



## United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

### AGENDA CITY COUNCIL MEETING

**REVISED 6-10-22 @9:15a.m.**

Revised agenda titles for  
Mayor's Report Item #3 and  
Mayor's Report Item #4b

**Tuesday, June 14, 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  
Ken Koch  
Dan Transier

WARD II  
Arden Joe Plocher  
Craig Soling

WARD III  
Chris Funkhouser  
Matt Marek

WARD IV  
Seaver Tarulis  
Jason Peterson

#### Establishment of Quorum:

#### Amendments to Agenda:

#### Presentations:

#### Public Hearings:

#### Citizen Comments on Agenda Items:

#### Consent Agenda:

1. Minutes of the Regular City Council – May 10, 2022
2. Minutes of the Regular City Council – May 24, 2022
3. Bill Payments for Approval
  - \$ 197,396.47 (vendors – FY 2022)
  - \$ 540,336.77 (vendors – FY 2023)
  - \$ 132,915.39 (wire payments)
  - \$ 346,296.79 (payroll period ending 05/27/2022)
  - \$ 1,216,945.42 (total)

#### Mayor's Report:

1. CC 2022-20 Redistricting of City Ward Boundaries
2. CC 2022-22 Sale of Old Post Office – 201 W. Hydraulic Street (ARC Building) Request for Proposal
3. **CC 2022-26 Resolution Approving an Intergovernmental Agreement by and among the Kendall County Forest Preserve District, the County of Kendall, Illinois, the United City of Yorkville, and the Village of Oswego (Route 71 Shared Use Path)**

**Mayor's Report Continued**

4. CC 2022-27 Shared Marketing Employee – City/Library
  - a. Memorandum of Understanding – City/Library Marketing Position
  - b. **Ordinance Authorizing the First Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2022 and Ending on April 1, 2023 (City/Library Shared Marketing Employee)**

**Public Works Committee Report:**

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2022-09 & EDC 2022-29 Future Land Use Change – South Eldamain Corridor Properties
2. PZC 2022-10 & EDC 2022-28 Ordinance Amending the Zoning Ordinance Regarding the Definition of Microbrewery/Brewpub/Microwinery

**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
  - a. Naturalized Area Proposal – Pizzo
  - b. Resolution Authorizing Interdev to Provide IT Networking Services
  - c. Phone System Purchase
6. CC 2021-38 Water Study Update

**Additional Business:**

1. Dancing With Our Stars – Alderman Marek Video

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

---

## COMMITTEES, MEMBERS AND RESPONSIBILITIES

---

### **ADMINISTRATION: June 15, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Soling	Finance	Library
Vice-Chairman: Alderman Funkhouser	Administration	
Committee: Alderman Transier		
Committee: Alderman Tarulis		

### **ECONOMIC DEVELOPMENT: July 5, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
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: July 7, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Transier	Police	School District
Vice-Chairman: Alderman Tarulis		
Committee: Alderman Soling		
Committee: Alderman Marek		

### **PUBLIC WORKS: June 21, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
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

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, June 14, 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  
Ken Koch  
Dan Transier

WARD II  
Arden Joe Plocher  
Craig Soling

WARD III  
Chris Funkhouser  
Matt Marek

WARD IV  
Seaver Tarulis  
Jason Peterson

**Establishment of Quorum:**

**Amendments to Agenda:**

**Presentations:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

1. Minutes of the Regular City Council – May 10, 2022
2. Minutes of the Regular City Council – May 24, 2022
3. Bill Payments for Approval
  - \$ 197,396.47 (vendors – FY 2022)
  - \$ 540,336.77 (vendors – FY 2023)
  - \$ 132,915.39 (wire payments)
  - \$ 346,296.79 (payroll period ending 05/27/2022)
  - \$ 1,216,945.42 (total)

**Mayor's Report:**

1. CC 2022-20 Redistricting of City Ward Boundaries
2. CC 2022-22 Sale of Old Post Office – 201 W. Hydraulic Street (ARC Building) Request for Proposal
3. CC 2022-26 Route 71 Resolution Approving an Intergovernmental Agreement by and among the Kendall County Forest Preserve District, the County of Kendall, Illinois, the United City of Yorkville, and the Village of Oswego (Shared Use Path)



**Mayor's Report Continued**

4. CC 2022-27 Shared Marketing Employee – City/Library
  - a. Memorandum of Understanding – City/Library Marketing Position
  - b. Ordinance Authorizing a Fiscal Year 2023 Budget Amendment for Library-City Shared Marketing Employee

**Public Works Committee Report:**

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2022-09 & EDC 2022-29 Future Land Use Change – South Eldamain Corridor Properties
2. PZC 2022-10 & EDC 2022-28 Ordinance Amending the Zoning Ordinance Regarding the Definition of Microbrewery/Brewpub/Microwinery

**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
  - a. Naturalized Area Proposal – Pizzo
  - b. Resolution Authorizing Interdev to Provide IT Networking Services
  - c. Phone System Purchase
6. CC 2021-38 Water Study Update

**Additional Business:**

1. Dancing With Our Stars – Alderman Marek Video

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

---

## COMMITTEES, MEMBERS AND RESPONSIBILITIES

---

### **ADMINISTRATION: June 15, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Soling	Finance
Vice-Chairman:	Alderman Funkhouser	Administration
Committee:	Alderman Transier	
Committee:	Alderman Tarulis	

### **ECONOMIC DEVELOPMENT: July 5, 2022 – 6:00 p.m. – City Hall Conference Room**

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

### **PUBLIC SAFETY: July 7, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Transier	Police
Vice-Chairman:	Alderman Tarulis	School District
Committee:	Alderman Soling	
Committee:	Alderman Marek	

### **PUBLIC WORKS: June 21, 2022 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Marek	Public Works
Vice-Chairman:	Alderman Plocher	Engineering
Committee:	Alderman Koch	Parks and Recreation
Committee:	Alderman Peterson	

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, June 14, 2022**  
7:00 PM  
CITY COUNCIL CHAMBERS

---

**AMENDMENTS TO AGENDA:**

---

---

**CITIZEN COMMENTS ON AGENDA ITEMS:**

---

---

**CONSENT AGENDA:**

---

1. Minutes of the Regular City Council – May 10, 2022

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

2. Minutes of the Regular City Council – May 24, 2022

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

3. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

**MAYOR'S REPORT:**

---

1. CC 2022-20 Redistricting of City Ward Boundaries

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

2. CC 2022-22 Sale of Old Post Office – 201 W. Hydraulic Street (ARC Building) Request for Proposal

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

---

---

---

3. CC 2022-26 Route 71 Resolution Approving an Intergovernmental Agreement by and among the Kendall County Forest Preserve District, the County of Kendall, Illinois, the United City of Yorkville, and the Village of Oswego (Shared Use Path)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

---

---

---

4. CC 2022-27 Shared Marketing Employee – City/Library

a. Memorandum of Understanding – City/Library Shared Marketing Position

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

☐ Removed \_\_\_\_\_

b. Ordinance Authorizing a Fiscal Year 2023 Budget Amendment for Library-City Shared Marketing Employee

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**PLANNING AND ZONING COMMISSION:**

---

1. PZC 2022-09 & EDC 2022-29 Future Land Use Change – South Eldamain Corridor Properties

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

2. PZC 2022-10 & EDC 2022-28 Ordinance Amending the Zoning Ordinance Regarding the Definition of a Microbrewery/Brewpub/Microwinery

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**MAYOR'S REPORT (CONT'D):**

---

5. CC 2021-04 City Buildings Updates

a. Naturalized Area Proposal – Pizzo

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

☐ Removed \_\_\_\_\_

b. Resolution Authorizing Interdev to Provide IT Networking Services

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

☐ Removed \_\_\_\_\_

c. Phone System Purchase

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

6. CC 2021-38 Water Study Update

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

---

---

---

**ADDITIONAL BUSINESS:**

---

1. Dancing With Our Stars – Alderman Marek Video

---

**CITIZEN COMMENTS:**

---





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

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – May 10, 2022

**Meeting and Date:** City Council – June 14, 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 Administration  
Name Department

### Agenda Item Notes:

---

---

---

---

---

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,**  
**HELD IN THE CITY COUNCIL CHAMBERS,**  
**800 GAME FARM ROAD ON**  
**TUESDAY, MAY 10, 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
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Peterson	Present

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

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

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

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/85016053646?pwd=NXNxbWdvS2cyNDdBUGtMU2VOYnNQQT09>. The Zoom meeting ID was 850 1605 3646.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

Michael Svanovick, a resident that lives on River Road, addressed the Council with concerns about Bright Farms. Mr. Svanovick would like the Council to consider that the Bright Farms proposal is not a good fit for the City of Yorkville due to the concern of water in the area running low.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – April 12, 2022
2. Minutes of the Regular City Council – April 26, 2022

- 3. Bill Payments for Approval
  - \$ 662,756.81 (vendors – FY 22)
  - \$ 61,284.36 (vendors – FY 23)
  - \$ 361,395.30 (payroll period ending 04/29/2022)
  - \$ 1,085,436.47 (total)

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

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

**REPORTS**

**MAYOR’S REPORT**

**Ordinance 2022-18** **Approving an Agreement by and Among the United City of Yorkville, Yorkville-Bristol Sanitary District and Illinois Greenhouse, LLC (Bright Farms) (CC 2022-05)**

Mayor Purcell entertained a motion to approve an Ordinance Approving an Agreement by and Among the United City of Yorkville, Yorkville-Bristol Sanitary District and Illinois Greenhouse, LLC (Bright Farms) and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-6 Nays-2  
Plocher-aye, Funkhouser-nay, Tarulis-aye, Transier-aye,  
Soling-nay, Marek-aye, Peterson-aye, Koch-aye

**Resolution 2022-17** **Approving the Purchase of a 2022 Ford Escape for the Parks & Recreation Department (CC 2022-18)**

Mayor Purcell entertained a motion to approve a Resolution Approving the Purchase of a 2022 Ford Escape for the Parks & Recreation Department and authorize the Mayor and City Clerk to execute. So moved by Alderman Peterson; seconded by Alderman Soling.

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

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**Memorial Day Ceremony**

Parks and Recreation Director Evans shared with the Council that the Yorkville American Legion’s Annual Memorial Day Ceremony will take place on Monday, May 30, 2022, from 11:30 am – 12:30 pm at the Town Square Park (301 N. Bridge Street).

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK’S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

**Yorkville-Bristol Sanitary District Update**

Alderman Soling reported that there would be a rate adjustment starting on July 1, 2022, for the Yorkville-Bristol Sanitary District, which will be a total increase of \$23.00 a year (approximately \$2.00 per month).

**Aurora Area Convention and Visitors Bureau**

Alderman Funkhouser reported that at the monthly meeting of the AACVB, they discussed a new software called geofencing. This software has validated what the AACVB already expected regarding where they determined people were coming from. This new software is a type of tracking through mobile devices.

**KenCom**

Alderman Funkhouser reported from a recent board meeting for KenCom that they have a new intergovernmental agreement for their license plate reader program, which is in full effect. IDOT has signed off on the areas where they will be. Another item that was brought up was the 988 service, a mental health line. They will be doing a funding sweep from the 911 service and use it for the 988 service.

**Dancing With Our Stars**

Alderman Marek reported that he would be dancing in the Dancing With Our Stars fundraiser event for Simply Destinee. The event is on May 12, 2022, at 6:00 p.m. There is a stream-only event ticket.

**STAFF REPORT**

No report.

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

**City Buildings Updates**

(CC 2022-04)

Administrator Olson said the parking lot bids were open this morning. The proposals will move to the Public Works Committee next week.

**Water Study Update**

(CC 2021-38)

Mayor Purcell reported that the Governor signed the DuPage Water Commission bill last week.

**ADDITIONAL BUSINESS**

**New Garbage Carrier**

Alderman Marek wanted to thank all of the City staff for their help during the new garbage company rollout with Groot.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

Mayor Purcell entertained a motion to go into executive session for collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. So moved by Alderman Marek; seconded by Alderman Peterson.

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

The City Council entered executive session at 7:22 p.m.

The City Council returned to regular session at 7:35 p.m.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:36 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – May 24, 2022

**Meeting and Date:** City Council – June 14, 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 Administration  
Name Department

#### Agenda Item Notes:

---

---

---

---

---

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,**  
**HELD IN THE CITY COUNCIL CHAMBERS,**  
**800 GAME FARM ROAD ON**  
**TUESDAY, MAY 24, 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
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Peterson	Present

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

Staff in attendance electronically: Purchasing Manager Gayle and Community Development Director Barksdale-Noble.

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

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

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/89147622861?pwd=dk15eHF1NUNUVm5lQytBb2JjUTRwQT09>. The Zoom meeting ID was 891 4762 2861.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

**FBI LEEDA Training –  
Advanced Leadership Program Completion  
(Deputy Chief Mikolasek, Deputy Chief Pfizenmaier,  
Commander Carlyle, and Sergeant Stroup)**

Chief Jensen shared that Deputy Chief Mikolasek, Deputy Chief Pfizenmaier, Commander Carlyle, and Sergeant Stroup participated in FBI LEEDA Training which is command staff training. Chief Jensen wanted to recognize this group for their hard work and leadership.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Bill Payments for Approval
  - \$ 670,810.48 (vendors – FY22)
  - \$ 438,100.51 (vendors – FY23)
  - \$ 132,915.39 (wire payments)
  - \$ 341,159.60 (payroll period ending 05/13/2022)
  - \$ 1,582,985.98 (total)
2. Water Department Reports for March and April 2022 (PW 2022-32)
3. Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement – *authorize the Mayor and City Clerk to execute* (PW 2022-37)
4. **Resolution 2022-18** Approving an Engineering Service for Bristol Ridge Road Improvements – *authorize the Mayor and City Clerk to execute* (PW 2022-38)
5. **Resolution 2022-19** Authorizing the City’s Share of Construction & Construction Engineering Costs for the Roadway Improvement of the Bristol Ridge Road Resurfacing Project – *authorize the Mayor and City Clerk to execute* (PW 2022-39)
6. **Resolution 2022-20** Approving an Amendment to the Mailbox Standards and Replacement Policy – *authorize the Mayor and City Clerk to execute* (PW 2022-43)
7. **Ordinance 2022-19** Amending the Traffic Schedule and Index (Park Street and Freemont Street) – *authorize the Mayor and City Clerk to execute* (PW 2022-44)
8. Supplemental MFT **Resolution 2022-29** for Bulk Rock Salt – *authorize the City Clerk to execute* (PW 2022-45)
9. Leak Detection Survey Proposal – *accept the proposal from M.E. Simpson in the amount of \$23,500 to conduct a water leak survey on 100 miles of City owned water main and authorize the Public Works Director to execute* (PW 2022-46)
10. **Resolution 2022-22** Approving an Intergovernmental Agreement between the United City of Yorkville, Kendall County, Illinois and the KenCom Executive Board/Kendall County Emergency Phone Service and Communications Board – *authorize the Mayor and City Clerk to execute* (PS 2022-16)
11. Treasurer’s Report for March and April 2022 (ADM 2022-23)
12. Fiscal Year 2023 Computer Purchase – *authorize the FY23 computer purchases through Dell in an amount not to exceed \$74,898.94 and Paragon in an amount not to exceed \$5,250.65* (ADM 2022-26)
13. **Resolution 2022-23** Approving an Amendment to the United City of Yorkville Employee Manual (Health Insurance) – *authorize the Mayor and City Clerk to execute* (ADM 2022-27)

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

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

---

**REPORTS**

---

**MAYOR’S REPORT**

**Proclamation for National Safe Boating Week**  
(CC 2022-19)

Mayor Purcell proclaimed May 21-27, 2022, as National Safe Boating Week and the start of the year-round effort to promote safe boating in the United City of Yorkville. (*see attached*)

**Redistricting of City Ward Boundaries**  
(CC 2022-20)

Mayor Purcell entertained a motion to direct staff to proceed with preparing ward maps for the next City Council meeting, as described in the staff memo. So moved by Alderman Funkhouser; seconded by Alderman Koch.

Alderman Funkhouser likes the ideas from the last process. He mentioned he is ok if staff needs to split subdivisions if needed and would like to do a public hearing. Alderman Transier would also like to do a public hearing to get the community's input.

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

**Resolution 2022-24**

**Supplemental Resolution of Support and Commitment  
of Local Funds for a Community Development Block  
Grant Program Grant (BrightFarms Sewer Extension)  
(CC 2022-21)**

Mayor Purcell entertained a motion to approve a Supplemental 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 Peterson; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-7 Nays-1  
Funkhouser-aye, Tarulis-aye, Transier-aye, Soling-aye,  
Marek-aye, Peterson-aye, Koch-aye, Plocher-nay

**Sale of Old Post Office –  
201 W. Hydraulic Street (ARC Building)  
(CC 2022-22)**

Mayor Purcell said he was looking for direction on the sale of the old post office building. There are currently some interested parties in the building. Mayor is thinking of possibly doing an RFP but he's looking for suggestions. Alderman Funkhouser asked if we considered putting the boat launch and parking lot with the property. Public Works Director Dhuse said there is a lot of infrastructure within that easement. Alderman Plocher mentioned we should keep the rights to access the river no matter which way we go. Mayor Purcell said he would like to bring this back to the next meeting and vote on an RFP.

**Resolution 2022-25**

**Authorizing an Interlocal Contract for Cooperative  
Purchasing with H-GAC of Houston, Texas  
(CC 2022-23)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing an Interlocal Contract for Cooperative Purchasing with H-GAC of Houston, Texas and authorize the Mayor and City Clerk to execute. So moved by Alderman Peterson; seconded by Alderman Tarulis.

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

**PUBLIC WORKS COMMITTEE REPORT**

**Ordinance 2022-20**

**Establishing Special Service Area Number 2022-1 in the United  
City of Yorkville, Kendall County, Illinois (Timber Ridge Estates)  
(PW 2022-13)**

Alderman Marek made a motion to approve an Ordinance Establishing Special Service Area Number 2022-1 in the United City of Yorkville, Kendall County, Illinois (Timber Ridge Estates) and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

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

**Timber Ridge Street Name Changes  
(PW 2022-35)**

Alderman Marek made a motion to accept Rally Homes's request to rename the streets within Timber Ridge subdivision (formerly known as Kendallwood Estates); seconded by Alderman Plocher.

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

**Prairie Pointe Site Improvements – Bid Award  
(PW 2022-40)**

Alderman Marek made a motion to accept bid and award contract to Abbey Paving Co, Inc. in an amount not to exceed \$365,542.25; seconded by Alderman Funkhouser.

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



**Resolution 2022-26**

**Approving a Professional Design Service Agreement  
with Kluber, Inc. (Public Works Facility)  
(PW 2022-41)**

Alderman Marek made a motion to approve Resolution Approving a Professional Design Service Agreement with Kluber, Inc. and authorize the Mayor and City Clerk to execute; seconded by Alderman Tarulis.

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

**Resolution 2022-27**

**Authorizing the Purchase of a Cab Tractor and a  
Utility Vehicle and Trade-in of a 2012 Tractor  
(PW 2022-42)**

Alderman Marek made a motion to approve a Resolution Authorizing the Purchase of a Cab Tractor and a Utility Vehicle and Trade-in of a 2012 Tractor and authorize the Mayor and City Clerk to execute; seconded by Alderman Plocher.

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

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**Margaritas en Mayo**

Parks and Recreation Director Evans reminded the Council that Margaritas en Mayo takes place this week on Thursday, May 26<sup>th</sup> from 5:00 p.m. to 9:30 p.m. in downtown Yorkville and Riverfront Park.

**Memorial Day Ceremony**

Parks and Recreation Director Evans reminded the Council that the Yorkville American Legion's Annual Memorial Day Ceremony will take place on Monday, May 30, 2022, from 11:30 am – 12:30 pm at the Town Square Park (301 N. Bridge Street).

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

No report.

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

**City Building Updates  
(CC 2021-04)**

**Resolution 2022-28**

**a. Approving the Installation of Natural Gas HVAC  
Units at 651 Prairie Pointe Drive, Yorkville, Illinois**

Mayor Purcell entertained a motion to approve a Resolution Approving the Installation of Natural Gas HVAC Units at 651 Prairie Pointe Drive Yorkville, Illinois and authorize the Mayor and City Clerk to execute; So moved by Alderman Plocher; seconded by Alderman Funkhouser.

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

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

There was no water study update given at the meeting.

**Collective Bargaining Agreement between  
Yorkville Patrol Officers and the City  
(CC 2022-24)**

Mayor Purcell entertained a motion to approve a Collective Bargaining Agreement between Yorkville Patrol Officers and the City and authorize the Mayor and City Clerk to execute; So moved by Alderman Koch; seconded by Alderman Tarulis.

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

**Collective Bargaining Agreement between the  
International Union of Operating Engineers,  
Local 150, Public Employees and the City  
(CC 2022-25)**

Mayor Purcell entertained a motion to approve a Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150, Public employees and the City and authorize the Mayor and City Clerk to execute; So moved by Alderman Transier; seconded by Alderman Soling

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

**ADDITIONAL BUSINESS**

**Dancing With Our Stars**

Alderman Marek gave an update on the Dancing With Our Stars event. He said it was a great event and was a very well attended fundraiser for the Simply Destinee Youth Center. Alderman Plocher requested the video to be played on the projector at the next City Council meeting.

**CASA of Kendall County**

Alderman Traniser reported that CASA has the grand opening of their clubhouse tomorrow, May 25<sup>th</sup> at 3:00 p.m., located at 301 E. Van Emmon Street. This clubhouse is a multi-use space serving foster youth and their families and advocates. The house is a free, safe location for families to meet during court-ordered visitations.

**CITIZEN COMMENTS**

**2022 Juneteenth Celebration**

Plano Alderman Jamal Williams personally invited the Council to Plano's 2022 Juneteenth Celebration on Sunday, June 19<sup>th</sup>, from noon to 8:00 pm, with fireworks to end the night. The event will occur at Emily G John's Elementary School, 430 Mitchell Drive, Plano. There will be live bands, food trucks, and more.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:43 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois

UNITED CITY OF YORKVILLE

*Proclamation for National Safe Boating Week*

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

**WHEREAS**, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

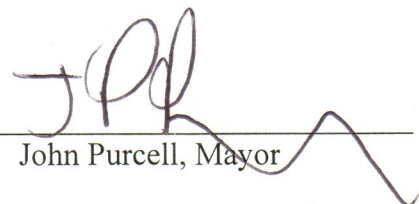
**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

**NOW, Therefore**, I, John Purcell, Mayor of the United City of Yorkville, do hereby support the goals of the Safe Boating Campaign and proclaim May 21-27, 2022 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Whereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Dated this 24<sup>th</sup> day of May, 2022, A.D.

  
John Purcell, Mayor





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

Agenda Item Number

Consent Agenda #3

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – June 14, 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 Finance  
Name Department

### Agenda Item Notes:

---

---

---

---

---



UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536634	AACVB	AURORA AREA CONVENTION					
	4/22-HAMPTON		05/23/22	01	HAMPTON HOTEL TAX REBATE-APR	01-640-54-00-5481	4,343.66
				02	2022	** COMMENT **	
					INVOICE TOTAL:		4,343.66 *
	4/22-SUNSET		05/25/22	01	SUNSET HOTEL TAX-APR 2022	01-640-54-00-5481	36.00
					INVOICE TOTAL:		36.00 *
	4/22-SUPER		05/25/22	01	SUPER 8 HOTEL TAX-APR 2022	01-640-54-00-5481	1,590.39
					INVOICE TOTAL:		1,590.39 *
					CHECK TOTAL:		5,970.05
536635	ADVDR00F	ADVANCED ROOFING INC.					
	1609		04/15/22	01	REPLACED GUTTERS AT 131	24-216-54-00-5446	1,364.74
				02	HYDRAULIC	** COMMENT **	
					INVOICE TOTAL:		1,364.74 *
					CHECK TOTAL:		1,364.74
536636	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	28805		04/18/22	01	GRAVEL	01-410-56-00-5620	527.50
				02	GRAVEL	51-510-56-00-5620	525.50
					INVOICE TOTAL:		1,053.00 *
					CHECK TOTAL:		1,053.00
536637	COMED	COMMONWEALTH EDISON					
	0435057364-0522		05/25/22	01	04/26-05/25 RT126 & SCHLHSE	23-230-54-00-5482	102.83
					INVOICE TOTAL:		102.83 *
					CHECK TOTAL:		102.83

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536638	COREMAIN	CORE & MAIN LP					
	Q777338		04/29/22	01	METER FLAG SET	51-510-56-00-5664	92.21
					INVOICE TOTAL:		92.21 *
					CHECK TOTAL:		92.21
536639	DELAGE	DLL FINANCIAL SERVICES INC					
	76486356		05/23/22	01	APR 2022 COPIER LEASE	01-110-54-00-5485	113.46
				02	APR 2022 COPIER LEASE	01-120-54-00-5485	75.64
				03	APR 2022 COPIER LEASE	01-220-54-00-5485	189.10
				04	APR 2022 COPIER LEASE	01-210-54-00-5485	299.10
				05	APR 2022 COPIER LEASE	01-410-54-00-5485	44.67
				06	APR 2022 COPIER LEASE	51-510-54-00-5485	44.67
				07	APR 2022 COPIER LEASE	52-520-54-00-5485	44.67
				08	APR 2022 COPIER LEASE	79-790-54-00-5485	94.55
				09	APR 2022 COPIER LEASE	79-795-54-00-5485	94.54
					INVOICE TOTAL:		1,000.40 *
					CHECK TOTAL:		1,000.40
536640	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704707-221400049130		05/20/22	01	04/18-05/17 RT47 & KENNEDY	23-230-54-00-5482	1,156.17
					INVOICE TOTAL:		1,156.17 *
	1704712-221440049155		05/24/22	01	04/21-05/20 421 POPLAR	23-230-54-00-5482	3,695.66
					INVOICE TOTAL:		3,695.66 *
	1704713-221440049155		05/24/22	01	04/20-05/19 FOX & PAVILLION	23-230-54-00-5482	13.06
					INVOICE TOTAL:		13.06 *
	1704715-221440049155		05/24/22	01	04/21-05/20 998 WHITE PLAINS	23-230-54-00-5482	7.65
					INVOICE TOTAL:		7.65 *
	1704717-221370049095		05/17/22	01	04/13-05/11 RT47 & ROSENWINKLE	23-230-54-00-5482	14.35
					INVOICE TOTAL:		14.35 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536640	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704718-221290049013	05/09/22	01	04/06-05/05	RT34 & CANNONBALL	23-230-54-00-5482	17.71
					INVOICE TOTAL:		17.71 *
	1704719-221470049189	05/27/22	01	04/25-05/24	LEASURE & SUNSET	23-230-54-00-5482	259.92
					INVOICE TOTAL:		259.92 *
	1704724-221400049130	05/20/22	01	04/18-05/16	3299 LEHMAN CR	51-510-54-00-5480	8,309.79
					INVOICE TOTAL:		8,309.79 *
	4704711-221320049055	05/12/22	01	04/08-05/09	KENNEDY RD	23-230-54-00-5482	16.57
					INVOICE TOTAL:		16.57 *
					CHECK TOTAL:		13,490.88
536641	ECO	ECO CLEAN MAINTENANCE INC					
	10358	01/31/22	01	JAN 2022	OFFICE CLEANING	01-110-54-00-5448	1,005.00
			02	JAN 2022	OFFICE CLEANING	01-210-54-00-5488	1,005.00
			03	JAN 2022	OFFICE CLEANING	79-795-54-00-5488	525.00
			04	JAN 2022	OFFICE CLEANING	79-790-54-00-5488	135.00
			05	JAN 2022	OFFICE CLEANING	51-510-54-00-5488	65.00
			06	JAN 2022	OFFICE CLEANING	01-410-54-00-5488	65.00
			07	JAN 2022	OFFICE CLEANING	52-520-54-00-5488	65.00
					INVOICE TOTAL:		2,865.00 *
	10359	01/31/22	01	JAN 2022	OFFICE CLEANING AT	24-216-54-00-5446	584.00
			02	651 PRAIRIE	POINT DR	** COMMENT **	
					INVOICE TOTAL:		584.00 *
	10360	01/31/22	01	JAN 2022	ADDITIONAL CLEANING	01-110-54-00-5488	85.75
			02	JAN 2022	ADDITIONAL CLEANING	01-210-54-00-5488	85.75
			03	JAN 2022	ADDITIONAL CLEANING	79-795-54-00-5488	105.00
			04	JAN 2022	ADDITIONAL CLEANING	79-790-54-00-5488	97.50
			05	JAN 2022	ADDITIONAL CLEANING	01-410-54-00-5488	42.50

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536641	ECO	ECO CLEAN MAINTENANCE INC					
	10360		01/31/22	06	JAN 2022 ADDITIONAL CLEANING	51-510-54-00-5488	42.50
				07	JAN 2022 ADDITIONAL CLEANING	52-520-54-00-5488	42.50
					INVOICE TOTAL:		501.50 *
	10556		03/31/22	01	MAR 2022 OFFICE CLEANING	01-110-54-00-5488	1,005.00
				02	MAR 2022 OFFICE CLEANING	01-210-54-00-5488	1,005.00
				03	MAR 2022 OFFICE CLEANING	79-795-54-00-5488	525.00
				04	MAR 2022 OFFICE CLEANING	79-790-54-00-5488	135.00
				05	MAR 2022 OFFICE CLEANING	01-410-54-00-5488	65.00
				06	MAR 2022 OFFICE CLEANING	51-510-54-00-5488	65.00
				07	MAR 2022 OFFICE CLEANING	52-520-54-00-5488	65.00
					INVOICE TOTAL:		2,865.00 *
	10557		03/31/22	01	MAR 2022 ADDITIONAL CLEANING	01-110-54-00-5488	85.75
				02	MAR 2022 ADDITIONAL CLEANING	01-210-54-00-5488	85.75
				03	MAR 2022 ADDITIONAL CLEANING	79-795-54-00-5488	105.00
				04	MAR 2022 ADDITIONAL CLEANING	79-790-54-00-5488	97.50
				05	MAR 2022 ADDITIONAL CLEANING	01-410-54-00-5488	42.50
				06	MAR 2022 ADDITIONAL CLEANING	51-510-54-00-5488	42.50
				07	MAR 2022 ADDITIONAL CLEANING	52-520-54-00-5488	42.50
					INVOICE TOTAL:		501.50 *
	10558		03/31/22	01	MAR 2022 OFFICE CLEANING AT	24-216-54-00-5446	584.00
				02	651 PRAIRIE POINT DR	** COMMENT **	
					INVOICE TOTAL:		584.00 *
	10630		04/25/22	01	APR 2022 OFFICE CLEANING	01-110-54-00-5488	965.00
				02	APR 2022 OFFICE CLEANING	01-210-54-00-5488	965.00
				03	APR 2022 OFFICE CLEANING	79-795-54-00-5488	485.00
				04	APR 2022 OFFICE CLEANING	79-790-54-00-5488	214.00
				05	APR 2022 OFFICE CLEANING	01-410-54-00-5488	51.67
				06	APR 2022 OFFICE CLEANING	52-520-54-00-5488	51.67
				07	APR 2022 OFFICE CLEANING	51-510-54-00-5488	51.66
					INVOICE TOTAL:		2,784.00 *

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



CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536641	ECO	ECO CLEAN MAINTENANCE INC					
	10631		04/25/22	01	APR 2022 ADDITIONAL CLEANING	01-110-54-00-5488	85.75
				02	APR 2022 ADDITIONAL CLEANING	01-210-54-00-5488	85.75
				03	APR 2022 ADDITIONAL CLEANING	79-790-54-00-5488	105.00
				04	APR 2022 ADDITIONAL CLEANING	79-790-54-00-5488	97.50
				05	APR 2022 ADDITIONAL CLEANING	01-410-54-00-5488	42.50
				06	APR 2022 ADDITIONAL CLEANING	51-510-54-00-5488	42.50
				07	APR 2022 ADDITIONAL CLEANING	52-520-54-00-5488	42.50
					INVOICE TOTAL:		501.50 *
					CHECK TOTAL:		11,186.50
536642	EEI	ENGINEERING ENTERPRISES, INC.					
	74230		05/27/22	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465	1,696.75
					INVOICE TOTAL:		1,696.75 *
	74232		05/27/22	01	PRESTWICK	01-640-54-00-5465	953.00
					INVOICE TOTAL:		953.00 *
	74234		05/27/22	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465	87.00
					INVOICE TOTAL:		87.00 *
	74235		05/27/22	01	GRANDE RESERVE UNIT 23	01-640-54-00-5465	927.75
					INVOICE TOTAL:		927.75 *
	74237		05/27/22	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465	1,527.75
					INVOICE TOTAL:		1,527.75 *
	74238		05/27/22	01	WHISPERING MEADOWS TRG	01-640-54-00-5465	2,020.00
					INVOICE TOTAL:		2,020.00 *
	74239		05/27/22	01	GRANDE RESERVE UNIT 8-ENG	01-640-54-00-5465	300.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		300.00 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536642	EEI	ENGINEERING ENTERPRISES, INC.					
	74240		05/27/22	01	HEARTLAND MEADOWS-ENG	01-640-54-00-5465	100.00
				02	INSPECTION	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74241		05/27/22	01	BACKBERRY WOODS PHASE B - ENG	01-640-54-00-5465	100.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74242		05/27/22	01	KENDALL MARKETPLACE-ENG	01-640-54-00-5465	100.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74243		05/27/22	01	PRESWICK-ENG INSPECTIONS	01-640-54-00-5465	500.00
					INVOICE TOTAL:		500.00 *
	74244		05/27/22	01	GRANDE RESERVE UNIT 3-ENG	01-640-54-00-5465	400.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		400.00 *
	74246		05/27/22	01	RAINTREE VILAGE PUBLIC	01-640-54-00-5465	1,978.50
				02	IMPROVEMENT COMPLETION	** COMMENT **	
					INVOICE TOTAL:		1,978.50 *
					CHECK TOTAL:		10,690.75
536643	EEI	ENGINEERING ENTERPRISES, INC.					
	74247		05/27/22	01	BEAVER STREET PUMP STATION	51-510-60-00-6060	937.50
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		937.50 *
					CHECK TOTAL:		937.50
536644	EEI	ENGINEERING ENTERPRISES, 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	LIBRARY CAPITAL
01-210	POLICE	23-216	MUNICIPAL BUILDING	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-220	COMMUNITY DEVELOPMENT	23-230	CITY-WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-410	STREETS OPERATION	24-216	BUILDING & GROUNDS	72-720	LAND CASH	89-890	DOWNTOWN TIF II
01-640	ADMINISTRATIVE SERVICES	25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPARTMENT	950-XXX	ESCROW DEPOSIT

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536644	EEI	ENGINEERING ENTERPRISES, INC.					
	74248		05/27/22	01	2021 SIDEWALK REPLACEMENT	23-230-60-00-6041	189.00
				02	PROGRAM	** COMMENT **	
					INVOICE TOTAL:		189.00 *
	74249		05/27/22	01	RAINTREE VILLAGE UNIT 4 - ENG	01-640-54-00-5465	700.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		700.00 *
					CHECK TOTAL:		889.00
536645	EEI	ENGINEERING ENTERPRISES, INC.					
	74250		05/27/22	01	PRAIRIE POINTE IMPROVEMENTS	24-216-60-00-6030	26,367.00
					INVOICE TOTAL:		26,367.00 *
					CHECK TOTAL:		26,367.00
536646	EEI	ENGINEERING ENTERPRISES, INC.					
	74252		05/27/22	01	RT71 IMPROVEMENTS	01-640-54-00-5465	307.50
					INVOICE TOTAL:		307.50 *
	74253		05/27/22	01	BRISTOL RIDGE RD RESURFACING	23-230-60-00-6032	6,496.60
					INVOICE TOTAL:		6,496.60 *
	74254		05/27/22	01	KENNEDY AND MILL RD	23-230-60-00-6088	513.83
				02	INTERSECTION IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		513.83 *
	74255		05/27/22	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00
					INVOICE TOTAL:		1,900.00 *
	74256		05/27/22	01	YBSD SOLIDS HANDLING	01-640-54-00-5465	1,371.00
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		1,371.00 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536646	EEI	ENGINEERING ENTERPRISES, INC.					
	74257		05/27/22	01	MILL RD RECONSTRUCTION-PSH III	23-230-60-00-6012	1,818.00
					INVOICE TOTAL:		1,818.00 *
	74259		05/27/22	01	ALTERNANTIVE WATER SOURCE	51-510-54-00-5465	2,497.55
				02	STUDY UPDATE	** COMMENT **	
					INVOICE TOTAL:		2,497.55 *
	74261		05/27/22	01	GRANDE RESERVE UNIT 4-ENG	01-640-54-00-5465	100.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74262		05/27/22	01	CANNONBALL TRL IMPROVEMENTS	01-640-54-00-5465	404.25
					INVOICE TOTAL:		404.25 *
	74263		05/27/22	01	WELL 4 REHAB	51-510-60-00-6022	1,681.00
					INVOICE TOTAL:		1,681.00 *
	74264		05/27/22	01	E. MAIN ST IMPROVEMENTS	51-510-60-00-6025	10,853.25
					INVOICE TOTAL:		10,853.25 *
	74265		05/27/22	01	GRANDE RESERVE UNIT 26-ENG	01-640-54-00-5465	200.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		200.00 *
	74267		05/27/22	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465	234.00
					INVOICE TOTAL:		234.00 *
	74268		05/27/22	01	GRANDE RESERVE UNIT 20-ENG	01-640-54-00-5465	200.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		200.00 *
	74269		05/27/22	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015	247.50
					INVOICE TOTAL:		247.50 *
	74270		05/27/22	01	FY 2023 BUDGET	01-640-54-00-5465	197.25
					INVOICE TOTAL:		197.25 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536646	EEI	ENGINEERING ENTERPRISES, INC.					
	74271		05/27/22	01	2022 ROAD PROGRAM	23-230-60-00-6025	6,249.65
					INVOICE TOTAL:		6,249.65 *
	74272		05/27/22	01	LAKE MICHIGAN ALLOCATION	51-510-54-00-5465	12,331.90
				02	PERMIT APPLICATION	** COMMENT **	
					INVOICE TOTAL:		12,331.90 *
					CHECK TOTAL:		47,603.28
536647	EEI	ENGINEERING ENTERPRISES, INC.					
	74275		05/27/22	01	CORNEILS RD INTERCEPTOR SEWER	52-520-60-00-6092	19,646.75
					INVOICE TOTAL:		19,646.75 *
					CHECK TOTAL:		19,646.75
536648	EEI	ENGINEERING ENTERPRISES, INC.					
	74276		05/27/22	01	CITY OF YORKVILLE	01-640-54-00-5465	1,783.50
					INVOICE TOTAL:		1,783.50 *
	74277		05/27/22	01	GRANDE RESERVE UNIT 15-ENG	01-640-54-00-5465	500.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		500.00 *
	74278		05/27/22	01	RAINTREE VILLAGE UNIT 6-ENG	01-640-54-00-5465	400.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		400.00 *
	74279		05/27/22	01	LSL INVENTORY	01-640-54-00-5465	1,282.00
					INVOICE TOTAL:		1,282.00 *
	74287		05/27/22	01	BRISTOL BAY ELEMENTARY	01-640-54-00-5465	1,113.75
				02	TRAFFIC ANALYSIS	** COMMENT **	
					INVOICE TOTAL:		1,113.75 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536648	EEI	ENGINEERING ENTERPRISES, INC.					
	74289		05/27/22	01	GRANDE RESERVE UNIT 7-ENG	01-640-54-00-5465	100.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74291		05/27/22	01	LINCOLN PRAIRIE-JLL	01-640-54-00-5465	8,466.75
					INVOICE TOTAL:		8,466.75 *
	74293		05/27/22	01	YORKVILLE MIDDLE SCHOOL -	01-640-54-00-5465	4,248.75
				02	TRAFFIC ISSUES	** COMMENT **	
					INVOICE TOTAL:		4,248.75 *
	74301		05/27/22	01	GRANDE RESERVE UNIT 9-ENG	01-640-54-00-5465	100.00
				02	INSPECTIONS	** COMMENT **	
					INVOICE TOTAL:		100.00 *
	74303		05/27/22	01	GENERAL LAKE MICHIGAN/DWC	51-510-54-00-5465	596.75
				02	COORDINATION	** COMMENT **	
					INVOICE TOTAL:		596.75 *
					CHECK TOTAL:		18,591.50
536649	FVFS	FOX VALLEY FIRE & SAFETY					
	IN00510280		03/11/22	01	FIRE EXTINGUISHER SERVICE AT	24-216-54-00-5446	160.75
				02	BEECER BLDG	** COMMENT **	
					INVOICE TOTAL:		160.75 *
	IN00510287		03/30/22	01	FIRE SPRINKLER SYSTEM SERVICE	24-216-54-00-5446	246.00
				02	AT BEECHER BLDG	** COMMENT **	
					INVOICE TOTAL:		246.00 *
	IN00510297		03/30/22	01	REPLACEMENT FIRE EXTINGUISHER	24-216-54-00-5446	94.50
				02	FOR BEECHER BLDG	** COMMENT **	
					INVOICE TOTAL:		94.50 *
					CHECK TOTAL:		501.25

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536650	HOUSEAL	HOUSEAL LAVIGNE ASSOCIATES					
	5537		05/17/22	01	3/1-4/30 CONSULTING SERVICES	01-220-54-00-5462	10,230.00
					INVOICE TOTAL:		10,230.00 *
					CHECK TOTAL:		10,230.00
536651	ILPD4778	ILLINOIS STATE POLICE					
	043022		04/30/22	01	LIQUOR BACKGROUND CHECKS	01-110-54-00-5462	197.75
					INVOICE TOTAL:		197.75 *
					CHECK TOTAL:		197.75
536652	ILPD4811	ILLINOIS STATE POLICE					
	043022		04/30/22	01	SOLICITOR BACKGROUND CHECKS	01-110-54-00-5462	84.75
				02	BACKGROUND CHECKS	01-220-54-00-5462	84.75
				03	BACKGROUND CHECKS	79-795-54-00-5462	141.25
				04	BACKGROUND CHECK	01-110-54-00-5462	28.25
					INVOICE TOTAL:		339.00 *
					CHECK TOTAL:		339.00
536653	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 04/22		05/18/22	01	NCG AMUSEMENT TAX REBATE	01-640-54-00-5439	2,413.35
				02	APR 2022	** COMMENT **	
					INVOICE TOTAL:		2,413.35 *
					CHECK TOTAL:		2,413.35
536654	LANEMUCH	LANER, MUCHIN, LTD					
	621452		05/01/22	01	2021 POLICE REVIEW & 2022	01-640-54-00-5463	810.00
				02	GENERAL COUNSELING	** COMMENT **	
					INVOICE TOTAL:		810.00 *
					CHECK TOTAL:		810.00

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536655	MARTENSO	MARTENSON	TURF PRODUCTS				
	85369		04/29/22	01	SPORTSFIELD TREATMENT SUPPLIES	79-790-56-00-5646	9,580.05
					INVOICE TOTAL:		9,580.05 *
					CHECK TOTAL:		9,580.05
536656	NICOR	NICOR	GAS				
	16-00-27-3553	4-0422	05/12/22	01	04/12-05/12 1301 CAROLYN CT	01-110-54-00-5480	52.61
					INVOICE TOTAL:		52.61 *
	31-61-67-2493	1-0422	05/11/22	01	04/11-05/11 276 WINDHAM CR	01-110-54-00-5480	52.57
					INVOICE TOTAL:		52.57 *
	37-35-53-1941	1-0422	05/09/22	01	04/07-05/09 185 WOLF ST	01-110-54-00-5480	307.12
					INVOICE TOTAL:		307.12 *
	45-12-25-4081	3-0422	05/12/22	01	04/11-05/11 201 W HYDRAULIC	01-110-54-00-5480	226.99
					INVOICE TOTAL:		226.99 *
	46-69-47-6727	1-0422	05/09/22	01	04/07-05/09 1975 N BRIDGE	01-110-54-00-5480	157.78
					INVOICE TOTAL:		157.78 *
	66-70-44-6942	9-0422	05/09/22	01	04/07-05/09 1908 RAINTREE RD	01-110-54-00-5480	180.64
					INVOICE TOTAL:		180.64 *
	80-56-05-1157	0-0422	05/09/22	01	04/07-05/09 2512 ROSEMONT	01-110-54-00-5480	73.25
					INVOICE TOTAL:		73.25 *
					CHECK TOTAL:		1,050.96
536657	R0002514	PATRICIA	GABERT				
	STCKR-RFND		06/01/22	01	REFUND FOR UNUSED GARBAGE	01-000-46-00-4690	14.00
				02	STICKERS	** COMMENT **	
					INVOICE TOTAL:		14.00 *
					CHECK TOTAL:		14.00

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



CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536658	RUSHTRCK	RUSH TRUCK CENTER					
	3026647669		02/17/22	01	ELBOWS, PLUGS, VALVE AIR TANK	01-410-56-00-5628	445.83
				02	CHECK KITS, ADAPTERS	** COMMENT **	
					INVOICE TOTAL:		445.83 *
					CHECK TOTAL:		445.83
536659	SEBIS	SEBIS DIRECT					
	38296		05/16/22	01	APR 2022 UB BILLING	01-120-54-00-5430	364.57
				02	APR 2022 UB BILLING	51-510-54-00-5430	488.43
				03	APR 2022 UB BILLING	52-520-54-00-5430	227.85
				04	APR 2022 UB BILLING	79-795-54-00-5426	268.80
					INVOICE TOTAL:		1,349.65 *
					CHECK TOTAL:		1,349.65
536660	SIMPLEX	JOHNSON CONTROLS					
	22838632		04/01/22	01	FIRE ALARM TEST AND	24-216-54-00-5446	2,410.20
				02	INSPECTION AT 800 GAME FARM RD	** COMMENT **	
					INVOICE TOTAL:		2,410.20 *
					CHECK TOTAL:		2,410.20
536661	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	111186		03/29/22	01	SIGNS	23-230-56-00-5619	2,170.70
					INVOICE TOTAL:		2,170.70 *
	111187		03/29/22	01	BARRICADES	01-410-56-00-5620	970.70
				02	BARRICADES	51-510-56-00-5620	970.70
				03	BARRICADES	52-520-56-00-5620	970.70
					INVOICE TOTAL:		2,912.10 *
	111297		04/12/22	01	ULTRA LOK BAND	23-230-56-00-5619	476.85
					INVOICE TOTAL:		476.85 *

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

CHECK DATE: 06/14/22

FY 22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536661	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	111347		04/19/22	01	FAST DRY LAYTEX	01-410-56-00-5640	2,317.00
					INVOICE TOTAL:		2,317.00 *
					CHECK TOTAL:		7,876.65
536662	TRICO	TRICO MECHANICAL , INC					
	6502		04/06/22	01	REPLACE WATER HEATER AT CITY	24-216-54-00-5446	816.00
				02	HALL	** COMMENT **	
					INVOICE TOTAL:		816.00 *
					CHECK TOTAL:		816.00
536663	WINTEREQ	WINTER EQUIPMENT COMPANY					
	IV50301		01/05/21	01	PLOW MARKERS	01-410-56-00-5628	336.39
					INVOICE TOTAL:		336.39 *
					CHECK TOTAL:		336.39
536664	YORKGFPC	PETTY CASH					
	043022		05/22/22	01	GARBAGE STICKER REFUNDS	01-000-46-00-4690	15.00
					INVOICE TOTAL:		15.00 *
					CHECK TOTAL:		15.00
536665	YORKPRPC	YORKVILLE PARK & REC					
	043022		04/30/22	01	GOODWILL-SCARECROW SUPPLIES	79-795-56-00-5606	24.00
					INVOICE TOTAL:		24.00 *
					CHECK TOTAL:		24.00
					TOTAL AMOUNT PAID:		197,396.47

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

DATE: 06/06/22  
TIME: 11:55:07  
ID: AP225000.WOW

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131197	KCR	KENDALL COUNTY RECORDER'S			06/01/22		
	131097	06/01/22	01	SATISFCTION OF TAX LIEN FOR		01-000-24-00-2440	67.00
			02	SSA 2004-107		** COMMENT **	
			03	SATISFACTION OF TAX LIEN FOR		01-000-24-00-2440	67.00
			04	SSA 2004-107		** COMMENT **	
			05	SATISFACTION OF TAX LIEN FOR		01-000-24-00-2440	67.00
			06	SSA 2005-108		** COMMENT **	
			07	ORIDANCE ESTABLISHING SSA		90-174-00-00-0011	151.00
			08	2022-1		** COMMENT **	
				INVOICE TOTAL:			352.00 *
				CHECK TOTAL:			352.00
				TOTAL AMOUNT PAID:			352.00

