



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, April 25, 2023
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

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Recognition of Yorkville Public Library Staff Member Dixie DeBord
2. Green Door Introduction

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

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

Mayor's Report:

1. CC 2023-16 Poppy Days Proclamation
2. CC 2023-17 Ordinance Providing for New Sewer Service Rates
3. CC 2023-18 Ordinance of the United City of Yorkville, Kendall County, Illinois Authorizing the Sale of 800 Game Farm Road (Yorkville City Hall)
4. CC 2023-19 Parks and Recreation Lawn Mowers Pre-Order Purchase
5. CC 2023-20 Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of Water Revenue and/or General Obligation Alternate Revenue Bonds to be Issued by the United City of Yorkville, Kendall County, Illinois
6. CC 2023-21 Resolution Approving an Escrow Intergovernmental Agreement By and Among the United City of Yorkville, the Village of Oswego, the Village of Montgomery and the DuPage Water Commission

Public Works Committee Report:

1. PW 2023-36 2023 Road to Better Roads - Contract Award
2. PW 2023-37 2023 Road to Better Roads - Construction Engineering Agreement
3. PW 2023-40 Single Axle Dump Truck Price Increase

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2023-01 Ordinance Approving the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 Amendment

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

7. CC 2021-04 City Buildings Updates
 - a. Resolution Approving Change Orders Relating to 651 Prairie Pointe Drive, Yorkville, Illinois (Twelfth Set of Change Orders)
8. CC 2021-38 Water Study Update
9. CC 2023-15 Ordinance Approving the 2023-2024 Fiscal Budget for the United City of Yorkville

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 17, 2023 – 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: May 2, 2023 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC SAFETY: May 4, 2023 – 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 | | |

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: May 16, 2023 – 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 Corneils | | |

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, April 25, 2023
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Recognition of Yorkville Public Library Staff Member Dixie DeBord

2. Green Door Introduction

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

2. PW 2023-33 Water Reports for October 2022 – March 2023

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

Removed _____

Notes _____

3. PW 2023-38 Fox Hill and Sunflower Estates Maintenance Service

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

Removed _____

Notes _____

4. PW 2023-39 Leak Detection Contract with M.E. Simpson

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

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2023-16 Poppy Days Proclamation

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

Removed _____

Notes _____

2. CC 2023-17 Ordinance Providing for New Sewer Service Rates

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

Removed _____

Notes _____

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

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

Removed _____

Notes _____

4. CC 2023-19 Parks and Recreation Lawn Mowers Pre-Order Purchase

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

Removed _____

Notes _____

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

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

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

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE:

1. PW 2023-36 2023 Road to Better Roads – Contract Award

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PW 2023-37 2023 Road to Better Roads – Construction Engineering Agreement

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2023-40 Single Axle Dump Truck Price Increase

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2023-01 Ordinance Approving the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10
Amendment

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

7. CC 2021-04 City Buildings Updates

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

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

Removed _____

Notes _____

8. CC 2021-38 Water Study Update

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

Removed _____

Notes _____

9. CC 2023-15 Ordinance Approving the 2023-2024 Fiscal Budget for the United City of Yorkville

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

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



| 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 #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

