of the North Half of Section 32-37-7
Bristol Township Kendall County Illinois



State of Illinois :
:SS
County of Kendall:

This is to certify that we, James M. Olson Associates, Ltd., Illinois Professional Land Surveyors have surveyed that part of the North Half of Section 32, Township 37, Range 7 East of the Third Principal Meridian described as follows: Beginning at an iron stake on the center line of River Road which monuments the West Line of a tract of land conveyed to the State of Illinois by deed from Clarence S. Williams and Mary E. Williams recorded in Book 76 on Page 350; thence North 70°13'29" West along said center line 985.57 feet; thence northwesterly along said center line, being along a tangential curve to the left having a radius of 1850.0 feet, an arc distance of 493.61 feet; thence North 85°30'44" West along said center line 70.82 feet; thence South 04°29'16" West, 409.56 feet to the northerly bank of the Fox River; thence easterly along said northerly bank to the said West line of the tract conveyed to the State of Illinois; thence northerly along said West line, 625.0 feet to the point of beginning in Bristol Township, Kendall County, Illinois as shown by the plat hereon drawn which is a correct representation of said survey.

Dated at Yorkville, Illinois December 30, 1997.

James M. Olson
Illinois Professional Land Surveyor No. 2253
James M. Olson Associates, Ltd.
107 West Madison Street
Yorkville, Illinois 60560
(630) 553-0050

CHAPTER 9

A-1 AGRICULTURAL DISTRICT

SECTION:

10-9-1: Purpose
10-9-2: Uses Permitted
10-9-3: Special Uses
10-9-4: Accessory Uses
10-9-5: Building Setback Line; Side Yards
10-9-6: Floor Area Ratio
10-9-7: Building Permits, Code and Fees
10-9-8: Fencing Restrictions

10-9-1: **PURPOSE:** The regulations for the Agricultural District are intended to govern the use of the land and building and structures for agricultural purposes after the annexation of land into the City for so long as the owner or owners thereof shall desire to continue to devote said land to agricultural purposes. These regulations are also intended to provide for the protection, conservation and utilization of natural resources; to preserve the value of existing and future open space and recreation facilities; and to provide for the orderly development of the real estate for all uses permitted under the various use districts under this Title. (Ord. 1992-14A, 12-10-92)

10-9-2: **USES PERMITTED:**

A. Agricultural.

B. Single-family residential use, provided only three (3) additional single-family dwellings shall be permitted for the total parcel zoned Agricultural District and annexed to the City; whether later subdivided into separate parcels after annexation. In the event of approval of rezoning to a residential use of the subject parcel or any portion thereof, this Section shall not apply.

C. The City Plan Commission and City Council reserve the right to require that prior issuance of a residential building permit within an agricultural district, the City Council has a right to require their approval of the residential building site, with regard to compatibility with the Comprehensive Plan, future roadway and utility extensions and sufficient buffering between residential and nonresidential uses.

D. Signs: As permitted and regulated pursuant to the applicable provisions of Chapter 12 of this Title. (Ord. 1992-14A, 12-10-92)

10-9-3: SPECIAL USES:

Agricultural sales, storage and service of agriculturally oriented products.

Airports or aircraft landing fields.

Animal feed, storage preparation, mixing and wholesale and retail.

Animal hospital.

Blacksmith or welding shops.

Cemeteries, including crematoriums and mausoleums provided no building shall be located less than one hundred feet (100') from a lot line.

Churches, temples or synagogues.

Colleges and universities, including dormitories, fraternities, sororities and other accessory buildings and structures or trade schools.

Commercial feeding of fish, poultry and livestock.

Commercial or private dog kennels provided that they are located not less than five hundred feet (500') from a residential lot line.

Communications use.

Fertilizer sales, including bulk storage and mixing.

Golf courses, miniature golf courses and driving ranges, provided that no clubhouse or accessory building shall be located less than three hundred feet (300') from a lot line.

Grain elevators and storage.

10-9-3

Milk processing and distribution, including pasteurizing and manufacture of ice cream but not including the processing or manufacture of cheese.

Nurseries and greenhouses, wholesale and retail, provided that all plants are grown on the premises.

Outdoor amusement establishments, fairgrounds, carnivals, circuses, race tracks and other similar amusement centers and including places of assembly devoted thereto, such as stadiums and arenas.

Philanthropic and eleemosynary institutions.

Private clubs or lodges, except those the chief activity of which is a service customarily carried on as a business.

Private recreational area or camps.

Public utility and public services, including electric substations; repeater stations; microwave relay towers and stations; mobile transmitting tower and stations, antenna towers and other outdoor equipment essential to the operation of exchange in the interest of public convenience and necessity; water filtration plants; water pumping stations; water reservoir and similar uses.