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

DATE: 06/06/22

UNITED CITY OF YORKVILLE

CHECK REGISTER

FY 23

PRG ID: AP215000.WOW

CHECK DATE: 06/06/22

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
536756	UIRVDA	UPPER ILLINOIS RIVER VALLEY					
	060622		06/06/22	01	ENTERPRISE ZONE APPLICATION	52-520-60-00-6092	1,000.00
				02	FEE FOR BRIGHT FARMS	** COMMENT **	
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
					TOTAL AMOUNT PAID:		1,000.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536666	BEEBED	DAVID BEEBE					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
536667	BEYERD	DWAYNE F BEYER					
	051922	05/19/22	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
536668	BLAKEW	WILLIAM BLAKE					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
536669	BNYMGLOB	THE BANK OF NEW YORK MELLON					
	252-2473954	05/27/22	01	LIB BOND SERIES 2013 ANNUAL	82-820-54-00-5498		1,100.00
			02	ADMIN FEES	** COMMENT **		
					INVOICE TOTAL:		1,100.00 *
					CHECK TOTAL:		1,100.00
536670	BOULEA	ANTHONY BOULE					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
536671	BOUNCE	BOUNCE CITY PARTY RENTALS					

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536671	BOUNCE	BOUNCE CITY PARTY RENTALS					
	052322	05/23/22	01	JULY 4TH INFLATABLE RENTALS	79-795-56-00-5606		1,445.00
					INVOICE TOTAL:		1,445.00 *
					CHECK TOTAL:		1,445.00
536672	BRONZEME	BRONZE MEMORIAL CO.					
	707364	05/21/22	01	NAMEPLATE	79-790-56-00-5640		212.31
					INVOICE TOTAL:		212.31 *
					CHECK TOTAL:		212.31
D002513	BROWND	DAVID BROWN					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536673	CIVICPLS	CIVIC PLUS					
	227850	05/31/22	01	MUNICODE ELECTRONIC UPDATE	01-110-54-00-5451		724.00
					INVOICE TOTAL:		724.00 *
					CHECK TOTAL:		724.00
D002514	CONARDR	RYAN CONARD					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536674	CONFORTM	MASON CONFORTI					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		90.00
					INVOICE TOTAL:		90.00 *
					CHECK TOTAL:		90.00
536675	COREMAIN	CORE & MAIN LP					
	Q666256	05/20/22	01	METERS	51-510-56-00-5664		8,055.50
					INVOICE TOTAL:		8,055.50 *
	Q861396	05/13/22	01	METER WIRE	51-510-56-00-5664		424.21
					INVOICE TOTAL:		424.21 *
	Q893539	05/20/22	01	METERS	51-510-56-00-5638		8,640.00
					INVOICE TOTAL:		8,640.00 *
					CHECK TOTAL:		17,119.71
536676	DARNELLK	KENTON DARNELL					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		370.00
					INVOICE TOTAL:		370.00 *
					CHECK TOTAL:		370.00
536677	DEKANE	DEKANE EQUIPMENT CORP.					
	IA83965	05/26/22	01	V-BELTS	01-410-56-00-5628		263.67
					INVOICE TOTAL:		263.67 *
					CHECK TOTAL:		263.67
536678	DELAGE	DLL FINANCIAL SERVICES INC					
	76399391	05/17/22	01	JUL 2022 SHRD PRINT SERVICES	01-110-54-00-5485		112.33

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536678	DELAGE	DLL FINANCIAL SERVICES INC					
	76399391	05/17/22	02	JUL 2022 SHRD PRINT SERVICES	01-120-54-00-5485		37.44
			03	JUL 2022 SHRD PRINT SERVICES	01-210-54-00-5485		112.33
			04	JUL 2022 SHRD PRINT SERVICES	51-510-54-00-5485		50.18
			06	JUL 2022 SHRD PRINT SERVICES	52-520-54-00-5485		12.36
			07	JUL 2022 SHRD PRINT SERVICES	01-410-54-00-5485		12.36
				INVOICE TOTAL:			337.00 *
				CHECK TOTAL:			337.00
D002515	DHUSEE	DHUSE, ERIC					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	MAY 2022 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002516	DLK	DLK, LLC					
	245	05/27/22	01	MAY 2022 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,620.00
			02	HOURS	** COMMENT **		
				INVOICE TOTAL:			9,620.00 *
				DIRECT DEPOSIT TOTAL:			9,620.00
536679	DONOVANM	MICHAEL DONOVAN					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				CHECK TOTAL:			45.00

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



INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536680	DUTEK	THOMAS & JULIE FLETCHER					
	1016690	05/09/22	01	BALL VALVE	01-410-56-00-5628		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
536681	ECO	ECO CLEAN MAINTENANCE INC					
	10729	06/01/22	01	MAY 2022 ADDITIONAL OFFICE	01-110-54-00-5488	COVID-19	85.75
			02	CLEANING	** COMMENT **		
			03	MAY 2022 ADDITIONAL OFFICE	01-210-54-00-5488	COVID-19	85.75
			04	CLEANING	** COMMENT **		
			05	MAY 2022 ADDITIONAL OFFICE	79-795-54-00-5488	COVID-19	105.00
			06	CLEANING	** COMMENT **		
			07	MAY 2022 ADDITIONAL OFFICE	79-790-54-00-5488	COVID-19	97.50
			08	CLEANING	** COMMENT **		
			09	MAY 2022 ADDITIONAL OFFICE	01-410-54-00-5488	COVID-19	42.50
			10	CLEANING	** COMMENT **		
			11	MAY 2022 ADDITIONAL OFFICE	51-510-54-00-5488	COVID-19	42.50
			12	CLEANING	** COMMENT **		
			13	MAY 2022 ADDITIONAL OFFICE	52-520-54-00-5488	COVID-19	42.50
			14	CLEANING	** COMMENT **		
					INVOICE TOTAL:		501.50 *
					CHECK TOTAL:		501.50
536682	EEI	ENGINEERING ENTERPRISES, INC.					
	74231	05/27/22	01	GRANDE RESERVE-AVANTI	90-163-00-00-0111		304.50
					INVOICE TOTAL:		304.50 *
	74233	05/27/22	01	HEARTLAND MEADOWS	90-064-64-00-0111		1,547.50
					INVOICE TOTAL:		1,547.50 *
	74236	05/27/22	01	WINDETT RIDGE - UNIT 2	90-048-48-00-0111		208.00
					INVOICE TOTAL:		208.00 *

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536682	EEI	ENGINEERING ENTERPRISES, INC.					
	74245	05/27/22	01	GRANDE RESERVE - UNITS 26 & 27	90-147-00-00-0111		3,627.50
					INVOICE TOTAL:		3,627.50 *
	74251	05/27/22	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		11,781.50
			02	PSH 2 & 3	** COMMENT **		
					INVOICE TOTAL:		11,781.50 *
	74258	05/27/22	01	BRIGHT FARMS	90-174-00-00-0111		25,628.32
					INVOICE TOTAL:		25,628.32 *
	74260	05/27/22	01	169 COMMERCIAL DR	90-169-00-00-0111		87.00
					INVOICE TOTAL:		87.00 *
	74266	05/27/22	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		1,002.00
					INVOICE TOTAL:		1,002.00 *
	74273	05/27/22	01	LOT 8, YORKVILLE BUS. CENTER	90-176-00-00-0111		253.00
					INVOICE TOTAL:		253.00 *
	74274	05/27/22	01	1735 MARKETVIEW-BELLE TIRE	90-175-00-00-0111		1,016.75
					INVOICE TOTAL:		1,016.75 *
	74280	05/27/22	01	BRISTOL BAY UNIT 3 RESUB	90-179-00-00-0111		103.00
					INVOICE TOTAL:		103.00 *
	74285	05/27/22	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		1,813.25
					INVOICE TOTAL:		1,813.25 *
	74302	05/27/22	01	CALEDONDIA UNIT 3	90-188-00-00-0111		717.00
					INVOICE TOTAL:		717.00 *
					CHECK TOTAL:		48,089.32

536683 ELENBAAJ JOHN ELENBAAS

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536683	ELENBAAJ	JOHN ELENBAAS					
	052122	05/21/22	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
D002517	EVANST	TIM EVANS					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	MAY 2022 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002518	EVERNDEH	HAYDEN EVERNDEN					
	05/11-05/24	06/01/22	01	UMPIRE	79-795-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536684	EVINST	W. THOMAS EVINS					
	051422	05/14/22	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
536685	FOX RIDGE	FOX RIDGE STONE					
	6011	05/14/22	01	SPOILS DISPOSAL FOR CITY HALL	24-216-54-00-5446		650.00
			02	PARKING LOT ISLANDS	** COMMENT **		
					INVOICE TOTAL:		650.00 *
					CHECK TOTAL:		650.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002519	FREDRICR	ROB FREDRICKSON					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
536686	FRNKMRSH	FRANK MARSHALL					
	91204	05/05/22	01	AIR CONDITIONER BREAKER	24-216-54-00-5446		163.18
			02	INSTALLATION AT FOXY'S ICE	** COMMENT **		
			03	CREAM	** COMMENT **		
				INVOICE TOTAL:			163.18 *
				CHECK TOTAL:			163.18
536687	FRNKMRSH	FRANK MARSHALL					
	91210	06/03/22	01	ENGINEERS PAYMENT ESTIMATE #4	51-510-60-00-6060		30,147.30
			02	BEAVER ST PUMP STATION	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
				INVOICE TOTAL:			30,147.30 *
				CHECK TOTAL:			30,147.30
D002520	GALAUNEJ	JAKE GALAUNER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D002521	GARCIAL	LUIS GARCIA					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002521	GARCIAL	LUIS GARCIA					
	060122	06/01/22	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536688	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	139914125-6	03/31/22	01	LIABILITY INS INSTALL #6	01-640-52-00-5231		13,201.42
			02	LIABILITY INS INSTALL #6-P	01-640-52-00-5231		2,744.89
			03	LIABILITY INS INSTALL #6	51-510-52-00-5231		1,455.69
			04	LIABILITY INS INSTALL #6	52-520-52-00-5231		697.80
			05	LIABILITY INS INSTALL #6	82-820-52-00-5231		1,094.20
					INVOICE TOTAL:		19,194.00 *
					CHECK TOTAL:		19,194.00
536689	GOSSA	ALLEN R. GOSS					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
536690	GROUND	GROUND EFFECTS INC.					
	468595-000	05/19/22	01	DIRT	01-410-56-00-5640		373.80
					INVOICE TOTAL:		373.80 *
					CHECK TOTAL:		373.80
536691	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000264	05/26/22	01	MYGOVHUB FEES - MAY 2022	01-120-54-00-5462		271.40
			02	MYGOVHUB FEES - MAY 2022	51-510-54-00-5462		409.58

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 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536691	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIXT0000264	05/26/22	03	MYGOVHUB FEES - MAY 2022	52-520-54-00-5462		118.20
					INVOICE TOTAL:		799.18 *
					CHECK TOTAL:		799.18
D002522	HENNED	DURK HENNE					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002523	HERNANDA	ADAM HERNANDEZ					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536692	HERNANDN	NOAH HERNANDEZ					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D002524	HORNERR	RYAN HORNER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002525	HOULEA	ANTHONY HOULE					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536693	HUITROND	DIEGO HUITRAN					
	051222	05/12/22	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
	051422	05/14/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
	051722	05/17/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
	52122	05/21/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		245.00
536694	HUMBERS	CARTER HUMBERS					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		140.00
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		140.00
536695	ILRAILWA	ILLINOIS RAILWAY LLC					
	131943	06/02/22	01	RIVERFRONT PARK RAILROAD	79-790-54-00-5485		5,828.49
			02	PARKING LOT ACCESS ANNUAL	** COMMENT **		
			03	AGREEMENT	** COMMENT **		
					INVOICE TOTAL:		5,828.49 *
					CHECK TOTAL:		5,828.49

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536696	ILTREASU	STATE OF ILLINOIS TREASURER					
	117	06/01/22	01	RT47 EXPANSION PYMT #117	15-155-60-00-6079		6,148.89
			02	RT47 EXPANSION PYMT #117	51-510-60-00-6079		3,780.98
			03	RT47 EXPANSION PYMT #117	52-520-60-00-6079		1,873.48
			04	RT47 EXPANSION PYMT #117	88-880-60-00-6079		624.01
				INVOICE TOTAL:			12,427.36 *
				CHECK TOTAL:			12,427.36
536697	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	029543	05/16/22	01	REPLACE TAILGATE RELEASE	01-410-54-00-5490		409.50
			02	CHAMBER	** COMMENT **		
				INVOICE TOTAL:			409.50 *
				CHECK TOTAL:			409.50
536698	IPRF	ILLINOIS PUBLIC RISK FUND					
	76219	05/13/22	01	JUNE 2022 WORKER COMP INS	01-640-52-00-5231		11,481.69
			02	JUNE 2022 WORKER COMP INS-P	01-640-52-00-5231		2,335.65
			03	JUNE 2022 WORKER COMP INS	51-510-52-00-5231		1,088.80
			04	JUNE 2022 WORKER COMP INS	52-520-52-00-5231		491.82
			05	JUNE 2022 WORKER COMP INS	82-820-52-00-5231		928.04
				INVOICE TOTAL:			16,326.00 *
				CHECK TOTAL:			16,326.00
536699	IRVINGS	STEPHEN IRVING					
	051222	05/12/22	01	UMPIRE	79-795-54-00-5462		160.00
				INVOICE TOTAL:			160.00 *
	051922	05/19/22	01	UMPIRE	79-795-54-00-5462		160.00
				INVOICE TOTAL:			160.00 *
				CHECK TOTAL:			320.00

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



INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002526	JACKSONJ	JAMIE JACKSON					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536700	JDDOOR	J & D DOOR SALES, INC					
	113488	05/18/22	01	REPLACED COMMERCIAL ELECTRICAL	24-216-54-00-5446		310.00
			02	EYES	** COMMENT **		
					INVOICE TOTAL:		310.00 *
					CHECK TOTAL:		310.00
D002527	JOHNGEOR	GEORGE JOHNSON					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	MAY 2022 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536701	JULIE	JULIE, INC.					
	2022-1963-033122	06/01/22	01	2022 ASSESSMENT BALANCE	01-410-54-00-5483		2,136.35
			02	2022 ASSESSMENT BALANCE	51-510-54-00-5483		2,136.35
			03	2022 ASSESSMENT BALANCE	52-520-54-00-5483		2,136.35
					INVOICE TOTAL:		6,409.05 *
					CHECK TOTAL:		6,409.05
536702	JUSTSAFE	JUST SAFETY, LTD					

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536702	JUSTSAFE	JUST SAFETY, LTD					
	37406	05/19/22	01	FIRST AID SUPPLIES	52-520-56-00-5620		33.20
					INVOICE TOTAL:		33.20 *
					CHECK TOTAL:		33.20
536703	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	APR 2022-KENDALL	05/31/22	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412		210.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		210.00 *
					CHECK TOTAL:		210.00
536704	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	RANG-YORK22	05/17/22	01	2022 RANGE USAGE FEE	01-210-54-00-5460		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
536705	KENDCPA	KENDALL COUNTY CHIEFS OF					
	908	05/19/22	01	MONTHLY MEETING FEE FOR 11	01-210-54-00-5415		187.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		187.00 *
					CHECK TOTAL:		187.00
D002528	KLEEFISG	GLENN KLEEFISCH					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536706	LANEMUCH	LANER, MUCHIN, LTD					
	M8125	05/09/22	01	2022 TRAINING	01-640-54-00-5456		2,500.00
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
536707	LAUTAMEN	LAUTERBACH & AMEN, LLP					
	66714	05/16/22	01	FY22 AUDIT PROGRESS BILLING	01-120-54-00-5414		10,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
536708	LOHERG	GAVIN DANIEL LOHER					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		135.00
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
536709	LOHERL	LIAM LOHER					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		370.00
					INVOICE TOTAL:		370.00 *
					CHECK TOTAL:		370.00
536710	MADBOMB	MAD BOMBER FIREWORK PRODUCTION					
	2022 JULY 4	05/25/22	01	JULY 4, 2022 FIREWORKS	79-795-56-00-5606		30,000.00
					INVOICE TOTAL:		30,000.00 *
					CHECK TOTAL:		30,000.00
536711	MCGREGOM	MATTHEW MCGREGORY					

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536711	MCGREGOM	MATTHEW MCGREGORY					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
536712	MENLAND	MENARDS - YORKVILLE					
	42055	05/06/22	01	GFI COVER, FLIP COVER	24-216-56-00-5656		9.14
					INVOICE TOTAL:		9.14 *
	42061	05/06/22	01	SILICONE, WINDEX	79-790-56-00-5620		27.61
					INVOICE TOTAL:		27.61 *
	42309	05/09/22	01	CREDIT FOR RETURNED COVER	24-216-56-00-5656		-3.28
					INVOICE TOTAL:		-3.28 *
	42310	05/09/22	01	ELBOW, CONCRETE, DOWNSPOUT	24-216-56-00-5656		26.67
					INVOICE TOTAL:		26.67 *
	42324	05/09/22	01	PAINT	79-790-56-00-5640		39.97
					INVOICE TOTAL:		39.97 *
	42503	05/11/22	01	PROPANE CYLINDER, PLIER,	51-510-56-00-5620		50.06
			02	ANCHORS, DRILL BIT, LINKS,	** COMMENT **		
			03	DUCT SEALING COMPOUND, CAR	** COMMENT **		
			04	WASH	** COMMENT **		
					INVOICE TOTAL:		50.06 *
	42608	05/12/22	01	CAULK, CAULK GUN, FIBERGLASS	24-216-56-00-5656		16.46
					INVOICE TOTAL:		16.46 *
	42707	05/13/22	01	LANDSCAPE RAKES	01-410-56-00-5630		99.96
					INVOICE TOTAL:		99.96 *

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536712	MENLAND	MENARDS - YORKVILLE					
	42753	05/13/22	01	PINE CLEANER	51-510-56-00-5620		5.97
					INVOICE TOTAL:		5.97 *
	42999	05/16/22	01	CAULK	01-410-56-00-5640		12.58
					INVOICE TOTAL:		12.58 *
	43001	05/16/22	01	BATTERIES	52-520-56-00-5620		28.52
					INVOICE TOTAL:		28.52 *
	43105	05/17/22	01	TUBE CUTTER, MESH	51-510-56-00-5638		57.97
					INVOICE TOTAL:		57.97 *
	43547-22	05/23/22	01	SHOVELS	01-410-56-00-5630		67.38
					INVOICE TOTAL:		67.38 *
	43584	05/23/22	01	CLAMP	24-216-56-00-5656		5.63
					INVOICE TOTAL:		5.63 *
	53069-22	05/17/22	01	TAMPER	01-410-56-00-5630		37.99
					INVOICE TOTAL:		37.99 *
					CHECK TOTAL:		482.63
536713	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV038935	05/15/22	01	LIFT STATION METRO CLOUD DATA	52-520-54-00-5444		270.00
			02	SERVICE	** COMMENT **		
					INVOICE TOTAL:		270.00 *
	INV039191	05/19/22	01	1107 PRAIRIE CR PUMP REPAIR	52-520-54-00-5444		2,060.00
					INVOICE TOTAL:		2,060.00 *
					CHECK TOTAL:		2,330.00
536714	MIDAM	MID AMERICAN WATER					

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536714	MIDAM	MID AMERICAN WATER					
	201686A	05/10/22	01	PLUGS, TEES, BOLTS	51-510-56-00-5640		947.00
					INVOICE TOTAL:		947.00 *
	201891A	05/13/22	01	CURB BOX KEY, PENTAGON SOCKET,	52-520-56-00-5620		1,062.64
			02	LOCATOR, PENTAGON KEY	** COMMENT **		
					INVOICE TOTAL:		1,062.64 *
	202244A	05/23/22	01	CURB BOX KEY, PENTAGON KEY	51-510-56-00-5620		121.00
					INVOICE TOTAL:		121.00 *
					CHECK TOTAL:		2,130.64
536715	MIDAMTEC	MID AMERICAN TECHNOLOGY, INC					
	15968	05/11/22	01	DIRECT CONNECTION LEAD	51-510-56-00-5620		59.00
					INVOICE TOTAL:		59.00 *
					CHECK TOTAL:		59.00
536716	MIDWSALT	MIDWEST SALT					
	0222181	05/17/22	01	BULK ROCK SALT	51-510-56-00-5638		3,079.29
					INVOICE TOTAL:		3,079.29 *
					CHECK TOTAL:		3,079.29
536717	MIKOLASR	RAY MIKOLASEK					
	051622-PER DIEM	05/20/22	01	FBI LEEDA EXECUTIVE LEADERSHIP	01-210-54-00-5415		75.00
			02	INSTITUTE MEAL PER DIEM	** COMMENT **		
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
D002529	MILSCHET	TED MILSCHEWSKI					

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002529	MILSCHET	TED MILSCHEWSKI					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536718	MULLENSA	ANTHONY MULLENS					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00
536719	NARVICK	NARVICK BROS. LUMBER CO, INC					
	78144	05/17/22	01	4000 PSI	23-230-56-00-5637		667.00
					INVOICE TOTAL:		667.00 *
					CHECK TOTAL:		667.00
536720	NELSONG	GINA NELSON					
	053122-NOTARY	05/31/22	01	REIMBURSEMENT FOR NOTARY	01-220-54-00-5460		11.00
			02	CERTIFICATE	** COMMENT **		
					INVOICE TOTAL:		11.00 *
					CHECK TOTAL:		11.00
536721	NEOPOST	QUADIENT FINANCE USA, INC					
	051722-PR	05/17/22	01	POSTAGE METER REFILL	79-000-14-00-1410		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536722	OTTAWAPL	OTTAWA PLANT FOOD INC					
	36451	05/24/22	01	HONCKO DRUMS	01-410-56-00-5640		620.00
			02	HONCKO DRUMS	51-510-56-00-5640		620.00
			03	HONCKO DRUMS	52-520-56-00-5640		620.00
				INVOICE TOTAL:			1,860.00 *
				CHECK TOTAL:			1,860.00
536723	PAWLOWSM	MARK PAWLOWSKI					
	2022-FEE	05/04/22	01	BASEBALL COLT LEAGUE ENTRY	79-795-56-00-5606		75.00
			02	FEE FOR 1 TEAM	** COMMENT **		
				INVOICE TOTAL:			75.00 *
				CHECK TOTAL:			75.00
D002530	PIAZZA	AMY SIMMONS					
	060122	05/27/22	01	MAY 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
536724	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	2746	05/20/22	01	MARGARITAS EN MAYO BANNERS	79-795-56-00-5606		220.00
				INVOICE TOTAL:			220.00 *
	2750	05/24/22	01	NUMBERS FOR VANS	79-795-56-00-5606		49.50
				INVOICE TOTAL:			49.50 *
	2751	05/24/22	01	MARGARITAS EN MAYO SIGNAGE	79-795-56-00-5606		240.00
				INVOICE TOTAL:			240.00 *
				CHECK TOTAL:			509.50

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



INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536725	PURCELLJ	JOHN PURCELL					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
536726	R0001975	RYAN HOMES					
	2086 SQUIRE	05/18/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	2851 ALDEN	05/23/22	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		10,000.00
536727	R0002513	DAWN LEPRICH-GRAVES					
	20220252-RFND	05/27/22	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
536728	R0002515	MICHAEL KINTZ					
	060122-RFND	06/01/22	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		109.67
			02	BILL FOR ACCT#0208444770-00	** COMMENT **		
					INVOICE TOTAL:		109.67 *
					CHECK TOTAL:		109.67
536729	RAGERDE	DENNIS RAGER					
	051922	05/19/22	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002531	RATOSP	PETE RATOS					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002532	REDMONST	STEVE REDMON					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536730	RIETZR	ROBERT L. RIETZ JR.					
	051222	05/12/22	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
D002533	ROSBOROS	SHAY REMUS					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536731	RUNDLEE	EDWIN A RUNDLE					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
					CHECK TOTAL:		260.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002534	RUNYONM	MARK RUNYON					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					DIRECT DEPOSIT TOTAL:		65.00
D002535	SCHREIBE	EMILY J. SCHREIBER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002536	SCODROP	PETER SCODRO					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002537	SCOTTTR	TREVOR SCOTT					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002538	SENGM	MATT SENG					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002539	SLEEZERJ	JOHN SLEEZER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002540	SLEEZERS	SCOTT SLEEZER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002541	SMITHD	DOUG SMITH					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D002542	SOELKET	TOM SOELKE					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536732	STANDE	STANDARD EQUIPMENT CO					
	P36164	05/11/22	01	HOSE, FLANGE, HOSE ENDS, CLAMP	52-520-56-00-5628		1,050.33
					INVOICE TOTAL:		1,050.33 *
					CHECK TOTAL:		1,050.33

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002543	STEFFANG	GEORGE A STEFFENS					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
536733	STEVENS	STEVEN'S SILKSCREENING					
	20038	05/24/22	01	STAFF SWEATSHIRT-REDMON	79-795-56-00-5606		43.95
				INVOICE TOTAL:			43.95 *
				CHECK TOTAL:			43.95
536734	SUBURLAB	SUBURBAN LABORATORIES INC.					
	203082	05/31/22	01	ROUTINE COLIFORM	51-510-54-00-5429		2,097.60
				INVOICE TOTAL:			2,097.60 *
				CHECK TOTAL:			2,097.60
D002544	THOMASL	LORI THOMAS					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
536735	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	136197	05/24/22	01	REPAIR COBALT CONTROLLER	01-410-54-00-5435		2,595.00
				INVOICE TOTAL:			2,595.00 *
				CHECK TOTAL:			2,595.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536736	TRICO	TRICO MECHANICAL , INC					
	6484	05/09/22	01	REMOVED AND REPLACED 2	24-216-54-00-5446		11,236.00
			02	FURNACES AT ICE CREAM SHOP	** COMMENT **		
					INVOICE TOTAL:		11,236.00 *
					CHECK TOTAL:		11,236.00
536737	TRICO	TRICO MECHANICAL , INC					
	6501	05/10/22	01	CONDENSOR UNIT LEAK DETECTION	24-216-54-00-5446		213.00
					INVOICE TOTAL:		213.00 *
	6503	05/11/22	01	REPLACED PD CONDESING UNIT	24-216-54-00-5446		3,454.00
					INVOICE TOTAL:		3,454.00 *
					CHECK TOTAL:		3,667.00
536738	TURFTEAM	THE TURF TEAM, INC.					
	187747	05/18/22	01	COVERS	01-410-56-00-5628		30.37
					INVOICE TOTAL:		30.37 *
					CHECK TOTAL:		30.37
536739	UAPEVENT	UAP ENTERPRISES LLC					
	2022 RVR-COWBOY	05/25/22	01	2022 RIVER FEST BAND - YANKEE	79-795-56-00-5606		1,000.00
			02	COWBOY	** COMMENT **		
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
536740	UAPEVENT	UAP ENTERPRISES LLC					
	2022 RVR-GONE	05/25/22	01	2022 RIVER FEST BAND-GONE	79-795-56-00-5606		1,300.00

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

INVOICES DUE ON/BEFORE 06/14/2022

FY 23

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536740	UAPEVENT	UAP ENTERPRISES LLC					
	2022 RVR-GONE	05/25/22	02	COUNTRY	** COMMENT **		
					INVOICE TOTAL:		1,300.00 *
					CHECK TOTAL:		1,300.00
536741	UAPEVENT	UAP ENTERPRISES LLC					
	2022 RVR-STIX	05/25/22	01	2022 RIVER FEST BAND-IN THE	79-795-56-00-5606		1,300.00
			02	STIX	** COMMENT **		
					INVOICE TOTAL:		1,300.00 *
					CHECK TOTAL:		1,300.00
536742	UNIVOFIL	UNIVERSITY OF ILLINOIS					
	UPI10999	05/17/22	01	PISTOL OPTICS TRAINING	01-210-54-00-5412		200.00
			02	COURSE-HAYES	** COMMENT **		
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
536743	VALLASB	BRYAN VALLES-MATA					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
536744	VANHOORP	PETER J. VAN HOOREWEGHO					
	05/11-05/24	05/27/22	01	UMPIRE	79-795-54-00-5462		130.00
					INVOICE TOTAL:		130.00 *
					CHECK TOTAL:		130.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536745	VITOSH	CHRISTINE M. VITOSH					
	2052	05/24/22	01	05/11/22 P&Z MEETING	01-220-54-00-5462		196.00
					INVOICE TOTAL:		196.00 *
	CMV 2053	05/24/22	01	MAY 2022 ADMIN HEARINGS	01-210-54-00-5467		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		696.00
536746	VOITIKM	MICHAEL VOITIK					
	051222	05/12/22	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
536747	WALDEB	BRYAN WALDE					
	051622	05/16/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
	051722	05/17/22	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		140.00
536748	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	102962	05/05/22	01	CHEMICALS	51-510-56-00-5638		2,436.17
					INVOICE TOTAL:		2,436.17 *
	103430	05/24/22	01	CHLORINE	51-510-56-00-5638		451.00
					INVOICE TOTAL:		451.00 *
					CHECK TOTAL:		2,887.17

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



INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002545	WEBERR	ROBERT WEBER					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536749	WEX	WEX BANK					
	81264940	05/31/22	01	MAY 2022 GASOLINE	01-210-56-00-5695		8,826.61
			02	MAY 2022 GASOLINE	01-220-56-00-5695		815.46
					INVOICE TOTAL:		9,642.07 *
					CHECK TOTAL:		9,642.07
536750	WHISKEY	CRAIG COX					
	2022 RVR-ROMANCE	05/25/22	01	2022 RIVER FEST BAND-WHISKEY	79-795-56-00-5606		1,600.00
			02	ROMANCE	** COMMENT **		
					INVOICE TOTAL:		1,600.00 *
					CHECK TOTAL:		1,600.00
D002546	WILLRETE	ERIN WILLRETT					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
536751	WOLFB	BRANDON WOLF					
	060122	06/01/22	01	MAY 2022 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536752	WOOLSEYR	REBECCA WOOLSEY					
	NOTARY	03/22/22	01	REIMBURSEMENT FOR NOTARY	01-110-54-00-5462		10.00
			02	APPLICATION	** COMMENT **		
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
D002547	YBSD	YORKVILLE BRISTOL					
	22-MAY	06/02/22	01	MAY 2022 SANITARY FEES	95-000-24-00-2450		256,296.34
					INVOICE TOTAL:		256,296.34 *
					DIRECT DEPOSIT TOTAL:		256,296.34
536753	YORKACE	YORKVILLE ACE & RADIO SHACK					
	175405	05/12/22	01	TRIMMER SERVICE KIT	01-410-56-00-5628		21.99
					INVOICE TOTAL:		21.99 *
	175491	05/26/22	01	SCREWS	01-410-56-00-5620		16.65
					INVOICE TOTAL:		16.65 *
					CHECK TOTAL:		38.64
536754	YOUNGM	MARLYS J. YOUNG					
	051122	05/11/22	01	05/11/22 P&Z MEETING MINUTES	01-220-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
	051222	05/19/22	01	05/12/22 PLAN COUNCIL MEETING	90-183-00-00-0011		85.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		85.00 *
	051722	05/22/22	01	05/17/22 PUBLIC SAFETY MEETING	01-110-54-00-5462		85.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		85.00 *

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

INVOICES DUE ON/BEFORE 06/14/2022

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
536754	YOUNGM	MARLYS J. YOUNG					
	052622	06/01/22	01	5/26/22 PLAN COUNCIL MEETING	90-186-00-00-0011		85.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		340.00

TOTAL CHECKS PAID: 271,563.43

TOTAL DIRECT DEPOSITS PAID: 267,421.34

TOTAL AMOUNT PAID: 538,984.77

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



# UNITED CITY OF YORKVILLE

## PAYROLL SUMMARY

### May 27, 2022

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
<b>MAYOR &amp; LIQ. COM.</b>	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
<b>ALDERMAN</b>	3,700.00	-	3,700.00	-	283.05	3,983.05
<b>ADMINISTRATION</b>	18,092.29	-	18,092.29	1,610.21	1,352.70	21,055.20
<b>FINANCE</b>	11,686.26	-	11,686.26	1,040.08	859.93	13,586.27
<b>POLICE</b>	121,839.61	3,216.16	125,055.77	537.73	9,256.01	134,849.51
<b>COMMUNITY DEV.</b>	26,110.61	-	26,110.61	2,323.85	1,937.00	30,371.46
<b>STREETS</b>	23,976.23	192.68	24,168.91	2,151.01	1,782.62	28,102.54
<b>BUILDING &amp; GROUNDS</b>	2,095.20	176.78	2,271.98	202.21	173.80	2,647.99
<b>WATER</b>	18,915.86	172.78	19,088.64	1,698.91	1,392.42	22,179.97
<b>SEWER</b>	9,594.36	152.56	9,746.92	867.47	708.52	11,322.91
<b>PARKS</b>	29,452.07	17.09	29,469.16	2,436.91	2,188.45	34,094.52
<b>RECREATION</b>	19,403.81	-	19,403.81	1,433.15	1,440.49	22,277.45
<b>LIBRARY</b>	18,492.94	-	18,492.94	983.26	1,371.89	20,848.09
<b>TOTALS</b>	\$ 304,267.58	\$ 3,928.05	\$ 308,195.63	\$ 15,284.79	\$ 22,816.37	\$ 346,296.79

**TOTAL PAYROLL**

**\$ 346,296.79**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, June 14, 2022

#### ACCOUNTS PAYABLE

#### DATE

##### Fiscal Year 2022

City Check Register - FY 22 *(Pages 1 - 14)*

06/14/2022 197,396.47

**SUB-TOTAL:** **\$ 197,396.47**

##### Fiscal Year 2023

Clerk's Check #131197 Kendall County Recorder - FY 22 *(Page 15)*

06/01/2022 352.00

Manual City Check Register - FY 23 *(Page 16)*

06/06/2022 1,000.00

City Check Register - FY 23 *(Pages 17 - 47)*

06/14/2022 \$ 538,984.77

**SUB-TOTAL:** **\$540,336.77**

#### WIRE PAYMENTS

Dearborn Insurance-June 2022

06/02/2022 \$ 2,875.06

Blue Cross/ Blue Shield Insurance-June 2022

05/31/2022 130,040.33

**TOTAL PAYMENTS:** **\$132,915.39**

#### PAYROLL

Bi - Weekly *(Page 48)*

05/27/2022 \$ 346,296.79

**SUB-TOTAL:** **\$ 346,296.79**

**TOTAL DISBURSEMENTS:** **\$ 1,216,945.42**



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2022-20

### Agenda Item Summary Memo

**Title:** Redistricting of City Ward Boundaries

**Meeting and Date:** City Council – June 14, 2022

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

### Council Action Previously Taken:

Date of Action: CC – 05/24/22      Action Taken: Motion carried directing staff to draft maps for new ward boundaries for review.

Item Number: CC 2022-20

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

### Agenda Item Notes:

A discussion will be held at this meeting.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 8, 2022  
Subject: Redistricting

---

## **Summary**

Review of three draft ward maps.

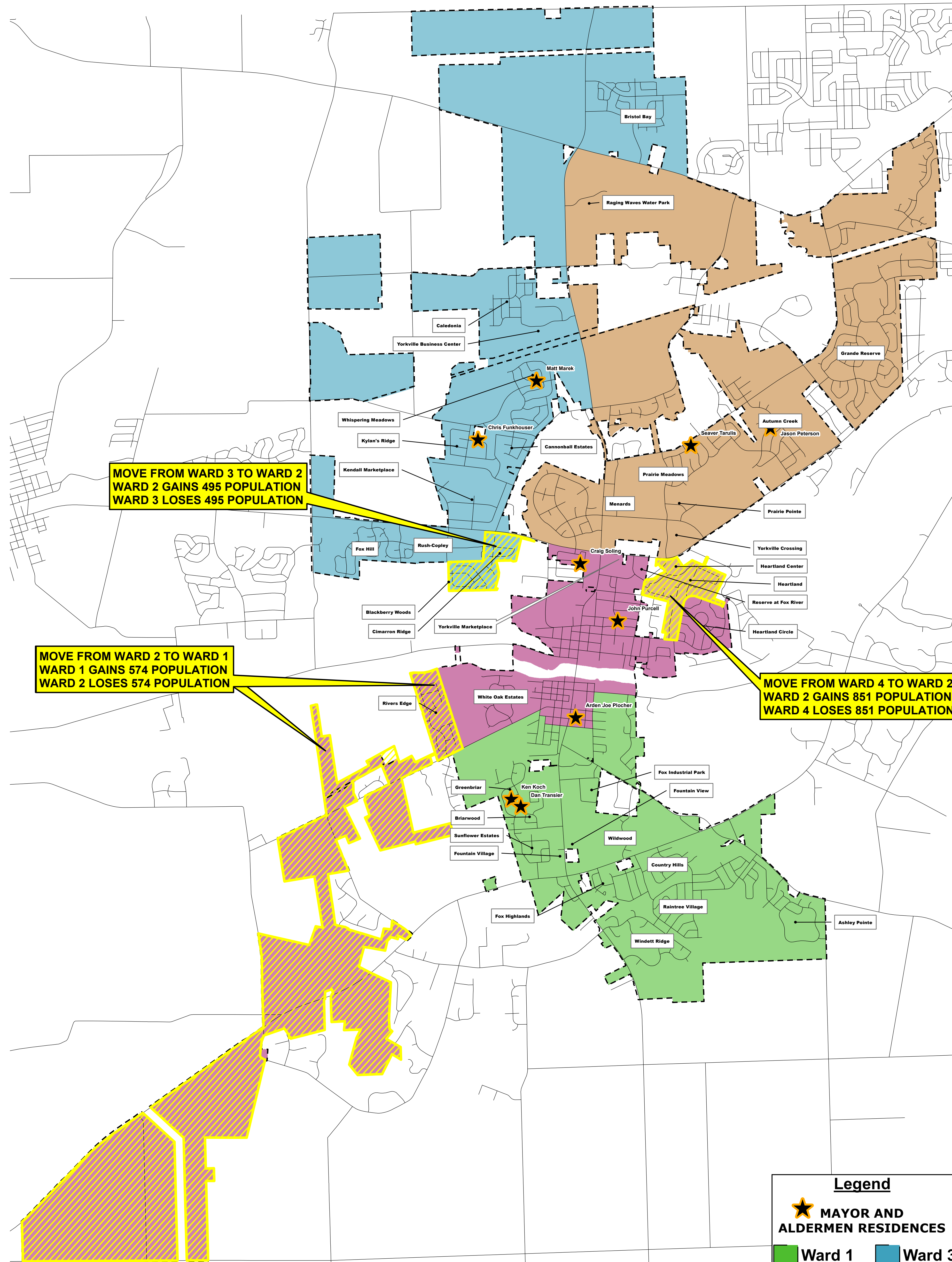
## **Background**

This item was last discussed at the May 24<sup>th</sup> City Council meeting. At that meeting, the City Council gave staff direction on ward map redistricting preferences and asked that multiple options be brought forth to a future City Council meeting. Since that meeting, the staff have drafted three different ward map options for City Council review. As a general reminder, each ward needs to have between 5,113 and 5,652 residents. Based on historical information, we expect each house to have 2.9 residents.

## **Recommendation**

Staff requests feedback and direction on the three ward maps. Staff has no preference or recommendation between the three options, as all three meet the redistricting requirements. If the City Council has consensus on a ward map, we will set a public hearing on the ward map for the July 12<sup>th</sup> City Council meeting, which would give us three meetings (July 12<sup>th</sup>, July 26<sup>th</sup>, and August 16<sup>th</sup>) to approve the final ward map before petitions are expected to be circulated in mid-September.





MOVE FROM WARD 3 TO WARD 2  
WARD 2 GAINS 495 POPULATION  
WARD 3 LOSES 495 POPULATION

MOVE FROM WARD 2 TO WARD 1  
WARD 1 GAINS 574 POPULATION  
WARD 2 LOSES 574 POPULATION

MOVE FROM WARD 4 TO WARD 2  
WARD 2 GAINS 851 POPULATION  
WARD 4 LOSES 851 POPULATION

WARD NUMBER	2019 CENSUS POPULATION	PROPOSED WARD POPULATION
1	4,897	5,471
2	4,441	5,213
3	5,867	5,372
4	6,328	5,477

NOTE: BLACKBERRY WOODS, CIMARRON RIDGE, AND RIVERS EDGE CHANGES WERE BASED ON NUMBER OF HOUSEHOLDS IN NEW WARD AREA MULTIPLIED BY 2.9 FOR SINGLE-FAMILY HOUSEHOLDS AND 2.7 FOR TOWNHOMES.

**Legend**

**MAYOR AND ALDERMEN RESIDENCES**

**Ward 1**  
KEN KOCH  
DAN TRANSIER

**Ward 3**  
CHRIS FUNKHOUSER  
MATT MAREK

**Ward 2**  
JOHN PURCELL  
CRAIG SOLING  
ARDEN JOE PLOCHER

**Ward 4**  
SEAVAR TARULIS  
JASON PETERSON



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

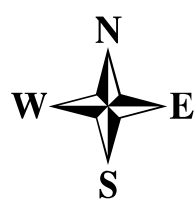
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL, 60560  
(630) 553-7575  
www.yorkville.il.us



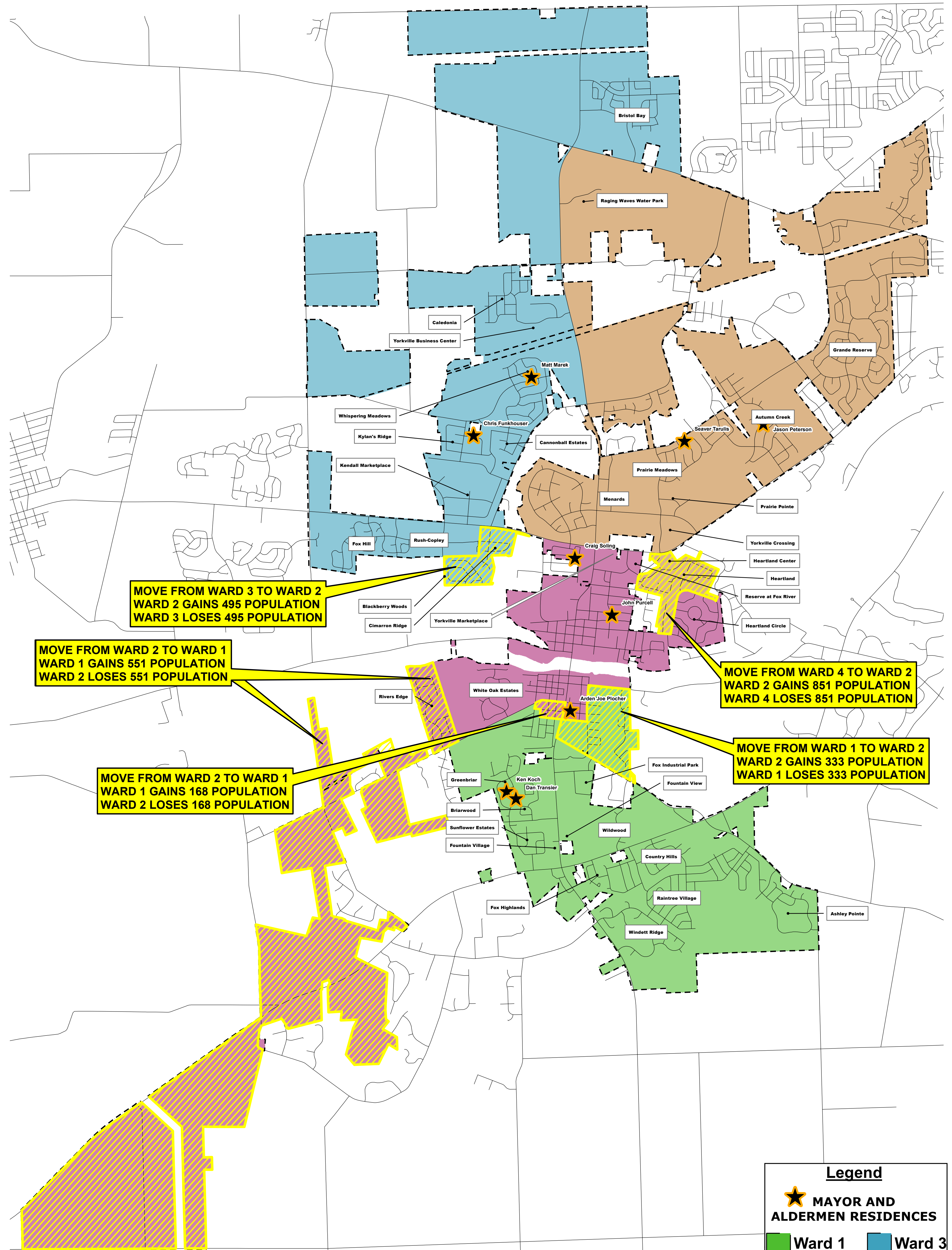
DATE:	MAY 2022
PROJECT NO.:	YO2233
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\YO2233
FILE:	YO2233-2022 WARD MAP PROPOSED UPDATES.MXD

**PROPOSED WARD MAP**  
YORKVILLE, ILLINOIS

**LOCATION MAP**  
OPTION 1







WARD NUMBER	2019 CENSUS POPULATION	PROPOSED WARD POPULATION
1	4,897	5,283
2	4,441	5,401
3	5,867	5,372
4	6,328	5,477

NOTE: IF NECESSARY, CHANGES WERE BASED ON NUMBER OF HOUSEHOLDS IN NEW WARD AREA MULTIPLIED BY 2.9 FOR SINGLE-FAMILY HOUSEHOLDS AND 2.7 FOR TOWNHOMES.