INVOICES DUE ON/BEFORE 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|-----------------------------|-----------|--------------------------------|-----------------------|----------------|----------|--|
| 538346 | AACVB | AURORA AREA CONVENTION | | | | | | |
| | 03/23-ALL | 04/11/23 | 01 | MAR 2023 ALL SEASON HOTEL TAX | 01-640-54-00-5481 | | 37.89 | |
| | | | | | | INVOICE TOTAL: | 37.89 * | |
| | | | | | CHECK TOTAL: | | 37.89 | |
| D002921 | ANTPLACE | ANTHONY PLACE YORKVILLE LP | | | | | | |
| | MAY 2023 | 04/01/23 | 01 | CITY OF YORKVILLE HOUSING | 01-000-14-00-1400 | | 946.00 | |
| | | | 02 | ASSISTANCE PROGRAM RENT | ** COMMENT ** | | | |
| | | | 03 | REIMBURSEMENT FOR THE MONTH OF | ** COMMENT ** | | | |
| | | | 04 | MAY 2023 | ** COMMENT ** | | | |
| | | | | | | INVOICE TOTAL: | 946.00 * | |
| | | | | | DIRECT DEPOSIT TOTAL: | | 946.00 | |
| 538347 | ATT | AT&T | | | | | | |
| | 6305536805-0323 | 03/25/23 | 01 | 03/25-04/24 RIVERFRONT PARK | 79-795-54-00-5440 | | 121.73 | |
| | | | | | | INVOICE TOTAL: | 121.73 * | |
| | | | | | CHECK TOTAL: | | 121.73 | |
| 538348 | AUTOSMAR | AUTOSMART, INC | | | | | | |
| | 1967 | 02/23/23 | 01 | STUBBY FOAM CANNON | 52-520-56-00-5628 | | 288.00 | |
| | | | | | | INVOICE TOTAL: | 288.00 * | |
| | | | | | CHECK TOTAL: | | 288.00 | |
| 538349 | BATTERY S | BATTERY SERVICE CORPORATION | | | | | | |
| | 0098437 | 04/03/23 | 01 | BATTERY | 01-410-56-00-5628 | | 135.50 | |
| | | | | | | INVOICE TOTAL: | 135.50 * | |
| | | | | | CHECK TOTAL: | | 135.50 | |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|--------------------------------|-----------|-------------------------------|-------------------|----------------|----------|--|
| 538350 | CENTRALL | CENTRAL LIMESTONE COMPANY, INC | | | | | | |
| | 32590 | 03/20/23 | 01 | GRAVEL | 01-410-56-00-5640 | | 435.37 | |
| | | | | | | INVOICE TOTAL: | 435.37 * | |
| | 32750 | 04/03/23 | 01 | GRAVEL | 01-410-56-00-5640 | | 715.81 | |
| | | | | | | INVOICE TOTAL: | 715.81 * | |
| | | | | | CHECK TOTAL: | | 1,151.18 | |
| 538351 | COMED | COMMONWEALTH EDISON | | | | | | |
| | 0091033126-0323 | 03/30/23 | 01 | 03/01-03/30 RT34 & AUTUMN CRK | 23-230-54-00-5482 | | 253.65 | |
| | | | | | | INVOICE TOTAL: | 253.65 * | |
| | 0435057364-0323 | 03/27/23 | 01 | 02/24-03/27 RT126 & SCHLHS RD | 23-230-54-00-5482 | | 154.08 | |
| | | | | | | INVOICE TOTAL: | 154.08 * | |
| | 1647065335-0323 | 03/30/23 | 01 | 03/01-03/30 SARAVANOS PUMP | 52-520-54-00-5480 | | 290.56 | |
| | | | | | | INVOICE TOTAL: | 290.56 * | |
| | 2947052031-0323 | 03/29/23 | 01 | 02/28-03/29 RT47 & RIVER | 23-230-54-00-5482 | | 420.50 | |
| | | | | | | INVOICE TOTAL: | 420.50 * | |
| | 34670-94018-0123 | 03/30/23 | 01 | 01/10-02/08 NE COR KENNEDY RD | 23-230-54-00-5482 | | 101.54 | |
| | | | | | | INVOICE TOTAL: | 101.54 * | |
| | 34670-94018-1222 | 03/30/23 | 01 | 12/07-01/10 NE COR KENNEDY RD | 23-230-54-00-5482 | | 101.54 | |
| | | | | | | INVOICE TOTAL: | 101.54 * | |
| | 6819027011-0323 | 04/04/23 | 01 | 02/27-03/29 PR BUILDINGS | 79-795-54-00-5480 | | 252.26 | |