Railroad passenger depots.

Railroad right of way and trackage, but not including classification yard, terminal facilities, piggy-back facilities or maintenance facilities.

Rest homes, nursing homes, hospitals and sanitariums, institutions for the aged and for children for human beings only.

Riding academies and stables.

Sales yards, wholesale or retail, for agricultural products including, but not necessarily limited to, fruits, vegetables, flowers, plants, etc.

Seminaries, convents, monasteries and similar religious institutions including dormitories and other accessory uses required for operations. (Ord. 1992-14A, 12-10-92)

10-9-4: **ACCESSORY USES:**

A. Those customarily accessory to the pursuit of agriculture, provided that structures for the shelter of livestock, poultry and other farm animals shall be located not less than one hundred feet (100') from a lot line.

B. Roadside stands for the sale of produce or poultry grown and raised on or in the immediate area of the premises but not including live animals and provided that such stands shall contain not more than six hundred (600) square feet of floor area. Each roadside stand shall have facilities approved by the Superintendent of Streets, for vehicular ingress and egress and adequate off-street parking. (Ord. 1992-14A, 12-10-92)

10-9-5: **BUILDING SETBACK LINE; SIDE YARDS:**

A. Setback Line: Every building hereafter erected or enlarged shall provide and maintain a setback from the public street in accordance with the following requirements:

1. Primary thoroughfares, (Route 34 and 47) two hundred feet (200') from the right of way.

2. All other streets or roads, one hundred feet (100') from the record or established right of way.

B. Side Yards: Each building hereafter erected or remodeled shall have a side yard on each side of each building of not less than fifty feet (50'). (Ord. 1992-14A, 12-10-92)

10-9-6: **FLOOR AREA RATIO:** Maximum floor area ratio for special use shall be established at the time a special use permit is granted. (Ord. 1992-14A, 12-10-92)

10-9-7: **BUILDING PERMITS, CODE AND FEES:** All buildings and structures used for agricultural purposes shall be exempt from building permits, codes and fees. (Ord. 1992-14A, 12-10-92)

10-9-8

10-9-8: **FENCING RESTRICTIONS:** The fencing restrictions contained in this Title shall not apply to agricultural uses under this Chapter. Fencing requirements for special uses shall be established at the time a special use permit is granted. (Ord. 1992-14A, 12-10-92)

200700032386
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
11-02-2007 At 11:51 am.
ORDINANCE 40.00
RHSP Surcharge 10.00

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

ORDINANCE NO. 2007- 30

AN ORDINANCE REZONING CERTAIN PROPERTY

(Yorkville Bristol Sanitary District)

WHEREAS, Yorkville Bristol Sanitary District is the owner of record of property described on Exhibit "A" attached hereto and incorporated herein (the Property), and

WHEREAS Yorkville Bristol Sanitary District has made application by petition for the rezoning of the Property and approval of a Special Use for a public sanitary water treatment facilities, and

WHEREAS, the Special Use requested will require a 10 feet setback for all yards.

WHEREAS, the Yorkville Plan Commission has recommended the rezoning of the property as A-1 with special use for sanitary water treatment facilities, and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS UPON MOTION DULY MADE, SECONDED AND APPROVED BY THE MAJORITY OF THOSE MEMBERS OF THE CITY COUNCIL VOTING, THAT:

1. The City Council approves the recommendation of the Plan Commission and hereby rezones the property as A-1 with special use for sanitary district water treatment facility allowing a 10' setback for all yards.

2. 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	—
VALERIE BURD	Yes	PAUL JAMES	Yes
GARY GOLINSKI	Yes	MARTY MUNNS	—
ROSE SPEARS	Yes	JASON LESLIE	Yes

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 24 day of April, A.D. 2007.

MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 24 day of April, A.D. 2007.

ATTEST:

CITY CLERK

Prepared by:
John Justin Wyeth
City Attorney
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON STAKE AT THE NORTHWEST CORNER OF YORK VALLEY CONDOMINIUM, YORKVILLE, KENDALL COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED AS DOCUMENT NO. 77-7836; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF RIVER STREET, 90.50 FEET TO THE WESTERLY LINE OF LOT 7 AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1 AT PAGE 84 AND THE EASTERLY LINE OF A TRACT CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, HIS WIFE, RECORDED IN BOOK 76 AT PAGE 350; THENCE NORTHERLY ALONG SAID EASTERLY LINE WHICH FORMS AN ANGLE OF 91° 46' 00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 9.89 FEET TO A NORTHEASTERLY CORNER OF SAID WILLIAMS TRACT, SAID TO BE ON THE CENTERLINE OF RIVER ROAD, FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, 497.21 FEET; THENCE SOUTHWESTERLY ALONG A SOUTHEASTERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 124° 41' 30" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 130.68 FEET; THENCE WESTERLY ALONG A SOUTHERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 161° 45' 00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 77.22 FEET; THENCE WESTERLY ALONG A SOUTHERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 164° 15' 00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 300.96 FEET; THENCE NORTHWESTERLY ALONG A SOUTHWESTERLY LINE OF SAID WILLIAMS TRACT WHICH FORMS AN ANGLE OF 148° 30' 00" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 104.94 FEET; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID WILLIAMS TRACT, 642.84 FEET TO AN IRON STAKE IN THE CENTER OF RIVER ROAD SAID TO BE 291.72 FEET (=4.42 CHAINS) WEST TO THE WEST END OF BLACKBERRY BRIDGE; THENCE EASTERLY ALONG THE CENTERLINE OF RIVER ROAD, 610.82 FEET TO THE POINT OF BEGINNING IN KENDALL COUNTY, ILLINOIS, ALSO ANY ADJACENT ROADS REQUIRED TO BE ANNEXED TO A MUNICIPALITY PER STATE STATUTE AND EXCEPTING THEREFROM ANY PORTION THEREOF PREVIOUSLY ANNEXED TO THE CITY OF YORKVILLE.

Chicago Tribune

Order ID: 7108386

* Agency Commission not included

GROSS PRICE * : $315.72

PACKAGE NAME: IL Govt Legal Aurora Beacon

Order ID: 7108386

* Agency Commission not included

GROSS PRICE * : **$315.72**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Product(s): SubTrib_Aurora Beacon News, Publicnotices.com

AdSize(s): 1 Column

Run Date(s): Thursday, December 23, 2021

Zone: Full Run

Color Spec. B/W

Preview

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY
OF YORKVILLE
PLANNING & ZONING
COMMISSION
PZC 2021-07

NOTICE IS HEREWITH GIVEN THAT Yorkville Bristol Sanitary District (YBSD), petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting variances from Title 8 – Building Regulations, Chapter 7 - Stormwater and Floodplain Regulations (Sections 203.1.b and 403.a of the Kendall County Stormwater Management Ordinance as adopted by the United City of Yorkville); Title 8 – Building Regulations, Chapter 12 - Landscape Ordinance of the City Code; and Title 10 – Zoning, Chapter 7 – Dimensional and Bulk Requirements of the City Code, for the sanitary district property located at 304 River Street. The variances relate to site runoff and compensatory storage requirements of the Stormwater Management Ordinance, tree removal and replacement requirements of the Landscape Ordinance, and a reduction in yard setbacks for the purpose of future expansion of the wastewater treatment operations. The real property is zoned A-1 Agricultural District with a Special Use for a sanitary district water treatment facility, and is generally located west of North Bridge Street (IL Route 47), south of River Road and immediately north of the Fox River in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE ON THE CENTERLINE OF RIVER ROAD, WHICH MONUMENTS THE WEST LINE OF A TRACT OF

GROSS PRICE * : **$315.72**

PACKAGE NAME: IL Govt Legal Aurora Beacon

LAND CONVEYED TO THE STATE OF ILLINOIS BY DEED FROM CLARENCE S. WILLIAMS AND MARY E. WILLIAMS, RECORDED IN BOOK 76, PAGE 350; THENCE NORTH 70°13'29" WEST ALONG SAID CENTERLINE, 985.57 FEET; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING ALONG A TANGENTIAL CURVE TO THE LEFT, HAVING A RADIUS OF 1850.0 FEET, AN ARC DISTANCE OF 493.61 FEET; THENCE NORTH 85°30'44" WEST ALONG SAID CENTERLINE, 70.82 FEET; THENCE SOUTH 04°29'16" WEST, 409.56 FEET TO THE NORTHERLY BANK OF THE FOX RIVER; THENCE EASTERLY ALONG SAID NORTHERLY BANK, TO THE SAID WEST LINE OF THE TRACT CONVEYED TO THE STATE OF ILLINOIS; THENCE NORTHERLY ALONG SAID WEST LINE, 625.0 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 02-32-231-008

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on **Wednesday, January 12, 2022 at 7:00 p.m.** at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

Jori Behland
City Clerk

12/23/21 7108386

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 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – January 25, 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: None

Council Action Requested: Informational

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

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 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – January 25, 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: None

Council Action Requested: Informational

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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