**Legend**

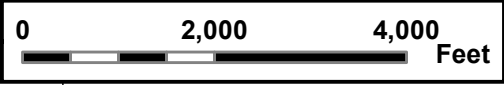
**MAYOR AND ALDERMEN RESIDENCES**

**Ward 1**  
KEN KOCH  
DAN TRANSIER

**Ward 3**  
CHRIS FUNKHOUSER  
MATT MAREK

**Ward 2**  
JOHN PURCELL  
CRAIG SOLING  
ARDEN JOE PLOCHER

**Ward 4**  
SEAVAR TARULIS  
JASON PETERSON



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL, 60560  
(630) 553-7575  
www.yorkville.il.us



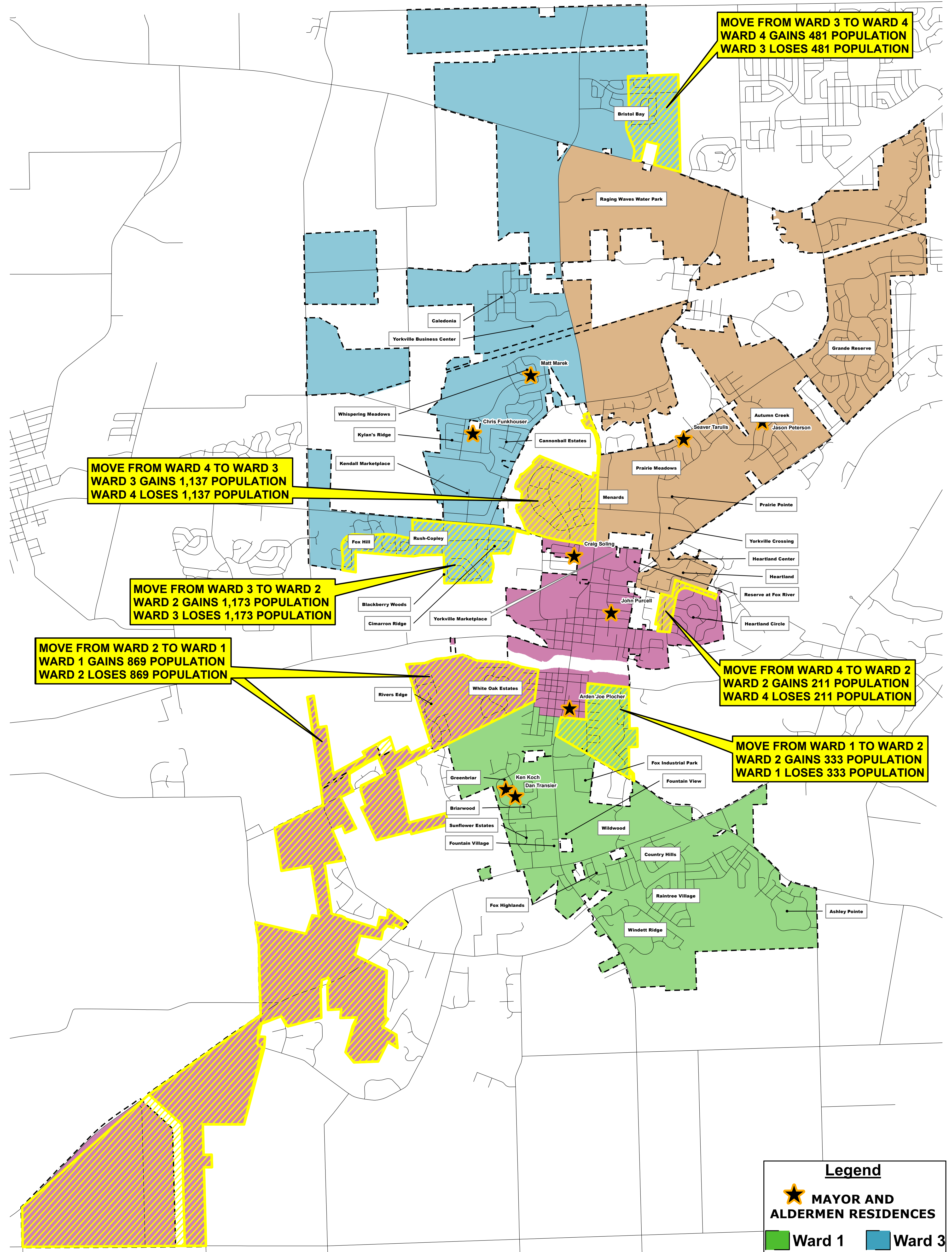
DATE:	JUNE 2022
PROJECT NO.:	YO2233
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\YO2233
FILE:	YO2233 2022 WARD MAP PROPOSED UPDATED OPTION 4.MXD

**PROPOSED WARD MAP**  
YORKVILLE, ILLINOIS

**LOCATION MAP**  
OPTION 4







MOVE FROM WARD 4 TO WARD 3  
WARD 3 GAINS 1,137 POPULATION  
WARD 4 LOSES 1,137 POPULATION

MOVE FROM WARD 3 TO WARD 2  
WARD 2 GAINS 1,173 POPULATION  
WARD 3 LOSES 1,173 POPULATION

MOVE FROM WARD 2 TO WARD 1  
WARD 1 GAINS 869 POPULATION  
WARD 2 LOSES 869 POPULATION

MOVE FROM WARD 4 TO WARD 2  
WARD 2 GAINS 211 POPULATION  
WARD 4 LOSES 211 POPULATION

MOVE FROM WARD 1 TO WARD 2  
WARD 2 GAINS 333 POPULATION  
WARD 1 LOSES 333 POPULATION

WARD NUMBER	2019 CENSUS POPULATION	PROPOSED WARD POPULATION
1	4,897	5,433
2	4,441	5,289
3	5,867	5,350
4	6,328	5,461

NOTE: IF NECESSARY, CHANGES WERE BASED ON NUMBER OF HOUSEHOLDS IN NEW WARD AREA MULTIPLIED BY 2.9 FOR SINGLE-FAMILY HOUSEHOLDS AND 2.7 FOR TOWNHOMES.

**Legend**

★ **MAYOR AND ALDERMEN RESIDENCES**

<div>Ward 1</div> <div>KEN KOCH DAN TRANSIER</div>	<div>Ward 3</div> <div>CHRIS FUNKHOUSER MATT MAREK</div>
<div>Ward 2</div> <div>JOHN PURCELL CRAIG SOLING ARDEN JOE PLOCHER</div>	<div>Ward 4</div> <div>SEAVER TARULIS JASON PETERSON</div>



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

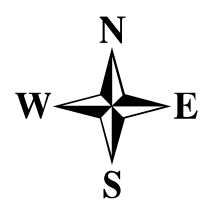
**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL, 60560  
(630) 553-7575  
www.yorkville.il.us



DATE:	MAY 2022
PROJECT NO.:	YO2233
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\YO2233
FILE:	Y02233-2022 WARD MAP PROPOSED UPDATES.MXD

**PROPOSED WARD MAP**  
YORKVILLE, ILLINOIS

**LOCATION MAP**  
OPTION 3





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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2022-22

### Agenda Item Summary Memo

**Title:** Sale of Old Post Office – 201 W Hydraulic Street (ARC Building)

**Meeting and Date:** City Council – June 14, 2022

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

### Council Action Previously Taken:

Date of Action: CC – 05/24/22      Action Taken: Staff directed to create an RFP for review.

Item Number: CC 2022-22

**Type of Vote Required:** Majority

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

**Submitted by:** Bart Olson  
Name

Administration  
Department

### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 8, 2022  
Subject: Hydraulic Ave RFP

---

## **Summary**

Review of an RFP for sale and redevelopment of the Old Post Office at 201 W Hydraulic Ave.

## **Background**

This item was last discussed at the June 14, 2022 City Council meeting, when the Council reviewed a staff memo covering a potential RFP process and the Old Jail RFP documents. Since then, the staff have drafted an RFP for the City Council's review. In general, the RFP is similar in scope to the Old Jail RFP that was successfully used by the City Council to produce two redevelopment proposals and the eventual redevelopment of the property.

This RFP includes:

- 1) A site description, including information about parking requirements and possibility of a fee-in-lieu arrangement
- 2) Preferences:
  - a. The City Council will prefer the building to house retail, restaurant, brewer, or event space that highlights the use of the Fox River frontage
  - b. The City Council will prefer uses to generate sales tax revenue
  - c. The City Council will prefer to see a return on its investment from purchasing the building in the mid-2000s
- 3) A requirement that the successful bidder will give the City an easement for a future Riverwalk
- 4) Information on the Downtown TIF #1, including the expiration in 2029 and possible extension
- 5) Requested info from the buyer (fully listed on page 3 of the document, but summarized here as):
  - a. Submitter information
  - b. Project information
    - i. What will the project look like?
    - ii. What businesses is expected to operate in the building?
    - iii. What residential components (if any) will be included in the project?
    - iv. Site plan
  - c. Project feasibility narrative
  - d. Financials

- i. Project budget
  - ii. TIF request
  - iii. Proof of ability to complete the project
  - iv. Pro forma
  - v. Tax revenues expected to be generated
- e. Project timeline

### **Recommendation**

Staff recommends approval of the RFP. If approved, we would look to post a public notice announcing this development opportunity and receive bids back by early September. This RFP will be widely distributed via social media, the City website, through the Chamber of Commerce, through Lynn Dubajic's contacts, and through direct distribution to development entities that have previously contacted the City for interest in this property.

## PUBLIC NOTICE – REQUEST FOR PROPOSALS

THE UNITED CITY OF YORKVILLE, Kendall County, Illinois, is considering the sale/development of 201 West Hydraulic Street, Yorkville (the “*Property*”), legally described as:

### PLACEHOLDER FOR LEGAL DESCRIPTION

The Property is zoned as B-2 Retail Commerce Business District, which is intended primarily for commercial and professional office uses. The property is also located within the “Hydraulic Street District” of the Downtown Overlay District. The Hydraulic Street District is a pedestrian-centered area with storefront style buildings focused on retail and services uses on the ground story and residential and/or office uses on the upper stories. Currently, the property is used as recreational programming space.

PIN:	#02-32-287-007
SITE:	Approximately .37 acres
STRUCTURE:	Approximately 4,700 square feet (1 story)
PARKING:	~15 off-street public parking spaces located on parcel, plus undesignated on-street public parking spaces available to property. Depending on the proposed land use, as defined in the Downtown Overlay District, required parking for retail/commercial services range from zero (0) to two (2) parking spaces per 1,000 square feet; Food Service/Restaurants require a maximum of 4 spaces per 1,000 square feet; Office uses require a maximum of two (2) spaces per 1,000 square feet; and residential uses range from one (1) to one and one-half (1.5) spaces per unit. However, the City is open to negotiating parking requirements and fee-in-lieu of parking spaces as part of a broader development.
FUTURE LAND USE:	The 2016 Comprehensive Plan’s future land use designation for the property is Downtown Mixed-Use Core which is intended to encourage a mix of commercial and residential uses in both existing buildings and new construction, and to revitalize the Downtown as a mixed use center of activity.
DOWNTOWN OVERLAY:	The Downtown Overlay District’s designation of Hydraulic Street District establishes a list of permitted uses and form-based code building typology. The permitted uses in the Hydraulic Street District primarily include Residential and Lodging, Civic and Institutional, Retail and Service and Office and Industrial uses. The permitted building types are: Downtown Commercial, Downtown Living, Cottage Commercial, and Civic Buildings.

### Background

The building was originally constructed in 1985 by the United States Postal Service (USPS) and operated as a Post Office until the mid-2000s when the City purchased the property from the USPS. Since the City purchase, the building has been used as office space, recreational programming space, and as a preschool. The City completed a building maintenance study in 2017 which is available for review at the following webpage – [Placeholder](#). Since 2017, the City has completed various pieces of maintenance on the building, reports of which are available to interested buyers.

The City is in the process of moving preschool operations to a new location and would prefer to see the Property redeveloped. The City has spoken to several developers over the past decade about various ideas for the property but has never seriously entertained offers until now. The Property is in the Yorkville Downtown TIF 1 District, which is set to expire in 2029 but may be extended at some point in the future; any development plan or purchase offer should accept the risk involving the fact that the City cannot unilaterally extend the TIF past 2029.

## **Goals and Preferences**

The City is now considering sale and reuse proposals for the Property, with the heavy preference of the City Council that the property be redeveloped to its maximum potential and with the vision that a retail, restaurant, brewery, or event space that highlights the Fox River frontage is the best use for Downtown Yorkville. The City anticipates that a condition of the sale and successful proposer will be that the City retains an easement along the Fox River for the future construction of a Riverwalk. Under the City's zoning code, TIF plan, downtown overlay district, and downtown arts plan, the City will entertain a variety of other proposals for business and land-uses, including office and/or residential, but we expect that the successful bidder will have retail, restaurant, brewery, or event space as its primary use for the building. Further, the City will give preference to uses within the building that generate sales tax revenue. The City will accept proposals from this RFP process that will involve demolition of the building and use of the land in future redevelopment, or renovation and expansion of the existing building. Finally, the City is looking to generate a return on investment from its purchase of the building.

## **Project Assistance**

The City seeks a self-sustaining commercial or residential redevelopment that maximizes the economic development potential, tax revenue, and community benefit of the property, and we are prepared to offer potential economic assistance to the project:

### **Assistance Program – City Tax Increment Financing (TIF) Agreement**

The property is in the City's Downtown TIF #1, which means the property is eligible for TIF incentives for renovation and development of the property, subject to regulations set forth by state law and approval by the City Council of various TIF agreements. Successful bidders should be familiar with TIF and TIF incentives; any bidders that do not understand TIF may contact the City for an informational presentation on how TIF works and the City's history with TIF. The TIF district that this Property is within is set to expire in 2029, which means any TIF incentives granted as part of this process will end in 2029 unless the TIF is extended by the City and State. As briefly mentioned above, the process to extend a TIF district until 2041 is legally possible but requires cooperation and sign-off by all of the taxing districts having jurisdiction over the property which may or may not occur; any development and purchase proposal should properly assess the risk that the TIF will not be extended and that it will expire by 2029.

## **Information Requested.**

The City is seeking proposals from prospective purchasers/developers that include the future plans for reuse of the Property and a timeline to commence and complete its redevelopment. The City may also identify a timeline with the selected developer to negotiate a redevelopment agreement. The

City reserves the right to reject any or all proposals, to waive any informalities, and to accept any proposal that the Council deems most favorable to the interests of the City.

Information Requested:

1. Basic Information

- a. Legal name of entity
- b. Name of entity if doing business under other company name
- c. Address
- d. Contact name, email address, phone number, website address
- e. Number of years in business (if applicable)
- f. Number of employees (total, by location, and by role), if applicable
- g. Description of project team, including resumes, and related experience for each member of the team (including architects, engineers, builders, developers and associated businesses)

2. Project Info

- a. Narrative of project vision, including but not limited to:
  - i. A description of the type of business expected to operate on the property
    1. Will the property be owned by a development entity with building spaces leased to a separate business group, or will the landowner also be conducting business on site?
    2. A description of the expected term of operation for the business; is the business expected to sign a lease for 5 years? 10 years? Or, not applicable since the landowner will operate the business?
  - ii. A description of the type of residential units (if any) expected to be constructed on the property (unit amenities, square footage, expected rents, etc.)
  - iii. How does this project fit within the City's previous plans for the downtown?
- b. Preliminary site plan including carve out for a Riverwalk easement, which also demonstrates any additional needs to support the reuse plan (i.e. parking, landscaping, possible expansion of development site)
- c. Narrative of feasibility
  - i. Based on your research, what type of development can the market support in this area?
  - ii. Justification of why this site is appropriate for the proposed use?
  - iii. Is your project likely to require any zoning changes or variances?
  - iv. Is the proposed development seeking any city participation with off-site improvements in association with the proposal (i.e. water service, sanitary sewer, fire suppression, street right-of-way improvements)?
- d. Financials
  - i. Project budget, including the amount for purchase of the building which would go to the City as seller
  - ii. Request for TIF assistance including amount and timing
  - iii. Demonstration of the financial and operational ability to complete the project.
  - iv. 5 year business pro forma, post project completion



- v. Narrative of expected tax revenues to the City for this project (i.e. sales taxes, amusement taxes, etc. property taxes, utility taxes, and other related taxes do not need to be estimated).
- e. Project construction timeline from the agreed upon start date

## **RFP Process**

Proposals will be read aloud at the meeting date listed below. The City Council reserves the right to direct negotiations with an RFP respondent at that meeting, or to have public discussions of selection of a proposal at a future committee or City Council meeting, including having discussions with any or all of the developers submitting proposals. Due diligence done prior to those hypothetical meetings will likely consist of staff meetings and inquiries.

All submissions to this RFP must be made to, United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560, Attn: Bart Olson, City Administrator. Submissions shall be accepted until Tuesday, September 13, 2022 at 4pm, and opened at a meeting of the City Council of the United City of Yorkville, on Tuesday, September 13, 2022 at 7pm.

Jori Behland, City Clerk



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2022-26

### Agenda Item Summary Memo

**Title:** Memorandum of Understanding and Intergovernmental Agreement – Shared Use Path

**Meeting and Date:** City Council – June 14, 2022

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

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

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 8, 2022  
Subject: Route 71 Intergovernmental Agreement

---

## **Summary**

Consideration of an intergovernmental agreement with the Kendall County Forest Preserve District, Kendall County, Yorkville, and Oswego governing Route 71 trail maintenance.

## **Background**

Yorkville has a memorandum of understanding governing its funding participation and maintenance obligations for the Route 71 expansion between Route 47 and Route 126, which section has been under construction for a few years. The next phase of Route 71 construction will see the state expand the roadway between Yorkville and Oswego city limits.

This section of roadway was subject to a memorandum of understanding (MOU) between the State and the Kendall County Forest Preserve District in 2010 (letter attached). Similar to Yorkville's MOUs, the Forest Preserve had agreed to contribute 20% of the cost to construct a trail along this section of Route 71 and maintain the trail in perpetuity in exchange for the State contributing 80% of the cost to construct the trail. Since 2010, the state has increased its funding contributions for trail construction to 100%. This change necessitates a new MOU between the Forest Preserve and the State.

During discussion of this new MOU, the Forest Preserve identified funding and operational issues with maintaining this section of trail in perpetuity. After initially discussing declining the trail, the Forest Preserve Board and Kendall County Board agreed that the County would step up to maintain the unincorporated ~3.2 mile section of trail and asked that the municipalities agree to maintain any sections adjacent to City limits in the future. Since the City has already agreed to maintain sections of Route 71 trail under the Yorkville-State MOU, we felt it was reasonable to apply this standard to the next phase of the Route 71 expansion. Accordingly, an intergovernmental agreement has been drafted between the four governmental entities (Forest Preserve, County, Oswego, Yorkville) clarifying that the towns will maintain any trail section currently adjacent to City limits as well as any future areas annexed by either town. Under the state road construction project, the cost of the trail construction will still be paid for 100% by the State.

## **Recommendation**

Staff recommends approval of the intergovernmental agreement.

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BY AND AMONG THE KENDALL COUNTY FOREST PRESERVE DISTRICT, THE  
COUNTY OF KENDALL, ILLINOIS, THE UNITED CITY OF YORKVILLE,  
KENDALL COUNTY, ILLINOIS AND THE VILLAGE OF OSWEGO, ILLINOIS**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego, Kendall County, Illinois (the "*Village*"), the Kendall County Forest Preserve District (the "*District*") and the County of Kendall (the "*County*") are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 1 of the 1970 Illinois Constitution; and,

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 1, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

**WHEREAS**, the Illinois Department of Transportation ("*IDOT*") has entered into a "Letter of Understanding" with the parties, separately, whereby IDOT has agreed to construct a "shared-use path" that would run along Route 71, east of Illinois Route 126 in Yorkville to Orchard/Minkler Road in Oswego (the "*Shared-Use Path*") so long as the parties agree to maintain the portions of the Shared-Use Path within their respective corporate limits; and,

**WHEREAS**, the District, the County, the City and the Village are prepared to enter into an agreement for the purpose of establishing the terms and conditions of their respective obligations regarding the upkeep and maintenance of the Shared-Use Path as set forth in the "*Intergovernmental Agreement Between the Kendall County Forest Preserve District, The County Of Kendall, Illinois, The United City of Yorkville, Illinois, And The Village Of Oswego, Illinois, Relating To the Maintenance Of A Shared-Use Path Along Route 71*", attached hereto.

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

*Section 1.* The recitals set forth above are incorporated into this Resolution as if fully restated herein.

*Section 2. Intergovernmental Agreement Between the Kendall County Forest Preserve District, The County Of Kendall, Illinois, The United City of Yorkville, Illinois, And The Village Of Oswego, Illinois, Relating To the Maintenance Of A Shared-Use Path Along Route 71,* in the form attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute 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 Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this 22<sup>nd</sup> day of June, 2022.

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

KEN KOCH \_\_\_\_\_  
ARDEN JOE PLOCHER \_\_\_\_\_  
CHRIS FUNKHOUSER \_\_\_\_\_  
SEAVER TARULIS \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_  
CRAIG SOLING \_\_\_\_\_  
MATT MAREK \_\_\_\_\_  
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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE KENDALL COUNTY  
FOREST PRESERVE DISTRICT, THE COUNTY OF KENDALL, ILLINOIS, THE  
UNITED CITY OF YORKVILLE, ILLINOIS, AND THE VILLAGE OF OSWEGO,  
ILLINOIS RELATING TO THE MAINTENANCE OF  
A SHARED-USE PATH ALONG ROUTE 71**

---

**THIS INTERGOVERNMENTAL AGREEMENT** (*the “Agreement”*) is by and between the Kendall County Forest Preserve District, a unit of local government of the State of Illinois (“*District*”), the County of Kendall, Illinois, a unit of local government of the State of Illinois (“*County*”), the United City of Yorkville, a municipal corporation of the State of Illinois (“*City*”), and the Village of Oswego, a municipal corporation of the State of Illinois (“*Village*”).

**WITNESSETH:**

**WHEREAS**, the District, the County, the City and the Village (collectively the “*Parties*”) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the Illinois Department of Transportation (“IDOT”) has entered into a “Letter of Understanding” with the Parties, separately, whereby IDOT has agreed to construct a “shared-use path” that would run along Route 71, east of Illinois Route 126 in Yorkville to Orchard/Minkler Road in Oswego (the “Shared-Use Path”) so long as the Parties agree to maintain the portions of the Shared-Use Path within their respective corporate limits;

**WHEREAS**, a diagram of the Shared-Use Path to be constructed by IDOT is attached hereto as **Exhibit 1** and incorporated herein by reference; and

**WHEREAS**, it is the intent of the Parties that this Agreement set forth their respective obligations for this Shared-Use Path upon IDOT’s completion of construction of the Shared-Use Path.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, the Parties covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as this paragraph 1.
2. The Parties agree that, upon IDOT’s construction of the Shared-Use Path, the following will occur, unless otherwise agreed to in writing by mutual agreement of the Parties:

- a. The City shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within City limits. Also, the City shall be responsible for all expenses incurred related to the City's obligations set forth in this Paragraph.
  - b. The Village shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within Village limits. Also, the Village shall be responsible for all expenses incurred related to the Village's obligations set forth in this Paragraph.
  - c. The District shall be responsible for all upkeep, maintenance and repair of those sections of the Shared-Use Path located within the unincorporated areas of Kendall County. Also, the District shall be responsible for all expenses incurred related to the District's obligations set forth in this Paragraph. Upon receipt of a written request for assistance from the District, the County agrees to use its best efforts to assist the District with the District's necessary maintenance and/or repair obligations for those sections of the Shared-Use Path located within the unincorporated areas of the County.
  - d. If, during the term of this Agreement, any portion(s) of the Shared-Use Path are annexed to the City or the Village, the District's and the County's obligations set forth in Paragraph 2(c) above shall immediately cease for the annexed portion(s) of the Shared-Use Path and all such obligations and expenses for the annexed portion(s) of the Shared-Use Path shall be transferred to the City or the Village that annexed that portion(s) of the Shared-Use Path.
3. Nothing in this Agreement shall be interpreted to alter the Parties' jurisdiction, obligations and/or duties regarding any of the roadways or highways adjacent to the Shared-Use Path.
  4. This Agreement represents the entire agreement between the Parties, and there are no other promises or conditions whether oral or written regarding the contents hereof.
  5. Any amendments to this Agreement shall be in writing and signed by all Parties.
  6. This Agreement shall remain in full force and effect until any one or more of the Parties sends written notice of termination of this Agreement to all other Parties.
  7. This Agreement shall be effective upon approval by the Parties, and the date of this Agreement shall be deemed as the last date of acceptance provided below.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

**Kendall County Forest Preserve District**

**County of Kendall, Illinois**

By: \_\_\_\_\_  
Judy Gilmour  
President, Board of Commissioners

By: \_\_\_\_\_  
Scott Gryder  
Chairman, Kendall County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

*Attest:*

\_\_\_\_\_  
Forest Preserve District Secretary

\_\_\_\_\_  
Kendall County Clerk

**United City of Yorkville, Illinois**

**Village of Oswego, Illinois**

By: \_\_\_\_\_  
John Purcell  
Mayor

By: \_\_\_\_\_  
Troy Parlier  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attest:*

*Attest:*

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

\_\_\_\_\_  
Village Clerk





# Legend

Rt. 71 Shared Use Path IGA  
Exhibit 1

## Shared-Path Ownership

- United City of Yorkville ~ 0.3 Miles
- Kendall County Forest Preserve ~ 3.2 Miles
- Village of Oswego ~ 0.5 Miles



# KENDALL COUNTY FOREST PRESERVE DISTRICT

---

110 WEST MADISON STREET

YORKVILLE IL 60560

630 553-4025

May 5, 2010

Dan L. Mestelle, P.E.  
Illinois Department of Transportation  
Division of Highways/Region 2/District 3  
700 East Norris Drive  
Ottawa IL 61350-0697

Dear Mr. Mestelle,

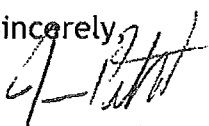
The Kendall County Trails & Greenways Plan, developed in partnership with all local municipalities, shows a proposed trail along Route 71. The Kendall County Forest Preserve District is requesting that IDOT acquire the right-of-way for a future 10' wide detached shared-use trail and a 5' wide detached sidewalk as part of the project scope.

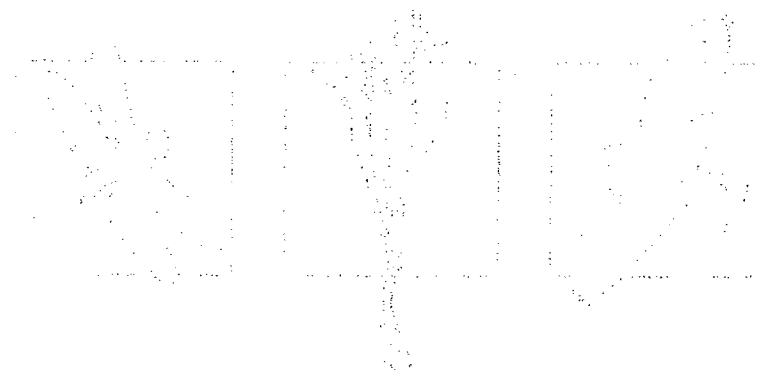
The Forest Preserve District supports the trail project beginning at Harris Forest Preserve and continuing on the south side of Route 71 to the Route 47 intersection. At that signalized intersection, the trail should cross to the north side of Route 71, and then east across Route 47 and continue on the north side of Route 71 to Orchard Road. The only other location of trail on the south side of Route 71 would be to connect the Fields of Farm Colony HOA limestone trail to the signalized intersection of Van Emmon Road for a safe pedestrian crossing.

It is preliminary to assume that the Forest Preserve District can determine what portions of trail it can fund and maintain. The District can commit to working with other local agencies and IDOT as this project progresses to address funding availability and continued maintenance once IDOT completes the preliminary engineering and can provide an Engineer's Estimate of Probable Cost.

Please contact me at 630 553-4131 or [jpettit@co.kendall.il.us](mailto:jpettit@co.kendall.il.us) if you require any additional information.

Sincerely,

  
Jason Pettit  
Director



Route FAP 311 (IL 71)

Section (1, 1-1)R

County Kendall

File No. 1584

**PLEASE VERIFY THE FOLLOWING  
CONTACT INFORMATION**

☐ CORRECT

☐ INCORRECT

(Please print changes below)

Name JASON PETTIT

Address 110 WEST MADISON ST YORKVILLE IL 60560

Phone No. 631 553-4131

**CHECK THE APPROPRIATE RESPONSE:**

☐ Our agency has no input regarding pedestrian and bicycle accommodation along this route and does not intend to participate in funding or maintenance of sidewalk and paths.

☒ Our agency will participate in funding and will maintain pedestrian and bicycle accommodation from \_\_\_\_\_ to \_\_\_\_\_ (mark and return your proposed participation limits on the attached map and mark your preferences below).

☐ sidewalk on \_\_\_\_\_ side(s) of Illinois 71.

☐ shared use path on \_\_\_\_\_ side(s) of Illinois 71.

☐ Our agency has the following sidewalks and shared use paths planned for construction in \_\_\_\_\_ Year in the immediate vicinity of this project area: \_\_\_\_\_

**ADDITIONAL COMMENTS**

LETTER ENCLOSED

Name JASON PETTIT

Title DIRECTOR

Signature

Date

5/5/10

REPORT WRITER'S INITIALS - DL

# KENDALL COUNTY FOREST PRESERVE DISTRICT

---

110 WEST MADISON STREET

YORKVILLE IL 60560

630 553-4025

April 4, 2011

Lou Paukovitz  
Illinois Department of Transportation  
Division of Highways  
700 East Norris Drive  
Ottawa IL 61350

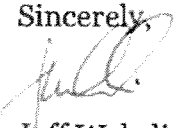
Dear Mr. Paukovitz:

Please accept this letter as a commitment from the Kendall County Forest Preserve District to participate in the multi-use trail project adjacent to Route 71 as follows:

- The District will fund 20% of the trail construction costs from the City of Yorkville corporate limits to Orchard Road, excepting any property within the corporate limits of a municipality. The District understands that 100% of bridge construction costs will be funded by IDOT.
- The District will, after construction, maintain the trail from the City of Yorkville corporate limits to Orchard Road, excepting any property within the corporate limits of a municipality.
- The District understands that IDOT will fund 100% of right-of-way acquisition for the trail.

Please note that the District is unable to approve this commitment by resolution of the board to fund the trail construction and maintenance due to the advice of legal counsel.

Please contact Forest Preserve Director Jason Pettit at 630 553-4131 if you require additional information.

Sincerely,  
  
Jeff Wehrli  
President



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

Agenda Item Number

Mayor's Report #4a

Tracking Number

CC 2022-27a

### Agenda Item Summary Memo

**Title:** Memorandum of Understanding – City/Library Shared Marketing Position

**Meeting and Date:** City Council – June 14, 2022

**Synopsis:**

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** \_\_\_\_\_ **Bart Olson** **Administration**  
Name Department

**Agenda Item Notes:**

---

---

---

---

---



# Memorandum

To: Yorkville City Council  
From: Tim Evans, Director of Parks and Recreation & Shelley Augustine, Library Director  
CC: Bart Olson, City Administrator  
Date: June 7, 2022  
Subject: City Parks & Recreation and Library Shared Full-Time Marketing Position Proposal

---

## **Summary**

City Parks & Recreation and Library Full-Time Shared Marketing Position Proposal

## **Background**

Most Parks & Recreation and Library Districts have an entire division dedicated to sponsorship and marketing. While specific revenue increases from sponsorships is monitored and important to these Districts, there is also an understanding that the indirect revenue increases across the respective units, due to properly marketing programs, is equally important.

Over the last few years, both the City's Parks & Rec. Department and the Yorkville Public Library have provided a dramatic increase in program offerings to the Yorkville community. Due to this increase, the overall demands to successfully maintain the day-to-day operations have also increased, proving it difficult for both entities to continue operating on the high level the Yorkville community expects while also effectively marketing and sponsoring these programs. To effectively market and secure sponsorships the following tasks must be consistently completed year-round:

- 1) Creating program flyers.
- 2) Creating sponsorship forms.
- 3) Updating Facebook pages.
- 4) Updating website pages.
- 5) Building relationships with the community for future sponsorship opportunities.
- 6) Designing sponsorship banners and signs.
- 7) Keeping track of event sponsors and the associated sponsorship level.
- 8) Post-event follow up with sponsors.

Currently, the P&R department and Library do not have a dedicated employee to oversee this job responsibility, resulting in missed opportunities for community engagement and participation as well as sponsorship revenue. By not securing these additional funds to their fullest degree both entities are missing opportunities to offset, enhance and even add new programs to the Yorkville community. To help assist in managing the marketing and sponsorship for both organizations,

the City P&R Department & Yorkville Public Library are interested in sharing a community development and marketing position. Such a partnership will benefit both organizations and ultimately best serve the residents of Yorkville.

This proposed, shared position will maximize the resources of both organizations to fully promote and sponsor all programs offered to the Yorkville community. The attached memo of understating provides details on the following points:

- 1) Staff expects to hire this full-time salaried position at a starting salary between \$45,000 - \$50,000, plus benefits.
- 2) Library will contribute a minimum of \$15,000, and possibly up to 20%, of the salary and benefits, depending on the Library fiscal year budget.
- 3) The City will cover all other cost related to this full-time salary position, minus the \$15,000 or 20% contribution from the Library.
- 4) The annual hours received by the Library will be equivalent to the amount contributed. Since the employee's costs are variables (salary dependent on negotiation, benefits dependent on enrollment) and the Library's commitment is variable, we will have to certify the exact amount of hours at a staff level after the employee is hired and the Library Board agrees on a contribution amount. Our earliest estimate is that the Library will receive approximately 8-12 hours per week, subject to management discretion and tracking of hours between the Library Director and Parks and Recreation Director.
- 5) The P&R Director, Supt. of Rec. and Library Director will meet periodically to discuss project management and to ensure hours spent between the City and Library is meeting outlined expectations and is comparable to the funds being contributed to the position.
- 6) The Library Director and the Parks and Recreation Director will make joint decisions on hiring, firing, discipline, and wage adjustments.
- 7) The Library Director will have the authority to terminate the partnership at any time, similar to how the City's arrangement with Oswego for the Purchasing Manager and the Facilities Manager works.

## **Recommendation**

Staff seeks City Council approval of the full-time shared City P&R & Library full-time marketing position at a starting salary between \$45,000 - \$50,000, plus benefits.



## **United City of Yorkville & Yorkville Public Library**

### **Memorandum of Understanding**

This Memorandum of Understanding (MOU) sets the terms for an understanding between the United City of Yorkville and the Yorkville Public Library concerning a proposed, shared marketing position partnership between the two organizations.

#### **Background**

The United City of Yorkville Parks & Recreation Department and Yorkville Public Library are interested in sharing a full-time community development and marketing position. Such a partnership will benefit both organizations and ultimately best serve the residents of Yorkville. This proposed, shared position will provide the ability to maximize the resources of both organizations to fully promote and sponsor all programs each entity offers to the Yorkville community.

#### **Purpose**

This MOU will enumerate the details of a partnership between United City of Yorkville Parks & Recreation Department and Yorkville Public Library in supporting a full-time shared marketing position between the entities.

The Yorkville Public Library will provide and receive the following:

- 1) Contribute an amount yearly to the full-time position, depending on the Library fiscal year budget.
- 2) The employee will work on Library items in an amount of hours commensurate to the Library's financial contribution to the position relative to full cost of the position.
- 3) While the amount of hours worked for each entity is subject to the discretion of and management by the Library Director and the Parks and Recreation Director, it is understood that the employee will contribute the full 40 hour/week to the library for 2-3 weeks per year to assist in large events hosted by the Yorkville Public Library including the Library Mini Golf FUN-raiser.
- 4) The employee will follow a yearly marketing plan, which will be agreed to by the City and Library. A draft plan attached.

The City's Parks & Recreation Department will provide and receive the following:

- 1) Contribute all remaining funds needed to cover the full-time yearly salary and benefits, minus the Library contribution.
- 2) All IT equipment needed to sufficiently complete projects required of the position including a laptop, marketing programs, etc.
- 3) The employee will work on Parks and Recreation items in an amount of hours commensurate to the City's financial contribution to the position relative to full cost of the position.

- 4) While the amount of hours worked for each entity is subject to the discretion of and management by the Library Director and the Parks and Recreation Director, it is understood that the employee will contribute the full 40 hour/week to the Parks and Recreation Department for 4-5 weeks per year to assist in large events hosted by the Yorkville Parks and Recreation Department including Hometown Days, Riverfest and Holiday Celebration.
- 5) This position will be a full-time employee of the City subject to the City's Employee Manual.
- 6) The City will be responsible for all employee benefits and shall approve all vacation days.
- 7) In the event there is a conflict on the weeks of scheduled, special events, the City shall be given first rights to the 40 hours to be worked.
- 8) The employee will follow a general, yearly marketing plan which will be agreed upon by the City and Library. Draft attached.

## **Reporting**

In general, the employee will cost about \$30 - \$36 per hour or \$60,000 - \$75,000 per year. The P&R Director, Supt. of Rec. and Library Director will periodically meet to discuss project management and to ensure hours spent between the City and Library is meeting outlined expectations and is comparable to the funds being contributed to the position.

## **Funding**

The Library Board contribution is TBD, but is expected in the \$15,000 range.

City will cover all other fees related to the full-time salary position.

## **Duration**

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

**Contact Information**

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

2) Yorkville Public Library  
902 Game Farm Rd.  
Yorkville, IL 60560

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

\_\_\_\_\_  
(Yorkville Public Library) Date:

## **General Parks & Recreation and Library Yearly Marketing Plan**

### **A.) Four (4) phases for the shared marketing position to work on:**

- 1) Advertisement (Flyers, Facebook, Newspapers, Newsletters, etc.)
- 2) Website Design (P&R and Library webpages/sites)
- 3) Event/Program Signage.
- 4) Event/Program Sponsorship, Forms, Tracking & Relationships.

### **B.) Calendar Year Month to Month Programs**

- 1) January:
  - a) P&R – Spring Youth Baseball, Softball & Soccer Leagues (Flyers, Facebook, Website & Sponsorship). Valentine’s Day Events (Flyers), Preschool Registration.
  - b) Library – Mini Golf FUN Raiser, Winter Reading Programs
- 2) February:
  - a) P&R – St. Patrick’s Day Celebration, Easter Egg Hunt, FORE Golf Outing, Utility Bill
  - b) Library – Mini Golf FUN Raiser, Winter Reading Programs
- 3) March:
  - a) P&R – St. Patrick’s Day Celebration, Margaritas en Mayo
  - b) Library- National Library Week (early April), National Poetry Month (April)
- 4) April:
  - a) P&R – Summer Basketball, Summer Camps/Classes, Margaritas en Mayo, Utility Bill
  - b) Library – Summer Reading Programs, National Library Week, Poetry Month
- 5) May:
  - a) P&R – Summer Camps/Classes, Special Events Webpages, Memorial Day Ceremony, River Fest, Fore Golf Outing
  - b) Library – Summer Reading Programs, Harry Potter Program

6) June:

- a) P&R – July 4<sup>th</sup> Celebration, River Fest, Wine Nights, Movie Nights, Utility Bill
- b) Library – Summer Reading Programs, Harry Potter Program

7) July:

- a) P&R – Hometown Days Festival, National Night Out, Fall Sports Leagues, River Fest
- b) Library – Summer Reading Program, Harry Potter Program, Annual Book Sale

8) August:

- a) P&R – Hometown Days Festival, Girls Basketball Leagues, Utility Bill
- b) Library – Harry Potter Program, Annual Book Sale, Nat. Lib. Card Sign Up Month (Sept)

9) September:

- a) P&R – Girls & Boys Basketball League, Scarecrow Walk
- b) Library – Annual Book Sale, Nat. Lib. Card Sign Up Month

10) October:

- a) P&R – Holiday Celebration, Boys Basketball League, Flags of Valor, Utility Bill
- b) Library – Halloween Program

11) November:

- a) P&R – Holiday Celebration, Santa Visits
- b) Library – Mini Golf FUN Raiser, Polar Express

12) December:

- a) P&R – Sponsorship Forms for following year, Spring Baseball/Softball Leagues, Preschool Registration, Utility Bill
- b) Library – Mini Golf FUN Raiser, Polar Express, Winter Reading Programs

\*Marketing all monthly reoccurring programs for both P&R and Library



## UNITED CITY OF YORKVILLE

### JOB DESCRIPTION



**JOB TITLE:** RECREATION & LIBRARY COMMUNITY ENGAGEMENT AND MARKETING COORDINATOR  
**DEPARTMENT:** Recreation & Library  
**STATUS:** Full-time  
**FLSA STATUS:** Exempt  
**REPORTS TO:** Director of Parks & Recreation & Library Director

### Position Description Overview

Under the supervision of the Director of Parks & Recreation & Library Director, this position is responsible for coordinating and managing the City of Yorkville's Parks, Recreation and Library's community presence and marketing content. Responsibilities include developing connections and creating partnerships with individuals and local organizations to promote parks, recreation and library services and resources. Coordination of internal and external publicity efforts to keep the public aware of all the the Parks, Recreation and Library services offered to the residents of Yorkville. Secure sponsorship revenue to support and enhance Parks, Recreation and Library community events.

### Essential Job Functions

- Coordinates community engagement for the Parks, Recreation and Library, including outreach to local businesses and nonprofits, participation in community events, and serving on local boards and committees.
- Coordinates with Recreation & Library Management Team and staff to provide consistent print and electronic messages in support of programs and services.
- Development and implementation of a marketing plan which supports the strategic goals and initiatives of the Parks, Recreation and Library and heightens awareness, understanding and engagement with service, programs, and resources.
- Responsible for planning, writing, producing, and managing content for marketing, branding, promotions, public relations, and internal and external communications for the Parks, Recreation, and Library Departments.
- Assume overall responsibility for the design, production, and dissemination of the brochures, fliers, signage, press releases, digital signs, lobby tv content, and newsletters.
- Responsible for posting and maintaining the content of the Parks, Recreation, and Library websites, social media outlets, and various print & online media sources.
- Staying abreast of modern technologies and trends to identify, assess feasibility, and implement those trends to respond to the needs and interests of the community.
- Collect, maintain, and analyze accurate and up-to-date statistics for reporting purposes.

- Sets annual objectives and budgets for public relations and marketing in line with the Parks, Recreation & Library's strategic plan.
- Assists in developing and securing sponsorships and vendors for year-round community events hosted by the Parks, Recreation and Library Departments.
- Assists in the coordination, planning, and implementation of community events hosted by the Parks, Recreation and Library Departments.
- Attend board meetings and committee meeting as requested.
- Assist the Parks, Recreation and Library Departments in daily functions as seen fit by Management Teams.

### **Qualifications**

- Degree in Public Relations, Marketing, Communications, or related field preferred.
- Previous experience planning and executing programs and events
- Intermediate to advanced computer and information technology skills.
- Must be available on periodic evenings and weekends to attend assigned community events.
- Must successfully complete a background investigation with findings of good character and no felony convictions.

### **Knowledge, Ability, and Skills**

- Ability to perform the above-listed essential functions.
- Ability to empathize and relate to patrons and community needs with a strong commitment to customer service.
- Ability to meet people easily and to participate effectively in the cultural and intellectual activities of the community.
- Ability to establish partnerships with a wide range of organizations such as business associations, social service agencies, not for profit groups, and governmental organizations.
- Proficient in Microsoft Office Suite, Google Apps, and graphic design software.
- Excellent communication skills, both verbal and written.
- Ability to learn modern technology and communicate this knowledge to staff.
- Works independently, making decisions within stated guidelines to solve problems and produce accurate work in a timely basis.
- Works collaboratively and productively with coworkers and supervisors.
- Good organizational and planning skills, with the ability to pay attention to detail.
- Dependable, reliable, punctual, professional, and patient.
- Demonstrates effective listening skills, in a respectful and sensitive manner.
- Exercises initiative, discretion, and make independent decisions.

### **Physical Requirements/Work Environment**

- Work that includes repetitive keyboard use.
- Work that includes standing for extended periods of time in outdoor locations.
- May regularly be required to lift and/or move up to 10 pounds; frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds.
- Manual dexterity, clear speech, hearing acuity, and correctable vision.

- Provides own transportation.
- Will be working in two different locations (Recreation & Library Offices) throughout the week.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

We are an equal opportunity employer and this obligation includes our commitment to providing reasonable accommodations when necessary to assist our employees and applicants who are disabled (and those who are pregnant or have a pregnancy related medical condition or disability) in order for those individuals to perform their essential job functions. If you are in need of a reasonable accommodation to perform the essential job functions listed above, we urge you to contact your supervisor or HR to schedule a meeting to discuss the available options.

**To Apply:**

To be considered for this position, please send a cover letter and resume to:

Tim Evans, Director of Parks & Recreation

[tevans@yorkville.il.us](mailto:tevans@yorkville.il.us)





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

Agenda Item Number

Mayor's Report #4b

Tracking Number

CC 2022-27b

### Agenda Item Summary Memo

**Title:** Shared Marketing Employee – FY 23 Budget Amendment

**Meeting and Date:** City Council – June 14, 2022

**Synopsis:** Approval of a FY 23 budget amendment authorizing the hiring of a shared marketing employee for the City and Library.

#### Council Action Previously Taken:

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

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

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

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

At time of packet creation, the corresponding memo, budget spreadsheet, and ordinance were not available for distribution. The materials will be distributed in a supplemental packet as soon as they are available, and they will be in line with the proposal as described in the prior agenda item.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2022-09 & EDC 2022-29

### Agenda Item Summary Memo

**Title:** PZC 2022-09 Kendall County Petition 22-09 (Future Land Use Change)

**Meeting and Date:** City Council – June 14, 2022

**Synopsis:** Informational Item - review of a future land use map amendment in Kendall County

From rural residential to mixed use business adjacent to South Eldamain Road

### Council Action Previously Taken:

Date of Action: PZC – 06/09/22 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2022-09 & EDC 2022-29

**Type of Vote Required:** None

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

**Submitted by:** Jason Engberg, AICP Community Development  
Name Department

### Agenda Item Notes:

See attached memorandum.



# Memorandum

To: City Council  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti J. Barksdale-Noble, Community Development Director  
Date: June 9, 2022  
Subject: **PZC 2022-09 Kendall County Petition 22-09 (Future Land Use Change)  
South Eldamain Corridor Properties**

## **SUMMARY:**

Staff received a petition from the Kendall County Planning, Building, and Zoning Department on March 29, 2022 which details a proposed amendment the Kendall County Future Land Use map. In the fall of 2020, the Kendall County Comprehensive Land Plan and Ordinance Committee initiated discussions regarding the funding for the Eldamain Road Bridge and Extension project and potential future land uses along the southern leg of the new thoroughfare. Since then, the Committee has been in discussion with the adjacent communities, including Yorkville, about each municipality's plans for the future of the area and has reached out to property owners in the area. They are proposing to redesignate three (3) properties west of Eldamain and south of the railway from "Rural Residential" to "Mixed Use Business." The proposal was approved by the Kendall County board at the May 17, 2022 meeting and this is an informational item. Any comments or concerns will be directed to Kendall County staff.

## **Planning and Zoning Commission**

The Planning and Zoning Commission reviewed this item at the June 8, 2022 meeting. No comments were given by the committee members but there was a single Kendall County resident who spoke at the meeting. They felt that the area should stay as a residential future land use and would like the City to keep its current Estate Residential designation for the area. No motion was made at this meeting as it has already been approved by the Kendall County Board and is informational.

## **Staff Comments**

Since the proposed map amendment has already been approved through the County, this item is for informational purposes and staff will direct any comments from the City Council to the County.

## **Attachments**

1. Petition 22-09 with attachments
2. Yorkville Future Land Use Map
3. Planning and Zoning Commission Memorandum – June 2, 2022
4. Planning and Zoning Commission Memorandum - June 3, 2021



---

## DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

### MEMORANDUM

---

**To:** Kendall County ZPAC

**From:** Matthew H. Asselmeier, AICP, CFM Senior Planner

**Date:** 3/25/2022

**Subject:** Potential Changes to the Future Land Use Map Along the Eldamain Road Corridor

In October 2020, the Kendall County Comprehensive Land Plan and Ordinance Committee initiated discussions regarding changing the Future Land Use Map for properties located along the Eldamain Road Corridor south of the Fox River, in light of the funding for the Eldamain Road Bridge and the abandonment of the centerline for the Prairie Parkway. In particular, the Committee discussed possible commercial and/or manufacturing investment in this area.

The Kendall County Future Land Use Map currently calls for this area to be Rural Residential (Max Density 0.65 DU/Acre) and Mixed Use Business. A copy of the existing Future Land Use Map is attached.

The Yorkville Future Land Use Map currently calls for this area to be Estate Residential. The Millbrook Future Land Use Map currently calls for this area to be Business Park Office and Commercial with Industrial near the former Prairie Parkway alignment. The Plano Future Land Use Map currently calls for the area in their planning jurisdiction to be Estate Residential (0-0.8 DU/Acre). Copies of all of the Future Land Use Maps for this area are attached.

Following meetings with property owners in the area in October and December 2021, the Committee decided to limit changes to three (3) properties along the railroad tracks west of Fox Road. Letters to impacted property owners were mailed in mid-December 2021, mid-February 2022, and mid-March 2022.

At their meeting on February 23, 2022, the Comprehensive Land and Ordinance Committee voted to forward the proposal to the Kendall County Regional Planning Commission.

At their meeting on March 24, 2022, the Kendall County Regional Planning Commission voted to initiate the amendment to the Future Land Use Map.

A copy of the updated map is attached.

Petition information will be sent to Fox Township, the Village of Millbrook, and the United City of Yorkville on March 28, 2022.

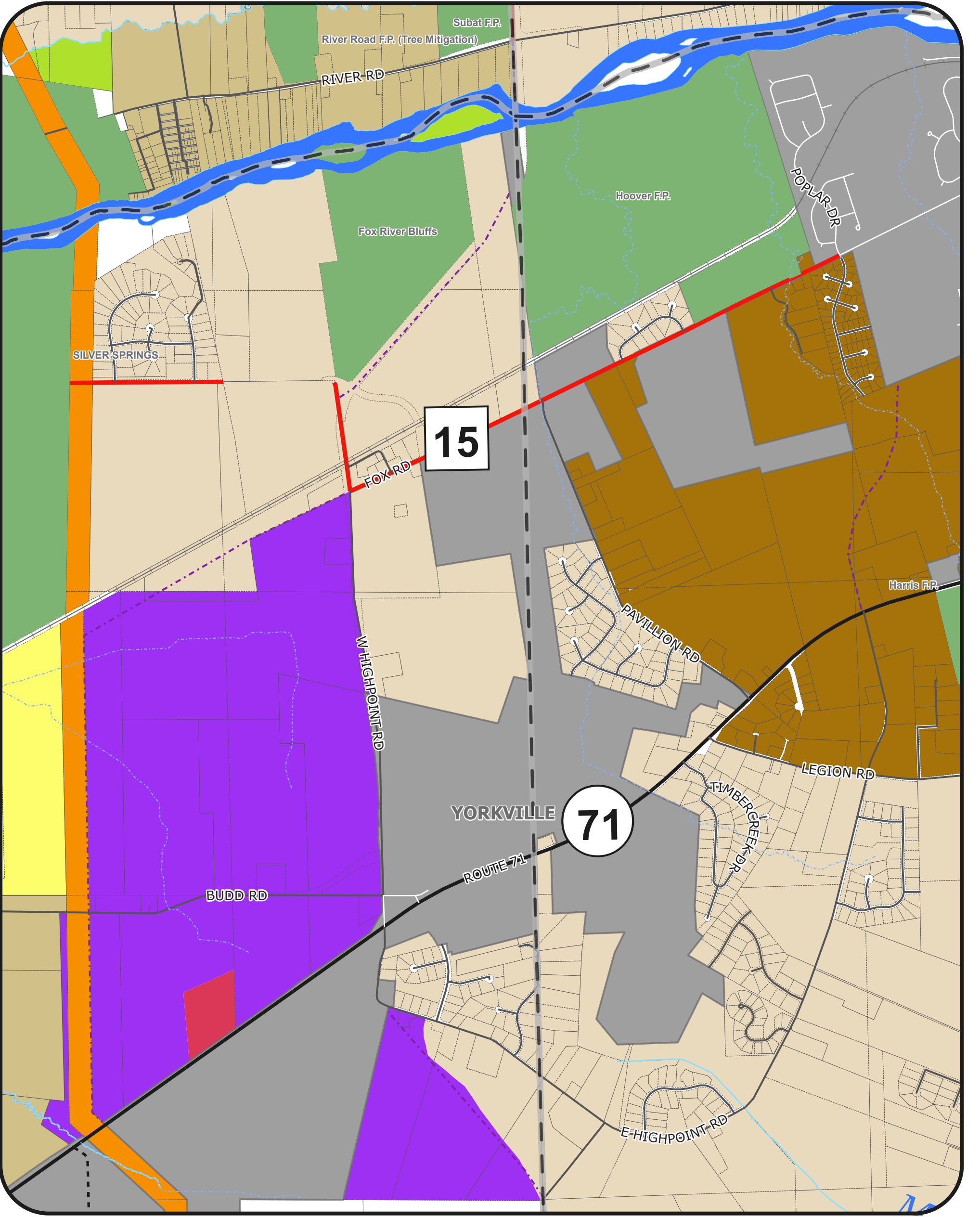
If you have any questions regarding this memo, please let me know.

Thanks,

MHA

Encs.: Kendall County Future Land Use Map  
Proposed Changes to Kendall County Future Land Use Map  
United City of Yorkville Future Land Use Map  
Village of Millbrook Future Land Use Map  
City of Plano Future Land Use Map

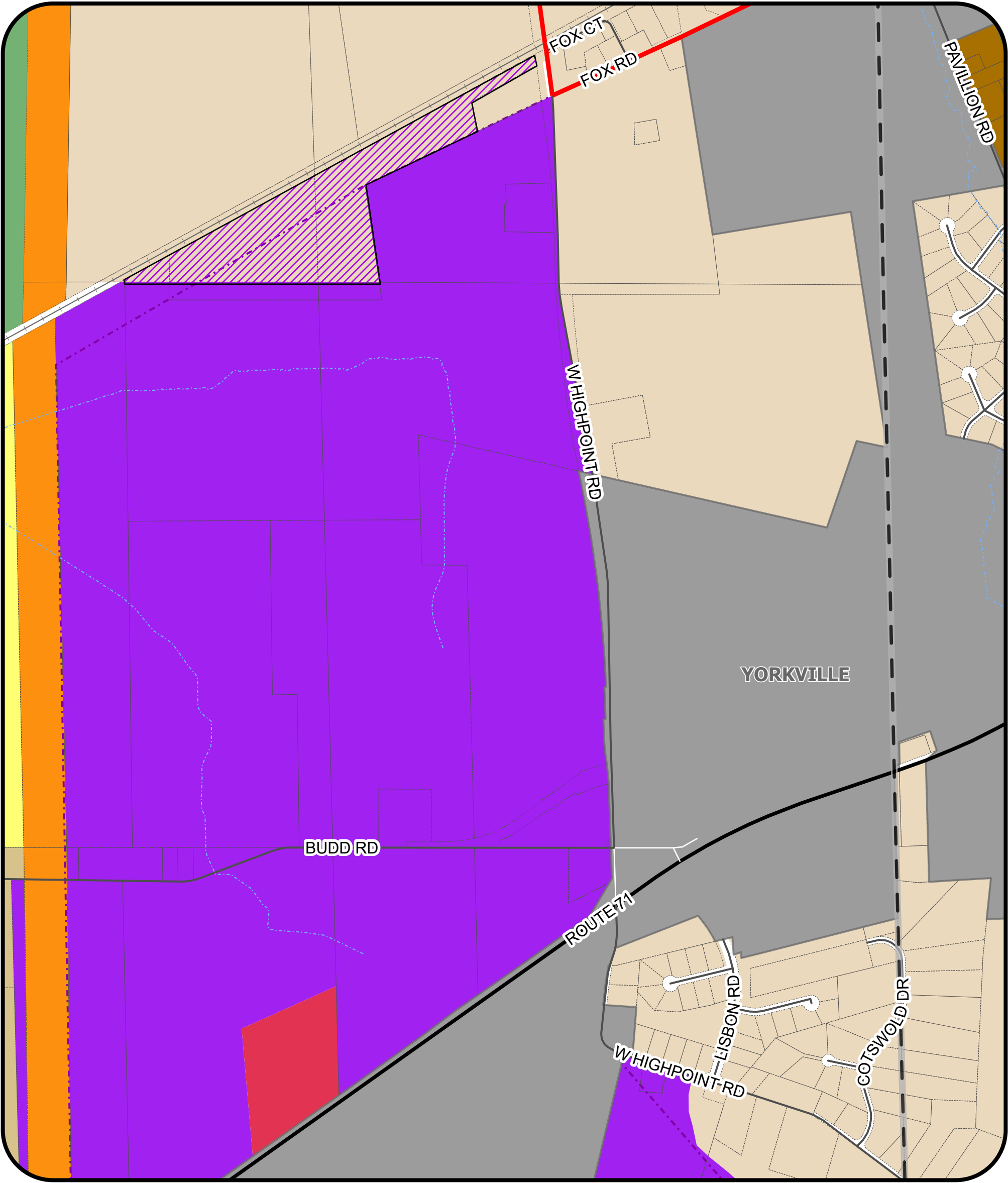
# Future Land Use Plan in Kendall County, IL



- |  |   |  |                           |                               |
|--|---|--|---------------------------|-------------------------------|
| TOWNSHIPS                                  | RURAL RESIDENTIAL<br>MAX DENSITY<br>0.65 DU ACRES       | COUNTRYSIDE RESIDENTIAL<br>MAX DENSITY<br>0.33 DU ACRE | COMMONWEALTH EDISON       | AGRICULTURE                   |
| URBAN AREAS - INCORPORATED                 | RURAL ESTATE RESEDENTIAL<br>MAX DENSITY<br>0.45 DU ACRE | COMMERCIAL   | TRANSPORTATION CORRIDORS  | PRESERVE/STATE PARKS          |
| SUBURBAN                                   |   | MIXED USE BUSINESS                                     | MINING                    | OPEN SPACE                    |
| RESIDENTIAL - MAX DENSITY<br>1.00 DU ACRES |   |  | POTENTIAL MINING DISTRICT | PROPOSED ROADWAY IMPROVEMENTS |
|  |   |  | PUBLIC/ INSTITUTIONAL     |                               |



# Proposed Future Land Use Plan



**LAND USE TYPE**

- URBAN AREAS - INCORPORATED
- SUBURBAN RESIDENTIAL - MAX DENSITY 1.00 DU ACRES
- RURAL RESIDENTIAL MAX DENSITY 0.65 DU ACRES

- RURAL ESTATE RESEDENTIAL MAX DENSITY 0.45 DU ACRE
- COUNTRYSIDE RESIDENTIAL MAX DENSITY 0.33 DU ACRE
- COMMERCIAL

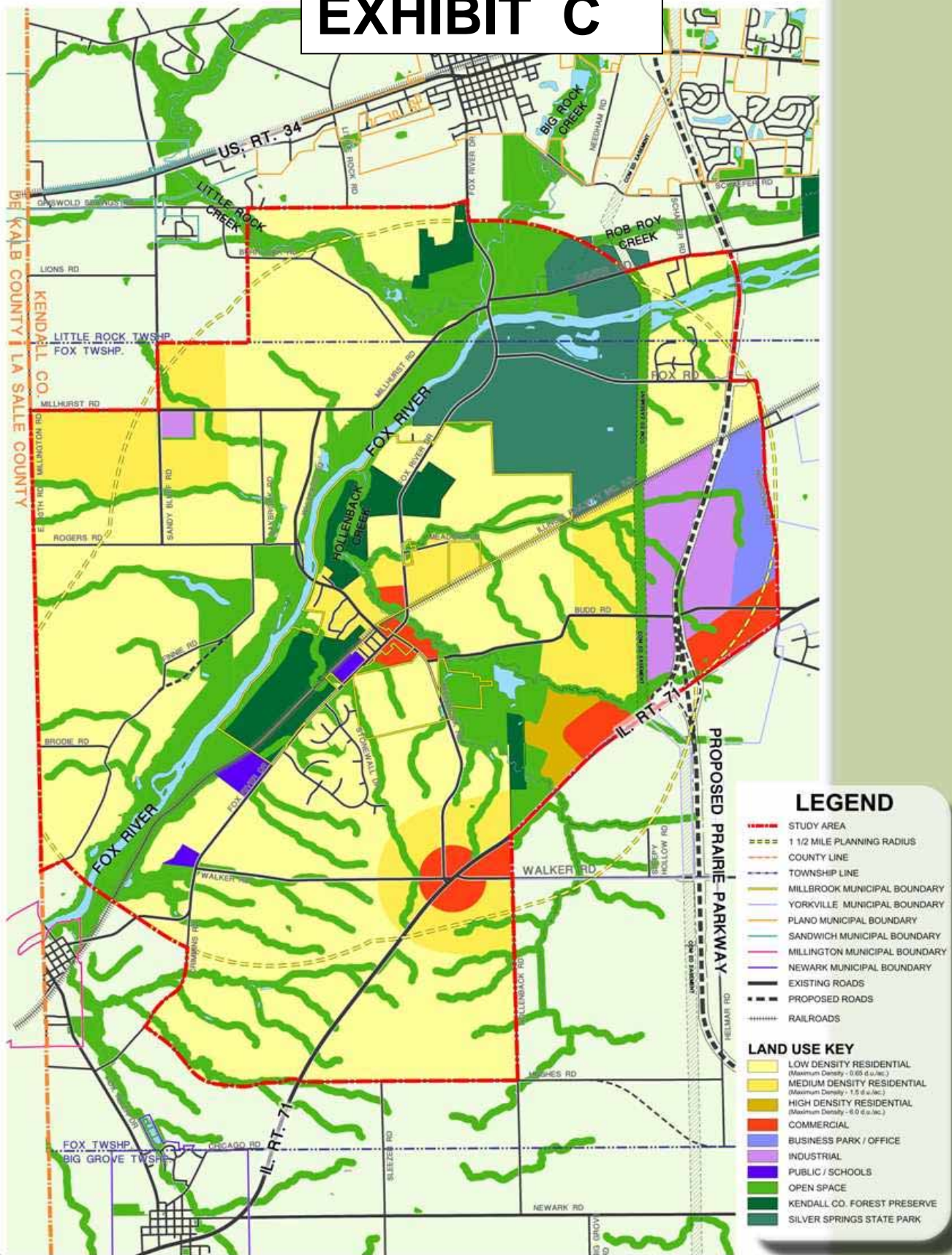
- MIXED USE BUSINESS
- COMMONWEALTH EDISON
- PROPOSED ROADWAY IMPROVEMENTS
- TOWNSHIPS
- PROPOSED MIXED USE BUSINESS

N

0 0.25 0.5 1

Miles

# EXHIBIT C



## FUTURE LAND USE PLAN - DRAFT

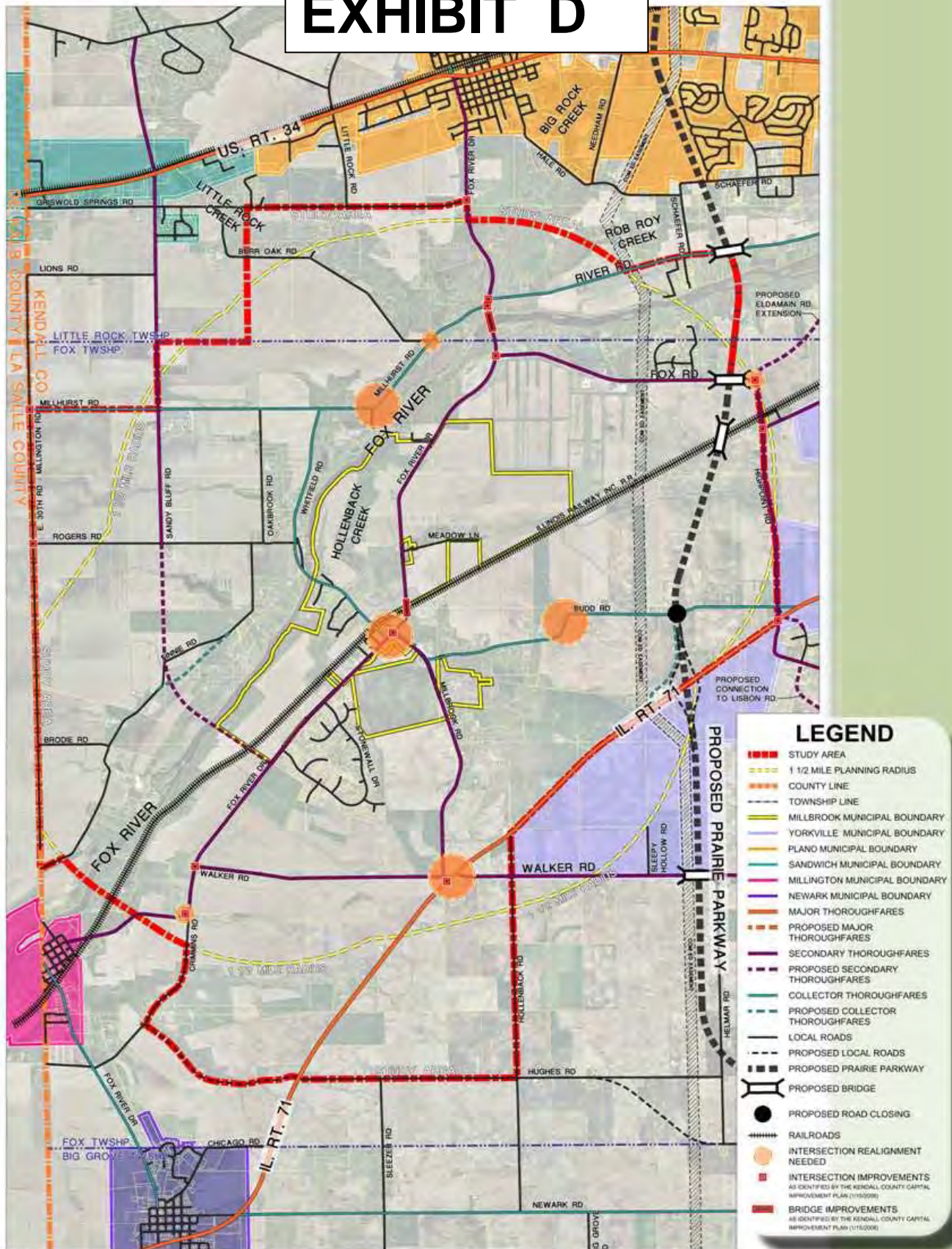
Millbrook Comprehensive Plan | Village of Millbrook



Date: May 16, 2009



# EXHIBIT D



## TRANSPORTATION PLAN - DRAFT

Millbrook Comprehensive Plan | Village of Millbrook



Date: March 18, 2009



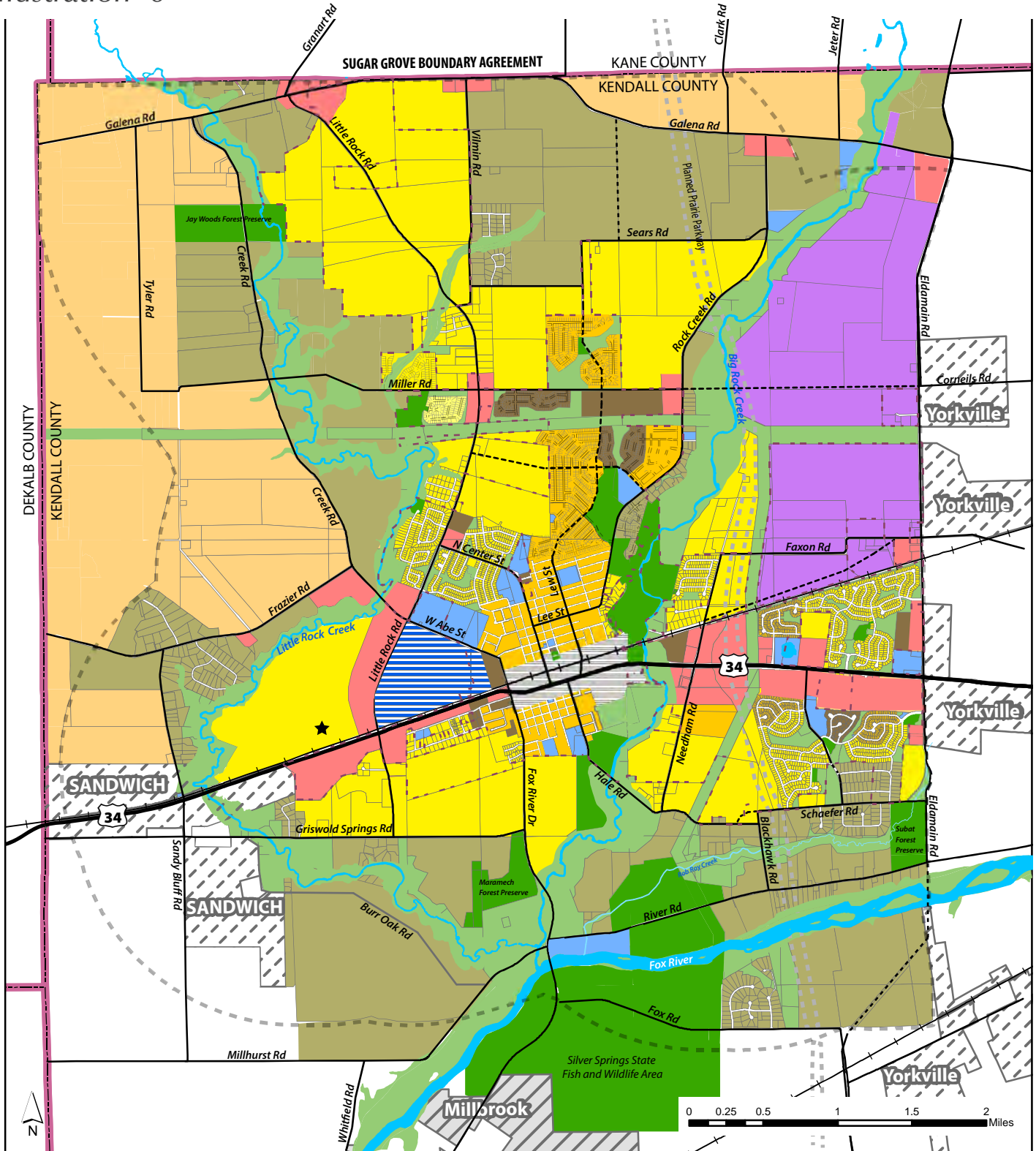
# EXHIBIT E



## SCENIC CORRIDORS - DRAFT

NORTH  
Scale: 1" = 1,320'

# Illustration 6



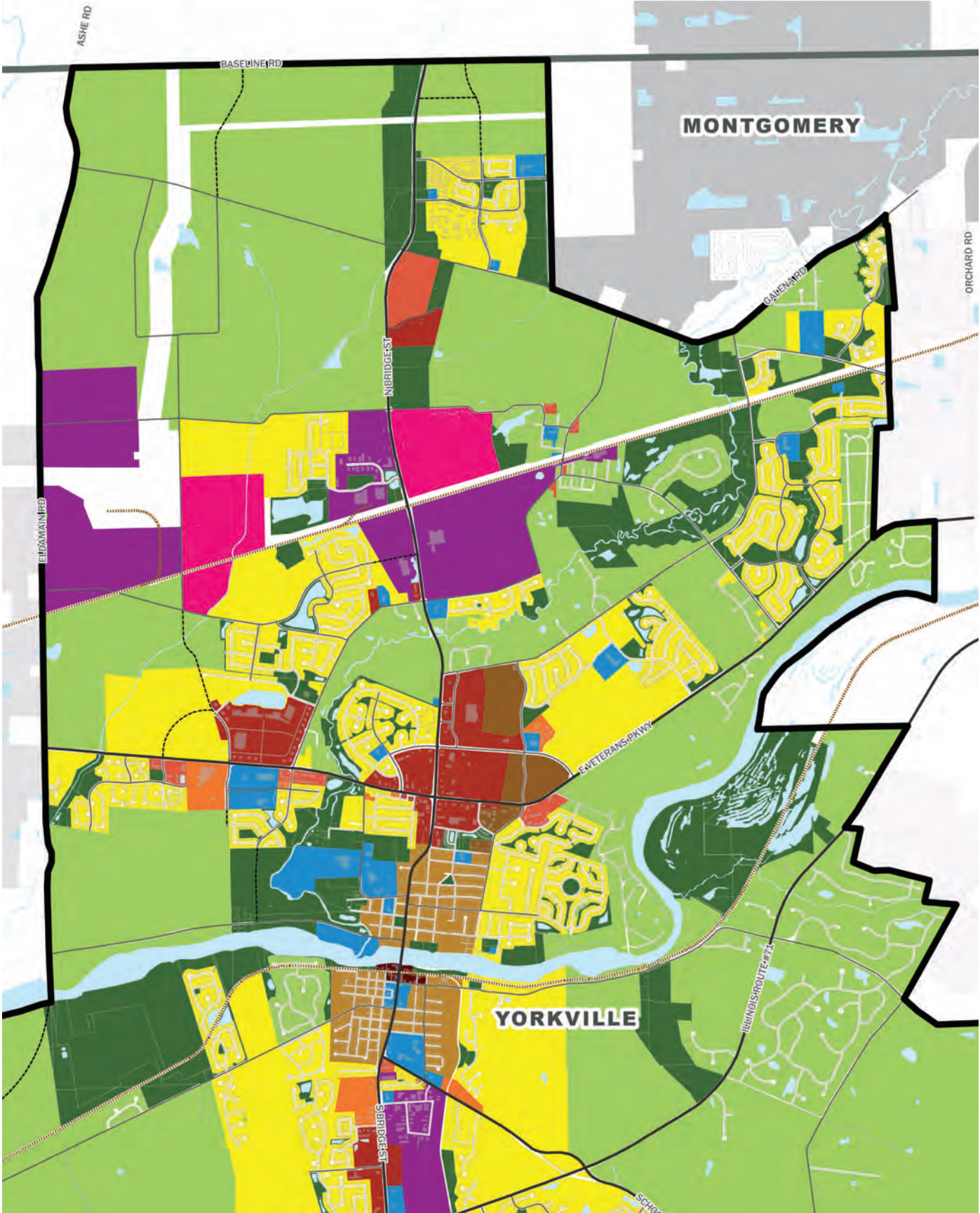
## Future Land Use

teska

- Agricultural
  - Estate Residential (0 - .8 DU/AC)
  - Low Density Residential (.9 - 2.25 DU/AC)
  - Medium Density Residential (2.26 - 6 DU/AC)\*
  - High Density Residential (>6 DU/AC)\*
  - Parks
  - Open Space
  - General Business
  - Institutional/Public
  - Industrial/Office/Research
  - Transit Oriented Development
  - City Center Mixed Use
  - Plano Boundary
  - Planning Boundary
  - Proposed Roadway
  - Planned Prairie Parkway
  - Alternate Transit Oriented Development
- \*Existing built densities are not planned to increase



Figure 4.1: Future Land Uses North of the Fox River



LAND USE CHANGES

The Land Use Strategy and Future Land Use Map presented above describes the distribution of general land use categories (Residential, Commercial, industrial, Open Space and Parks, and so on) that will set the framework for achieving the goals of the Comprehensive Plan. It is not a zoning map but should set the stage for future changes and modifications to the Yorkville Zoning Ordinance. The Land Use Strategy seeks to “re-position” Yorkville’s future land use pattern given current development conditions in Yorkville since the 2008 economic downturn and the unlikelihood that the Prairie Parkway will be constructed within this Plan’s time horizon. Several changes in land use classifications are proposed from those included in the 2008 Comprehensive Plan. Changes in the land use categories are summarized below:

RESIDENTIAL

A Mid-Density Residential land use zone is proposed in order to encourage new multi-family housing types in Yorkville; new housing types could diversify housing opportunities and provide housing at different price points that what is currently offered in Yorkville’s housing market. The Rural Neighborhood land use classification in the 2008 Comprehensive Plan is eliminated given that such residential development is unlikely to occur in the southeastern portions of the Yorkville planning area where there are significant infrastructure and market constraints. The primary infrastructure constraint is the need to construct a lift station along a ridge line, generally located south of Illinois Route 71. In its place, an Estate/Conservation Residential land use category has been created to accommodate large-lot residential development in areas where infrastructure exists and smaller-lot single family residential subdivisions are less likely

to be supported by market demand. Conservation subdivisions should also be encouraged in order to preserve significant environmental and topographical features, provide alternative housing types, and provide opportunities to expand Yorkville’s open space network. A Metra Station TOD zone is also included to plan accordingly for future development even if the Metra Station is years away from construction.

COMMERCIAL

Several new commercial land use categories are suggested in this Comprehensive Plan. A Downtown Mixed-Use Core zone is intended to focus revitalization and redevelopment efforts in Yorkville’s traditional downtown; new mixed-use development is envisioned on various opportunity sites that expand the Downtown’s footprint further to the east on Van Emmon Street with potential residential and commercial development. The need to address particular development design and land use issues within the Downtown necessitates the need for a Downtown-specific land use classification.

The general Commercial land use classification in the 2008 Plan is now designated Destination Commercial to recognize that a high percentage of commercial land in Yorkville accommodates large format and chain store formats, usually located along major transportation thoroughfares. Destination Commercial uses have their own particular physical design and development issues and should be distinguished from commercial uses located in the Downtown and in neighborhood retail areas.

A Commercial Office land use category has been created to accommodate small-scaled office uses in single developments or as part of an office park setting;

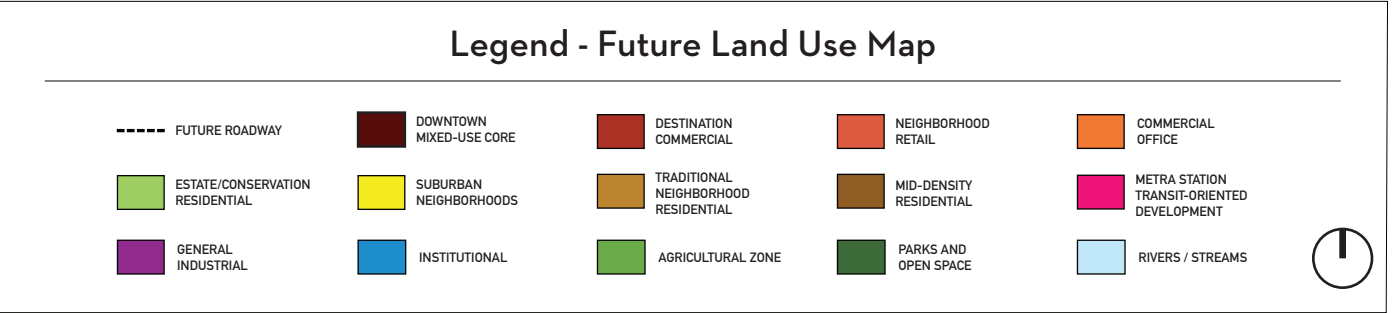
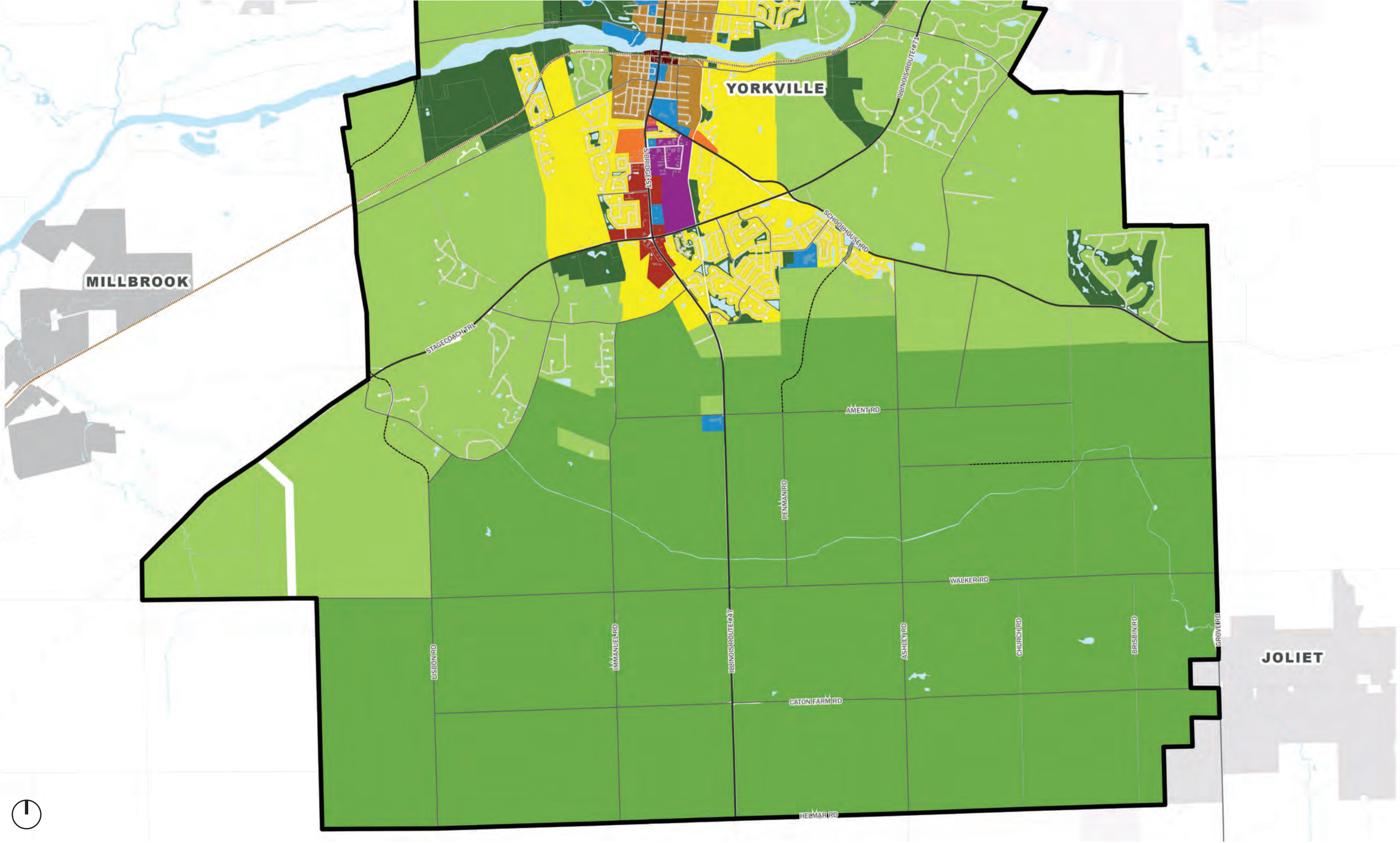


Figure 4.1 - Future Land Uses North of the Fox River



Figure 4.2: Future Land Uses South of the Fox River





# Memorandum

To: Planning and Zoning Commission  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti J. Barksdale-Noble, Community Development Director  
Date: June 2, 2022  
Subject: **PZC 2022-09 Kendall County Petition 22-09 (Future Land Use Change)  
South Eldamain Corridor Properties**

## **SUMMARY:**

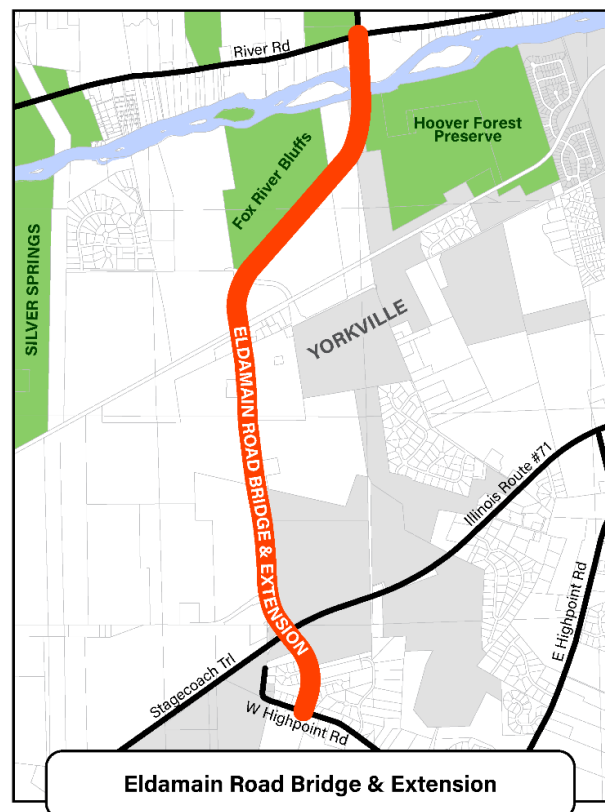
Staff received a petition from the Kendall County Planning, Building, and Zoning Department along with the subsequent attached documents. In the fall of 2020, the Kendall County Comprehensive Land Plan and Ordinance Committee initiated discussions regarding the funding for the Eldamain Road Bridge and Extension project and potential future land uses along the southern leg of the new thoroughfare.

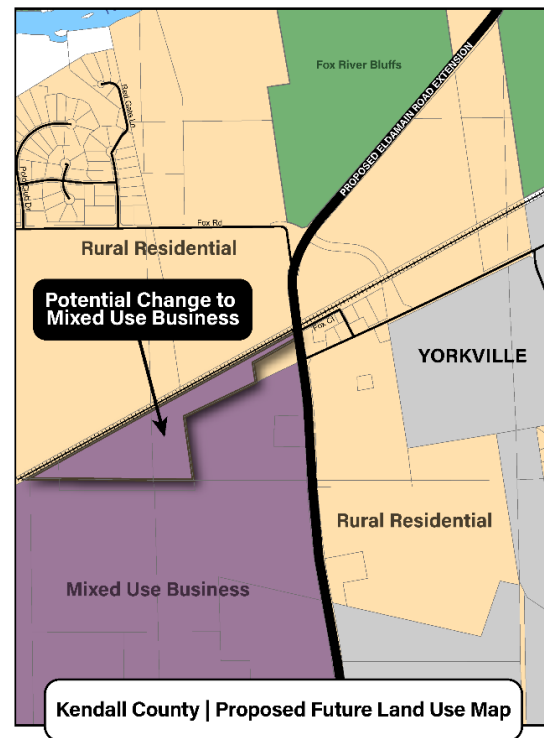
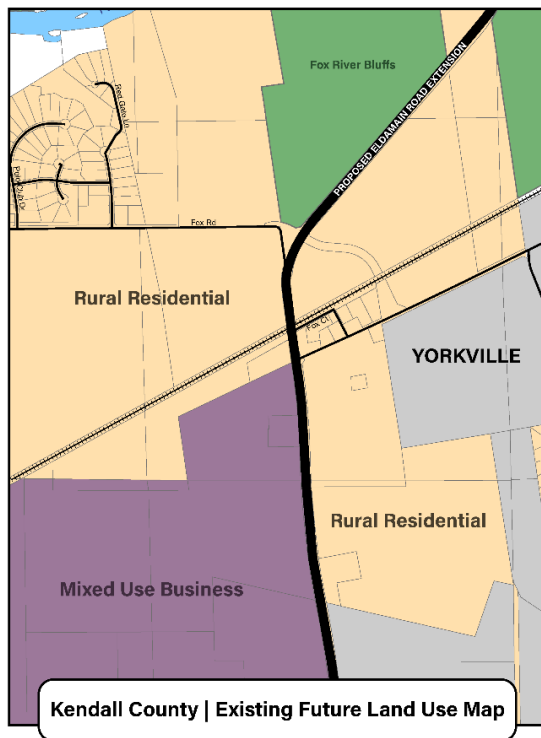
Since then, the Committee has been in discussion with the adjacent communities, including Yorkville, about each municipality's plans for the future of the area. After debating the topic in more depth and reaching out to property owners in the area, the Committee has decided to move forward and have proposed to amend the Kendall County Future Land Use map. They are proposing to redesignate three (3) properties west of Eldamain and south of the railway from "Rural Residential" to "Mixed Use Business." The proposal was approved by the Kendall County board at the May 17, 2022 meeting.

## **BACKGROUND & PROPOSED CHANGES:**

It was announced at the end of 2020 that the planned bridge construction and extension of Eldamain Road south of the Fox River was funded and construction began in 2021. The extension begins at River Road and crosses the river heading south and connects to the existing W Highpoint Road. It terminates after Stagecoach Trail (State Route 71) at a realigned Highpoint Road.

After the announcement of funding, the Kendall County Comprehensive Land Plan and Ordinance Committee began discussing the potential future land uses along the southern extension. The committee felt the area would be ideal for Mixed Use Business, as this new roadway connects State Route 71 with U.S. Route 30. In the spring of 2021, the County contacted the surrounding communities to evaluate the future land use plans along the extension. City staff attended the meeting to discuss potential future land use changes.





Staff informed the committee that Eldamain Road creates the boundary between Yorkville and Plano’s future planning areas which is also stipulated in the municipalities’ boundary agreement. Therefore, only the properties on the east side of the roadway were designated for future Yorkville annexation. The current 2016 Comprehensive Plan has these areas designated as “Estate/Conservation Residential”. This future land use is intended to provide flexibility for residential design in areas of Yorkville that can accommodate low-density detached single-family housing, but also include sensitive environmental and scenic features that should be retained and enhanced. It is very similar to the County’s “Rural Residential” land use designation. The committee requested that Yorkville consider changing their future land use designations in the area to align with the County’s plans. This information was provided to the elected officials in the summer of 2021.

Since then, the committee has been contacting property owners in the area which are currently designated for “Rural Residential” land uses on the existing Kendall County Future Land Use Map (shown above) to see if they wanted to have their properties changed to the Mixed Use Business category. Contacting the owners is an essential step in any long-term planning process as it will have an effect on the properties’ future development potential.

After reaching out to many of the property owners in the area, a majority wanted to remain within the “Rural Residential” designation. There was a single property owner who was interested in converting three (3) of their parcels from “Rural Residential” to “Mixed Use Business” (shown above). This request has been reviewed by the Kendall County Regional Plan Commission, the Kendall County Zoning Board of Appeal, and Kendall County board. The proposed amendment was approved by the board at the May 17, 2022 meeting.



### **Staff Comments**

Staff has reviewed the materials and has no objections to the County's Future Land Use Map amendment. The proposed future land use designations are on the west side of Eldamain Road which is outside the City's planning boundary. Also, the conversions of these properties to the County's "Mixed Use Business" designation has little, to no effect, on the City's future planning efforts.

It should be noted that the new bridge and improved roadway may affect potential future land uses in the area. As stated in the attached June 3, 2021 memorandum to the Planning and Zoning Commission, there are many considerations to be contemplated when changing a future land use designation. Staff's recommendation is to reevaluate the potential for different types of future developments in this area when the City begins updating its Comprehensive Plan within the next few years.

Since the proposed map amendment has already been approved through the County, this item is for informational purposes and staff will direct any comments from the Planning and Zoning Commission to the County.

### **Attachments**

1. Petition 22-09 with attachments
2. Yorkville Future Land Use Map
3. Planning and Zoning Commission Memorandum - June 3, 2021



# Memorandum

To: Planning and Zoning Commission  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti J. Barksdale-Noble, Community Development Director  
Date: June 3, 2021  
Subject: Comprehensive Plan – Future Land Use Review

## **Summary**

On March 24, 2021, Community Development staff attended a meeting upon request of the Kendall County Comprehensive Land Plan and Ordinance Committee to discuss future land use plans for the area south of the river along Highpoint Road. The long-planned road extension and expansion received partial funding last year and is considered under “Initial Construction” per the Illinois Department of Transportation (IDOT).

To view a map of the project, click the link below.

<https://www.gettingaroundillinois.com/MapView/?config=ANNconfig.json>.

The road creates the southern planning boundary between Yorkville on the east side and Plano on the west side. Similar to the roadway improvements on North Eldamain Road, this new thoroughfare and access across the river may change the potential long-term land uses in and around the area. The committee requested that staff discuss the idea of reviewing the proposed future land uses outlined in the City’s Comprehensive Plan with City officials to consider possible revisions to the plan.



## **Kendall County Comprehensive Land Plan and Ordinance Committee Meeting**

The meeting held in March was attended by members of the committee, County staff, Yorkville staff, and representatives from Plano and Millbrook. There was a broad discussion about what the County’s future land use plan has designated for the unincorporated areas along the future South Eldamain Road. Currently, per their Land Resource Management Plan’s Future Land Use Map (attached) the western side of the road is currently designated as mixed-use business while the eastern portions which are not within Yorkville’s boundary are designated for Rural Residential. The members of the committee considered designating all of this area for mixed-used business. They then asked municipal representatives what their plans for this area currently are and if they would be open to discuss changes to align with Kendall County’s plans.

As seen in the image above, the entire eastern edge of the road is a light shade of green which designates this area for Estate/Conservation Residential Land Use. This future land use is intended to provide flexibility for residential design in areas of Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The most typical form of development within this land use will be detached single family homes on large lots. The properties to the west of the road are outside the City’s planning boundary as Eldamain Road is the border of an existing boundary agreement with Plano. Therefore, the City does not have a future land use for this area.



Staff stated that the request to review the City's future land use map would be brought to the attention of elected officials. The extension of Eldamain Road across the river and its connection to Route 71 will definitely have an impact and future development in the area. Before amending the Comprehensive Plan, there are many factors to consider as outlined below.

### **Considerations**

The County is seeking to expand the mixed-use business designation on their future land use map and have requested that Yorkville evaluate their future land use map to better coincide with the County's plan. While strategizing regionally is a solid planning principle, there are many factors to consider when making the decision to reevaluate the City's Comprehensive Plan's Future Land Use Map.

### **Current Projections**

The current designated future land use as Estate/Conservation Residential was provided as this area is currently outside of the City's boundary and far from the planning the other developed parts of town. The 2016 plan focused on development and improvement of Yorkville's core and existing unfinished developments from the 2008 recession. The properties east of Highpoint Road are on the edge of the City's planning boundary and were designated this way as development of this area was unlikely when the plan was created. Considerations need to be made on determining whether the Eldamain Road extension will change the possibility of development in this area being located far from the City's current developments.

### **Scope of the Plan**

The 2016 Comprehensive Plan has a general planning horizon of 10 years. When developing a Comprehensive Plan, all existing conditions, imminent projects, and future projections are all considered during the drafting of the plan. Making projections past this 10-year horizon is difficult as certain local, regional, and national events can impact the projection. Some examples include funding for a new road, an economic recession, or global pandemic.

Community Development staff have scheduled for a new or updated plan to be drafted by 2026. This project would require extensive research into the existing conditions and focus on changes from the 2016 plan. Similar to the previous plan, an update or new plan will require assistance from a consultant and would most likely be a two-year process. Which means the evaluating of current conditions of the area could start between 2023-2024. With a potential update occurring in the next few years along with the length of time it will take to have the roadway built, it might be best to consider waiting until a full update of the plan is complete.

### **Metra Rail Access**

While the extension of Eldamain Road will definitely impact traffic flows and potential types of development in the area, there are other potential factors that may play into future land uses in this area such as a commuter train station. Metra is currently creating a long-term plan for extended rail service to Montgomery, Oswego, Yorkville, Plano, and Sandwich. Metra has been in contact with staff and officials to determine where a commuter station could be located. At this moment, there are two possible locations including one near Route 47 and the other near Eldamain Road which both intersect the BNSF railway. Both locations could change the type of potential uses in this area. While just a plan for potential future expansion of rail service, this needs to be taken into consideration when drafting future plans for the City as well.

### **Utility Access**

Any major development whether it is residential, commercial, or industrial will need utilities provided to them. Currently, this area has no major water or sanitary facilities in the area with the closest being at the Route 71 and Route 47 intersection. Development of this area will depend on a developer or business installing and paying for utilities to be brought to these properties. Again, this needs to be considered when determining the future land use of an area due to its likelihood for future growth within the plans horizon.

### Guide for Development

It should always be noted that while a Comprehensive Plan is a necessary tool for proper growth and implementing a vision for the community, it is still a guiding document that is not codified. As has happened in the past, certain developments may be better suited in some areas even though the future land use map illustrates a different designated use. Things change and a written long-term document cannot predict certain events or developments. It is up to committee members and elected officials to determine if a proposed project meets the vision of the community and whether the designation on the future land use map is justified at the time. Therefore, the Estate/Conservation Residential land use is not set in stone and does not hinder development of potential future projects.

### Potential Other Land Uses

In conjunction with the other considerations in the memorandum, the County has expressed interest into expanding their mixed-use business land use designation but there may be better and more likely future land uses in the area. The development of a large mixed-use business area is enticing as it would provide jobs and tax revenue for the City, it does not necessarily mean this area is not better utilized for another land use. With all the other forces in play as listed above, considerations into all types of land uses should be considered.

### Economic Development Committee

This item was brought forth for review at the May 4, 2021 Economic Development Committee Meeting. The committee stated it would discuss the request at a City Council level on June 8, 2021 as it wanted input from all members of the Council. At the time of this PZC meeting, the item will have been discussed by City Council and staff will relay their comments to this committee.

### Staff Comments/Next Steps

Staff is seeking input from the Planning and Zoning Commission on the request from the Kendall County Comprehensive Land Plan and Ordinance Committee. Staff is seeking input and feedback from the committee to provide to the County.

### Attachments

1. Yorkville's Future Land Use Map
2. Kendall County Land Resource Management Plan Map
3. Yorkville and Kendall County Future Land Use Comparison Map



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2022-10 & EDC 2022-28

### Agenda Item Summary Memo

**Title:** PZC 2022-10 Microbrewery, Brewpub, Microwinery Text Amendment

**Meeting and Date:** City Council – June 14, 2022

**Synopsis:** Proposed changes to the zoning ordinance regarding the definition of Microbrewery Brewpub, and Microwinery as well as their designated permitted districts

#### Council Action Previously Taken:

Date of Action: EDC – 05/11/22 Action Taken: A Public Hearing was held.

Item Number: PZC 2022-10 & EDC 2022-28

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Jason Engberg, AICP Community Development  
Name Department

#### Agenda Item Notes:

See attached memorandum.



# Memorandum

To: Economic Development Committee  
From: Jason Engberg, Senior Planner  
CC: Bart Olson, City Administrator  
Krysti J. Barksdale-Noble, Community Development Director  
Date: April 26, 2022  
Subject: **PZC 2022-10 Microbrewery/Brewpub/Microwinery  
(Text Amendment)**

## Summary

The City has recently received interest from a business owner to open a microwinery within an existing building in the downtown. In April, the City amended Title 3 of the municipal code regarding liquor license classes to add microwinery/winery to the existing brewpub/microbrewery class to help accommodate the new business. In addition, the maximum allowable amount of wine which may be produced within a year was set to 50,000 gallons which coincides with the current state statute.

The City's zoning ordinance defines the uses of microbrewery/brewpub and microwinery separately and regulates which districts each may be located. Staff is recommending a text amendment to Chapter 2 and Chapter 6 of the code. The proposed changes will assist in clarifying each use and will better align the zoning ordinance with the liquor license code. Additionally, these amendments will ensure that the zoning regulations will match the state statute regarding production of alcohol for these land uses.

## Liquor License Background

Yorkville was approached by the owner of Fox Den Meadery to open a microwinery in downtown Yorkville. As the City's Clerks Office staff worked with the petitioner on determining the potential required liquor license, they realized there was not a class category for "microwinery" or "winery" defined within the Liquor Control regulations of the City Code. However, the City does have an existing class for microbrewery/brewpub, but it only addresses the brewing of beer. To streamline the classes, the Clerk's Office proposed an amendment to the liquor license regulations to add microwinery and winery to this existing class. As part of that amendment, the requirement to be ancillary to a restaurant was removed, and the maximum amount of wine allowed to be produced in a year was established at 50,000 gallons per year. The City chose the latter regulation to mirror the current state statute<sup>1</sup> for the maximum amount of alcohol to be produced. The entire adopted regulation can be seen below:

### **3-3-4(A)(4) Classes of Licenses:**

M - Microbrewery/brewpub/micro-winery/winery. A microbrewery/brewpub/micro-winery/winery license authorizes the manufacture, only at the designated licensed premises, less than one hundred fifty-five thousand (155,000) gallons of beer or fifty thousand (50,000) gallons of wine per year for sale on the premises for either on-premises or off-premises consumption. Sales may also be made to importing distributors, distributors, and to non-licensees for use and consumption. Microbrewery/brewpub/micro-winery/winery is also authorized to:

- a) furnish samples of the manufactured/produced wine or beer for consumption on the premises,
- b) sell the manufactured/produced wine or beer by the glass for consumption on the premises,

---

<sup>1</sup> [235 ILCS 5/ Liquor Control Act of 1934 – Article V](#)

- c) sell the manufactured/produced wine or beer in the original corked, capped or sealed and labeled container for consumption on or off the premises, and
- d) permit a patron to remove one unsealed and partially consumed bottle of wine for off-premises consumption. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent onetime use tamperproof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron.

### **Zoning Ordinance Background**

With regards to these types of alcoholic manufacturing and tasting uses, the Yorkville Zoning Ordinance regulates their definitions in Chapter 2 and their permitted locations and special conditions for each in Chapter 6. The Yorkville Zoning Ordinance currently has separate definitions for “Microbrewery or brewpub”, “Microdistillery”, “Microwinery”. These definitions are stated below:

**Microbrewery or brewpub:** A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year. One (1) U.S. barrel is equivalent to thirty-one (31) gallons.

**Microdistillery:** A small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.

**Microwinery:** Combination retail, wholesale and small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves wine for sale on or off-site, and produces no more than one hundred thousand (100,000) gallons per year. The microwinery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the vinous beverages shall be consistent with state law.

All of these uses are permitted in the following districts shown below (extracted from Table 10.06.03):

**Table 10.06.03 – Business Uses - Excerpt**

	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Microbrewery/brewpub, microdistillery and microwinery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P

Section 10-6-1 applies each of these special conditions to the uses in the table:

#### **G. Microbrewery/brewpubs:**

1. Microbreweries/brewpubs, where if off-premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.

2. Microbrewery/brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty-five percent (25%) of the total floor area.

#### **H. Microdistilleries and microwineries:**

1. Outdoor storage of equipment, production waste or product for microdistilleries and microwineries is strictly prohibited when located in a business district. However, outdoor storage of spent grains or grapes may be permitted to be stored outdoors in appropriate silos or containers in the manufacturing districts, provided the storage is screened from public view. Screening may be with fencing, landscaping or a combination of both.
2. All microdistilleries and microwineries are subject to chapter 13, article C, "Performance Standards", of this title with regards to foul odors, fire and explosive hazards and smoke.
3. All microdistilleries and microwineries located in business districts must have off-street or rear accessible loading and unloading facilities.
4. Microdistilleries or microwineries located in business districts must include an ancillary tasting room with a minimum of one hundred fifty (150) square feet. Retail sales of the product from a microdistillery or microwinery are permitted on-site and shall be consistent with state and City laws.

#### **Proposed Text Amendment**

Community Development staff is proposing a text amendment to both Chapter 2 and Chapter 6 of the Zoning Ordinance to align the zoning ordinance regulations to current state statute and the City's updated liquor license regulations. Staff is proposing the following changes to the definitions for each land use (redline version of Chapters attached):

**Brewpub:** A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year.

**Microbrewery/Microwinery:** A combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on or off-site. A microbrewery shall produce no more than one hundred fifty-five thousand (155,000) gallons of beer per year and a microwinery shall produce no more than fifty thousand (50,000) gallons of wine per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.

**Microdistillery:** A small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.

The above amendments create a separate definition for a brewpub while combining the microbrewery/microwinery definitions. The microdistillery definition has remained unchanged. This is being proposed to align the zoning ordinance land uses with the new amendments within the liquor license code. Since the amended liquor code removed the requirement for microbreweries and microwineries to be part of a restaurant use, the zoning code definitions now reflect that change. However, a brewpub is the

only use which still requires a restaurant component to the business. This was done since the business model of a brewpub is to provide food and beverage service, including onsite produced beer. Additionally, the total maximum amount of wine produced in a year for a “microwinery” has been reduced to 50,000 gallons to meet the previously mentioned state statute.

Chapter 6 of the Zoning Ordinance is being amended to reflect the changes made to each definition. Staff is proposing to change the existing 10.06.03 Business Uses Table to the following:

**Table 10.06.03 – Business Uses – Proposed Amendment**

	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Brewpub <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Microbrewery/microwinery and microdistillery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Microdistillery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P

Now, each of the defined uses has its own line on the land use table. This helps align the zoning ordinance with the liquor code, as well as provide flexibility if one of these uses is amended in the future

Finally, to correspond with the new definitions and land use table, the following special conditions have been reformatted in Section 10-6-1 of the code:

**G. Brewpub:** Brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty-five percent (25%) of the total floor area. If off-premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.

**H. Microbreweries/microwineries and microdistilleries:**

1. Microbreweries where if off-premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.
2. Outdoor storage of equipment, production waste or product for microdistilleries and microwineries is strictly prohibited when located in a business district. However, outdoor storage of spent grains or grapes may be permitted to be stored outdoors in appropriate silos or containers in the manufacturing districts, provided the storage is screened from public view. Screening may be with fencing, landscaping or a combination of both.
3. All microdistilleries and microwineries are subject to chapter 13, article C, "Performance Standards", of this title with regards to foul odors, fire and explosive hazards and smoke.
4. All microdistilleries and microwineries located in business districts must have off-street or rear accessible loading and unloading facilities.
5. Microdistilleries or microwineries located in business districts must include an ancillary tasting room with a minimum of one hundred fifty (150) square feet. Retail sales of the product from a microdistillery or microwinery are permitted on-site and shall be consistent with state and City laws.

### **Staff Comments**

The original definitions and permitted district regulations for a microbrewery and brewpub was established in 2010. In 2015, the City approved a text amendment to add microwinery and microdistillery to its definitions and land uses as well as update special regulations for each. At that time, the City chose to keep microbreweries and brewpubs as a single land use which required each to be part of a restaurant use. As evident of the recent change to the liquor license code, **staff is recommending** the removal of this requirement from microbrewery uses. Brewpub uses will still require a restaurant use to be part of the business. Staff is seeking comments from the Economic Development Committee on these amendments and will be available to answer any questions on Tuesday night.

Staff will be conducting a public hearing before the Planning and Zoning Commission on the proposed text amendments to the Zoning Ordinance at the May 11, 2022 meeting.

### **Attachments**

1. Public Hearing Notice
2. Section 10-2-3 Definitions (redline)
3. Section 10-6-0 Uses Tables (redline)
4. Section 10-6-1 Special Conditions (redline)



**PUBLIC NOTICE OF A HEARING BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2022-10**

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to Section 10-2: "Rules and Definitions" and Section 10-6: "Permitted and Special Uses" within the United City of Yorkville Zoning Ordinance. The amendment proposes to amend the definitions of microbrewery, brewpub, and microwinery to provide consistency with current State statutes and the City's liquor license regulations. Additionally, the land use designation table and special conditions in Section 10-6 of the Yorkville Zoning Ordinance will also be amended to reflect the proposed definitions.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a meeting on said amendments on **Wednesday, May 11, 2022 at 7:00 p.m.** at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

Jori Behland  
City Clerk

---

### 10-2-3: Definitions:

The following words and terms, wherever they occur in this title, shall be interpreted as herein defined:

*Abutting:* To have a common property line or zoning district.

*Accessory building or use:* One which:

- A. Is subordinate to and serves a principal building or principal use.
- B. Is subordinate in area, extent or purpose to the principal building or principal use served.
- C. Contributes to the comfort, convenience or necessity of occupants of the principal building or principal use served.
- D. Is located on the same lot and in the same zoning district as the principal use.

*Acre:* A measure of land containing forty-three thousand five hundred sixty (43,560) square feet.

*Acreage:* Any tract or parcel of land having an area of one (1) acre or more which has not been subdivided or platted.

*Agricultural sales and service:* A use primarily engaged in sale or rental of farm tools and implements, feed, grain, tack, animal care products, and farm supplies and farm machinery repair services that are accessory to the principal use.

*Agricultural use:* The employment of land for the primary purpose of raising, harvesting, and selling crops, or feeding (including grazing), breeding, managing, selling, or producing livestock, poultry, furbearing animals or honeybees, or by dairying and the sale of dairy products, by any other horticultural, floricultural or viticulture use, by animal husbandry, or by any combination thereof. It also includes the current employment of land for the primary purpose of obtaining a profit by stabling or training equines including, but not limited to, providing riding lessons, training clinics and schooling shows.

*Airport:* Any area of land designated, set aside, used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas and uses such as airport buildings or other airport facilities, including approach zones.

*Alcoholic beverage:* Any beverage that is the product of distillation of fermented liquids, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

*Alley:* A public way, not more than thirty feet (30') wide, which affords only a secondary means of access to abutting property.

*Amphitheater:* A commercial structure with tiers of spectator seating rising around a field or court, intended primarily for use of viewing musical, theatrical, sporting or other similar entertainment events and specifically designed as a place of assembly.

*Amusement park:* A commercially operated facility which may include structures and buildings, with a predominance of outdoor games and activities for entertainment, including motorized rides, water slides, miniature golf, batting cages and similar activities.

*Animal hospital:* Any building, or portion thereof, designed or used for the care, observation or treatment of domestic animals.

*Antique sales:* A building or areas within a building to provide space for the sale of antiques by antique dealers, for items such as clocks, lamps, clothing, rugs, toys, furniture, and similar household goods.

---

**Auction house:** A structure, area, or areas within a building used for the public sale of goods, wares, merchandise, or equipment to the highest bidder.

**Automobile rental:** Leasing or renting of automobiles, motorcycles and light trucks and vans, including incidental parking and servicing of vehicles for rent or lease. This definition excludes commercial truck and trailer rental.

**Automobile repair:** Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair and painting of vehicles including incidental repairs, replacement of parts, and motor service to automobiles. Automobile repair excludes repair to semi-trucks as defined in this section.

**Bakery, retail:** An establishment primarily engaged in the retail sale of baked products. The products may be prepared either on- or off-site.

**Bakery, wholesale:** A bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.

**Bank:** A building for the custody, loan, or exchange of money, for the extension of credit and for facilitating the transmission of funds. This definition includes credit unions, savings and loan facilities, payday loans, personal loan agencies.

**Basement:** That portion of a building that is partly or completely below grade.

**Bed and breakfast inn (B&B):** A private, owner/operator occupied residence with guestrooms, providing overnight accommodations and a morning meal for compensation to transients/travelers. A bed and breakfast inn is operated primarily as a business.

**Billiard parlor:** A business establishment for a principal use as a billiard facility.

**Block:** A tract of land bounded by streets or, in lieu of a street or streets, by public parks, cemeteries, railroad rights-of-way, bulkhead lines or shorelines of waterways or corporate boundary lines of municipalities.

**Boat sales and rental:** A marine retail sales and service use in which boats are rented or sold.

**Boat storage:** A facility where boats are stored including indoor and outdoor. Outdoor facilities shall be enclosed by an opaque fence or wall a minimum six feet (6') in height.

**Bowling alley:** A business establishment with a principal use for the sport of tenpin bowling which may include incidental food services.

**Brewery:** An establishment that engages in the manufacture of beer as such terms are defined in the Liquor Control Act of 1934, as amended, and has obtained a liquor license from the City.

**Brewpub:** A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year. See definition of Microbrewery or brewpub.

**Buffer:** A strip of land, including landscaping, berms, walls, and fences, that is located between land uses of different character and is intended to physically and visually separate one use area from another.

**Buildable area:** The space remaining on a building lot after the minimum yard requirements of this title have been complied with.

**Building:** Any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are not communicating doors, windows or openings; and which is designed or intended for the shelter, enclosure or protection of persons, animals or chattels.

Formatted: Highlight

---

**Building, completely enclosed:** A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.

**Building, detached:** A building surrounded by open space on the same zoning lot.

**Building height:** The vertical distance measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and the ridge of a gable, hip or gambrel roof; provided, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished lot grade at the front of the building. (See section 10-2-4 of this chapter for diagram.)

**Building Inspector:** The designated City official responsible for inspecting buildings within the City.

**Building line:** A line or lines, including the building setback line, on the horizontal surface of a lot, parallel to the front, side and rear lot lines, and located at a distance prescribed by the yard regulations of this title beyond which no portion of a building may extend except as provided by this title. (See section 10-2-4 of this chapter for diagram.)

**Building, material sales:** Establishments or places of business primarily engaged in retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures.

**Building, nonconforming:** Any building which does not conform to the regulations of this title prescribing the use, required yards, lot coverage, height and setbacks, minimum required spacing between buildings on a single lot, and minimum required usable open space for the district in which such building is located.

**Building, principal:** A nonaccessory building in which the principal use of the zoning lot on which it is located is conducted.

**Building setback line:** A line parallel to the street line of a distance from it, regulated by the front yard requirements set up in this title. (See section 10-2-4 of this chapter for diagram.)

**Building, temporary:** Any building not designed to be permanently located in the place where it is, or where it is intended to be placed or affixed.

**Bulk:** The term used to describe the size and mutual relationships of buildings and other structures, as to size, height, coverage, shape, location of exterior walls in relation to lot lines, to the centerlines of the streets, to other walls of the same buildings, and to other buildings or structures, and to all open spaces relating to the building or structure.

**Business:** Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or which occupies time, attention, labor and materials, or where services are offered for compensation.

**Campground:** Any area that is occupied or intended or designed or improved for occupancy by transients using recreational vehicles, travel trailers, and/or tents.

**Car wash:** A building or portion thereof containing facilities for washing more than two (2) motor vehicles, using production line methods. The use of personnel for one (1) or more phases of this operation in conjunction with or without complete automatic or mechanical devices does not alter its classification. Coin-operated devices operated on a self-service basis shall be construed to be the same.

**Carport:** An automobile shelter with two (2) or more sides open.

**Cemetery:** Land used or dedicated to the interment of human or animal remains or cremated remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities. Mortuaries shall be included when operating within the boundary of such cemetery.

**City:** The United City of Yorkville or the City of Yorkville.

---

*City council:* The City Council of the City of Yorkville.

*Club or lodge, private:* A for profit or nonprofit association of persons who are bona fide members paying annual dues which owns, hires or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. It shall be permissible to serve food and meals on such premises provided that adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests shall be allowed in conjunction with the operation of a dining room for the purpose of serving food and meals, though such beverages may be served in a separate room or rooms, and provided that such sale of alcoholic beverages is in compliance with the applicable local, federal and state laws, and county ordinances. (See title 3, chapter 3 of this Code.)

*College:* A private or public college or technical institution which provides full-time or part-time education beyond high school that grants Associate, Baccalaureate, or higher degrees.

*Commercial feeding:* A land use or facility used for the confined feeding operation for fish, poultry, swine or livestock.

*Commercial school, trade school:* A school established to provide for the teaching of industrial, clerical, managerial, artistic skills or alternative education. This definition applies to schools that are owned and operated privately for profit or not for profit. Such schools may not contain an auditorium, gymnasium, or any other sort of recreational facilities.

*Community center:* A building or structure used as a place of meeting, recreation or social activity, generally open to the public and designed to accommodate and serve significant segments of the community.

*Conforming building or structure:* A building or structure which:

- A. Complies with all the regulations of this title or of any amendment hereto governing bulk of the district in which said building or structure is located; and
- B. Is designed or intended for a permitted or special use as allowed in the district in which it is located.

*Contractor facility:* A facility where a construction contractor maintains its principal office or a permanent business office including outdoor storage incidental to the business and enclosed with an opaque fence or wall a minimum of six feet (6') in height.

*Contractor offices:* A building used for conducting contracting business that does not use any exterior storage area.

*Court:* An open unoccupied space, other than a yard, on the same lot with a building or group of buildings and which is bounded on two (2) or more sides by such building or buildings.

*Cultivation center:* A facility registered by the Department of Agriculture to perform activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis in compliance with the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.

*Curb level:* The level of the established curb in front of the building measured at the center of such front. Where a building faces on more than one (1) street, the "curb level" shall be the average of the levels of the curbs at the center of the front of each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the "curb level".

*Dance hall:* A place of assembly, open to the public and operated for profit, where dances, parties, receptions and other gatherings are held.

*Datum point:* Any reference point of known or assumed coordinates from which calculation or measurements may be taken.

---

*Daycare facility:* Any childcare facility licensed by the State Department of Children and Family Services (DCFS) which regularly provides daycare for less than twenty-four (24) hours per day for more than three (3) children under the age of twelve (12) in a facility other than a family home, 225 ILCS 10/2.09.

*Daycare facility, adult:* Any facility, public or private, regulated by the State of Illinois in accordance with the Older Adult Services Act which provides care for less than twenty-four (24) hours per day for older adults (seniors) such as nutritious meals, planned program of activities, and social and health related services.

*Daycare facility, part day:* Any facility licensed by the State Department of Children and Family Services (DCFS) and which is conducted by a church, religious organization or social service agency in which individual children are provided care, on an intermittent basis, for up to ten (10) hours per seven (7) day week. Any facility which provides intermittent care for up to ten (10) hours per seven (7) day week shall not provide such care for more than eight (8) hours in any given day during the seven (7) day week. Any facility which provides intermittent care for up to ten (10) hours per seven (7) day week shall provide at least one (1) caregiver per twenty (20) children, 225 ILCS 10/2.10.

*Daycare home, group:* Any in home childcare service licensed by the State Department of Children and Family Services (DCFS) which regularly provides care for less than twenty-four (24) hours per day for more than three (3) and up to a maximum of sixteen (16) children under the age of twelve (12) in a family home. The number of children allowed includes the family's natural or adopted children and all other persons under the age of twelve (12), 225 ILCS 10/2.20.

*Daycare, in home:* Any in home childcare service licensed by the State Department of Children and Family Services (DCFS) which regularly provides care for less than twenty-four (24) hours per day for more than three (3) and up to a maximum of twelve (12) children under the age of twelve (12) in a family home. The term does not include facilities which receive only children from a single household, 225 ILCS 10/2.09.

*Decibel (dB):* A unit of measurement of the intensity (loudness) of sound. Sound level meters which are employed to measure the intensity of sound are calibrated in "decibels".

*Density, gross:* A ratio of the total number of dwelling units on a site, divided by the total acreage of the site, to include streets, schools, parks, etc., expressed as dwelling units per acre.

*Density, net:* A ratio of the total number of dwelling units on a site, divided by the number of acres used exclusively for a residential type acreage not to include schools, parks, streets, etc., expressed as dwelling units per acre.

*Department store:* A retail business which is conducted under a single owner's name wherein a variety of unrelated merchandise and services are housed enclosed and are exhibited and sold directly to the consumer for whom the goods and services are furnished.

*Displacement (Earth):* The amplitude or intensity of an earthborn vibration measured in inches. The displacement or amplitude is one-half (½) the total earth movement.

*District:* A section or part of the unincorporated portion of the City for which the use regulations are uniform.

*Drive-through service establishment:* A business or establishment which provides all or some of its services through a building opening or window to its patrons who remain in their vehicles.

*Driveway:* A paved or unpaved private roadway providing vehicular access between the right-of-way of the street and a parking space, garage, dwelling or other structure.

*Dry cleaning establishment:* An establishment or business maintained for the pick up and delivery of dry cleaning and/or laundry without the operation of any laundry or dry cleaning equipment or machinery on the premises.

*Dry cleaning plant:* A building, or portion of a building or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in



---

cleaning solvents including, but not limited to, nonflammable solvents and/or class I and above combustible liquid solvents.

*Dwelling:* A building or portion thereof, but not including a house trailer or mobile home, designed or used exclusively for residential occupancy, including single-family dwelling units, duplex dwelling units, townhomes and multiple-family dwelling units, but not including hotels, motels, boarding or lodging houses.

*Dwelling, duplex:* A building designed or altered to provide dwelling units for occupancy by two (2) families within a single structure on separate lots, each of which has independent living quarters with direct access to the outside.

*Dwelling, group:* A group of two (2) or more single-family, duplex, townhome and/or multiple-family dwellings occupying a parcel of land under a single ownership and having a yard or court in common, excluding hotels and motels.

*Dwelling, multiple-family:* A building or portion thereof, designed or altered for occupancy by two (2) or more families living independently of each other within a single or attached structure on one (1) lot, which may or may not share common entrances or other spaces and includes apartments, group homes, and condominiums.

*Dwelling, single-family:* A dwelling unit designed exclusively for use and occupancy by one (1) family which is detached from any other dwelling unit and surrounded on all sides by open space on the same lot.

*Dwelling, townhouse:* A single-family dwelling unit constructed in a group of three (3) or more attached units on separate lots in which each unit extends from foundation to roof and with a yard or public way on at least two (2) sides.

*Dwelling unit:* A single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Easement:* A grant by a property owner for the use of a parcel of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

*Efficiency unit:* A dwelling unit consisting of one (1) principal room, exclusive of bathroom, kitchen, hallway, closets or dining alcove, directly off the principal room.

*Equivalent opacity:* The shade on the Ringelmann Chart that most closely corresponds to the density of smoke, other than black or gray.

*Erect:* The act of placing or affixing a component of a structure upon the ground or upon another such component.

*Establishment, business:* A separate place of business having the following three (3) characteristics:

- A. The ownership and management of all operations conducted within such establishment is separate and distinct from the ownership and management of operations conducted within other establishments on the same or adjacent zoning lots.
- B. Direct public access to such "business establishment" is separate and distinct from direct access to any other "business establishment".
- C. There is no direct public access from within such establishment to any other such establishment.

When adjacent places of business lack any one (1) of the aforesaid characteristics with respect to one another, they shall then be considered as a single "business establishment" for the purpose of this title.

*Family:* One (1) or more persons related by blood, marriage or adoption, or a group of not more than five (5) persons (excluding servants) who need not be related by blood, marriage or adoption, living together and maintaining a common household.

---

*Fence:* A structure, including gates, or tree or shrub hedge which is a barrier and used as a boundary or means of protection or confinement.

*Fence, open:* A fence which has over its entirety at least fifty percent (50%) of the surface area in open space as viewed at right angles from the fence; except, that the required open space in louver type fences may be viewed from any angle.

*Fence, solid:* A fence which conceals from view, from adjoining properties, streets or alleys, activities conducted behind it.

*Floor area, gross* (for determining floor area ratio): The sum of the gross horizontal areas of the several floors, including also the basement floor of a building, measured from the exterior faces of the exterior walls or from the centerlines of walls separating two (2) buildings. The "floor area" shall also include the horizontal areas on each floor devoted to:

- A. Elevator shafts and stairwells.
- B. Mechanical equipment, except if located on the roof, when either open or enclosed, i.e., bulkheads, water tanks and cooling towers.
- C. Habitable attic space as permitted by the building code.
- D. Interior balconies and mezzanines.
- E. Enclosed porches.
- F. Accessory uses.

The "floor area" of structures used for bulk storage of materials, i.e., grain elevators and petroleum tanks, shall also be included in the "floor area" and such "floor area" shall be determined on the basis of the height of such structures with one (1) floor for each ten feet (10') of structure height and if such structure measures less than ten feet (10') but not less than five feet (5') over such floor height intervals, it shall be construed to have an additional floor. The horizontal area in each floor of a building devoted to off-street parking and off-street loading facilities shall not be included in the "floor area".

"Floor area" when prescribed as the basis of measurement for off-street parking spaces and off-street loading spaces for any use shall be the sum of the gross horizontal area of the several floors of the building, excluding areas used for accessory off-street parking facilities and the horizontal areas to the basement floors that are devoted exclusively to uses accessory to the operation of the entire building. All horizontal dimensions shall be taken from the exterior of the walls.

*Floor area, livable:* Any floor area within outside walls of a residential building exclusive of areas in basements, lookout basements, unfinished attics, garages, open porches and accessory buildings, but including any area "roughed in" but not completed which is designed and intended for human occupancy.

*Floor area ratio:* The numerical value obtained by dividing the floor area within a building or buildings on a lot by the area of such lot. The floor area ratio as designated for each district when multiplied by the lot area in square feet shall determine the maximum permissible floor area for the building or buildings on the lot. (See section 10-2-4 of this chapter for diagram.)

*Foot-candle:* A unit of illumination, equivalent to the illumination at all points which are one foot (1') distant from a uniform point source of one (1) candlepower.

*Foot-lambert:* A unit of brightness, usually of a reflecting surface. A diffusion surface of uniform brightness reflecting or emitting the equivalent of the light from one (1) candle at one foot (1') distant over one (1) square foot has a brightness of one (1) foot-lambert.

*Frequency:* The number of oscillations per second in a sound wave, measuring the pitch of the resulting sound.

---

*Garage, bus:* Any building used or intended to be used for the storage of three (3) or more passenger motor buses or motor coaches used in public transportation, excluding school buses.

*Garage, private:* An accessory building or an accessory portion of the principal building which is intended for and used to store the private passenger vehicles of the family or families resident upon the premises, and in which no business, service or industry connected directly or indirectly with automotive vehicles is carried on; provided, that not more than one-half (½) of the space may be rented for the private vehicles of persons not resident on the premises; except, that all the space in a garage of one (1) or two (2) car capacity may be so rented. Such a garage shall not be used for more than one (1) commercial vehicle and the load capacity of such vehicle shall not exceed five (5) tons.

*Gasoline service station:* A place where gasoline, stored only in underground tanks, kerosene, lubricating oil or grease, for operation of automobiles, are offered for sale directly to the public on the premises, and including minor accessories and the services of automobiles, mechanical or manual washing of automobiles, but not including major automobile repairs. Gasoline service stations shall not include sale or storage of automobiles or trailers (new or used).

*Golf course:* A facility providing a private or public golf recreation area designed for regulation play along with accessory golf support facilities including golf related retail sales, restaurant, golf driving range but excluding miniature golf.

*Golf driving range:* An area equipped with distance markers, clubs, balls and tees for practicing golf drives and putting which may include incidental retail sales and food services, but excludes miniature golf.

*Grade:* The established grade of the street or sidewalk. Where no such grade has been established, the grade shall be the elevation of the sidewalk at the property line. Where no sidewalks exist, the grade shall be the average elevation of the street adjacent to the property line. Except in cases of unusual topographic conditions, as determined by the Director of Public Works, grade shall be the average elevation of the finished surface of the ground adjoining the exterior walls of a building at the base of a structure based upon any technical advice that the Director of Public Works deems necessary.

*Grocery store:* Stores where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offer other home care and personal care products.

*Group home:* A single-family dwelling housing not more than eight (8) service dependent or developmentally disabled people living with professional care staff.

*Guest, permanent:* A person who occupies or has the right to occupy a lodging house, rooming house, boarding house, hotel, apartment hotel or motel accommodation as his domicile and place of permanent residence.

*Health and fitness club/center:* A facility which provides for individual or group exercise activities. Programs may include, but are not limited to aerobics, calisthenics, weight training, running, swimming, court games, studio lessons and all types of instructional classes related to physical fitness. Health and fitness clubs/centers may offer a variety of recreational and fitness amenities such as weightlifting machines, free weights, swimming pools, gymnasiums, studios, sport courts, shower and changing areas and may include incidental uses such as childcare facilities, food services, saunas, and pro shops oriented towards customers during their use of the club/center.

*Home occupation:* An accessory use of a residential dwelling unit which complies with the requirements of section 10-3-9 of this title.

*Hospital:* An institution devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care, for not less than twenty-four (24) hours in any week, of three (3) or more nonrelated individuals suffering from illness, disease, injury, deformity or other abnormal physical conditions. The term "hospital", as used in this title, does not apply to institutions operating solely for the treatment of mentally ill or chemically

---

dependent persons, or other types of cases necessitating restraint of patients, and the term "hospital" shall not be used for convalescent, nursing, shelter or boarding homes.

*Hotel, motel, or inn:* An establishment containing lodging accommodations designed for use by transients, or travelers, or temporary guests. Facilities provided may include maid service, laundering of linen used on the premises, telephone and secretarial or desk service, restaurants, cocktail lounges, meeting rooms and ancillary retail uses, provided access to such uses are from the exterior of the principal use.

*Householder:* The occupant of a dwelling unit who is either the owner or lessee thereof.

*Impact noise:* A short duration sound such as those from a forging hammer or punch press.

*Incombustible:* A material which will not ignite nor actively support combustion during an exposure for five (5) minutes to a temperature of one thousand two hundred degrees Fahrenheit (1,200°F).

*Kennel, commercial:* Any lot or premises or portion thereof on which more than four (4) dogs, cats and other household domestic animals, over four (4) months of age, are kept for sale, or on which more than two (2) such animals are boarded for compensation.

*Laboratory, commercial:* A place devoted to experimental study such as testing and analyzing. Manufacturing assembly or packaging of products is not included within this definition.

*Land banking:* Land that is part of a single lot or development that is set aside or reserved for a later approved use or development.

*Laundry:* A business that provides coin-operated, self-service type washing, drying, dry cleaning and ironing facilities; provided that:

- A. Not more than four (4) persons, including owners, are employed on the premises; and
- B. No pick up or delivery service is maintained.

*Library:* A public facility for the use, but not sale, of literary, musical, artistic, or reference materials.

*Loading and unloading space, off-street:* An open, hard surfaced area of land other than a street or public way, the principal use of which is for the standing, loading and unloading of motor vehicles, tractors and trailers to avoid undue interference with public streets and alleys. Such space shall not be less than ten feet in width, twenty-five feet in length and fourteen feet in height (10' x 25' x 14'), exclusive of access aisles and maneuvering space.

*Lookout basement:* A story having more than one-half (½) of its height below the curb level or below the highest level of the adjoining ground. A lookout basement shall not be counted as a story for the purposes of height measurement.

*Lot:* A parcel of land legally described as a distinct portion or piece of land of record. (See section 10-2-4 of this chapter for diagram of lot types.)

*Lot area:* The area of a horizontal plane bounded by the front, side and rear lot lines.

*Lot, corner:* A lot situated at the junction of and abutting on two (2) or more intersecting streets; or a lot at the point of deflection in alignment of a single street, the interior angle of which is one hundred thirty-five degrees (135°) or less. (See section 10-2-4 of this chapter for diagram.)

*Lot coverage:* The area of a zoning lot occupied by the principal building or buildings, accessory buildings and all other impervious areas such as driveways, roads, sidewalks, parking lots and structures, and any area of concrete asphalt.

*Lot depth:* The mean horizontal distance between the front and rear lot lines of a lot measured within the lot boundaries.

---

*Lot, flag:* A lot not fronting or abutting a public roadway and where access to the public roadway is limited to a narrow driveway or strip of land between abutting lots, thereby not meeting the minimum lot frontage requirements. (See section 10-2-4 of this chapter for diagram.)

*Lot frontage:* The front of a lot shall be that boundary of a lot along a public or private street; for a corner lot, the front shall be the narrowest side of the lot fronting upon a street; provided that the owner may orient the building toward either street but once frontage is established it shall be maintained.

*Lot, interior:* A lot other than a corner lot or reversed corner lot. (See section 10-2-4 of this chapter for diagram.)

*Lot line:* A property boundary line of any lot held in single or separate ownership; except, that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the street or alley line.

*Lot line, front:* A lot line which abuts a street shall be the front lot line. For corner lots, the narrowest side of the lot fronting upon a street shall be considered the front of the lot; provided that the owner may orient the building toward either street but once frontage is established it shall be maintained.

*Lot line, interior:* A side lot line common with another lot.

*Lot line, rear:* The rear lot line is the lot line or lot lines most nearly parallel to and more remote from the front lot line.

*Lot line, side:* Lot lines other than front or rear lot lines are side lot lines.

*Lot of record:* A lot which is a part of a subdivision or a parcel of land described by deed and where both the map and the deed were recorded in the Office of the County Recorder.

*Lot, reversed corner:* A corner lot, the rear of which abuts upon the side of another lot, whether across an alley or not. (See section 10-2-4 of this chapter for diagram.)

*Lot, through:* A lot having frontage on two (2) parallel or approximately parallel streets, and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines. (See section 10-2-4 of this chapter for diagram.)

*Lot width:* The mean horizontal distance between the side lot lines measured within the lot boundaries, or the minimum distance between the side lot lines within the buildable area.

*Lot, zoning:* A plot of ground made up of one (1) or more contiguous parcels which are under single ownership and may be occupied by a use, building or buildings, including the yards and open spaces required by this title.

*Manufacturer, firearms and ammunition:* Any person or entity in: a) the business of transporting, shipping and receiving firearms and ammunition for the purpose of sale or distribution, b) selling firearms at wholesale or retail, c) repairing firearms or making or fitting special barrels, stocks or trigger mechanisms to firearms and operating under the provisions of the applicable local, state and federal licenses.

*Manufacturing establishment:* An establishment, the principal use of which is manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products.

*Marina:* A facility for secure mooring of boats, including facilities for storage and repair of boats and sale of boating supplies and fuel.

*Massage establishment:* Any establishment having a source of income or compensation derived from the practice of "massage" as defined in section 10 of the Massage Licensing Act, 225 ILCS 57/10 and which has a fixed place of business where any person, firm, association or corporation engages in or carries on any of the activities defined in title 3, chapter 9, "Massage Establishments", of this Code.

*Medical cannabis dispensing organization:* A facility operated by an organization or business that is registered by the Department of Financial and Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualified patients in compliance with the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq.

*Medical clinic:* An establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians or dentists and their professional associates, practicing medicine together.

*Microbrewery or brewpub/Microwinery:* A combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on or off-site. A microbrewery shall produce no more than one hundred fifty-five thousand (155,000) gallons of beer per year and a microwinery shall produce no more than fifty thousand (50,000) gallons of wine per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law. A restaurant brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year. One (1) U.S. barrel is equivalent to thirty-one (31) gallons.

Formatted: Highlight

*Microdistillery:* A small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves alcoholic spirits on and off the premises and produces no more than fifteen thousand (15,000) gallons per calendar year on-site. The microdistillery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the alcoholic beverages shall be consistent with state law.

*Microwinery:* Combination retail, wholesale and small scale artisan manufacturing business that blends, ferments, processes, packages, distributes and serves wine for sale on or off-site, and produces no more than one hundred thousand (100,000) gallons per year. The microwinery facility may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the vinous beverages shall be consistent with state law.

Formatted: Highlight

*Miniature golf course:* A novelty version of golf played with a putter and golf ball on a miniature course, typically theme oriented with artificial playing surfaces and including obstacles such as bridges and tunnels.

*Mobile home:* A manufactured home structure transportable in one (1) or more sections, which in the traveling mode is eight (8) body feet or more in width and forty (40) body feet or more in length or when erected on-site is three hundred twenty (320) square feet or more and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems that may be contained therein; except that such term shall include any structure that meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary (HUD) and complies with the standards established under this title. For manufactured homes built prior to June 15, 1976, a label certifying compliance to the standard for mobile homes, NFPA 501, in effect at the time of manufacture is required.

*Mobile home park:* A lot, parcel or tract of land developed with facilities for accommodating two (2) or more mobile homes, provided each mobile home contains a kitchen, flush toilet and shower or bath; and such park shall be for use only by nontransient dwellers remaining continuously for more than one (1) month, whether or not a charge is made. It shall not include a sales lot in which automobiles or unoccupied mobile homes or other trailers are parked for the purpose of inspection or sale, except mobile homes located on a site in the mobile home park which are occupied or vacant for not more than ninety (90) days after occupancy may be sold or offered for sale.

*Modular construction:* A structure not built on-site, but which is placed on a permanent foundation and meets building code requirements.

Created: 2022-01-07 11:53:22 [EST]

---

***Motels, motor lodges, tourist courts:*** A group of attached or detached buildings containing individual sleeping units, designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motels or motor lodges, but not including mobile homes.

***Motor freight terminal:*** A building in which freight, brought to said building by motor truck, is assembled and sorted for routing in intrastate and interstate shipment by motor truck.

***Motor vehicle:*** A passenger vehicle, truck, truck trailer, trailer or semitrailer propelled or drawn by mechanical power.

***Nonconforming use:*** Any building, structure or land lawfully occupied by use or lawfully established which does not conform to the current regulations of the zoning ordinance.

***Noxious matter:*** Material which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the physical, social or economic well being of human beings.

***Nursery:*** Retail business whose principal activity is the selling of plants and having outdoor storage, growing and/or display of plants.

***Nursing home:*** A home for the care of children or the aged or infirm, or a place of rest for those suffering bodily disorders, but not including facilities for the treatment of sickness or injuries or for surgical care.

***Octave band:*** A means of dividing the range of sound frequencies into octaves in order to classify sound according to pitch.

***Octave band filter:*** An electrical frequency analyzer designed according to standards formulated by the American Standards Association and used in conjunction with a sound level meter to take measurements in specific octave intervals. (American Standard For Sound-Level Meters/ASA - No. 224.3 - 1944.)

***Odor threshold:*** The lowest concentration of odorous matter in air that will produce an olfactory response in a human being. Odor thresholds shall be determined in accordance with ASTM method D 1391-57, "Standard Method For Measurement of Odor in Atmospheres (Dilution Method)".

***Odorous matter:*** Any material that produces an olfactory response among human beings.

***Office:*** A place, such as a building, room or suite, in which services, clerical work, professional duties or the like are carried out.

***Open sales lot:*** Any land used or occupied for the purpose of buying and selling new or secondhand passenger cars or trucks, motor scooters, motorcycles, boats, trailers, aircraft, monuments, etc., and for the storing of same prior to sale.

***Outdoor music venue:*** A property where sound equipment is used to amplify sound that is not fully enclosed by permanent, solid walls or roof.

***Parapet:*** An architectural feature of a building where that portion of an exterior wall extends above the roof deck.

***Parking area, private:*** An open, hard surfaced area, other than a street or public way, designed, arranged and made available for the storage of private passenger automobiles only of occupants of the building or buildings for which the parking area is developed and is accessory.

***Parking area, public:*** An open, hard surfaced area, other than a street or public way, intended to be used for the storage of passenger automobiles and commercial vehicles under one and one-half (1½) tons' capacity, and available to the public, whether for compensation, free or as an accommodation to clients or customers.

***Parking space, automobile:*** Space within a public or private parking area designed in conformance with section 10-16-3 of this title, exclusive of access drives, or aisles, ramps, columns or office and work areas, for the storage of one (1) passenger automobile or commercial vehicle under one and one-half (1½) tons' capacity.



---

**Parking structure:** An attached or detached structure that is fully or partially enclosed with one (1) or more levels and is used exclusively for the parking or storage of motor vehicles. This does not include private one-story garages for single-, two-, or multiple-family residential uses. Parking structures may either be above or below grade.

**Particulate matter:** Material which is suspended in or discharged into the atmosphere in finely divided form as a liquid or solid at atmospheric pressure and temperature.

**Party wall:** An interior wall of adjoining structures extending from its footing to the underside of the roof, and which separates and is in common use by such adjoining structures.

**Pawnbroker/pawnshop:** Any person who lends money on deposit or pledge of personal property, or deals in the purchase of personal property on condition of selling the same back at a stipulated price, or who publicly displays at his or her place of business the sign generally used by pawnbrokers to denote the pawnbroker's business, or who publicly displays a sign which indicates, in substance, a business on the premises which "loans money for personal property, or deposit or pledge". The business of a pawnbroker shall not include the lending of money on deposit or pledge of title to property.

**Performance standard:** A criterion to control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat generated by or inherent in uses of land or buildings.

**Philanthropic institution:** Any building or group of buildings devoted to and supported by charity.

**Plan commission:** The Plan Commission of the City of Yorkville.

**Planned unit development:** A tract of land which is developed as a unit under single ownership or control, which includes two (2) or more principal buildings, and which is at least four (4) acres in area, except for planned developments operated by a municipal corporation which shall be at least two (2) acres in area, and planned unit developments in manufacturing districts which shall be at least ten (10) acres in area.

**Porch:** A roofed over structure, projecting out from the wall or walls of a main structure and commonly open to the weather in part.

**Preferred frequencies:** A set of octave bands described by the band center frequency and standardized by the American Standards Association in ASA standard N. S1.6-1960, "Preferred Frequencies For Acoustical Measurements".

**Principal use:** The main use of land or buildings as distinguished from a subordinate or accessory use.

**Professional services:** A business that offers any type of professional service to the public which requires, as a condition precedent to the rendering of such service, the obtaining of a license or other legal authorization. By way of example, and without limiting the generality of this definition, professional services include services rendered by certified public accountants, engineers, chiropractors, dentists, physicians, podiatrists, architects, veterinarians, attorneys at law, physical therapists and insurance agents.

**Public open space:** Any publicly owned open area, including, but not limited to, the following: parks, playgrounds, forest preserves, beaches, waterways, parkways and streets.

**Public utility:** Any person, firm, corporation or municipal department duly authorized to furnish, under public regulation, to the public, electricity, gas, steam, telephone, sewers, transportation or water.

**Railroad passenger station:** A facility for the boarding of passengers and related ticketing sales and offices.

**Railroad right-of-way:** A strip of land with tracks and auxiliary facilities for track operation, but not including depot loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops, water towers, etc.

**Recreation center:** A building or structure used as a place of recreation, generally open to the public and designed to accommodate and serve significant segments of the community.

---

**Recreational camp private:** An establishment consisting of permanent buildings used periodically by an association of persons where seasonal accommodations for recreational purposes are provided only to the members of such association and not to anyone who may apply.

**Recreational vehicle:** Any type of vehicle used primarily for recreational pleasure or bearing recreational vehicle registration license plates. Examples include, but are not limited to, motor homes, boats, snowmobiles, and all-terrain vehicles.

**Refuse:** All waste products resulting from human habitation, except sewage.

**Religious institution, large:** A building, having four hundred (400) or more seats or larger than eight thousand (8,000) square feet of total gross floor area, wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose. Includes church, synagogue, temple, mosque or other such place for worship and religious activities.

**Religious institution, small:** A building, having four hundred (400) or fewer seats or no larger than eight thousand (8,000) square feet of total gross floor area, wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose. Includes church, synagogue, temple, mosque or other such place for worship and religious activities.

**Resale dealer:** Any individual, firm, corporation or partnership engaged in the business of operating a business for profit which buys, sells, possesses on consignment for sale or trades jewelry, stamps, audio-video equipment or any precious metals which may have been previously owned by a consumer; or which derives more than thirty-five percent (35%) of its gross receipts from the sale, consignment for sale, pledge or trade of any goods, wares or merchandise which have previously been owned by a consumer, including, but not limited to, furniture, appliances, clothing, automobile accessories, books or metals, whether in bulk or manufactured state.

- A. The term "resale dealer" shall include, but not be limited to, businesses commonly known as swapshop operators, stamp dealers, coin dealers and jewelers that purchase and resell items from persons other than dealers and suppliers and engage in disassembling, melting and otherwise altering jewelry. The term "resale dealer" shall not include pawnbrokers.
- B. The fact that any business does any of the following acts shall be prima facie proof that such business is a resale dealer:
  - 1. Advertise in any fashion that it buys or sells used items. Such advertisements shall include, but not be limited to, media advertisements, websites, telephone listings, and signs whether in the exterior or interior of business.
  - 2. Devotes a significant segment or section of the business premises to the purchase or sale of used items.

**Research laboratory:** A building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

**Residence:** The act or condition of residing or dwelling in a place.

**Rest home:** See definition of *Nursing home*.

**Restaurant:** Any land, building or part thereof where meals are provided for compensation, including a cafe, cafeteria, coffee shop, lunchroom, drive-in stand, tearoom and dining room, and including the serving of alcoholic beverages when served with and incidental to the serving of meals, where permitted.

**Restaurant, convenience:** An establishment commonly referred to as "fast casual" dining with the following characteristics: a) limited menu items are made to order and are prepared only upon request; b) food is either

---

ordered and picked up at a counter or served at the patron's table in a limited dine in area; and c) usually part of a chain or franchise establishment.

*Restaurant, fast-food:* A quick service restaurant with the following characteristics: a) typically includes drive-through service; b) limited menu items consisting of prepackaged or quickly prepared food items; c) food is ordered and picked up at a counter with no table service provided; d) limited dine in area; and e) usually part of a chain or franchise establishment.

*Retail store:* A building or portion of a building providing area for the selling of new or used goods, wares, and merchandise directly to the consumer for whom the goods are furnished.

*Ringelmann chart:* A chart which is described in the U.S. Bureau of Mines Information Circular 6888, and on which are illustrated graduated shades of gray for use in estimating the light obscuring capacity of smoke.

*Ringelmann number:* The number of the area on the Ringelmann Chart that coincides most nearly with the visual density of smoke emission.

*Roadside stand:* A temporary structure which is used solely for the display or sale of farm produce and related materials. No roadside stand shall be more than three hundred (300) square feet in ground area and there shall be no more than one (1) roadside stand on any one (1) premises.

*Roadway:* That portion of a street which is used or intended to be used for the travel of motor vehicles.

*Runway:* A strip or area of pavement used exclusively for the landing and taking off of aircraft, or for the movement of vehicles incidental to such use.

*Salvage yard:* An open area where waste, scrap metal, paper, rags or similar materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including auto, farm implements and machinery, and building wrecking yards, but excluding similar uses taking place entirely within a completely enclosed building.

*School:* Elementary, high school or college, public or private, or nonprofit junior college, college or university, other than trade, commercial and business schools, including instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants and other incidental facilities for students, teachers and employees. These schools typically contain an auditorium, gymnasium, cafeteria, or other recreational facilities.

*Semi-truck:* A tractor unit which is used to tow or move semi-trailers. A semi-truck typically has two (2) or three (3) axles and is built for hauling large amounts of products, goods, and heavy machinery.

*Semi-truck repair:* Engine rebuilding or major reconditioning of worn or damaged semi-trucks; collision service, including body, frame or fender straightening or repair and painting including incidentals repairs, replacement of parts and motor service to semi-trucks.

*Setback:* The minimum distance maintained between a street right-of-way and the nearest supporting member of any structure on the lot, except where otherwise regulated in this title.

*Setback, established:* When forty percent (40%) or more of the lots fronting on one (1) side of a street within a block are improved, the existing setbacks of such improved lots shall be the "established setback" for determining the depth of the required front yards for the remainder of the lots along such street frontage, as regulated in this title.

*Setback line, building:* See definition of building setback line.

*Shooting gallery/gun range, indoor:* An enclosed facility, public or private, specifically for the purpose of providing a place in which to discharge various types of firearms, shoot air guns and/or archery equipment at designated targets and designed to contain all projectiles fired within the confines of the building. Auxiliary training and instructional classroom facilities may also be provided, as well as ancillary retail sales of firearms, ammunition and associated products upon proof of applicable local, state and federal licensure.

---

*Short-term rental:* A home occupation of a single-family dwelling unit that is used as a primary residence by owners or renters, or a portion of such a dwelling unit that is rented for less than thirty (30) days at a time to transients and temporary guests.

*Skating rink:* An establishment that provides facilities for participant skating.

*Smoke:* Small gasborne particles other than water that form a visible plume in the air.

*Smoke unit:* The number obtained by multiplying the smoke density in Ringelmann numbers by the time of emission in minutes. For the purpose of this chart, Ringelmann density reading is made at least once every minute during the period of observation; each reading is then multiplied by the time in minutes during which it is observed, and the various products are added together to give the total number of smoke units observed during the total period under observation.

*Sound level meter:* An electronic instrument which includes a microphone, an amplifier and an output meter which measures noise and sound pressure levels in a specified manner. It may be used with the octave band analyzer that permits measuring the sound pressure level in discrete octave bands.

*Sound pressure level:* The intensity of a sound measured in decibels mathematically described as twenty (20) times the logarithm to the base-10 of the ratio of the pressure of the sound to a reference pressure of 0.0002 microbar.

*Stable, private:* Any building which is located on a lot on which a dwelling is located and which is designed, arranged, used or intended to be used for housing horses for the private use of occupants of the dwelling.

*Stable, public (riding or boarding stable):* A building and grounds which are designed, arranged, used or intended to be used for the storage, boarding or breeding of horses, including accessory uses which may include riding and horsemanship instructions and the hire of riding horses.

*Stacking requirements:* The number of cars that must be accommodated in a reservoir space while awaiting ingress or egress to specified business or service establishments.

*Stadium:* Any facility, building, corral, arena, or structure of any kind designed for use as either a sports facility (including animal sports, i.e., rodeos, horseraces, etc.), entertainment facility, whether for profit or not, where activities are to be undertaken generally for the entertainment of others. Said description includes ball fields, when any type of structure is involved, skating rinks, racetracks, football or soccer fields, softball fields, gymnasiums, swimming facilities, music halls, theaters, stages or any other type of field or facility.

*Story:* That portion of a building included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and ceiling next above it. Any portion of a story exceeding fourteen feet (14') in height shall be considered as an additional story for each fourteen feet (14') or fraction thereof.

*Story, half:* That portion of a building under a gable, hip or mansard roof, the wall plates of which on at least two (2) opposite exterior walls are not more than four and one-half feet (4½') above the finished floor of each story. In the case of one-family dwellings, two-family dwellings and multiple-family dwellings less than three (3) stories in height, a half story in a sloping roof shall not be counted as a story for the purpose of this title. In the case of multiple-family dwellings three (3) or more stories in height, a half story shall be counted as a story.

*Street:* A way other than an alley which affords a primary means of access to abutting property.

*Street line:* A line separating an abutting lot, piece or parcel from a street.

*Structural alterations:* Any change other than incidental repairs which would prolong the life of the supporting members of a building or structure such as bearing walls, columns, beams and girders.

*Structure:* Anything constructed or erected which requires location on the ground or is attached to something having location on the ground.

---

*Tattoo and body piercing establishments:* Any establishment which performs or provides services for tattooing and/or body piercing as defined in title 3, chapter 10 of this Code.

*Tavern or lounge:* A building where liquors are sold to be consumed on the premises, but not including restaurants where the principal business is serving food.

*Taxicab business:* A service that offers transportation in passenger automobiles and vans to persons in return for remuneration. The business may include facilities for servicing, repair, and fueling the taxicabs or vans.

*Terrace, open:* A level and rather narrow plane or platform which, for the purpose of this title, is located adjacent to one (1) or more faces of the principal structure and which is constructed not more than four feet (4') in height above the average level of the adjoining ground.

*Theater:* A structure used for dramatic, operatic, motion pictures for admission to which money is received. Such establishments may include related services such as food and beverage sales and other concessions.

*Title:* Reference to "title" herein shall be construed to be the Yorkville Zoning Ordinance.

*Toxic materials:* Substances (liquid, solid or gaseous) which are inherently harmful and likely to destroy life or impair health or capable of causing injury to the well being of persons or damage to property.

*Trailer:* A vehicle without motive power, designed to be towed by another vehicle but not designed for human occupancy and which may include a utility trailer, boat trailer, horse trailer or cargo trailer.

*Trailer, camping:* A trailer designed and constructed for temporary dwelling purposes which does not contain built in sanitary facilities and has a gross floor area of less than one hundred thirty (130) square feet.

*Trailer house or mobile home:* See definition of *Mobile home*.

*Trailer, travel:* A trailer designed and constructed for dwelling purposes which may contain cooking, sanitary and electrical facilities and has a gross floor area of one hundred thirty (130) square feet or more but less than three hundred twenty (320) square feet.

*Treatment center:* One (1) or more buildings designed and used for the medical and surgical diagnosis and treatment. This definition excludes hospitals and nursing homes.

*Truck and trailer rental:* Leasing or renting of trucks and trailers, including incidental parking and servicing of vehicles for rent or lease.

*Truck storage yard:* Any land used or intended to be used for the storage or parking of trucks, trailers, tractors, and including commercial vehicles, while not loading or unloading, and which exceed one and one-half (1½) tons in capacity.

*Usable open space:* Ground area of a lot, landscaping and recreational facilities may qualify as usable open space provided that it is an area unobstructed from the ground to the sky and which:

- A. Is not devoted to public or private roadways or driveways and off-street parking and loading;
- B. Is accessible and available only to occupants of dwelling units on the premises, except balconies;
- C. Is not covered by buildings, except not more than five percent (5%) of the required open space may be recreational facilities enclosed within a building for the use of occupants of the dwelling units on the premises;
- D. Has not less than ten feet (10') at its narrowest dimension between either a lot line and an area not qualifying as usable open space; and
- E. Is developed, landscaped and maintained suitable for pedestrian, recreational and leisure use.

*Use:* The purpose for which land or a building thereon is designed, arranged or intended, or for which it is occupied or maintained, let or leased.

---

*Use, lawful:* The use of any building, structure or land that conforms with all of the regulations of this title and which conforms with all of the codes, ordinances and other legal requirements as existing when the structure or land is being examined.

*Use, nonconforming:* See definition of *Nonconforming use*.

*Use, permitted:* Any use which is or may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations, and when applicable, performance standards of this title for the district in which such use is located.

*Use, principal:* The dominant use of land or buildings as distinguished from a subordinate or accessory use.

*Use, special:* A use that has unusual operational, physical or other characteristics that may be different from those of the predominant permitted uses in a district, but which is a use that complements and is otherwise, or can be made, compatible with the intended overall development within a district. Compliance with special standards not necessarily applicable to other permitted or conditional uses in the district shall be required as regulated in this title.

*Vacant land:* A lot or parcel of land on which no improvements or structures have been constructed or actively used for any land use purpose.

*Vibration:* The periodic displacement, measured in inches, of earth at designated frequency cycles per second.

*Warehouse:* A structure, part thereof, or an area used principally for the storage of goods and merchandise for wholesale or distribution, excluding bulk storage of materials that are inflammable or explosive or that present hazards.

*Yard:* An open area on a lot which is unobstructed from its lowest level to the sky, except as otherwise provided in this title.

*Yard, front:* A yard extending along the full width of a front lot line between the side lot lines, and has a depth between the front lot line and the front yard line.

*Yard, interior side:* A side yard which adjoins another lot or an alley separating such side yard from another lot.

*Yard line:* A line in a lot that is parallel to the lot line along which the applicable yard extends and which is not nearer to such lot line at any point than the required depth or width of the applicable yard. A building, structure or other obstruction shall not encroach into the area between the "yard line" and such adjacent lot line, except for such permitted obstructions in yards as are set forth in this title. (See section 10-2-4 of this chapter for diagram.)

*Yard, rear:* A yard extending along the width of the rear lot line between the side lot lines, and from the rear lot line to the rear yard line in depth.

*Yard, side:* A yard extending along the length of a side lot line between the rear yard line and front yard line, from the side yard line to the side lot line in width.

*Yard, side adjoining a street:* A yard which is bounded by the front lot line, side yard adjoining a street line and rear lot line.

*Yard, transitional:* A yard that must be provided on a lot in a business district which adjoins a lot in a residential district as a buffer and subject to regulations provided in the landscape ordinance.

*Zone:* A "district", as defined in this section.

*Zoning Board of Appeals:* See title 2, chapter 2 of this Code.

(Ord. 2014-73, 11-25-2014; amd. Ord. 2015-32, 6-9-2015; Ord. 2016-35, 4-26-2016; Ord. 2017-02, 1-24-2017; Ord. 2017-32, 5-23-2017; Ord. 2019-08, 1-29-2019; Ord. 2019-29, 5-14-2019; Ord. 2019-40, 7-23-2019)

---

Created: 2022-01-07 11:53:22 [EST]

(Supp. No. 2)

10-6-0: Use tables:

TABLE 10.06.01  
RESIDENTIAL USES

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business					Manufacturing	
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Dwelling, duplex	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Dwelling, multi-family	-	-	-	-	-	-	-	P	P	-	P <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>	S <sup>2</sup>
Dwelling, single-family	P	-	-	P	P	P	P	P	P	-	-	-	-	-	-	-
Dwelling, townhouse	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-
Mobile home park	-	-	-	-	-	-	-	S <sup>1</sup>	S <sup>1</sup>	-	-	-	-	-	-	-
Short-term rental	-	-	-	P	P	P	P	P	P	-	-	-	-	-	-	-

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

Notes:

1. 10 acre minimum.
2. Apartments above the first floor in a building used for business or as live/work space above a manufacturing use shall be permitted up to a maximum of 2 apartments.

(Ord. 2014-73, 11-25-2014; amd. Ord. 2019-29, 5-14-2019)

TABLE 10.06.02  
INSTITUTIONAL USES

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business					Manufacturing	
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Cemetery	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-	-
College, university or junior college	S	-	-	S	S	S	S	S	S	P	P	P	P	P	-	-



Hospital	S	-	-	S	S	S	S	S	S	-	P	P	P	P	-	-
Library	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Nursing home/rest home	S	-	-	S	S	S	S	S	S	-	P	P			-	-
Philanthropic institution	S	-	-	S	S	S	S	S	S	-	-	-	-	-	-	-
Religious institution, large	S	-	-	S	S	S	S	S	S	P	P	P	P	P	S	S
Religious institution, small	S	-	-	S	S	S	S	S	S	P	P	P	P	P	S	S
School, public or private	-	-	-	P	P	P	P	P	P	-	-	-	-	-	-	-

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

(Ord. 2014-73, 11-25-2014)

**TABLE 10.06.03  
BUSINESS USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business					Manufacturing	
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Adult daycare facility	-	-	S	S	S	S	S	S	-	S	S	S	S	S	S	S
Adult oriented uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Advertising agency	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Agricultural implement sales, storage and services of agriculturally oriented products <sup>2</sup>	S	-	-	-	-	-	-	-	-	-	-	-	S	P	-	-
Agricultural uses	P	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Amphitheater	-	-	P	-	-	-	-	-	-	-	S	S	S	S	S	S
Amusement park	S	-	S	-	-	-	-	-	-	-	-	-	S	S	S	S
Animal feed, storage preparation, mixing and wholesale and retail	S															
Animal hospital	S	-	-	-	-	-	-	-	-	-	-	-	S		-	-
Antique sales	-	-	-	S	-	S	-	S	S	-	P	P	P	P	-	-

Created: 2022-01-07 11:53:25 [EST]

(Supp. No. 2)

Apiaries	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Appliance - service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Art galleries/art studio	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Auction house	P	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-
Automobile parts/accessories sales	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Automobile rental	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Automobile repair	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Automobile sales and service/ open sales lot	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Bakery, retail	-	-	-	-	-	-	-	-	-	-	P	P	P	P	S <sup>1</sup>	S <sup>1</sup>
Bank with drive-through facilities	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Barber/beauty shop	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Bed and breakfast inn	S	-	-	S	S	-	-	-	-	-	S	S	S	-	-	-
Bicycle shop/repair	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Billiard parlor	-	-	-	-	-	-	-	-	-	-	S	P	P	P	-	-
Boat sales and rental	-	S	S	-	-	-	-	-	-	-	P	P	P	P	-	-
Boat storage	-	S	S	-	-	-	-	-	-	-	S	S	S	S	S	S
Bookkeeping service	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Bookstore	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Bowling alley	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Brewery	-	-	-	-	-	-	-	-	-	-	S	S	S	S	P	P
Brewpub	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building equipment, building materials, lumber, coal, sand and gravel yards, and yards for contracting equipment of public agencies, or public utilities, or materials or equipment of similar nature, ready mix batch plants, and asphalt manufacturing plants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Building material sales	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Campground	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Car wash without mechanical repair	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Carpet and rug cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Catering service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-

Formatted: Highlight

Clothes - pressing and repair	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Club/lodge, private <sup>2</sup>	S	-	-	-	-	-	-	-	-	P	P	P	P	P	-	S
Coffee shop	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Commercial feeding of fish, poultry, livestock	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial laboratory	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Commercial school, trade school - offering training in classroom study	-	-	-	-	-	-	-	-	-	P	P	P	P	P	S	S
Community center	-	-	P	-	-	S	S	S	S	-	P	P	P	P	S	S
Contractor facilities with outdoor storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Contractor offices	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Cultivation of nonfood crops and seeds used of cellulosic biofuels production	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dance hall	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Daycare facility and preschools	S	-	S	S	S	S	S	S	-	S	S	S	S	S	S	S
Department store	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Detective agency	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Dressmaker-seamstress	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Dry cleaning establishment	-	-	-	-	-	-	-	-	-	S	P	P	P	P	-	-
Dry cleaning plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Employment office	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Farming	P	S	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Fertilizer sales with storage and mixture	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Forestation	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funeral home/ mortuary/ crematorium	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Furniture repair and refinishing	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Gasoline service station	-	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S
Golf course <sup>2</sup>	S	-	S	P	P	P	P	P	P	-	-	-	-	-	-	-
Golf course, miniature	S	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Golf driving range	S	-	S	-	-	-	-	-	-	-	-	-	P	P	-	-
Grain elevators and storage	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Created: 2022-01-07 11:53:25 [EST]

(Supp. No. 2)

Grocery store	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Health and fitness club/center	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-
Heavy machinery and equipment rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Hotel/motel/motor lodges/tourist courts	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Indoor shooting gallery/gun range <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S
Interior decorating studio	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Kennel, commercial or private dog kennels	S	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Liquor store	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Locksmith	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Massage establishment	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Medical clinic	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Microbrewery/alepub, microdistillery and microwinery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Microdistillery	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Milk processing and distribution <sup>2</sup>	S	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Motorcycle sales and service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Musical instrument sales/repair	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Newspaper publishing	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Nursery/greenhouses	S	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Off-track betting (OTB) establishments	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-
Outdoor music venues	-	-	P	-	-	-	-	-	-	-	S	S	S	S	S	S
Parks	-	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-
Pawnbrokers/pawnshops	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Pet stores/pet supply	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Photography studio/camera repair shop	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Playground	-	P	P	P	P	P	P	P	P	-	P	P	P	P	-	-
Post office/retail mail or package service	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Professional services/offices	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-

Formatted: Highlight

Formatted: Highlight

Public storage facilities/miniwarehouse storage <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Radio and television studios	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Recreation center	-	-	P	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Recreational camp - private	S	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreational vehicle sales and service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Repair of household or office machinery or equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Resale dealers	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Restaurant, convenience and fast food	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Retail store includes pharmacy/drugstore	-	-	-	-	-	-	-	-	-	S	P	P	P	P	S	-	-
Riding academies with stables	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadside stand	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Salvage yard <sup>2</sup>	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Semi-truck repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Shoe and hat repair	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Skating rink	-	-	S	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Stables or paddocks	P	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stadium	-	-	S	-	-	-	-	-	-	-	-	-	S	S	S	S	S
Swimming pool - indoor	-	-	S	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Tattoo and body piercing establishment	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P
Tavern - nightclub or lounge	-	-	-	-	-	-	-	-	-	-	S	S	S	S	S	S	S
Taxidermist	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-
Theater	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-
Trailer camp/park	S	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Treatment center	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-
Truck and trailer rental	-	-	-	-	-	-	-	-	-	-	-	-	S	P	-	-	-
Truck, truck-tractor, truck trailer, car trailer or bus storage yard - not include motor freight terminal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Upholstery shop	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Veterinary clinic	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-

Created: 2022-01-07 11:53:25 [EST]

Watch and clock sales and repair	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Weaving and mending - custom	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

Notes:

1. Appurtenant to wholesale.
2. See section 10-6-1, "Special Conditions", of this chapter.

(Ord. 2014-73, 11-25-2014; amd. Ord. 2015-32, 6-9-2015; Ord. 2015-33, 6-9-2015; Ord. 2016-35, 4-26-2016; Ord. 2017-02, 1-24-2017; Ord. 2017-32, 5-23-2017; Ord. 2019-08, 1-29-2019; Ord. 2019-13, 2-26-2019)

**TABLE 10.06.04  
MANUFACTURING USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business				Manufacturing		
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Any assembly, production, manufacturing, testing, repairing or processing that can and does operate in compliance with performance standards <sup>1</sup>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Aggregate materials extraction, processing and site reclamation (stone and gravel quarries)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Bakery (wholesale -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P

retail component special use)																
Blacksmith or welding shop	S	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Manufacturer of firearms and ammunition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Medical cannabis cultivation center and dispensaries <sup>1</sup>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Research laboratories	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Wholesaling and warehousing - local cartage express facilities - not including motor freight terminal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

Notes:

1. See section 10-6-1, "Special Conditions", of this chapter.

**TABLE 10.06.05  
TRANSPORTATION USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business				Manufacturing		
	A- 1	OS- 1	OS- 2	E- 1	R- 1	R- 2	R- 2D	R- 3	R- 4	O	B- 1	B- 2	B- 3	B- 4	M-1	M-2
Airport	S	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Bus or truck garage or streetcar house	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Bus or truck storage yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P

Created: 2022-01-07 11:53:25 [EST]

(Supp. No. 2)



Marina	-	-	S	-	-	-	-	-	-	-	-	S	S	S	S	S
Motor freight terminals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Railroad passenger station	S	-	-	S	S	S	S	S	S	S	S	S	S	S	S	S
Railroad repair shops, maintenance buildings and switching yards	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Taxicab business	-	-	-	-	-	-	-	-	-	-	-	-	P	P	S	S

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

**TABLE 10.06.06  
UTILITY USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business					Manufacturing	
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Communications use	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric substation	S	S	S	S	S	S	S	S	S	-	P	P	P	P	P	P
Filtration plant	S	-	-	S	S	S	S	S	S	-	-	-	-	-	P	P
Fire station	S	-	-	S	S	S	S	S	S	P	P	P	P	P	P	P
Police station	S	-	-	S	S	S	S	S	S	P	P	P	P	P	P	P
Public utility - electric substations and distribution centers, gas regulation centers and underground gas holder stations	S	S	S	-	-	-	-	-	-	-	-	-	-	-	P	P

Other public utility facilities	S	-	S	P	P	P	P	P	P	-	-	-	-	-	P	P
Radio and television towers - commercial	S	-	-	S	S	S	S	S	S	-	-	-	-	-	P	P
Sanitary landfill	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Sewage treatment plant	-	-	-	S	S	S	S	S	S	-	-	-	-	-	P	P
Solid waste disposal site	-	-	-	-	-	-	-	-	-	S	S	S	S	S	P	P
Utility company maintenance yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Utility service yard or garage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Watchman quarters (dwelling units)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

**TABLE 10.06.07  
ALTERNATIVE ENERGY USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business					Manufacturing	
	A- 1	OS- 1	OS- 2	E- 1	R- 1	R- 2	R- 2D	R- 3	R- 4	O	B- 1	B- 2	B- 3	B- 4	M-1	M-2
Solar farm	S	S	S	-	-	-	-	-	-	S	-	-	-	-	-	-
Building-mounted solar energy systems (BSES)	S	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Freestanding solar energy systems (FSSES)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Wind farm	S	-	S	-	-	-	-	-	-	S	-	-	-	-	-	-
Building-mounted	S	-	P	S	S	S	S	S	S	S	S	S	S	S	S	S

wind energy system (BWES)																
Freestanding wind energy system (FWES)	S	S	S	S	S	S	-	-	-	S	-	-	-	-	S	S

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

**TABLE 10.06.08  
MISCELLANEOUS USES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business				Manufacturing		
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Accessory building/use and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Planned unit development (PUD)	S	-	-	S	S	S	S	S	S	S	S	S	S	S	S	S

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

(Ord. 2014-73, 11-25-2014)

**TABLE 10.06.09  
ADULT USE CANNABIS BUSINESSES**

Use Category	Zoning Districts															
	Ag	Open Space		Residential						Business				Manufacturing		
	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Adult-use cannabis craft grower	S	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S
Adult-use cannabis	S	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S

Created: 2022-01-07 11:53:25 [EST]

(Supp. No. 2)

cultivation center																	
Adult-use cannabis dispensing organization	-	-	-	-	-	-	-	-	-	-	-	-	S	-	S	S	
Adult-use cannabis infuser organization or infuser	-	-	-	-	-	-	-	-	-	-	-	-	S	-	S	S	
Adult-use cannabis processing organization or processor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	
Adult-use cannabis transporting organization or transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	

P = Permitted use	S = Special use	- = Not permitted use
-------------------	-----------------	-----------------------

(Ord. 2019-84, 11-26-2019)

#### 10-6-1: Special conditions:

- A. *Agricultural implementation sales, storage and service of agriculturally oriented products:*
  - 1. Sales yards, wholesale or retail, for agricultural products in A-1, Agricultural District; refer to section 10-9-3, "Special Uses", of this title.
- B. *Club/lodge, private:*
  - 1. Private clubs or lodges in A-1, Agricultural District; refer to section 10-9-3, "Special Uses", of this title.
- C. *Golf courses:*
  - 1. Regulation size golf courses are permitted provided that no clubhouse or accessory building shall be nearer than five hundred feet (500') to any dwelling on an adjacent zoning lot.
  - 2. Golf courses, miniature golf courses and driving ranges in A-1, Agricultural District; refer to section 10-9-3, "Special Uses", of this title.
- D. *Indoor shooting galleries/gun ranges:*
  - 1. When located in a multiple-tenant building, shall only be located in an end unit and with the gallery/range not adjacent to an adjoining unit.

(Supp. No. 2)

Created: 2022-01-07 11:53:25 [EST]

2. The minimum building setback for indoor shooting gallery/gun range facilities shall be fifty feet (50') from any property line that abuts a residentially zoned property.
3. The retail operations of any indoor shooting gallery/gun ranges shall occupy not more than twenty-five percent (25%) of the total floor area.

E. *Manufacturing uses:*

1. All business, production, servicing and processing shall take place within completely enclosed buildings unless otherwise specified. Within one hundred fifty feet (150') of a residence district, all storage shall be in completely enclosed buildings or structures, and storage located elsewhere in the manufacturing districts may be open to the sky but shall be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet (8') high, but in no case lower in height than the enclosed storage and suitably landscaped.
2. However, open off-street loading facilities and open off-street parking of motor vehicles under one and one-half (1½) tons' capacity may be unenclosed throughout the manufacturing districts, except for such screening of parking and loading facilities as may be required under provisions of chapter 16 of this title.

F. *Medical cannabis cultivation center:*

- Cultivation center and medical cannabis dispensing organization in compliance with the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et seq., provided, that the distance requirements set forth in that Act are also required for public parks and religious institutions for such use.

G. *Microbrewery/brewpubs:*

1. ~~Microbreweries/brewpubs~~ **Brewpubs, where operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty-five percent (25%) of the total floor area. If off-premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.**
2. ~~Microbrewery/brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty-five percent (25%) of the total floor area.~~

H. *Microbreweries/microwineries and Microdistilleries and microwineries:*

1. ~~Microbreweries where if off-premises consumption is allowed, all sales must be in a hand capped, sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.~~
2. Outdoor storage of equipment, production waste or product for microdistilleries and microwineries is strictly prohibited when located in a business district. However, outdoor storage of spent grains or grapes may be permitted to be stored outdoors in appropriate silos or containers in the manufacturing districts, provided the storage is screened from public view. Screening may be with fencing, landscaping or a combination of both.
23. All microdistilleries and microwineries are subject to chapter 13, article C, "Performance Standards", of this title with regards to foul odors, fire and explosive hazards and smoke.
34. All microdistilleries and microwineries located in business districts must have off-street or rear accessible loading and unloading facilities.

Formatted: Highlight

Formatted: List 1

- 
45. Microdistilleries or microwineries located in business districts must include an ancillary tasting room with a minimum of one hundred fifty (150) square feet. Retail sales of the product from a microdistillery or microwinery are permitted on-site and shall be consistent with state and City laws.

I. *Milk processing and distribution:*

1. When located in the A-1, agricultural district milk processing and distribution, including pasteurizing and manufacture of ice cream, but not including the processing or manufacture of cheese, shall be considered a special use.

J. *Public storage facilities/miniwarehouse storage:*

1. Whenever a special use is granted for miniwarehouse storage under the M-1 zoning district or any other permitted zoning district, the following restrictions shall apply:
  - a. If the facility is within one hundred fifty feet (150') of a residential district, all storage shall be in completely enclosed buildings or structures, and storage located elsewhere in this district may be open to the sky, but shall be enclosed by solid walls or fences (including solid doors or gates thereto) at least eight feet (8') high, but in no case lower in height than the enclosed storage buildings and suitably landscaped consistent with the City's landscape ordinance.
  - b. A minimum of three (3) parking spaces shall be provided.
  - c. There shall be a minimum of twenty feet (20') between buildings.

K. *Salvage yards:*

1. Salvage yards in A-1, agricultural district; refer to section 10-9-3, "Special Uses", of this title.

L. *Cannabis businesses:*

1. *Definitions:*

*Cannabis craft grower:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

*Cannabis cultivation center:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

*Cannabis dispensing facility or dispensary:* A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

*Cannabis infuser facility or infuser:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

*Cannabis processing facility or processor:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds

---

to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

*Cannabis transporting business or transporter:* An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act (P.A. 101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

2. *Special use distance requirements and restrictions:*

a. *Cannabis craft grower:*

- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
- (2) Facility may not be located within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, unless in the A-1 zoning district where the residential use is owned by the same owner as the adult-use cannabis craft grower, regardless of corporate boundary.
- (3) Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- (4) Cannabis craft growers may co-locate with a dispensing organization or a cannabis infuser organization, or both, only on properties zoned within the M-1 or M-2 districts.
- (5) For purposes of determining required parking, cannabis craft grower shall be classified as "industrial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.
- (6) Cannabis craft grower shall be limited to one (1) facility within the boundaries of the City.

b. *Cannabis cultivation center:*

- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
- (2) Facility may not be located within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, regardless of corporate boundary.
- (3) Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- (4) For purposes of determining required parking, adult-use cannabis craft growers shall be classified as "industrial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.



- 
- (5) Cannabis cultivation center shall be limited to one (1) facility within the boundaries of the City.

c. *Cannabis dispensing organization:*

- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
- (2) Facility may not be located in a dwelling unit or within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, regardless of corporate boundary.
- (3) Facility shall have a maximum gross floor area of five thousand (5,000) square feet, of which at least seventy-five percent (75%) of the floor area occupied by a dispensing organization shall be devoted solely to the activities the dispensing cannabis or cannabis products as authorized by the Act, and shall not sell food or alcohol for consumption on the premises.
- (4) Drive-through facilities are prohibited.
- (5) E-commerce delivery service platforms are prohibited.
- (6) The facility shall be classified as "commercial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.
- (7) Cannabis dispensing organizations shall be limited to one (1) facility within the boundaries of the City.

d. *Cannabis infuser organization:*

- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
- (2) Facility may not be located in a dwelling unit or within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, regardless of corporate boundary.
- (3) Infuser organizations may co-locate with a dispensing organization or a cannabis craft grower organizations, or both, only on properties zoned within the M-1 or M-2 districts. In such instances, the maximum gross floor area dedicated to the dispensing organization shall be five thousand (5,000) square feet of which seventy-five percent (75%) of the floor area must be devoted to the activities authorized by the Act.
- (4) For purposes of determining required parking, said facilities shall be classified as "industrial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.
- (5) Cannabis infuser organizations shall be limited to one (1) facility within the boundaries of the City.

e. *Cannabis processing organization:*

- 
- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
  - (2) Facility may not be located in a dwelling unit or within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, regardless of corporate boundary.
  - (3) At least seventy-five percent (75%) of the floor area occupied by a dispensing organization shall be devoted solely to the activities the dispensing cannabis or cannabis products as authorized by the Act, and shall not sell food or alcohol for consumption on the premises.
  - (4) For purposes of determining required parking, said facilities shall be classified as "industrial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.
  - (5) Cannabis processing organizations shall be limited to one (1) facility within the boundaries of the City.
- f. *Cannabis transporting organization:*
- (1) Facility may not be located within five hundred feet (500') of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, residential care home, public parks or religious institutions, regardless of corporate boundary. Commercial/trade schools shall not be classified as a public or private school for purposes of this section.
  - (2) Facility may not be located in a dwelling unit or within two hundred fifty feet (250') of the property line of a pre-existing property zoned or used for residential purposes, regardless of corporate boundary.
  - (3) The transporting organization shall be the sole use of the space in which it is located. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
  - (4) For purposes of determining required parking, said facilities shall be classified as "industrial uses" per section 10-16-3 Off-Street Parking Requirements, provided, however, that the City may require that additional parking as part of the special use conditions.
  - (5) Cannabis transporting organization shall be limited to one (1) within the boundaries of the City.
3. *Business hours:* Business hours for all cannabis businesses shall be from 10:00 a.m. to 8:00 p.m. Monday through Saturday and 12:00 p.m. to 5:00 p.m. on Sundays.
  4. *On-premises consumption:* On-premises consumption of cannabis products in all cannabis businesses operations is prohibited.
  5. *Signage:*
    - a. Recreational cannabis dispensaries shall be limited to one (1) wall-mounted sign per business.
    - b. All cannabis establishments shall be prohibited from having electronic message board signs.
    - c. Signage for cannabis establishments shall not contain cannabis imagery such as leaves, plants, smoke, paraphernalia, or cartoonish imageries.

---

6. *Special use application requirements:*

- a. Applicant name and the business name of the proposed adult use cannabis establishment for which the special use is sought, including addresses, telephone numbers and e-mail addresses of: (1) sole proprietors; (2) business entities with financial interest in the business, and (3) all officers, directors, partners, managers and owners. A post office box may not be submitted as the address of the applicant.
- b. Copy of licensure or registration that the organization is authorized to conduct an adult use cannabis business establishment in the State of Illinois.
- c. The commonly known address, permanent index number (PIN) and legal description of the proposed location of the adult-use cannabis establishment.
- d. Property ownership information. Written statement that the applicant owns or has under contract the property of the proposed adult-use cannabis establishment.
- e. The proposed hours of operation.
- f. Copy of a business plan to be kept on file with the Yorkville Police Department and confidential to the extent permitted by law, including but not limited to the following:
  - (1) Proposed number of employees.
  - (2) A description of the products and services that the proposed adult use cannabis establishment will offer.
  - (3) Description or statement of training and education that will be provided to the proposed adult use cannabis dispensary agents/staff.
  - (4) A security plan that will describe how the proposed use will address concerns related to inventory tracking and prevention of theft; measures to control customer overflow and access to restricted areas; employee restrictions to limited access areas and restricted area; and video surveillance/alarm system.
- g. Aerial map of the subject property identifying the current zoning and land uses of all surrounding parcels within five hundred feet (500').
- h. Site plan including, but not limited to, nearest utility connection, points of access, internal site circulation, lighting/photometric plan, landscape plan, off-street parking, trip generation calculations.
- i. Floor plans and elevations of proposed adult use cannabis establishment, including the location of enclosed and secured loading and trash handling and disposal facilities.
- j. Signage plans.
- k. Information on co-location with another adult-use cannabis establishment.

7. *Standards for special use for cannabis businesses:*

- a. Impact of the proposed facility on the existing or planned uses located within the vicinity of the subject property.
- b. Suitability of the proposed facility and its co-location with another cannabis business establishment.
- c. Adequate waste management plan for the storage, security and disposal of discarded cannabis products and materials.
- d. Distance to existing cannabis establishment.

---

(Ord. 2014-73, 11-25-2014; amd. Ord. 2015-32, 6-9-2015; Ord. 2019-84, 11-26-2019)

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE ZONING ORDINANCE REGARDING THE DEFINITION OF A MICROBREWERY/BREW PUB/MICROWINERY**

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

**WHEREAS**, pursuant to Section 10-4-10 of the United City of Yorkville Zoning Ordinance (“Zoning Ordinance”) the City may initiate amendments to the Zoning Ordinance; and,

**WHEREAS**, the City filed a petition seeking an amendment to the Zoning Ordinance to remove the definition of a “microbrewery or brewpub” and “microwinery” and establish new definitions for a “brewpub” and “microbrewery/microwinery”; and,

**WHEREAS**, the City filed a petition seeking an amendment to the Zoning Ordinance to provide “brewpub”, “microbrewery/microwinery”, and “microdistillery” as their own line items in Table 10.06.03 and be permitted in the B-1, B-2, B-3, B-4, M-1 and M-2 zoning districts; and,

**WHEREAS**, the City filed a petition seeking an amendment to the Zoning Ordinance to change the language in the special conditions in Section 10-6-1 regarding brewpubs, microbreweries, microwineries, and microdistilleries to reflect the proposed new definitions; and,

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on May 11, 2022, to consider each of these requests and made findings of fact and recommendations to the City Council to approve all of the requested text amendments.

**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 above recitals are hereby incorporated and made a part of this Ordinance.

**Section 2:** That a Section 10-2-3 of the United City of Yorkville Zoning Ordinance is hereby amended by deleting the definitions for “Microbrewery or Brewpub” and “Microwinery” and adding the following definitions:

**BREW PUB:** A restaurant-brewery that brews beer primarily for sale in the restaurant and/or bar and is dispensed directly from the brewery's storage tanks. Total production capacity shall not exceed one hundred fifty-five thousand (155,000) gallons per calendar year.

**MICROBREWERY/MICROWINERY:** A combination retail, wholesale, and/or small-scale artisan manufacturing business that brews, ferments, processes, packages, distributes, and serves either beer or wine for sale on or off-site. A microbrewery shall produce no more than one hundred fifty-five thousand (155,000) gallons of beer per year and a microwinery shall produce no more than fifty thousand (50,000) gallons of wine per year for sale on the premises for either on-premises or off-premises consumption. These facilities may include an ancillary tasting room and retail component in which guests/customers may sample and purchase the product. Off-site distribution of the beverages shall be consistent with state law.

**Section 3:** That a Section 10-6-0, Table 10.06.03 of the United City of Yorkville Zoning Ordinance delete the land use category of “Microbrewery/brewpub, microdistillery and microwinery” and add the land uses as follows:

	A-1	OS-1	OS-2	E-1	R-1	R-2	R-2D	R-3	R-4	O	B-1	B-2	B-3	B-4	M-1	M-2
Brewpub <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Microbrewery/microwinery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Microdistillery <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P

**Section 4:** That a Section 10-6-1-G of the United City of Yorkville Zoning Ordinance is hereby amended by deleting the existing language in subsection G and replacing it as follows:

- G. Brewpub: Brewpub operations will be ancillary to a restaurant or eating establishment, and the brewing component of the facility shall be no more than twenty-five percent (25%) of the total floor area. If off-premises consumption is allowed, all sales must be in a sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.

**Section 5:** That a Section 10-6-1-H of the United City of Yorkville Zoning Ordinance is hereby amended by deleting the existing language in subsection H and replacing it as follows:

H. Microbreweries/microwineries and microdistilleries:

1. Microbreweries where if off-premises consumption is allowed, all sales must be in a sealed container with a total maximum production of one hundred fifty-five thousand (155,000) gallons per calendar year inclusive of on-premises and off-premises sales.
2. Outdoor storage of equipment, production waste or product for microdistilleries and microwineries is strictly prohibited when located in a business district. However, outdoor storage of spent grains or grapes may be permitted to be stored outdoors in appropriate silos or

containers in the manufacturing districts, provided the storage is screened from public view. Screening may be with fencing, landscaping or a combination of both.

3. All microdistilleries and microwineries are subject to chapter 13, article C, "Performance Standards", of this title with regards to foul odors, fire and explosive hazards and smoke.
4. All microdistilleries and microwineries located in business districts must have off-street or rear accessible loading and unloading facilities.
5. Microdistilleries or microwineries located in business districts must include an ancillary tasting room with a minimum of one hundred fifty (150) square feet. Retail sales of the product from a microdistillery or microwinery are permitted on-site and shall be consistent with state and City laws.

**Section 6:** This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

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

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

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR





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

Agenda Item Number

Mayor's Report #5a

Tracking Number

CC 2021-04a

### Agenda Item Summary Memo

**Title:** Prairie Point Natural Area Proposal for Restoration

**Meeting and Date:** City Council – June 14, 2022

**Synopsis:** Discussion and direction for the restoration of the naturalized area at

651 Prairie Point

#### Council Action Previously Taken:

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

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

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
Name Department

#### Agenda Item Notes:

---

---

---

---

---



# Memorandum

To: Mayor and City Council  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: June 6, 2022  
Subject: Naturalization Contract Proposal Prairie Point

---

## **Summary**

Discussion of a proposal from Pizzo and Associates for the restoration of the naturalized areas at 651 Prairie Point.

## **Background**

Since the purchase of the Prairie Point property, there has been discussion relating to the naturalized area. Should we restore the area, or remove it in favor of turf grass?

Restoring the naturalized area maintains the integrity of the design and the function of the storm water management plan. This naturalized area was/is used as compensatory storage for the site rather than digging a larger storm water basin. If we were to remove the naturalized area and fill it in to make it mowable, we would lose that storage. In turn, we would have to add storage to the existing detention basin to make up for this loss to comply with our storm water ordinance. The basins already have a stone bottom to prevent erosion, infiltration basins for large rainfall events, and piping to convey overflows to the storm water basin. If we were to turn this into turfgrass, we would definitely have to remove the stone bottom, add black dirt to the slopes to lessen them, raise the manholes, and install manholes in certain areas to convey the water to the basin. We will also have to add some permanent erosion control protection to the areas of the parking lot that have outlets to this area. After this work is completed, then we can plant and establish turf grass to mow and maintain weekly.

What you see now growing on site now is **not** representative of how the site will look when the new wildflower/short prairie mix is established. I have attached some photos from Pizzo that show an accurate representation of the short prairie that is being proposed. While it isn't as conventional as turf grass, the beauty and functionality are undeniable. Once the mix is established in year 1, Pizzo will return yearly to kill any weeds or invasive plants, assess the health of the prairie plantings, and give recommendations for improvement for 3 additional years. After that, we can sign a maintenance contract or conduct the maintenance ourselves. I have attached the proposed contract for your review.

With this being such a specialized area, staff did not try to write an RFP for this project. Instead, I solicited quotes from two different companies that perform this type of work to see how similar or different they would be. The proposals came back very similar in scope and price. In the end, the proposal from Pizzo was chosen even though it was approximately \$1000 more than the other. It was also chosen because the proposal gave very specific measurable results that must be met to be accepted. Lastly, if the City decides to move forward and pay for the contract all at once, we will receive a 1.5% discount.

Funding for this or for turf grass would come from the city hall improvements line item in the building and grounds section of the approved budget.

**Recommendation**

Staff recommends approval of the proposed contract with Pizzo and Associated, LTD of Leland Il. in an amount totaling \$42,678 for a term of four (4) years.



# PIZZO

& ASSOCIATES, LTD.

## PROPOSAL FOR WORK

### PIZZO & ASSOCIATES, LTD.

Ecological Restoration & Planning  
10729 Pine Road, PO Box 98  
Leland, IL 60531  
PH: 815.495.2300 / FX: 815.498.4406

Project Number:	120172-P-PRAI
Project Ecologist:	Krystal Lee
Mobile Phone:	815-826-0748
e-mail Address:	krystall@pizzo.info

### PROJECT:

Project Name:	Prairie Pointe Restoration - 2022
Project Address:	651 Prairie Pointe Yorkville, IL
Project Contact:	Eric Dhuse City of Yorkville Public Works Director

### Proposal Based On:

Wage Rate:	Standard
Taxes Included:	YES

### Project Estimate:

2022 Prairie Pointe Restoration & Stewardship
---

### WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	<b>Prairie Pointe - Restoration</b> (Price includes; all labor and materials necessary spray off and re-seed all areas as shown approximately highlighted in red on the attached Pizzo generated site map. The existing weedy/invasive species will be controlled through the application of an appropriate herbicide, the areas will be mowed/tilled/burned as necessary to prepare the site for re-seeding, all areas will be re-seeded with a native seed mix similar to the that spec'd in the original plans and all newly re-seeded areas will be covered with NAG S-75 erosion control blanket, or equivalent. Pricing is only good if all volunteer trees/brush will be cut, removed and stump treated with herbicide by the City of Yorkville prior to Pizzo's mobilization to the site. Pricing does not include supply or installation of any live plant plugs, or larger size plant material, all restoration work will be done through seeding. Work billed lump sum \$25,105.44 upon completion.)	Lump Sum	1	\$25,105.44	\$25,105.44
2	<b>Prairie Pointe - Annual Stewardship</b> (Price includes; all labor and materials necessary to complete an anticipated five (5) stewardship site visits throughout the growing season to control for weedy/invasive species within the newly re-seeded areas. Work billed in even monthly installments of \$732.19 per month from April-November for a yealy total of \$5,857.52) <b>*Note: typically at least three years of continual intensive stewardship will be necessary to establish a naturalized seeding and is recommended in perpetuity.</b>	Per Year	3	\$5,857.52	\$17,572.56
<b>TOTAL</b>	<b>BASE BID</b>				<b>\$ 42,678.00</b>

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

### AGREEMENT:

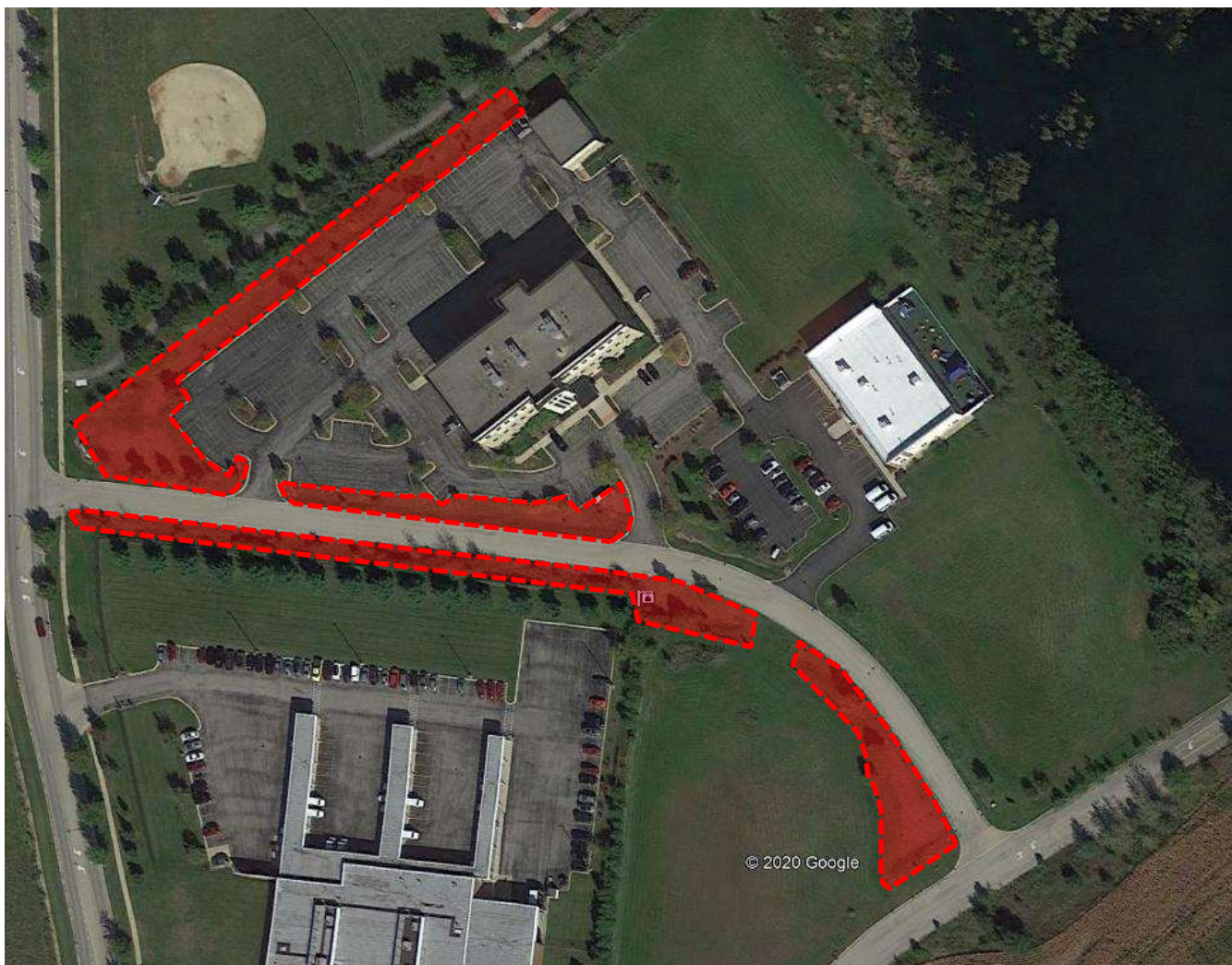
I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

Date:

Eric Dhuse  
City of Yorkville

Date: 5/23/2022

Krystal Lee  
Pizzo & Associates, Ltd.



## Prairie Pointe

651 Prairie Pointe Dr  
Yorkville, IL

Project file #  
120172-P-PRAI  
Krystal Lee

2022

### Site Map

Approx. Areas –



Pizzo & Associates, Ltd.  
ECOLOGICAL RESTORATION  
10729 Pine Road • Leland, IL 60531  
tel 815-495-2300 • fax 815-495-4406



## **PIZZO & ASSOCIATES, LTD. (Pizzo) STANDARD TERMS AND CONDITIONS**

### **Installation/Restoration Payment:**

Payment of 25% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due per the payment terms stated in the contract; payment of invoices for such contract balance and extras is due within 30 days of the invoice date.

### **Design/Consultation/Stewardship/Prescribed Fire Payment:**

Invoices will be sent per the contract or when the services are provided. Payment is due within 30 days of the invoice date.

### **Additions & Deletions:**

All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any related costs.

### **Prepayment Discount:**

All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

### **Finance Charges and Returned Payments:**

All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$100.00 service charge.

### **Lien Rights:**

If the Owner/Client does not make timely payments in accordance with the terms outlined in the contract, Pizzo shall exercise such lien rights as permitted to any contractor by the state in which the work is completed.

### **Guarantees:**

Unless otherwise provided below or in a subsequent written agreement signed by the parties, installed plantings shall immediately become the responsibility of the owner to maintain.

#### **Owner Managed Sites:**

Trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or they will be replaced. Replacement of the trees or shrubs is the Owner's sole available remedy. Pizzo may substitute the trees or shrubs with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (watering, weeding, invasive species control, mowing, protection from damage, etc.) during said period.

The above warranties do not cover damage due to the fault of the Owner, soils contaminated with phytotoxic substances, damage by a third party, herbicides applied by others, herbivory, wildlife, floods, stormwater or acts of God.

Perennials, seed, annuals, and transplanted materials carry no guarantee expressed or implied.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or replanting of the seed on a one-time basis only.

#### **Pizzo Managed Sites:**

Trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or they will be replaced. Replacement of the tree or shrub is the Owner's sole available remedy. Pizzo may substitute the trees or shrubs with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will reseed those areas not in compliance. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo of any area.

Installed native perennials are guaranteed to have an eighty percent (80%) survival rate after one (1) year. Replacement of the native perennials is the Owner's sole available remedy. Pizzo may substitute the perennial plants with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or replanting of the seed on a one-time basis only.

All above guarantees terminate when Pizzo no longer manages the site.

The above warranties do not cover damage due to the fault of the Owner, soils contaminated with phytotoxic substances, damage by a third party, herbicides applied by others, herbivory, wildlife, floods, stormwater or acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

### **Prescribed Fire:**

No guarantee or warranty is expressed or implied as to the completeness, coverage, intensity, or results of the prescribed fire. If the conditions are acceptable to Pizzo, and the local fire jurisdiction gives permission to ignite the prescribed fire, and Pizzo is forced to shut down due to no fault of Pizzo, the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or near the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo, its employees, and agents and hold them harmless for any instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

### **Aquatic Weed Control:**

Due to the highly unpredictable nature of the weather, nutrient levels, nutrient availability, and water levels; no warranty is expressed or implied as to the completeness of the control or eradication of any aquatic plant and/or algae species.

**Supplemental Watering:**

Due to the highly unpredictable nature of the weather, supplemental watering may be required to ensure and maintain proper plant establishment. If any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (March 1 – June 15; September 15 – November 30) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo reserves the right to provide supplemental watering as necessary.

Watering will be billed on a time and materials basis including travel, pick up/delivery, clean up/setup plus any related costs.

Prior to commencement of supplemental watering services, the Owner shall be notified and shall approve the work in writing. Should the Owner decline this service or fail to pay for any such service within 30 days of invoice, all standard Pizzo warranties for seeding and plant installations shall be voided.

**Dumping of Garbage, Litter, Soil, Construction Debris and Landscape Debris:**

When material of any kind, including but not limited to garbage, litter, soil, construction debris or landscape debris, are dumped within the project area, Pizzo will notify the owner. Clean up of the materials will be the cost of the owner. Charges for Pizzo to clean up the site and restore it will be calculated on a time and materials basis. Time will be billed including travel, pick up/delivery, clean up/setup plus any related costs. Prior to commencement of this service, the Owner shall be notified and shall approve the work in writing.

**Encroachments:**

When an encroachment occurs into the project area Pizzo will notify the owner. Charges for Pizzo to restore the area will be calculated on a time and materials basis. Time will be billed including travel, pick up/delivery, clean up/setup plus any related costs. Prior to commencement of this service, the Owner shall be notified and shall approve the work in writing.

**Right of Substitution:**

The Owner agrees that Pizzo may, without the Owner's consent, substitute hard materials, quantities, and species when deemed appropriate due to weather, site conditions, planting conditions, availability, or to otherwise enhance the project without changing the character of the project.

**Subcontracting:**

Pizzo reserves the right to employ certain subcontractors to perform all or part of the work.

**Boundary and Utility Marking for Field Work:**

The Owner shall provide Pizzo a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo can hire a surveyor to visit the site to mark the boundary points, the cost of which shall be the sole responsibility of the Owner. The Owner shall notify Pizzo of all private utilities (piping, wiring, sprinkler system, components, obstructions...) prior to work beginning. Repairs to any private utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris causing changes to the plan the additional work caused thereby, including (without limitation) travel, pick up/delivery, clean up/setup plus any related costs shall be the sole responsibility of the Owner. The Owner will pay for all fees and time to obtain all necessary licenses, permits, permissions or authority that may be required, whether federal, state, county, local or other entity.

The Owner consents to the marking of all underground public utilities on and adjacent to the Owner's property. The Owner shall not interfere with, move or remove any markings or flags of any public utilities within or adjacent to the site. The Owner covenants and agrees to defend, hold Pizzo harmless and indemnify it from any claim, damage, injury and expense of any kind (including attorney's fees) related to any act or omission by the Owner that prevents, interferes with or modifies the marking of any underground public or private utilities.

**Delays by Others:**

If the work of Pizzo is delayed due to conditions beyond its control the Owner will be notified of the delay. If the delay is caused by another contractor on the job site, the Owner will work diligently to remove the delay within 48 hours. If the delay is not removed within 48 hours all costs associated with delay will be charged to the Owner.

**Design Plans, Photographs, Videos and Award Submission:**

The Owner expressly authorizes Pizzo to make sketches or drawings and/or take photographs and video of the subject property and any improvements located on the subject property. The Owner grants permission to Pizzo to use a drone to take video of the property. The owner grants permission to Pizzo use of the resulting photographs, videos, sketches, or drawings for purposes of developing a design and restoration plan and to publish the photographs and video and/or design and plan for marketing or educational purposes. The photographs, video, design, and restoration plan shall remain the exclusive property of Pizzo together with all copyrights thereto. The Owner grants permission for Pizzo the right to submit the property for awards and recognitions and to use such for marketing purposes.

**Default Remedies:**

In the event the Owner is in default of any of their obligations hereunder, the Owner shall pay all expenses incurred by Pizzo to enforce (or interpret) the terms of this contract, including the cost and expense of collection of the amounts due, including but not limited to court costs, attorney's fees, and interest accruing at the rate of 2% per month from the date any amounts were due Pizzo. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.



What your prairie will look like.



[www.pizzo.info](http://www.pizzo.info)



# Short Prairies

























# Tall Prairies



































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

Agenda Item Number

Mayor's Report #5b

Tracking Number

CC 2021-04b

### Agenda Item Summary Memo

**Title:** Purchase of IT Networking Equipment for Prairie Pointe

**Meeting and Date:** City Council – June 14, 2022

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

### Council Action Previously Taken:

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

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

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

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

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

---

---

---

---

---



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 9, 2022  
Subject: Purchase of IT networking equipment for Prairie Pointe

---

## **Summary**

Consideration of a purchase authorization for various networking equipment for the Prairie Pointe building, with a degree of staff discretion in final models and part numbers.

## **Background**

This item was last discussed at the March 8<sup>th</sup> City Council meeting, when the City Council reviewed a planning and budgeting document for the Prairie Pointe building. In that document, one line-item titled “Phones, networking equipment, etc.” showed an original projection amount of \$124,500 and an updated projection amount of \$322,423. In general, we expected the phone system to cost around \$50k and the IT equipment was expected to come in around \$270,000. After review of the City’s existing networking equipment and the layout of the new building, we are prepared to recommend a cloud based phone system in an amount less than \$20,000 upfront and a three year contract at ~\$17,000 annually (separate agenda item) and a list of networking equipment (attached) at a cost of less than \$225,000. In summary, we’re recommending IT networking and phone system costs in an amount less than previously communicated cost estimates.

The list of proposed IT networking equipment is attached, with initial price quotes from the City’s IT provider, Interdev. This list includes wireless access points, uninterruptable power supply units (UPS), switches, microwave connection equipment, firewalls, and servers, racks, cables, and other miscellaneous networking equipment. Interdev’s recent ordering history indicates these types of equipment could be 6+ months out, which necessitates our recommendation to immediately purchase these items so the equipment is in place prior to an expected move in date at the end of this year and prior to us having quoted out all of the individual components with multiple vendors. Interdev is an authorized reseller and can provide a quote for these items as well as shop the items to the major IT vendors (CDWG, Cisco, etc) to secure not only favorable pricing – but more importantly in this situation – delivery times.

The attached list of equipment represents a full buildout of the Prairie Pointe building with the following variables:

- 1) Total cost estimate - \$221,723.12
  - a. Includes all needed equipment and labor to move and install all equipment
  - b. Approximately \$20,000 to \$40,000 of networking switches (Paragon/Cisco) will not be necessary if the City can move into the building all at once vs. operating



both the Prairie Pointe building and the Game Farm building at the same time. In the former scenario, the City has a few in-use switches that could be used in the new building, but we will not know the exact moving plan until closer to the end date of construction.

- c. The \$65,200 in “additional infrastructure upgrade costs” at the far bottom of the spreadsheet is not included within the \$221,723 cost above and is an informational item at this time. This amount is for replacing the City’s server and SAN when it is needed. We do not recommend it at this time, as the existing City server and SAN still has 12-24 months of useful life within it. If we get closer to move in date and something happens with our existing server and SAN, we may come back to the City Council to authorize this.

### **Recommendation**

Given the nature of long delivery times, we are requesting some flexibility in the purchase of these items. Attorney Orr has drafted a resolution authorizing IT networking equipment purchases in a not-to-exceed amount of \$225,000 with the exact models and unit pricing subject to staff discretion. This will give Interdev and the staff the ability to quote out each component for pricing and delivery time after City Council authorization. Provided we can make the move-in logistics work, we would anticipate the final cost to be closer to or under \$200,000.

PLANNING					BUDGETING / TIMING			
Phase	Component Name	Original Projection	Actual or Updated Projection	Variance Actual to Projected	Amount paid in FY 21	Amount paid in FY 22	Amount unpaid for FY 23 or beyond	Total
Acquisition	Due diligence & preliminary expenditures	Not estimated	\$ 31,200	\$ -	\$ 29,187	\$ 2,014	\$ (1)	\$ 31,200
Acquisition	Cordogan Structural Analysis	Not estimated	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ -	\$ 8,000
Acquisition	Land acquisition	Not estimated	\$ 1,976,267	\$ -	\$ 1,976,267	\$ -	\$ -	\$ 1,976,267
Design	Cordogan Phase 1, Space Needs	Not estimated	\$ 33,047	\$ -	\$ 33,047	\$ -	\$ -	\$ 33,047
Design	Cordogan Phases 2 - 6 **	\$ 411,000	\$ 440,000	\$ 29,000	\$ -	\$ 361,000	\$ 79,000	\$ 440,000
Design	Building Plan Review	Not estimated	\$ 2,700	\$ -	\$ -	\$ 5,218	\$ (2,518)	\$ 2,700
Construction	Construction and renovation	\$ 5,536,686	\$ 5,197,000	\$ (339,686)	\$ -	\$ -	\$ 5,197,000	\$ 5,197,000
Construction	Alternate 2 - HVAC AND ROOF	\$ 448,000	\$ 605,000	\$ 157,000	\$ -	\$ -	\$ 605,000	\$ 605,000
Construction	HVAC Natural Gas v. Electric	\$ 60,000	\$ 62,000	\$ 2,000	\$ -	\$ -	\$ 62,000	\$ 62,000
Construction	Alternate 4 - Move the generator	Not estimated	\$ 87,000	\$ -	\$ -	\$ -	\$ 87,000	\$ 87,000
Construction	Cordogan site improvements	\$ 118,898	\$ 118,898	\$ -	\$ -	\$ -	\$ 118,898	\$ 118,898
Construction	Parking Lot Improvements	\$ 350,000	\$ 386,102	\$ 36,102	\$ -	\$ 40,000	\$ 346,102	\$ 386,102
Construction	Bradford Storage, base contract	\$ 379,450	\$ 304,559	\$ (74,891)	\$ -	\$ -	\$ 304,559	\$ 304,559
Construction	Bradford Storage, ComDev	Not estimated	\$ 8,700	\$ -	\$ -	\$ -	\$ 8,700	\$ 8,700
Construction	Phones, networking equip, etc.***	\$ 124,500	\$ 322,423	\$ 197,923	\$ -	\$ -	\$ 322,423	\$ 322,423
Construction	Security System and Interview Rooms	\$ 186,750	\$ 253,223	\$ 66,473	\$ -	\$ -	\$ 253,223	\$ 253,223
Construction	Furniture - Lacasse	\$ 317,314	\$ 426,369	\$ 109,055	\$ -	\$ -	\$ 426,369	\$ 426,369
Construction	Electronics & Misc FF&E *****	Not estimated	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Construction	Cordogan Construction Inspections & Reimb	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
Construction	Moving Costs	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
Construction	Utility Fees and Testing	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
Construction	Owner Contingency	\$ 190,389	\$ 190,389	\$ -	\$ -	\$ -	\$ 190,389	\$ 190,389
Totals		\$ 10,399,901	\$ 10,582,877	\$ 182,976	\$ 2,046,501	\$ 458,232	\$ 8,078,144	\$ 10,582,877

\*\* Contract is set up as 6.85% of final construction pricing, which was variable. Highest estimate communicated was 6.85% of \$6m for \$411,000.

\*\*\* The IT equipment quote is being revised, and contains all phone system equipment plus network equipment. Some of the network equipment at City Hall (physical server boxes and other networking equipment) is at the end of its useful lifespan and would be replaced in FY 23 regardless of the building switch. We are in the process of identifying how much of this quote is truly "new building caused" vs. "end of life replacement", and will provide that information at a future meeting.

\*\*\*\*\* This line-item contains TVs, monitors, and police-specific equipment. As mentioned in the last City Council memo, most of this line-item will be spent from existing department funds, within the current budgeted amounts.

***Resolution No. 2022-\_\_\_\_\_***

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
AUTHORIZING INTERDEV TO PROVIDE IT NETWORKING SERVICES**

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

**WHEREAS**, the City has acquired property commonly known as 651 Prairie Pointe Drive, Yorkville, Illinois (the “*Subject Property*”) and is in process of redeveloping and repurposing the Subject Property for use as its City Hall; and,

**WHEREAS**, as a vital part of the redevelopment of the Subject Property as its City Hall, the City shall be required to install networking service including wireless access points, uninterruptable power supply units (UPS), switches, microwave connection equipment, firewalls and servers, racks, cables and other miscellaneous networking equipment (the “*IT Services*”); and,

**WHEREAS**, the City desires to engage InterDev to provide technology services to the City by investigating all available IT Systems and to recommend the equipment and software which will best serve the City for the best price; and,

**WHEREAS**, InterDev shall present the results of its investigation and review of available providers of IT Services to be installed at the Subject Property to the City Administrator who shall be authorized to procure such equipment, software and services as recommended by InterDev as hereinafter provided.

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

*Section 1.* The recitals set forth above are incorporated into this Resolution as if fully restated herein.

*Section 2.* InterDev is hereby authorized to determine the needs of the City and investigate all equipment, software and services deemed necessary to provide IT Services at the Subject Property and to make recommendations to the City Administrator as to which items shall best serve the City at the best price.

*Section 3.* After a review of the report and recommendations of InterDev, the City Administrator is hereby authorized to make such purchases as required to provide IT Services at the Subject Property in an amount not to exceed \$225,000.00.

*Section 4.* That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

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

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

Distributor	Quote #	Qty	Make	Model	Unit Cost	Total
<b>Wireless Access Points</b>						
Paragon	Q3362300	32	Aruba	AP-515	539.99	\$17,279.68
Paragon	Q3362300	27	Aruba	AP-MNT-B	29.99	\$809.73
Paragon	Q3362301	2	Aruba	AP-575 (exterior WAP)	1,999.99	\$3,999.98
Paragon	Q3362301	2	Aruba	Mount	149.99	\$299.98
<b>Total</b>						<b>\$22,389.37</b>

<b>Power - UPS, PDU</b>						
Paragon	Q3362302	4	CyberPower	PR3000RT2UN	1,299.99	\$5,199.96
Paragon	Q3362302	4	CyberPower	PDU15M2F10R	99.99	\$399.96
Paragon	Q3362302	2	CyberPower	PDU15SW10ATNET	499.99	\$999.98
<b>Total</b>						<b>\$6,599.90</b>

<b>Networking - Switches, Microwave, Firewall</b>						
Paragon	Q3362303	1	Fortinet	60F	2,399.99	\$2,399.99
Paragon	Q3376861	2	Cisco	9300 Switch	11,945.20	\$23,890.40
Paragon	Q3376862	2	Cisco	SMARTnet - 3 years (24x7)	4,108.47	\$8,216.94
Paragon	Q3376863	2	Cisco	Additional PSU	1,478.61	\$2,957.22
Paragon	Q3376864	2	Cisco	Expansion Module	3,016.36	\$6,032.72
Paragon	Q3376865	2	Cisco	Cisco DNA -3 years (required)	1,324.83	\$2,649.66
Paragon	Q3376866	2	Cisco	Cisco StackWise	118.29	\$236.58
Paragon	Q3376867	2	Cisco	Cisco StackPower	112.38	\$224.76
Paragon	Q3362300	8	Cisco	9300L Switch	9,824.00	\$78,592.00
Paragon	Q3362300	4	Cisco	Stacking Module	1,700.00	\$6,800.00
Paragon	Q3362300	8	Cisco	SmartNet 8x5xNBD (3 yr)	2,400.00	\$19,200.00
Entre	Estimate	1	Entre	Microwave - Yorkville VH to Kendall	20,000.00	\$20,000.00
<b>Total</b>						<b>\$171,200.27</b>

<b>Hardware - Data Center</b>						
CDW-G		2	Tripp Lite	Tripp Lite 42U Open Frame Rack Enclosure Server Cabinet 3000lb Capacity SR42UBEXPND	990.00	\$1,980.00
CDW-G		10	Tripp Lite	Tripp Lite 48-Port Cat6 Patch Panel Rackmount 110 RJ45 Ethernet 2U 568B TAA	128.00	\$1,280.00
CDW-G		5	Leviton	Velcro	66.82	\$334.10
CDW-G		4	Black Box	1M DAC Cable	39.99	\$159.96
CDW-G		12	Black Box	3M DAC Cable	39.99	\$479.88
CDW-G		10	TrippLite	1G SFP GLC-TE-F	45.88	\$458.80
C2G		10	C2G	1U Horizotal Cable	45.00	\$450.00
C2G		2	C2G	Vertical Cable	95.00	\$190.00
Monoprice		250	Monoprice	5' Flexboot	1.99	\$497.50
Monoprice		250	Monoprice	10' Flexboot	2.99	\$747.50
Monoprice		16	Monoprice	NEMA 5-15P to IEC 60320 C15	5.99	\$95.84
Estimate		1		Server - Yorkville transition	2,500.00	\$2,500.00
<b>Total</b>						<b>\$9,173.58</b>

<b>Labor - Relocation and Configuration</b>						
		60		Tier 1	\$ 86.00	\$5,160.00
(Does not include Dell Server Upgrade)		60		Tier 3	\$ 120.00	\$7,200.00
				Labor Total		\$12,360.00

**TOTAL \$221,723.12**

**Additional Infrastructure Upgrade Costs**

Dell (VM Upgrade with next 12-24 months)	(Server and SAN)	1	Dell	VM Enviroment		\$65,200.00
Dell Server Upgrade Installation Cost	(not included in move costs)					\$7,500.00
						<b>\$65,200.00</b>





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

Agenda Item Number

Mayor's Report #5c

Tracking Number

CC 2021-04c

### Agenda Item Summary Memo

**Title:** Phone System Purchase for Prairie Pointe Building

**Meeting and Date:** City Council – June 14, 2022

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

### Council Action Previously Taken:

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

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

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

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

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 9, 2022  
Subject: Phone system purchase for Prairie Pointe building

---

## **Summary**

Consideration of purchase of cloud-based phone system for the Prairie Pointe building.

## **Background**

This item was last discussed at the March 8<sup>th</sup> City Council meeting. At that meeting, the City Council reviewed a Prairie Pointe budget document, which is attached under the IT networking purchase agenda item, and which includes a line-item for “Phones, networking equip, etc.”. This line-item includes approximately \$50,000 for a phone system. We have completed our review of phone system options (cloud vs. on-premise) and phone billing costs and are prepared to recommend the attached quote from the City’s IT provider Interdev for a GoToConnect phone system.

The attached quote is for a cloud-based phone system, phones, and three years of service through the GoToConnect phone system provider. The upfront cost is \$16,925 for authorization of the system, training, and installation followed by a three year service/rental contract at \$1,281 monthly plus tax or \$15,372 annually plus tax or \$46,116 plus tax over the life of the three-year contract. The monthly phone bill through GoToConnect should result in a savings of a few hundred dollars per month over the City’s existing phone system and phone bill. Of note, the City is receiving \$300 off the normal cost of the monthly service because it is purchasing the service through a purchasing cooperative called TIPS.

## **Recommendation**

Staff recommends approval of the Interdev phone system quote for installation and the GoToConnect phone service three-year rental/use contract.

**InterDev**

900 Holcomb Woods Pkwy  
Roswell, Georgia 30076  
(770) 643-4400  
www.interdev.com



**We have prepared a quote for you**

**Village of Yorkville GoToConnect Phone System Installation and Services**

QUOTE # 005475 V1

PREPARED FOR

**City of Yorkville, IL**

PREPARED BY

**Jeff Nevins**

## Monthly Recurring Charges

Description	Price	Qty	Ext. Price
<b>Monthly VoIP Phone Service Per Extension MRC</b> Bundled VoIP Phone Extension  Monthly fee Includes one (1) extension, bundled with unlimited minutes, toll-free extra, and one (1) Call Path. All standard Hosted PBX optional features included in cost, such as call forwarding, auto attendants, voicemail, call reports  Includes Softphone use (1) per extension - unified communications client features: Softphone Cell phone app and/or PC Browser Softphone use included in extension monthly cost	\$12.95	79	\$1,023.05
<b>Voice-Standard DID-Monthly Charge</b>	\$0.25	108	\$27.00
<b>Universal Service Fund (VoIP) Taxes</b>	\$0.00	1	\$0.00
<b>Jive Business Continuity with Jive View (Intel NUC 6) [Rental]</b>	\$8.05	1	\$8.05
<b>Interconnected VoIP, Low Usage - Monthly Charge (Fax, Analog Door Phone, etc.)</b>	\$6.95	4	\$27.80
*Universal Service Fees and Sales Tax are State Specific and vary per jurisdiction.  * TIPS Program Membership would allow the City of Yorkville to save \$5.00 per extension. The monthly rate would go from \$17.95 to \$12.95 for a total savings of \$325.00 monthly. (See Attached Brochures)			
<b>T57W IP Phone PoE [Rental]</b>	\$6.35	17	\$107.95
<b>Yealink CP920 Touch-sensitive HD IP Conference Phone [Rental]</b>	\$9.40	5	\$47.00
<b>Yealink EXP50 [Rental]</b>	\$2.95	10	\$29.50
<b>Cisco ATA 192 Multiplatform Analog Telephone Adapter (2 port, w/router) [Rental]</b>	\$2.80	4	\$11.20
<b>Yealink T33G SIP phone w/power supply (Included w/Monthly)</b>	\$0.00	57	\$0.00
Subtotal:			<b>\$1,281.55</b>

## Shipping

Description	Price	Qty	Ext. Price
Shipping <b>Shipping</b>	\$200.00	1	\$200.00
Subtotal:			<b>\$200.00</b>

## Services

Description	Price	Qty	Ext. Price
Installation <b>GoToConnect Phone System Installation Services</b>	\$16,925.00	1	\$16,925.00
<b>Project Management (Telecom)</b>			
<ul style="list-style-type: none"><li>• Manage all aspects of the new VoIP phone system deployment.</li><li>• Weekly communication and reporting with project plan provided to Village of Yorkville designated contacts</li><li>• Act as liaison between client, VoIP Engineering, Carrier Services (ISP), and Client IT department to ensure delivery of optimal network</li><li>• Provide completion of project checklist and findings</li></ul>			
<b>Pre-Install Site Surveys</b>			
<ul style="list-style-type: none"><li>• Per location fee to document and plan for deployment</li><li>• Engineer will gather all data and photos per site to plan for installation.</li><li>• Documentation will be provided to the client prior to deployment to ensure proper hardware and services are in place to integrate with the new phone system.</li><li>• Infrastructure, cabling, ISP services will be examined and documented for compatibility for successful installation of VoIP services.</li><li>• All existing analog devices, fax lines, paging/intercom systems per location to account for ATA/ digital converters needed and confirm compatibility.</li><li>• Gather user list, auto attendants, recordings, hunt groups – all current configurations for seamless integration of new service.</li></ul>			



## Services

Description	Price	Qty	Ext. Price
<p><b>Porting and provisioning of existing Phone Numbers</b></p> <ul style="list-style-type: none"><li>• InterDev will coordinate and confirm port date with existing carriers of phone numbers and new VoIP Provider, GoToConnect including local and toll-free numbers as requested by the Village of Yorkville.</li><li>• InterDev will activate, route and test phone numbers on the port date and onsite installation.</li><li>• Full Installation of Phone System and Services</li><li>• Provisioning of new phone system including all (79) phone system users, sites/E911 locations, department hunt groups, auto-attendant greetings, feature programming, user permissions</li><li>• InterDev will work to integrate all existing Door Phones and Call Boxes</li><li>• Configure Jive Business Continuity with Jive View.</li><li>• Configure (4) ATA Adapters</li><li>• Install and configure button mapping on the Yealink T57W, and T33 models.</li><li>• Configure Yealink CP920 Conference Phones</li><li>• Physical deployment of phone handsets to all Village locations..</li><li>• Call Reporting software implementation.</li><li>• Onsite Testing of phone system quality and features</li></ul> <p><b>Phone System Training</b></p> <ul style="list-style-type: none"><li>• Training of end-users, receptionists, and Administrative Phone Portal</li><li>• Includes (3) hours per site for end-user training. Receptionist and primary call handlers can be prioritized and provided training separately</li><li>• Includes (2) hours of administrative portal training for client designated administrators of the phone system</li></ul> <p><b>Assumptions/Understandings</b></p> <ul style="list-style-type: none"><li>• This represents the entirety of the scope of this project. Any additional work or training will be considered out of scope and billed at the normal \$150.00 hourly rate.</li><li>• A site survey and discovering meeting would be required in order to finalize the pricing.</li></ul>			

(770) 643-4400  
jnevins@interdev.com  
www.interdev.com

## Services

Description	Price	Qty	Ext. Price
Subtotal:			<b>\$16,925.00</b>

## Village of Yorkville GoToConnect Phone System Installation and Services

**Prepared by:**

**InterDev**

Jeff Nevins  
(770) 643-4400  
jnevins@interdev.com

**Prepared for:**

**City of Yorkville, IL**

800 Game Farm Rd  
Yorkville, IL 60560-1133  
Bart Olson  
(630) 553-8537  
bolson@yorkville.il.us

**Quote Information:**

**Quote #: 005475**

Version: 1  
Delivery Date: 06/08/2022  
Expiration Date: 06/26/2022

### Quote Summary

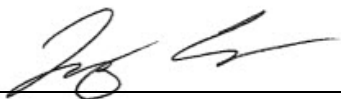
Description	Amount
Monthly Recurring Charges	\$1,281.55
Services	\$16,925.00
Subtotal:	<b>\$18,206.55</b>
Shipping:	<b>\$200.00</b>
Total:	<b>\$18,406.55</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**InterDev**

**City of Yorkville, IL**

Signature: \_\_\_\_\_



Name: Jeff Nevins

Title: Sales Executive

Date: 06/08/2022

Signature: \_\_\_\_\_

Name: Bart Olson

Date: \_\_\_\_\_

## PROPOSAL DETAILS

**Quote #: Q-528819****Contract Term: 39****Prepared for:**

City of Yorkville, IL  
 Bart Olson  
 bolson@yorkville.il.us  
 +17708866700  
 Contract Term: 39

**Billing Address:**

800 Game Farm Rd  
 Yorkville, Illinois 60560-1133  
 United States

**Prepared by:**

Interdev, LLC  
 Rosie Caldon  
 678-672-1519  
 rcaldon@interdev.com

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Cisco ATA 192 Multiplatform Analog Telephone Adapter (2 port, w/router) [Rental]	4	\$4.15	\$5.40	\$2.80	\$11.20
Conference Device User- Monthly Service	5	\$25.95	\$65.00	\$12.95	\$64.75
GoToConnect Standard	74	\$21.00	\$595.70	\$12.95	\$958.30
Interconnected VoIP, Low Usage - Monthly Charge	4	\$12.95	\$24.00	\$6.95	\$27.80
Jive Business Continuity with Jive View (Intel NUC 6) [Rental]	1	\$12.10	\$4.05	\$8.05	\$8.05
T57W IP Phone PoE [Rental]	17	\$9.70	\$56.95	\$6.35	\$107.95
Voice - Standard DID - Monthly Charge	108	\$5.00	\$513.00	\$0.25	\$27.00
Yealink CP920 Touch-sensitive HD IP Conference Phone [Rental]	5	\$14.15	\$23.75	\$9.40	\$47.00
Yealink EXP50 [Rental]	10	\$4.40	\$14.50	\$2.95	\$29.50

*\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

<b>Savings</b>	<b>Sub Total</b>
\$1,302.35	\$1,281.55
<b>Estimated Taxes*</b>	\$212.91
<b>Monthly Total</b>	<b>\$1,494.46</b>

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Voice Number DID Port - Configuration Fee	108	\$5.00	\$540.00	\$0.00	\$0.00
Yealink T33G SIP phone w/power supply	40	\$119.00	\$4,760.00	\$0.00	\$0.00



*\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.*

Savings	Sub Total
\$5,300.00	\$0.00
Estimated Taxes*	\$0.00
Today's Total	\$0.00

Today's Total  
**\$0.00**

Monthly Total  
**\$1,494.46**

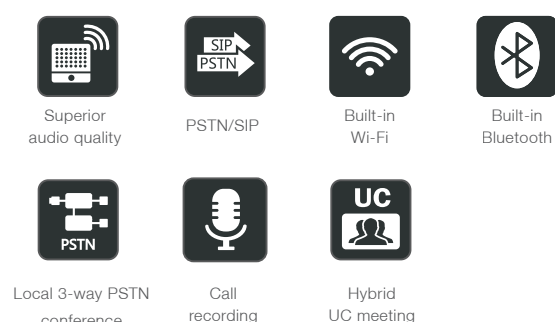
Hardware Specs

PRODUCT NAME	IMAGE	DESCRIPTION
Cisco ATA 192 Multiplatform Analog Telephone Adapter (2 port, w/router) [Rental]	No Image Available.	
Jive Business Continuity with Jive View (Intel NUC 6) [Rental]	No Image Available.	Jive Business Continuity Intel NUC(BOXNUC5PGYH0AJ) and Flash Drive (SDCZ43-016G-A46)
T57W IP Phone PoE [Rental]		Product Description: Especially designed for busy executives and professionals, Yealink SIP-T57W is an easy-to-use Prime Business Phone with an adjustable 7-inch multi-point touch screen and 29 one-touch DSS keys. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T57W IP Phone ensures you to keep up with the modern wireless technology. Its built-in USB 2.0 port allows for a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection.
Yealink CP920 Touch-sensitive HD IP Conference Phone [Rental]		the Yealink Touch-sensitive HD IP Conference Phone CP920. With user-centric design philosophy, this new release from Yealink combines simplicity of use with sophistication of features, perfect for small to medium conference rooms.
Yealink EXP50 [Rental]	No Image Available.	
Yealink T33G SIP phone w/power supply	No Image Available.	



## Touch-sensitive HD IP Conference Phone

It is time to optimize your conference room with Yealink modern conference phone – the Yealink Touch-sensitive HD IP Conference Phone CP920. With user-centric design philosophy, this new release from Yealink combines simplicity of use with sophistication of features, being perfect for small to medium conference room. In regard of its crystal-clear audio quality, your conversation will sound natural and bright anywhere with well-designed CP920. The Yealink CP920 can be not only paired with your mobile staff – smartphone or PC/tablet via Bluetooth, but also is a good choice for the companies that use a public switched telephone network (PSTN) after combining with CPN10 PSTN Box. As a valuable complement for your conference room, CP920 conference phone strikes an excellent balance between ease-of-use and powerful features, giving you a simply and clearly engaging business conference experience.



### Key Features and Benefits

#### Sensitive Touch, Elegant Control

This Y-shape phone released from Yealink, representing the first letter Y of Yealink, owns a sensitive touch keypad which perfectly cancels the keypad noise and facilitates your conference room experience by simply putting all of the key conferencing functions at your fingertips.

#### Superior Audio Quality

The Yealink CP920 conference phone, marrying the Yealink Noise Proof Technology, unburdens the business conversation by reducing annoying noise and minimizing distractions to set audio experience into a new level. Thanks to its built-in 3-microphone array, CP920 owns a 20-foot (6-meter) and 360-degree voice pickup range as if all participants are sitting across the table from each other!

#### Simultaneous Analog-plus-IP

To protect business owner's investments by supporting the migration to VoIP, CP920 allows you to connect Yealink PSTN box CPN10 with traditional analog phone lines. Without purchasing any extra PSTN server, just cascading two CPN10 can directly implement local three-way PSTN conference and offers flexible modes for business users: analog, IP or simultaneous analog-plus-IP.

#### Hybrid UC Meeting

With Yealink CP920, up to five parties can join a conference call from different locations, helping your company cut costs and save time. Pairing Yealink CP920 with your smartphone or PC/tablet via Bluetooth allows you to turn the Yealink CP920 into a loudspeaker or microphone with ease. In addition, you can merge your smartphone or PC/tablet, SIP call and PSTN call into one hybrid UC meeting.

- Optimal HD audio, full duplex technology
- Yealink Noise Proof Technology
- 20-foot (6-meter) and 360-degree voice pickup
- Built-in 3-microphone array
- Sensitive touch keypad
- 3.1" 248x120-pixel graphical LCD with backlight
- Power over Ethernet
- 5-way conference call
- Hybrid UC meeting
- Built-in Wi-Fi (2.4GHz, 802.11.b/g/n)
- Built-in Bluetooth 4.0
- Local USB call recording
- Local 3-way PSTN conference via Yealink CPN10

### Audio features

- Optimal HD audio
- Yealink Noise Proof Technology
- Smart Noise Filtering
- Background noise suppression
- 20-foot (6-meter) microphone pickup range
- Apply to small to medium conference room
- Built-in 3-microphone array, 360-degree voice pickup
- 56mm diameter and 5w speaker
- Full-duplex speakerphone with AEC
- Echo cancellation tail length is up to 320ms
- Codecs: G722, G722.1C, G726, G.729, G.729A, G723, iLBC, Opus, PCMA, PCMU
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- VAD, CNG, PLC, AJB, AGC

### Phone features

- 1 VoIP account
- Call hold, mute, DND, call recording, hotline
- 5-way conference call
- Flash
- Redial, call waiting, emergency call
- Call forward, call transfer, call return, dial plan
- Ring tone selection/import/delete
- Set date time manually or automatically
- Volume adjustment
- Pairing via Bluetooth

### Directory

- Local phonebook up to 1000 entries
- XML/LDAP remote phonebook
- Intelligent search method
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded
- Black list

### IP-PBX features

- Intercom
- Multicast paging
- Anonymous call

- Anonymous call rejection
- Voice mail
- Distinctive ringtone
- Call pickup

### Display

- 3.1" 248x120-pixel graphical LCD with backlight
- 25 total keys: 4 soft keys, off-hook key, on-hook key, 12-key numerical keypad, Bluetooth, mute, volume keys, 2 navigation keys, OK key
- Phone lock
- Multilingual user interface
- Caller ID with name and number

### Interface

- 1 x RJ45 10/100M Ethernet port
- Built-in Wi-Fi (2.4GHz, 802.11 b/g/n)
- Built-in Bluetooth 4.0
- Power over Ethernet (IEEE 802.3af), class 3
- 1 x USB 2.0 port
- 1 x Security slot

### Network and security

- SIP v1 (RFC2543), v2 (RFC3261)
- SIP server redundancy supported
- IPv4/IPv6
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV (RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS, DSCP
- SRTP for voice encryption
- Transport Layer Security (TLS)
- HTTPS certificate manager
- AES encryption for configuration file
- Digest authentication using MD5/MD5-sess
- OpenVPN, IEEE802.1X

### Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Zero-sp-touch, TR-069
- Reset to factory, reboot
- Package tracing export, system log

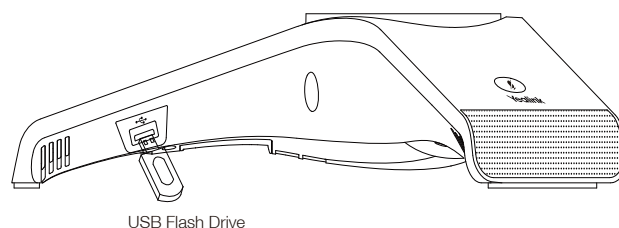
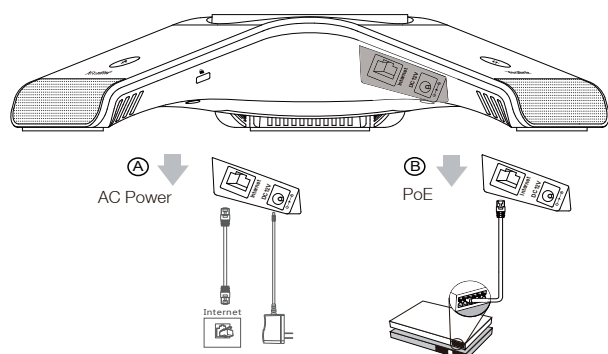
### Other physical features

- Color: Space Silver
- External Yealink power adapter: AC 100~240V input and DC 12V/1A output
- Power consumption (PSU): 3w-3.8w
- Power consumption (PoE): 3.9w-7.6w
- Dimension (W\*D\*H): 307.8mm\*298.5mm\*66.9mm
- Operating humidity: 10~90%
- Storage temperature: -10~40°C (+14~104°F)

### Package features

- Package content:
  - Yealink CP920 IP conference phone
  - Ethernet Cable (7.5m CAT5E UTP cable)
  - Quick Start Guide
  - Yealink Power Adapter
- Qty/CTN: 5 PCS
- N.W/CTN: 8.046 kg
- G.W/CTN: 9.062 kg
- Giftbox size: 336mm\*364mm\*112mm
- Carton Meas: 587mm\*348mm\*376mm

### Compliance





## About Yealink

Yealink is a global leading provider of enterprise communication and collaboration solutions, offering video conferencing service to worldwide enterprises. Focusing on research and development, Yealink also insists on innovation and creation. With the outstanding technical patents of cloud computing, audio, video and image processing technology, Yealink has built up a panoramic collaboration solution of audio and video conferencing by merging its cloud services with a series of endpoints products. As one of the best providers in more than 140 countries and regions including the US, the UK and Australia, Yealink ranks No.1 in the global market share of SIP phone shipments.

## Copyright

Copyright © 2020 YEALINK(XIAMEN) NETWORK TECHNOLOGY CO., LTD.

Copyright © 2020 Yealink(Xiamen) Network Technology CO., LTD. All rights reserved. No parts of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, photocopying, recording, or otherwise, for any purpose, without the express written permission of Yealink(Xiamen) Network Technology CO., LTD.

## Technical Support

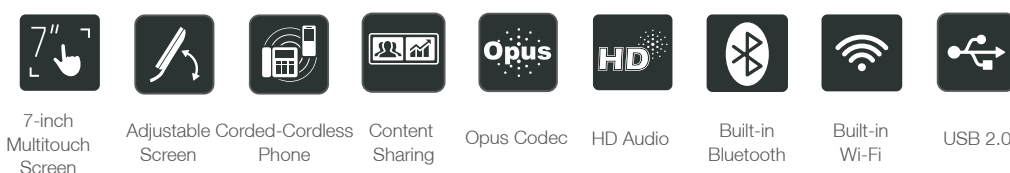
Visit Yealink WIKI (<http://support.yealink.com/>) for firmware downloads, product documents, FAQ, and more. For better service, we sincerely recommend you to use Yealink Ticketing system (<https://ticket.yealink.com>) to submit all your technical issues.



YEALINK(XIAMEN) NETWORK TECHNOLOGY CO.,LTD.  
Web: [www.yealink.com](http://www.yealink.com)  
Addr: No.1 Ling-Xia North Road, High Tech Park,  
Huli District, Xiamen, Fujian, P.R. China  
Copyright©2020 Yealink Inc. All right reserved.

## Prime Business Phone to Deliver Optimum Desktop Productivity

Especially designed for busy executives and professionals, Yealink SIP-T57W is an easy-to-use Prime Business Phone with an adjustable 7-inch multi-point touch screen that you can not only easily and flexibly find the comfortable viewing angle according to the personal and environmental needs, but also get a rich visual presentation and easy navigation with just one-touch. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T57W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection. Benefitting from these features, the Yealink SIP-T57W is a powerful and expandable office phone that delivers optimum desktop efficient and productivity.



### Key Features and Benefits

#### Outstanding User Experience

Yealink SIP-T57W IP Phone features an adjustable 7-inch capacitive touch screen that you can readily adjust it to the comfortable viewing angle according to yourself. In addition, clearly defined set of menus is easy to navigate through when all you have to do is touching the desired option, that ensuring you an optimized interface for a smartphone-like user experience.

#### HD Audio

The SIP-T57W is coupled with the latest version of Yealink Optimal HD Voice technologies, including Yealink Acoustic Shield technology, that effectively eliminate background distractions and noises, deliver crystal clear voice even in a noisy environment. Meanwhile, complying with the latest Hearing Aid Compatibility (HAC) Regulations, its HAC handset helps the person who is with hearing loss to hear the voice more clearly.

#### Wireless Transmission

Yealink SIP-T57W IP Phone not only furnish you with the built-in Bluetooth 4.2 for Bluetooth headsets and mobile contacts synchronization, but also the built-in dual band Wi-Fi for Wi-Fi connectivity, allowing you to access the 5G Wi-Fi connectivity handily. Also if you want to expand your horizons for busy environments, or, share one phone system with your small team by adding multiple handsets, just simply turn your IP phone to the corded-cordless phone via DECT technology. Moreover, the IP phone can function with Yealink VC Desktop together to share content from your laptop, making collaboration much easier than before.

#### High Expandability

A built-in USB 2.0 port allows you to enjoy USB call recording via USB flash drive. Via this USB port, you also can connect wired/wireless USB headset without connecting Yealink EHS36 anymore, and connect up to 3 Yealink expansion modules EXP50 which can be programmed with up to 180 paperless DSS keys.

#### Efficient Installation and Provisioning

The Yealink SIP-T57W supports efficient provisioning and effortless mass deployment with Yealink's Redirection and Provisioning Service (RPS) and Boot mechanism to help you realize the Zero Touch Provisioning without any complex manual settings. Furthermore, a unified firmware and auto-p template that applies to T53/T53W/T54W/T57W phone models, saves even more time and costs for businesses, as well as simplifies the management and maintenance.

- 7" 800 x 480 capacitive adjustable touch screen
- Adjustable LCD screen
- Dual firmware images
- T53/T53W/T54W/T57W firmware unified
- Built-in Bluetooth 4.2
- Built-in dual band 2.4G/5G Wi-Fi (802.11a/b/g/n)
- USB 2.0 port for USB recording, wired/wireless USB headsets and EXP50
- Up to 16 VoIP accounts
- Dual-port Gigabit Ethernet
- PoE support
- HAC Handset
- Paperless label design
- Wall mountable

### Audio Features

- HD voice: HD handset, HD speaker
- Hearing aid compatible (HAC) handset
- Acoustic Shield
- Smart Noise Filtering
- Audio codec: Opus, G.722, PCMU (G.711A), PCMA (G.711μ), G.729, G.729A, G.729B, G.729AB, G.726, G.723.1, iLBC
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- 16 VoIP accounts
- One-touch speed dial, hotline
- Call forward, call waiting, call transfer
- Mute, DND, call hold, redial, call return, auto answer
- Group listening, SMS, emergency call
- 10-way conferencing
- Direct IP call without SIP proxy
- Ring tone selection/import/delete
- Set date time manually or automatically
- Dial plan, XML Browser, Action URL/URI
- RTCP-XR (RFC3611), VQ-RTCPXR (RFC6035)
- Built-in dual band Wi-Fi:
  - Network standard: IEEE802.11a/b/g/n
  - Transmission rate: Up to 433Mbps (dynamic)
  - Frequency range: 2.4GHz/5.0GHz
- Built-in Bluetooth for:
  - Bluetooth headset,
  - Mobile contacts synchronization
  - Bluetooth call
  - Simultaneous connection of one headset and one mobile phone
- USB port (2.0 compliant) for:
  - Wired/wireless USB headset
  - USB call recording through USB flash drive
  - Color-screen expansion modules EXP50 (up to 3)
  - Wireless Headset Adapter EHS40
- USB/Bluetooth connectivity to Yealink CP900/CP700 speakerphone, USB connectivity to Yealink UH36 headset:
  - Basic functions: Answer / end, call mute
  - Enhanced function: audio optimization, redial, call hold, volume synchronization, multiple calls control
- Content Sharing (via Yealink VCD)
- Enhanced DSS key

### Directory

- Local phonebook up to 1000 entries
- Black list
- XML/LDAP remote phonebook
- Smart dialing
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded

### Corded-Cordless Phone (via DECT Dongle DD10K)

- Up to 4 DECT cordless handsets
- Up to 4 concurrent calls
- Support Yealink W52H/W53H/W56H/DD Phone/CP930W
- Slave Handset for Master Deskset

### IP-PBX Features

- Busy Lamp Field (BLF), Bridged Line Appearance (BLA)
- Anonymous call, anonymous call rejection
- Hot-desking, voice mail
- Flexible seating, Executive and Assistant
- Call park, call pickup
- Centralized call recording, call recording

### Display and Indicator

- 7" 800 x 480 capacitive adjustable touch screen
- LED for call and message waiting indication
- Dual-color (red or green) illuminated LEDs for line status information
- Wallpaper
- Intuitive user interface with icons and soft keys
- Multilingual user interface
- Caller ID with name, number and photo
- Screensaver
- Power saving

### Feature keys

- 29 one-touch DSS keys
- 7 feature keys: hold, transfer, message, headset, mute, redial, speakerphone
- Volume control keys
- Illuminated mute/headset/hands-free speakerphone key

### Interface

- Dual-port Gigabit Ethernet
- Power over Ethernet (IEEE 802.3af)
- 1 x USB port (2.0 compliant)
- 1 x RJ9 (4P4C) handset port
- 1 x RJ9 (4P4C) headset port

### Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Broadsoft device management
- Zero-sp-touch, TR-069
- Phone lock for personal privacy protection
- Reset to factory, reboot
- Package tracing export, system log

### Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy supported

- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV(RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- SRTP for voice
- Transport Layer Security (TLS 1.3)
- HTTPS certificate manager
- AES encryption for configuration file (AES256)
- Digest authentication using MD5/MD5-session
- OpenVPN, IEEE802.1X, L2TP VPN
- IPv6, LLDP/CDP/DHCP VLAN, ICE
- WPA2/WPA3
- Secure boot
- GARP (Generic Attribute Registration Protocol)

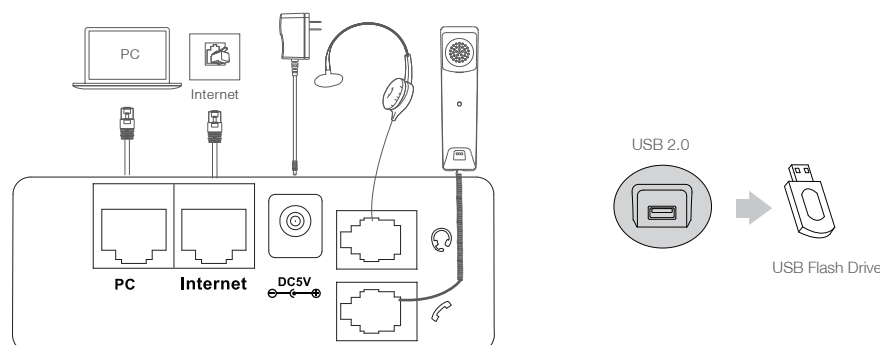
### Other Physical Features

- Color: Classic Grey
- Wall mountable (optional)
- External Yealink AC adapter (optional):
  - AC 100~240V input and DC 5V/2A output
- USB output currency: 5V  $\approx$  500mA
- Power consumption (PSU): 3.2W-6.3W
- Power consumption (PoE): 4.0W-7.8W
- Dimension (W\*D\*H\*T):
  - 259.4mm\*220mm\*211mm\*44.5mm
- Operating humidity: 10~95%
- Operating temperature: -10~50°C (+14~122°F)

### Package Features

- Package content:
  - Yealink SIP-T57W IP phone
  - Handset with handset cord
  - Ethernet Cable
  - Stand
  - Quick Start Guide
  - Power Adapter (Optional)
- Qty/CTN: 5 PCS
- N.W/CTN: 8.86 kg
- G.W/CTN: 9.79 kg
- Giftbox size: 324 mm\*293 mm\*128 mm
- Carton Meas: 680 mm\* 303 mm\*342 mm

### Compliance





## About Yealink

Yealink (Stock Code: 300628) is a global brand that specializes in video conferencing, voice communications and collaboration solutions with best-in-class quality, innovative technology and user-friendly experience. As one of the best providers in more than 140 countries and regions, Yealink ranks No.1 in the global market share of SIP phone shipments (Global IP Desktop Phone Growth Excellence Leadership Award Report, Frost & Sullivan, 2019).

## Copyright

Copyright © 2021 YEALINK(XIAMEN) NETWORK TECHNOLOGY CO., LTD.

All rights reserved. No parts of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, photocopying, recording, or otherwise, for any purpose, without the express written permission of Yealink(Xiamen) Network Technology CO., LTD.

## Technical Support

Visit Yealink WIKI (<http://support.yealink.com/>) for firmware downloads, product documents, FAQ, and more. For better service, we sincerely recommend you to use Yealink Ticketing system (<https://ticket.yealink.com>) to submit all your technical issues.



YEALINK(XIAMEN) NETWORK TECHNOLOGY CO., LTD.

Web: [www.yealink.com](http://www.yealink.com)

Addr: No.1 Ling-Xia North Road, High Tech Park,  
Huli District, Xiamen, Fujian, P.R.C

Copyright©2021 Yealink Inc. All rights reserved.

### Entry-level IP Phone with 4 Lines & Color LCD

An entry-level color screen IP phone with high performance, Yealink SIP-T33G offers support for 4 lines and includes local 5-way conferencing. For its fashionable appearance as well as an extra-large 320x240-pixel color display with backlight, it brings comfortable operation experience and clear visual experience for users. Designed with a new powerful chip, it helps greatly improved work efficiency. Additional features include a dual-port Gigabit Ethernet with integrated PoE, EHS35 support for Yealink wireless headset, and adjustable multi-angle stand support. These features allow the SIP-T33G to be a high-quality but cost-effective classic IP phone that maximizes productivity in both small and large office environments.



Unified  
Firmware



Color Screen



Elegant  
Industrial Design



EHS



Device  
Management



HD



Opus



5-way  
Conferencing



### Key Features and Benefits

#### Stronger Performance, More Possibilities

Equipped with powerful chip, the T3 series owns a stronger computing ability and more upgraded functions, which ensures a higher productivity and smoother office experience. Due to great performance, T3 series is capable to extend more services for different business demands.

#### Superior HD Audio, Better Communication

The Yealink T3 series provides distraction-free communications with industry leading Smart Noise Filtering Technology, which delivers excellent sound quality without extraneous noises and allows fluent conversations.

#### Classic Design, Practical Details

Designed by Yealink original team, T3 series inherits the design concept of Yealink IP phone family. The advanced design including modern appearances and ergonomic details enables easier and friendly operation experience to users.

#### All in One Platform, Convenient Management

Proven reliability and integrations for Yealink Device Management Platform, installed the unified firmware, T3 series is simple to deploy and manage, which allows a significant reduction in the operation and maintenance cost.

- Yealink HD Voice
- 2.4" 320 x 240-pixel color display with backlight
- Dual-port Gigabit Ethernet
- PoE support
- Opus codec support
- Up to 4 SIP accounts
- Local 5-way conferencing
- Support EHS Wireless Headset
- Unified Firmware
- Support YDMP/YMCS
- Stand with 2 adjustable angles
- Wall mountable

### Audio Features

- HD voice: HD handset, HD speaker
- Smart Noise Filtering
- Wideband codec: Opus, G.722
- Narrowband codec: G.711(A/μ), G.723.1, G.729, G.729A, G.726, iLBC
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- 4 VoIP accounts
- Call hold, mute, DND
- One-touch speed dial, hotline
- Call forward, call waiting, call transfer
- Group listening, SMS, emergency call
- Redial, call return, auto answer
- Local 5-way conferencing
- Direct IP call without SIP proxy
- Ring tone selection/import/delete
- Set date time manually or automatically
- Dial plan
- XML Browser, action URL/URI
- Integrated screenshots
- RTCP-XR, VQ-RTCPXR
- Enhanced DSS Key

### Directory

- Local phonebook up to 1000 entries
- Black list
- XML/LDAP remote phonebook
- Smart dialing
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded

### IP-PBX Features

- Busy Lamp Field (BLF), Bridged Line Appearance (BLA)
- Anonymous call, anonymous call rejection
- Hot-desking, voice mail
- Flexible seating
- Call park, call pickup
- Executive and Assistant
- Centralized call recording
- Visual voice mail
- Call recording

### Display and Indicator

- 2.4" 320 x 240-pixel color display with backlight
- 16 bit depth color
- LED for call and message waiting indication
- Dual-color (red or green) illuminated LEDs for line status information
- Wallpaper
- Intuitive user interface with icons and soft keys
- Multilingual user interface
- Caller ID with name and number
- Screensaver
- Power saving

### Feature keys

- 4 line keys with LED
- 4 line keys can be programmed up to 12 paper-less DSS keys (4-page view)
- 5 features keys: message, headset, redial, mute, hands-free speakerphone
- 6 navigation keys
- Volume control keys

### Interface

- Dual-port Gigabit Ethernet
- Power over Ethernet (IEEE 802.3af), class 2
- 1 x RJ9 (4P4C) handset port
- 1 x RJ9 (4P4C) headset port

### Other Physical Features

- Color: Classic Grey
- Wall mountable
- External Yealink AC adapter  
AC 100~240V input and DC 5V/600mA output
- Power consumption (PSU): 2-3W
- Power consumption (PoE): 3.5-5W
- Dimension (W\*D\*H\*T):  
212mm\*186mm\*146mm\*42mm
- Operating humidity: 10~95%
- Operating temperature: -10~50°C (+14~122°F)

### Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Zero-sp-touch, TR-069
- Phone lock for personal privacy protection
- Reset to factory, reboot
- Package tracing export, system log

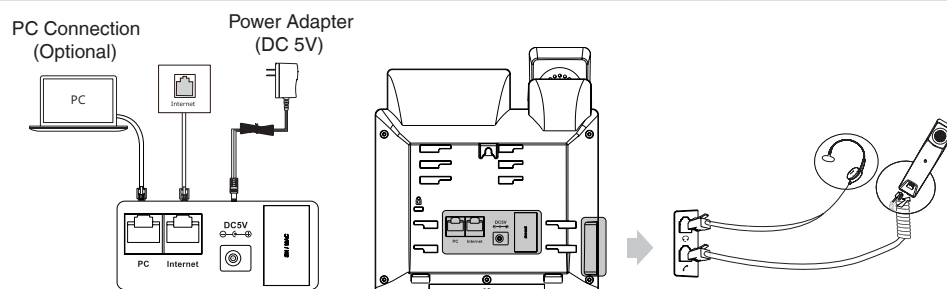
### Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy supported
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV (RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- SRTP for voice
- Transport Layer Security (TLS)
- HTTPS certificate manager
- AES encryption for configuration file
- Digest authentication
- OpenVPN, IEEE802.1X
- IPv6
- LLDP/CDP/DHCP VLAN
- ICE

### Package Features

- Package content:
  - Yealink SIP-T33G IP phone
  - Handset with handset cord
  - Ethernet Cable (1.5m CAT5E UTP Cable)
  - Stand
  - Quick Start Guide
  - Power Adapter (Optional)
- Qty/CTN: 10 PCS
- N.W/CTN: 9.56 kg
- G.W/CTN: 10.52 kg
- Giftbox size: 238 mm\*210 mm\*103 mm
- Carton Meas: 535 mm\*443 mm\*250 mm

### Compliance



### Learn More

To find out how Yealink solutions can help your organization, visit us at [www.yealink.com](http://www.yealink.com) or mail to [sales@yealink.com](mailto:sales@yealink.com).

## About Yealink

Yealink is a global leading provider of enterprise communication and collaboration solutions, offering video conferencing service to worldwide enterprises. Focusing on research and development, Yealink also insists on innovation and creation. With the outstanding technical patents of cloud computing, audio, video and image processing technology, Yealink has built up a panoramic collaboration solution of audio and video conferencing by merging its cloud services with a series of endpoints products. As one of the best providers in more than 140 countries and regions including the US, the UK and Australia, Yealink ranks No.1 in the global market share of SIP phone shipments.

## Copyright

Copyright © 2020 YEALINK(XIAMEN) NETWORK TECHNOLOGY CO., LTD.

Copyright © 2020 Yealink(Xiamen) Network Technology CO., LTD. All rights reserved. No parts of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, photocopying, recording, or otherwise, for any purpose, without the express written permission of Yealink(Xiamen) Network Technology CO., LTD.

## Technical Support

Visit Yealink WIKI (<http://support.yealink.com/>) for firmware downloads, product documents, FAQ, and more. For better service, we sincerely recommend you to use Yealink Ticketing system (<https://ticket.yealink.com>) to submit all your technical issues.



YEALINK(XIAMEN) NETWORK TECHNOLOGY CO.,LTD.  
Web: [www.yealink.com](http://www.yealink.com)  
Addr: No.1 Ling-Xia North Road, High Tech Park,  
Huli District, Xiamen, Fujian, P.R.C  
Copyright©2020 Yealink Inc. All right reserved.

[Back to Legal](#)

## Service Descriptions for GoTo Services

These Service Descriptions, together with the applicable Order, the Terms of Service available at: <https://www.goto.com/company/legal/terms-and-conditions>, and, if applicable, the Regional Supplement available at <https://www.goto.com/company/legal/regional-supplement>, form the “Agreement” applicable to the Services to which you have subscribed. Unless prohibited by applicable law, we reserve the right to update these Service Descriptions from time to time without notice to you. Except as otherwise set forth in the Terms of Service or the Regional Supplement, your continued access to and use of the Services will indicate your acceptance of the then-current Terms of Service.

GoTo Services are provided by the appropriate GoTo Contracting Entities as set forth here: <https://www.goto.com/company/legal/contracting-entities>.

**Collaboration  
Communications**

[GoTo Meeting](#)  
[join.me](#)  
[Messenger](#)  
[GoTo Room](#)  
[GoTo Webinar](#)  
[GoTo Stage](#)  
[GoTo Webcast](#)

**Customer Engagement  
Support**

[GoToAssist](#)  
[GoToAssist Corporate](#)  
[GoToAssist Remote Support](#)  
[GoToAssist Service Desk](#)  
[Rescue](#)  
[Rescue Live Lens](#)  
[Rescue Live Guide](#)

**Identity & Access  
Management**

[LastPass Business](#)  
[LastPass SSO](#)  
[LastPass MFA](#)  
[LastPass Teams](#)  
[LastPass Premium and](#)  
[LastPass Families](#)  
[Central](#)

**Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



**Last Updated: July, 2021**  
**(2021.v3)**

### **General Information Definitions**

**Use Levels.** Use Levels means the model by which we measure, price and offer the Services as set forth on the applicable price list, Order, and/or Service Description. You are responsible for designating and managing your Users and their use of the Services in accordance with the Agreement and the Use Levels set forth in the Order and/or the Service Descriptions. Each User must have a unique Named User ID that may not be shared among Users. The Customer Administrator may reassign a reasonable number of Users, NACs, or Concurrent Seats, from time to time, and following any reassignment the previously designated User, NACs, or Concurrent Seat shall no longer be entitled to access the Service without incurring additional Fees. We reserve the right to review your usage, in our sole discretion, determine if you are exceeding the appropriate Use Levels, and, subject to applicable law:: (i) suspend your access to the Services; (ii) terminate the Service; and/or (iii) invoice you for actual usage. Should we suspect that any User information is not accurate, current or complete, we reserve the right to suspend or terminate your or your User's usage of the Services.

**Definitions.** All terms not otherwise defined herein shall have the meanings set forth in the Agreement. For any conflict between these Service Descriptions and the terms in any other component of the Agreement, the terms below control for the applicable Service only.

- **Administrator** means an individual you designate (or by default, the authorized signatory of the Agreement) who manages the Administration Center including, but not limited to, designating any NAU.
- **Administration Center** means a portal for Administrators that provides end-user and account-management tools. and a centralized control for administration and

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- **Named Authorized Computers, or NACs** means designated host computers, whether physical or virtual machines, that may be accessed in accordance with the GoToMyPC Service.
- **Named User ID** means the unique identifier of each designated individual or NAC authorized to use the Services. A Named User ID must be unique and may not be of a generic nature (e.g., [john.doe@goto.com](mailto:john.doe@goto.com) is a unique Named User ID; whereas [user1@goto.com](mailto:user1@goto.com), or [trainer@goto.com](mailto:trainer@goto.com) are examples of generic user identifiers).
- **User or Unit** means, individually or collectively, NAU, NAAU, and/or NAC.

**Alternative Subscription Models.** Alternative subscription models describe non-standard ways that Services may be used, provisioned or billed.

- **Concurrent Seat** means a subscription model for certain Services under which multiple Named User IDs are permitted to log in consecutively to an active Concurrent Seat.
- **Bundle Subscription** means the method by which you subscribe to multiple Services for a specific number of Universal Users. Bundle Subscriptions are predefined and priced.
- **Universal User** means those designated individuals who may access and use multiple Services in accordance with the Agreement. Each Universal User must have a Named User ID, and the total number of Universal Users may not exceed the aggregate number of Bundle subscriptions.
- **Flexible Use Models** refer to a variety of alternative billing models intended to allow customers with variable or seasonal usage patterns to maintain an active account with us without committing themselves to monthly or annual expenses that exceed their need. The currently available models are set forth below and may not be available for all Services.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- **Event-based Flex Subscription:** For available Services, you may maintain an active account with us by paying a reduced monthly subscription fee and making purchases on a per-event basis.
- **Site License** means the purchase of a single subscription to the applicable Service that provides you with use of the Service for every employee within one or more defined company domains at a flat fee. The Site License pricing and any associated fees are calculated based on the number of employees within the domain(s), not the number of those employees who actually use the Service. Upon renewal of the Service, we may adjust the Site License fee to reflect a change in the number of employees within the domain(s). Your initial maximum employee count will be as set forth in the "Services and Fee Summary" section of the applicable Order.

**Customer and Technical Support.** Support is available at <https://support.goto.com/>.

**Training.** We may make available to you online training sessions for individuals who are Named Authorized Users or authorized by you to access the Services. Additional fees may apply.

**Privacy Policy.** Unless otherwise noted in the applicable Service Description, the Privacy Policy located at <https://www.goto.com/company/legal/privacy> applies.

**Additional Services:** For Services no longer available for purchase, the Service Description last applicable to such Service shall apply.

### **Communications Collaboration**

**Communications Collaboration Services** are online communication services that enable individuals and organizations to easily, securely and cost-effectively interact using a rich set of features which varies by Service offering and may include: desktop screen sharing, HDFaces video conferencing, and integrated audio. The Services are delivered via web browser, mobile application, or client executable, through a globally distributed network of proprietary hardware and software, hosted and operated by GoTo, its affiliates, and

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- **GoTo Meeting** enables users to schedule, convene and moderate meetings using the GoTo Meeting web site, mobile application, or executable customer software.
- join.me enables users to schedule, convene and moderate meetings using the join.me web site, mobile application, or executable customer software.
- **GoTo Meeting Messenger** enables GoTo Meeting customers to initiate out-of-meeting chat sessions and engage in one-on-one or group chat sessions. Users can invite non-GoTo Meeting customers to use Messenger and such users must create an identity with GoTo prior to using Messenger.
- **GoTo Room**
  - **Overview.** GoTo Room allows you to configure a video conferencing solution in your physical conference room. The Service includes: (i) a hardware kit; (ii) a seat of GoTo Room which allows for “Meet Now” functionality or attending/starting GoTo Meeting sessions subject to the Terms of Service located at <https://www.goto.com/company/legal/terms-and-conditions>; and (iii) limited technical support. Each conference room is a Named User ID for purposes of the NAU definition and is not considered a generic user. The hardware kit consists of third-party manufactured, off-the-shelf components including an audio device, video camera, computing device, input device (e.g., touch panel or keyboard and mouse), and an instruction sheet for installation (the “Kit”). GoTo orders the Kit on your behalf and you consent to the sharing of your required information for this purpose. A distributor of GoTo’s choosing will configure and deliver the Kit to you. GoTo will process your order and generate a tracking number within seven business days from order placement, however actual delivery times may vary depending on the delivery location. The Kit will be delivered with GoTo Room preloaded for immediate use.
  - **Kit Warranties.** You take delivery of and title to the Kit directly from the distributor and any licenses or warranties from the manufacturer of the

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

Dolby Voice Client software, available at <https://www.goto.com/company/legal/dvc-eula>, are incorporated by reference. In addition, if you entered into any lease or Room-as-a-Service ("RaaS") purchase of Dolby equipment as part of your GoTo Room purchase on or before August 3, 2020, whether separately listed on the Order or bundled with Services, the lease terms at <https://www.goto.com/company/legal/dolby-lease> apply to such lease and are incorporated by reference.

- **GoTo Room-as-a-Service Purchases.** If you are purchasing any GoTo Room Kit as part of a GoTo Room RaaS offering, the GoTo Room-as-a-Service (RaaS) Terms, available at <https://www.goto.com/company/legal/lmi-raas>, apply to such purchase.
- **Technical Support.** GoTo will provide standard customer and technical support consistent with the support level for GoTo Meeting Plus, and Level 1 support for the Kit. Support is available at the Product Support Portal located at <https://support.goto.com/>.
- **GoTo Webinar** enables organizations to conduct do-it-yourself, one-to-many information presentation events reaching local and global Attendees over the Internet. Webinars are scheduled, convened and moderated using the GoTo Webinar web site and/or executable customer software.
- **GoTo Stage** is an online video hosting platform designed to enable individuals and organizations to manage and share the Content they create, as well as view Content created by others. By posting or sharing Content on GoTo Stage, you agree that such Content may be hosted, distributed or broadcast by GoTo, and consent to it being archived by GoTo until removed by you, even after you cease to be a customer. As a viewer, you will be required to create an identity to access relevant and recommended content and you agree to share your viewing history and preferences with GoTo and content creators, subject to GoTo's [Privacy Policy](#).

GoTo Suite

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



- **Customer Content.** We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove Content that violates the Terms of Service, or any applicable policies, laws, or regulations. You acknowledge and agree that: (i) you are solely responsible for all Content created, transmitted or displayed while using the GoTo Webcast Service, and for any loss or damage suffered by us or any third party relating to the Content; and (ii) we have no responsibility or liability for deletion or failure to store the Content and other communications maintained or transmitted through use of the GoTo Webcast Service.
- **Technical Support.** GoTo Webcast includes Event support through the Attendee Resource Portal and Presenter Resource Portal, web-based searchable knowledge bases; and FAQs, Live Chat, and Interactive Voice Response for Attendees and presenters. You can access these support options through your GoTo Webcast account.
- **Event Services** is a consulting and support service that assists with planning and delivery of webinars or trainings. Event Services includes assignment of an event producer and may be purchased at a specific Service level. Event Services shall be invoiced upon ordering, are not eligible for refunds and expire if not fully used within 12 months of date of the Order. Additional fees may apply for orders placed, changed, or cancelled within 72 business hours of scheduled event. You agree that all Event Services provided by us are for your benefit only, and you are solely responsible for all content of your webinars and trainings. You are not permitted to resell, share, distribute or otherwise disclose any advice or instruction provided by us in connection with the Event Services.
- **GoTo Training** enables users to schedule, convene and moderate training sessions using the GoTo Training web site or executable customer software.

### **Enhanced Audio Services**

#### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- **Use of Service.** We reserve the right to review your usage of the Enhanced Audio Services to determine abnormal usage, or any usage that violates the Agreement. We may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If we determine that you are engaging in abnormal use or use that otherwise violates the Agreement, we may, in our sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, suspend, and/or terminate your Enhanced Audio Services with or without notice. If we believe that you have used the Enhanced Audio Services for unlawful purposes, we may immediately terminate your Agreement with or without notice and forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
- **Termination of Enhanced Audio Services in Conjunction with Services.** In the event Customer terminates its subscription of GoTo Meeting, join.me, GoTo Webinar or GoTo Training in accordance with the terms of the Agreement, your Enhanced Audio Services shall also terminate, and we will refund to you any prepaid but unused Fees.
- **Enhanced Audio** provides U.S. and international toll free numbers solely for use as an integrated, additional audio option with GoTo Meeting, join.me, GoTo Webinar and GoTo Training (and requires a corresponding subscription for those services that must remain active for Enhanced Audio to be used). Fees are charged on a per-minute, per-line usage basis at the rates set forth in the Order.
- **Enhanced Audio Flat Rate** is available for integrated use with GoTo Meeting (may not be available for all GoTo Meeting tiers), subject to certain restrictions as set forth on the Order. Enhanced Audio Flat Rate is provisioned with toll free and Call Me numbers solely for use as an additional audio option for your online meetings. You pay a set monthly fee for uncapped usage (up to the Monthly Fair Use Limit) by GoTo Meeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoTo Meeting in order to use this

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

Use Limit means the monthly aggregate total of 3,000 minutes per NAAU multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoTo Meeting only. Usage of: (1) toll free numbers in GoTo Webinar or GoTo Training; and/or (2) toll-free and Call Me (GoTo Meeting only) usage outside of the countries specified in the Order, will be billed under the standard Enhanced Audio toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.

- **Use of Service.** We reserve the right to review your usage of the Enhanced Audio Flat Rate Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. We may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If we determine that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, we may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, or suspend or terminate your Enhanced Audio Flat Rate Service with or without notice. If we believe that Customer has used the Audio Service for an unlawful purpose, we may immediately terminate your Agreement with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
- **Call Me** is a feature available for use with GoTo Meeting that allows meeting organizers to give attendees of a meeting or conference call the option to enter a phone number and receive a call from the GoTo Meeting service to that number at the time the meeting starts. Fees are either: (1) charged on a per-minute, per-line usage basis at the same rates set forth in the Order for Enhanced Audio toll-free; or (2) at a flat rate (up to the Monthly Fair Use Limit) as set forth in the Order, when Call Me is provided as a feature of Enhanced Audio Flat Rate. Attendee is responsible for the accuracy of the phone number entered, and Organizers are responsible for verifying the identity of Attendees joining using Call Me, and any charges arising from the use, even if an attendee enters an inaccurate phone number.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- **Ramp Up Period** means the first 2 billing cycles of the Initial Term during which the Audio Fee Commitment will be waived and you will pay only for actual minutes used during that period.
- **Use of Service.** GoTo Audio reserves the right to review your usage of the Audio Services to determine abnormal usage, or any usage that violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you are engaging in abnormal use or use that otherwise violates the Agreement, GoTo Audio may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, suspend, and/or terminate your OpenVoice Services with or without notice. If GoTo Audio believes that you have used the OpenVoice Services for unlawful purposes, GoTo Audio may immediately terminate your Agreement with or without notice and forward the relevant communication and other information to the appropriate authorities for investigation and prosecution.
- **Termination of OpenVoice Services in Conjunction with Services.** In the event Customer terminates its subscription of GoTo Meeting, join.me, GoTo Webinar or GoTo Training in accordance with the terms of the Agreement, your OpenVoice Services shall also terminate, and GoTo Audio will refund to you any prepaid but unused Fees.
- **OpenVoice** is a stand-alone audio conferencing solution, accessed via touchtone telephone, and supports both traditional, land-line dial in and mobile phone access for up to 500 audio conferencing connections in a single meeting. Organizers have 24/7 access to full-featured reservation-less audio conferencing, and you have access to the administrative account, billing and management web portal. OpenVoice is charged on a per-minute, per-line usage basis at the rates set forth in the Order. You can provision unlimited Organizer accounts, and each Organizer will receive a unique conference room number, Organizer PIN and access to the Organizer's

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

separate concurrent subscription to OpenVoice as described above. You are provisioned with toll free numbers solely for use as an additional audio option for your online meetings. You pay a set monthly fee for uncapped usage by GoTo Meeting organizers or attendees who dial in using the toll-free numbers, and is charged based on usage at the price per minute per line rates listed on the Order. You must separately subscribe to GoTo Meeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoTo Meeting. OpenVoice Integrated Unlimited is available for purchase only in designated countries.

- ***Named Authorized Audio User or NAAU.*** The number of NAAUs for your OVIU account shall be issued on a 1:1 ratio for use with the GoTo Meeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoTo Meeting and invoiced on your next regularly scheduled invoice.
- ***Subscription Fees and Monthly Fair Use.*** You will be billed monthly in advance for the OVIU Fees set forth in the Order. The Monthly Fair Use Limit means the monthly aggregate total of 3,000 minutes per NAAU multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoTo Meeting only. Usage of toll free numbers in GoTo Webinar or GoTo Training is billed under the standard OpenVoice Integrated toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.
- ***Use of Service.*** GoTo Audio reserves the right to review your usage of the OVIU Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, GoTo Audio may, in its

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



meetings. You pay a set monthly fee for uncapped usage (up to the Monthly Fair Use Limit) by GoTo Meeting organizers or attendees who dial in using the toll-free or dial out using the Call Me numbers. You must separately subscribe to GoTo Meeting in order to use this Service. The number of Named Authorized Audio Users must equal the number of Named Authorized Users of GoTo Meeting. OVIFR is available for purchase only in designated countries.

- **Named Authorized Audio User or NAAU.** The number of NAAUs for your OVIFR account shall be issued on a 1:1 ratio to the number of Named Authorized Users for the GoTo Meeting Service, and shall be increased automatically upon the purchase of additional Named Authorized Users of GoTo Meeting and invoiced on your next regularly scheduled invoice.
- **Subscription Fees and Monthly Fair Use.** You will be billed annually in advance for the OVIFR Fees set forth in the Order. The Monthly Fair Use Limit means the monthly aggregate total of 3,000 minutes per NAAU multiplied by the total number of NAAUs authorized for your account and is determined based on minutes used with GoTo Meeting only. Usage of: (1) toll free numbers in GoTo Webinar or GoTo Training; and/or (2) toll-free and Call Me usage outside of the countries specified in the Order, will be billed under the standard OpenVoice Integrated toll-free service described above, and is not counted in the Monthly Fair Use Limit calculation.
- **Use of Service.** GoTo Audio reserves the right to review your usage of the OVIFR Service to determine if such usage exceeds the Monthly Fair Use Limit or violates the Agreement. GoTo Audio may determine abnormal usage through comparison with overall customer usage patterns, including minutes used, number of unique numbers connected, usage patterns, and other factors. If GoTo Audio determines that you have exceeded the Monthly Fair Use Limit, or you are engaging in use that otherwise violates the Agreement, GoTo Audio may, in its sole discretion, transfer you to a more appropriate Service plan, charge applicable rates, or suspend or terminate your OVIFR Service with or without

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

accuracy of the phone number entered, and Organizers are responsible for verifying the identity of Attendees joining using Call Me, and any charges arising from the use, even if an attendee enters an inaccurate phone number.

**Grasshopper Services** are provided by Grasshopper Group LLC ("Grasshopper"), the communications provider responsible for the rates, terms and conditions relating to all Grasshopper Services.

- **Overview.** Grasshopper is a Virtual PBX (private branch exchange) telecommunication service that provides you with toll free or local numbers. You own provisioned numbers and may port those numbers to any other provider prior to termination of your account. Details about transferring numbers are available at [www.grasshopper.com/numberporting](http://www.grasshopper.com/numberporting). Additional telecommunication and non-telecommunication features, services, and applicable pricing are available at <https://grasshopper.com/how-it-works-and-features/add-ons>.
  - **Grasshopper Connect Services** are a communications solution which uses the same technology as Grasshopper to provide a second phone number to a user's cell phone, however, it also utilizes an app to combine phone calls, text messages, and emails into one unified inbox. The app allows users to see all of their conversations together and adds email integration. Each conversation is sorted by contact, allowing all the communications from one contact in a single timeline view. The goal is for users to increase visibility into their business communications and reply faster to their customers.
  - **Ruby Receptionists Services.** If you are purchasing any Ruby Receptionists Services as part of your Grasshopper purchase, the additional terms listed at <https://www.goto.com/company/legal/ruby-terms> apply to such purchase and are incorporated by reference.
- **Emergency Service.** GRASSHOPPER IS NOT A "DIAL-TONE" PROVIDER.  
GRASSHOPPER CANNOT BE USED FOR EMERGENCY SERVICES IN THE EVENT OF

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- Spamming or blasting (e.g., sending 100 or more bulk and/or junk voicemail or faxes simultaneously);
  - Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.);
  - Text message blasting (any volume of text messages sent by you, which interferes with the use of Grasshopper's network or systems or the network of any other provider, as determined by Grasshopper)
  - Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).
- Grasshopper reserves the right without prior notice to: (i) disconnect or suspend your Service if Grasshopper determines that your use of the Service violates this Reasonable Use Policy, or if you consistently exceed 50,000 minutes per month or 50 concurrent calls at any time; and (ii) to terminate voice calls exceeding a 6 hour duration and fax calls exceeding a 3 hour duration. This Reasonable Use Policy also applies to "unlimited" extensions that are limited to 1,000 extensions to each account. Additional extensions may require an additional Grasshopper account. Unlimited Voice Studio enables you to record an "unlimited" number of greetings and messages of up to 750 words each. Greetings or messages in excess of 750 words will be subject to an additional Fee of 75.00 USD for every 750 words. Grasshopper may add to, modify or amend the Reasonable Use Policy at any time for any reason in its sole discretion.
  - **Account Changes and CPNI Compliance.** You may request changes to Service features or Service plans (changes to a Service plan, may not take effect until your next Term) by notifying Grasshopper in writing or by telephone and when contacting Grasshopper, must provide: name, address, account number, and administrative PIN, or be submitted from the original email address on file. Grasshopper protects your Proprietary Network Information (CPNI) by using this pin. Telecommunications

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

Fees charged in arrears include usage charges (e.g. overages), international, long distance and directory assistance charges, and taxes and surcharges (e.g. Telecommunications Sales Tax, FCC Regulatory Fee, Regulatory Recovery Fees, and Federal Universal Service Fund (USF)).

- Services plans for toll-free and local numbers include: (i) a flat monthly Service Fee which is the basic charge associated with the Service that includes the calling charges defined by your Service plan; (ii) the number of included plan minutes ("Threshold Amount"); and (iii) an additional minute rate (for use in excess of number of calling minutes on their Service plan, Grasshopper will bill you for the minutes used above the allowance), in each case for use in the continental United States (excluding Alaska and Hawaii and United States territories) and Canada. Service Plans and Fees are available on the Grasshopper website at <https://signup.grasshopper.com/plans>.
- International calls (not including calls to Canada) and calls to areas outside the continental United States (including, but not limited to, Alaska and Hawaii and United States territories), including calls forwarded from the continental United States and Canada to such international areas, are charged based on the international outbound rates posted on the Grasshopper website at <https://grasshopper.com/international-rates/>.
- Grasshopper may charge initiation and additional fees for optional features, add-ons, and additional products and Services. Such Fees are posted on the Grasshopper website at <https://signup.grasshopper.com/plans>. Grasshopper reserves the right to change its pricing and/or billing practices in its sole discretion. Grasshopper bills usage charges in six (6) second increments with an eighteen (18) second minimum, or as otherwise set forth in the applicable Service plan. IN ORDER TO ENABLE INTERNATIONAL CALLING ON AN ACCOUNT YOU MUST PAY AN INITIAL DEPOSIT OF 500.00 USD. THIS DEPOSIT WILL BE USED TO PAY CHARGES AS THEY ARE INCURRED ON YOUR ACCOUNT. Usage charges are billed in arrears. Excess use charges for additional minutes are billed

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

- Except where prohibited by applicable law, Grasshopper may charge a monthly Regulatory Recovery Fee in connection with any telephony services provided to Customers within the United States to offset costs incurred by Grasshopper in complying with inquiries and obligations imposed on Grasshopper by federal, state, municipal and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. Regulatory Recovery Fees are presented as separate line-item on invoices, and the initial rates will be set forth in any quote for Services. Grasshopper may increase or decrease the regulatory recovery fee without notice.
- **Default and Termination.** You may terminate the Grasshopper Service in accordance with the Terms of Service and by providing notice of termination by submitting a ticket to Grasshopper's Billing Department at <http://support.grasshopper.com>, and upon receipt of ticket, Grasshopper will generate a cancellation ticket to cancel your Account and will email you a cancellation ticket number to confirm Grasshopper's receipt of your termination notice. Termination requests will be fulfilled within 1 business day. If you do not receive a cancellation ticket number, termination notice may not have been received by Grasshopper, and you should contact Customer Support at 1-800-820-8210 or 1-617-395-5700 to verify the generation of a cancellation ticket number. Because minutes are paid in arrears, a final payment for minute usage will be processed on your next billing date after termination. Following termination of the Grasshopper Services, you shall have no right to receive, and Grasshopper will have no obligation to forward any unread or unsent messages to you or any third party. Grasshopper may require reactivation charges to renew Services after termination or suspension. Upon termination, you are responsible for paying all undisputed amounts and charges owing under this Agreement. Past due balance on previous or multiple accounts will be charged the full balance due upon opening a new account or updating your credit or debit card on file.
- **Blacklisted Destinations.** Grasshopper reserves the right, in its sole discretion, to block access to certain international countries and locations that are frequently implicated in fraudulent calls ("Blacklisted Destinations"). At your request and subject

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



Services. This recording may be done with or without additional notice and such recordings will only be used for quality and training purposes.

### **GoTo Connect Services**

**GoTo Connect** (formerly Jive) is a cloud-based VoIP service which combines audio, video, and screensharing capabilities with cloud-based telephony and messaging services, including contact center services and associated enabling hardware, to provide a fully integrated application that allows users to connect and communicate internally and externally via a web browser or downloadable application. Additionally, certain packages for GoTo Connect may incorporate other GoTo Services referenced in these Service Descriptions, and which shall be subject to the terms applicable to such Services. All non-PBX based audio conferencing is provided in accordance with the OpenVoice Services set forth above.

**GoTo Connect - Teams Edition.** GoTo Connect - Teams Edition, is a voice-only version of GoTo Connect bundled with the Connector (defined below), enabling you to make and receive calls within your Microsoft Teams account.

**GoTo Connect Teams Connector.** GoTo Connect Teams Connector (or “Connector”) is a third-party add-on service (a “Third Party Service” under the Terms of Service) for your existing GoTo Connect account which enables your GoTo Connect users to make and receive calls within their Microsoft Teams account using the GoTo Connect platform.

- ***Technical Sufficiency Criteria.*** GoTo Connect requires a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of GoTo Connect with any network, services, or connection not compatible with GoTo Connect may result in partial or complete unavailability, interruption, or underperformance of GoTo Connect or other services utilizing the same network, services, or connection. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for GoTo Connect to connect to and use such network, services, and connection.

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

would incur no charge to the Customer (subject to fair usage). All other calls will be billed based on the current regional standard rates set forth in the applicable GoTo Connect calling plan.

- **Rate Adjustment.** Standard rates are subject to change without notice. We reserve the right to revise rates once per year at any time after the Initial Term and upon thirty (30) days' prior written notice. Pricing may also change due to regulatory requirements, market conditions, or other pass through charges. The preceding provisions on rate adjustment shall not apply if the Regional Supplement (see below) contains a different process for rate adjustment in your country.
- **Regional Supplement.** If you are purchasing GoTo Connect from outside of North America, the Regional Supplement at <https://www.goto.com/company/legal/regional-supplement> shall apply to you.
- **Emergency Services in North America.**
  - **Availability and Use of Emergency Services.** You acknowledge (1) that you have read and understood our 911 Service Availability Policy, which is available at <https://www.goto.com/company/legal/911-service-availability-policy>, and (2) that the 911 dialing service we offer ("GoTo Connect 911 Dialing") differs from 911 dialing service offered by traditional telephone carriers in the ways described in the 911 Service Availability Policy, including that GoTo Connect 911 Dialing will not function if you lose electrical power or broadband internet connection or if anything on your wide area network or local area network blocks your connection to our platform. Also, GoTo Connect 911 Dialing will not function if we have deactivated the Services for any reason, including your non-payment.
  - **Physical Location Information.** You must provide us the physical location of each device used to make or receive calls, and we will not activate a device until we have received this information. If you relocate any device, you must promptly notify our Fulfillment Department of the device's new location either by phone at

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

Automatic forwarding of location and callback information is not activated for any device until we notify you by e-mail that it has been activated.

- The preceding provisions in this section shall not apply if you are purchasing GoTo Connect in Europe and Australia -- consult the [Regional Supplement](#) for more information on your use of emergency services.
- **Emergency Services Outside North America.** If you are purchasing GoTo Connect outside of North America, consult the Regional Supplement for information on your use of emergency services.
- **Regulatory Recovery Fees.** Except where prohibited by applicable law, we may charge a monthly regulatory recovery fee in connection with any telephony services provided to you within the United States, to offset costs we incur in complying with inquiries and obligations imposed on us by federal, state, municipal, and/or other regulatory bodies and government agencies. This fee is not a tax or charge required or assessed by any government. We may increase or decrease the regulatory recovery fee without notice.
- **Reasonable Use.**
  - **“Unlimited” Usage.** You acknowledge that: (a) any reference we have made to “unlimited” minutes or features refers to our practice not to charge for the Services on a per-minute or per-use basis when use is reasonable; and (b) that we do not offer “unlimited” plans for call center operations, fax spamming, or other activities that use an extraordinary amount of connectivity to the public switched telephone network (the “PSTN”). Unless otherwise stated (e.g. in your Order or in the Regional Supplement), we may limit PSTN connectivity, impose per-minute charges for excessive use, or terminate this agreement if we determine that your average per-user PSTN connectivity exceeds the monthly aggregate total of 2,500 minutes per month multiplied by the total number of users authorized for your account.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

more than 30 days after submitting the Order and pay a 25% restocking fee for all cancelled or rejected equipment purchases. We will not issue a refund until the equipment is returned to us. Returned equipment must be in like-new condition in original packaging. In addition to the restocking fee, you must pay all costs to replace damaged equipment or missing components or packaging.

- **Shipment.** All equipment is sold FOB our shipping point unless otherwise noted. Delivery of equipment to our or another loading point will constitute delivery to you, and regardless of shipping terms, you will bear all risk of loss or damage in transit.
- **Manufacturer's Warranty.** We assign you any and all rights we have under any manufacturer's warranty for equipment you purchase from us. We may, in our discretion, assist you in obtaining replacement equipment or equipment service under the manufacturer's warranty.
- **Equipment Rental.** If you are renting any equipment from us, whether the rental is separately listed on the Order or is bundled with Services, the terms of the equipment rental agreement, available at <https://www.goto.com/company/legal/equipment-rental-agreement>, are hereby incorporated by reference.
- **NICE CXone.** If you are purchasing a subscription to the NICE CXone (formerly inContact) contact center services ("NICE CXone Services"), the terms of the NICE CXone Services agreement, available at <https://www.goto.com/company/legal/cxone-service-terms>, are hereby incorporated by reference.
- **Jive Business Continuity.** If you are purchasing a subscription to the Jive Business Continuity service, the terms of the network services agreement, available at <https://www.goto.com/company/legal/network-services-agreement>, are hereby incorporated by reference.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

exercising any of our rights or demanding the performance of your obligations related to the InformaCast service.

### ***Term Termination.***

- **Term.** Notwithstanding anything to the contrary in the Terms of Service, the Initial Term begins on the Effective Date and will continue for the duration specified on the Order, measured from the first day of the month following the Effective Date. After the Initial Term, the Services will automatically renew on a month-to-month basis (each, a “Renewal Term”).
- **Early Termination.** If you terminate the Agreement or the Services purchased hereunder for any reason (except for our material breach), or if we terminate the Agreement or the Services purchased hereunder due to your breach, you will remain responsible for all applicable Service Charges through the end of the Term.
- ***Technical and Organizational Measures.*** GoTo has implemented measures designed to ensure appropriate privacy, security, availability, and confidentiality of GoTo Connect. You may find out more about these measures by visiting the GoTo Connect page in the “[Product Resources](#)” section of [GoTo’s Trust & Privacy Center](#).

### **Customer Engagement & Support**

**GoToAssist** is a hosted, web-based, Software-as-a-Service online remote support and access service that combines essential cloud-based support and IT management tools and is designed to help agents support computers, mobile devices, and network infrastructure located anywhere with internet access. You may subscribe to the GoToAssist Service on a per Named Authorized User or Concurrent Seat basis, as set forth in the Order.

- ***GoToAssist Corporate*** enables individuals and support organizations to connect to

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



- **GoToAssist Mobile Support** is an add-on to GoToAssist Remote Support service that allows agents to remotely view, and in certain cases control, select mobile devices through a web browser or application.
- **GoToAssist Service Desk** enables individuals and organizations to manage service desk activities, including incidents, problems, changes, releases, knowledge articles and configuration items, for the purposes of supporting internal and external technology services.

**Rescue** is a web-based remote support and customer care service, which is used by helpdesk professionals to provide remote support via the internet, without the need for pre-installed software. Using *Rescue*, support and service professionals can communicate with end-users through an internet chat window in order to diagnose and repair IT issues.

If given permission by the end-user, the support professional can access, view, or take control of the end-user's computer to take necessary support actions or to train the end-user on the use of software and operating system applications.

- **Rescue+Mobile** is an add-on to *Rescue*'s web-based remote support service that allows call center technicians and IT professionals to remotely access and support iOS, Android and BlackBerry smartphones and tablets.

**Rescue Live Lens** is a browser-based remote visual guidance service for use by agents to provide support for hardware or physical environments. The Service enables end-users to utilize the cameras on supported smartphones or tablets to stream live video back to support professionals who can utilize in-session support tools to assist.

**Rescue Live Guide** is a browser-based support tool for use by agents to provide remote visual guidance on a web page. Rescue Live Guide allows an agent to co-browse a web page with the end-user in real time.

**RescueAssist** (refer to GoToAssist Remote Support above)

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

**LastPass Advanced Multifactor Authentication Add-On (“LastPass MFA”)** leverages biometric and contextual factors to verify a user’s identity and help ensure that only the correct users are accessing the right data at the right time. LastPass MFA offers an intuitive authentication experience that can be deployed across cloud and legacy apps, VPNs, workstations, and identity providers.

**LastPass Teams** is a password management solution that gives business teams the ability to securely store, create and access the user identity and login credentials for online applications and websites.

**LastPass Premium and LastPass Families** are password managers for consumers that manage, save, fill, and share login credentials for online applications and websites.

**Central** is a web-based management console that enables IT professionals to access, manage and monitor remote computers, deploy software updates and patches, automate IT tasks and run hundreds of versions of antivirus software.

**Pro** provides secure access to a remote computer or other Internet-enabled device from any other Internet connected computer, as well as most smartphones and tablets. Once a host is installed on a device, a user can access that device’s desktop, files, applications and network resources remotely from their other Internet-enabled devices.

**GoToMyPC** enables interactive, secure remote browser-based access to any desktop application on the host computer (even those that are not Web-based) to or from any Internet-connected Mac or PC, or supported mobile device. This product is accessible via a resizable viewer, launched from a browser with an Internet connection. GoToMyPC does not require installed software or network configuration changes. Account access is protected by dual passwords and end-to-end user authentication.

## Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

2022 GoTo | All Rights Reserved

[Terms and Conditions](#) [Privacy Policy](#) [Anti-Spam Policy](#) [Imprint](#) [Trademark](#) [Cookie Preferences](#) [Sitemap](#)

English

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

[Back to Legal](#)

## TERMS OF SERVICE

This is a legal agreement between the person or organization (“**Customer**” or “**you**”) agreeing to these Terms of Service (“**Terms**”) and the applicable contracting entities at <https://www.goto.com/company/legal/contracting-entities> (“**GoTo**,” “**us**,” or “**we**”). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to: (i) the Order; (ii) these Terms; (iii) the “**Service Descriptions**” available at <https://www.goto.com/company/legal/service-descriptions>; (iv) the country-specific “**Regional Supplement**” available at <https://www.goto.com/company/legal/regional-supplement>, if any; and (v) the Professional Services Terms and Conditions available at <https://www.goto.com/company/legal/professional-services-terms>, in each case, as applicable (collectively the “**Agreement**”).

### 1. ACCESS AND USE OF THE SERVICES.

1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price, and offer our Services as posted on our websites, your Order, or the Service Descriptions (“**Use Levels**”). You may use our Services only as permitted in these Terms, and you acknowledge our Privacy Policy at <https://www.goto.com/company/legal/privacy>, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)[Accept Recommended Settings](#)

**1.2. Limitations on Use.** By using our Services, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.

**1.3. Changes to Services.** We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality (as set forth in the [Service Descriptions](#)) or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

**1.4. Proprietary Rights and GoTo Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “**GoTo Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the GoTo Marks or is similar to any of these. You agree to comply with our Branding Guidelines, available at <https://www.goto.com/company/legal/trademark>, which are incorporated into this Agreement by reference.

## **2. ORDERS, FEES AND PAYMENT.**

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



automatically terminate thereafter or, if you have active subscriptions for the Services being purchased, on the earlier of the contract term set forth in the Order or the expiration of your underlying paid subscription term. If you have active subscriptions for the Services being purchased, the COVID-19 Emergency Kit subscriptions are subject to your existing contract with GoTo and do not change the terms of any previously purchased services. You may choose to purchase any of the COVID-19 Emergency Kit subscriptions under a separate order, but you are under no obligation to do so.

**2.2. Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services on the terms set forth in this Agreement or your invoice. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

2.5. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees or any other similar fees as may be applicable in the location in which the Services are being provided (if applicable to the Audio Services only) and similar taxes or fees (collectively, "**Taxes and Fees**") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

### 3. **TERM AND TERMINATION.**

3.1. **Term.** The initial term commitment for your purchase of Services will be as specified on an Order ("**Initial Term**") and begins on the Effective Date. After the Initial Term, the Services will, unless otherwise specified in the [Service Description](#) for a particular Service, automatically renew for additional 12-month periods ("**Renewal Terms**"), unless either party provides notice of non-renewal at least 30 days before the current term expires. You may provide notice of non-renewal for each Service you do not wish to renew <https://support.goto.com/>. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

3.2. **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach [Section 1.2, 4.1, 4.3, or 5](#).

#### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

3.4. **Survival.** The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Your Content and Accounts), 7 (Indemnification), 8 (Limitation on Liability), 9.5 (No Class Actions), 9.10 (Notices), and 9.14 (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

#### 4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. “**Content**” means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users’ behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

4.2. **Your Privacy and Security.** We maintain a global privacy and security program designed to protect your Content and any associated personal data we may collect and/or process on your behalf. You can visit our Trust & Privacy Center (<https://www.goto.com/company/trust>) to review applicable data

#### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

**5. COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

**6. WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM TO THE EXTENT PERMITTED BY APPLICABLE LAW. WE

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

## **8. LIMITATION ON LIABILITY.**

**8.1. LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

**8.2. LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED

### **Your Choices Regarding Cookies on this Site**

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings



the Services “AS IS” and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

## 9.2. **Third Party Services.**

9.2.1. Services may provide the capability for you to link to or integrate with third party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third party services and your use is governed solely by the terms for those services.

9.2.2. Any third party services we have sold to you are subject to this Agreement, including any additional terms specific to those services that may be set forth in the [Service Descriptions](#). Unless otherwise specified in the Service Descriptions, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third party services we have sold to you.

9.3. **Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available (“**Beta Services**”). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered “AS-IS”, and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that optin out

## Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

9.6. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

9.7. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.

9.8. **Recording.** Certain Services provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.

9.9. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

9.10. **Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

<https://www.goto.com/company/legal/regional-supplement>) shall apply to your use of the Services and shall be considered part of these Terms.

9.12. **Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between you and GoTo relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, a country-specific Regional Supplement, these Terms, the DPA, and the Service Descriptions, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.goto.com/company/legal/terms-and-conditions>. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms.

9.13. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)

Accept Recommended Settings

[COMPANY](#)[RESOURCES](#)[PRODUCTS](#)[FOLLOW & SHARE GOTO:](#)

---

2022 GoTo | All Rights Reserved

[Terms and Conditions](#)[Privacy Policy](#)[Anti-Spam Policy](#)[Imprint](#)[Trademark](#)[Cookie Preferences](#)[Sitemap](#)[English](#)

### Your Choices Regarding Cookies on this Site

We use cookies and other technologies to optimize functionality, gain valuable feedback, and to ensure that your interactions with our websites and services are simple, secure, and meaningful. To learn more about how we use cookies, please refer to our [Privacy Policy](#). You have the ability to manage your cookie settings and preferences by clicking "Change Settings." Otherwise, clicking "Accept Recommended Settings" indicates that you agree to our use of cookies on your device.

[Change Settings](#)[Accept Recommended Settings](#)



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2021-38

### Agenda Item Summary Memo

**Title:** Water Study Update

**Meeting and Date:** City Council – June 14, 2022

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_