| | | | | | | INVOICE TOTAL: | 252.26 * | |
| | 7110074020-0323 | 03/28/23 | 01 | 02/27-03/28 104 E VAN EMMON | 01-110-54-00-5480 | | 274.19 | |
| | | | | | | INVOICE TOTAL: | 274.19 * | |
| | 7982120022-0323 | 03/29/23 | 01 | 02/28-03/29 609 N BRIDGE | 01-110-54-00-5480 | | 37.85 | |
| | | | | | | INVOICE TOTAL: | 37.85 * | |
| | | | | | CHECK TOTAL: | | 1,886.17 | |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|------------------------|-----------|--------------------------------|-------------------|----------------|-------------|--|
| 538352 | COREMAIN | CORE & MAIN LP | | | | | | |
| | 470069 | 03/07/23 | 01 | REPROGRAM METER TO 100CF | 51-510-56-00-5664 | | 1,332.04 | |
| | | | | | | INVOICE TOTAL: | 1,332.04 * | |
| | S343666 | 03/22/23 | 01 | 27 510M METERS | 51-510-56-00-5664 | | 3,943.57 | |
| | | | | | | INVOICE TOTAL: | 3,943.57 * | |
| | S490739 | 03/13/23 | 01 | 54 TOUCH PADS | 51-510-56-00-5664 | | 560.84 | |
| | | | | | | INVOICE TOTAL: | 560.84 * | |
| | S494850 | 03/14/23 | 01 | 100 BACKFLOW METERS | 51-510-56-00-5664 | | 11,400.00 | |
| | | | | | | INVOICE TOTAL: | 11,400.00 * | |
| | S532974 | 03/20/23 | 01 | 54 510M METERS & TOUCHPADS | 51-510-56-00-5664 | | 8,976.00 | |
| | | | | | | INVOICE TOTAL: | 8,976.00 * | |
| | S572620 | 03/29/23 | 01 | 40 100CF METERS | 51-510-56-00-5664 | | 5,680.00 | |
| | | | | | | INVOICE TOTAL: | 5,680.00 * | |
| | | | | | | CHECK TOTAL: | 31,892.45 | |
| 538353 | DCONST | D. CONSTRUCTION, INC. | | | | | | |
| | 2100101.5F | 04/17/23 | 01 | ENGINEERS PAYMENT ESTIMATE 5 | 23-230-60-00-6025 | | 46,812.08 | |
| | | | 02 | AND FINAL FOR FOX HILL ROADWAY | ** COMMENT ** | | | |
| | | | 03 | IMPROVEMENTS | ** COMMENT ** | | | |
| | | | | | | INVOICE TOTAL: | 46,812.08 * | |
| | | | | | | CHECK TOTAL: | 46,812.08 | |
| 538354 | DIRENRGY | DIRECT ENERGY BUSINESS | | | | | | |
| | 1704705-230930051382 | 04/03/23 | 01 | 02/27-03/27 KENNEDY & MCHUGH | 23-230-54-00-5482 | | 59.08 | |
| | | | | | | INVOICE TOTAL: | 59.08 * | |
| | 1704708-230930051382 | 04/03/23 | 01 | 02/28-03/28 1850 MARKETVIEW | 23-230-54-00-5482 | | 71.10 | |
| | | | | | | INVOICE TOTAL: | 71.10 * | |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|------------------------|-----------|--------------------------------|-------------------|----------------|------------|--|
| 538354 | DIRENRGY | DIRECT ENERGY BUSINESS | | | | | | |
| | 1704709-230930051382 | 04/03/23 | 01 | 02/28-03/28 7 COUNTRYSIDE PKWY | 23-230-54-00-5482 | | 118.41 | |
| | | | | | | INVOICE TOTAL: | 118.41 * | |
| | 1704710-230890051359 | 03/30/23 | 01 | 02/27-03/27 VAN EMMON LOT | 01-110-54-00-5480 | | 13.52 | |
| | | | | | | INVOICE TOTAL: | 13.52 * | |
| | 1704712-230860051335 | 03/27/23 | 01 | 02/21-03/22 421 POPLAR | 23-230-54-00-5482 | | 4,753.78 | |
| | | | | | | INVOICE TOTAL: | 4,753.78 * | |
| | 1704713-230820051308 | 03/23/23 | 01 | 02/20-03/21 FOX & PAVILLION | 23-230-54-00-5482 | | 12.25 | |
| | | | | | | INVOICE TOTAL: | 12.25 * | |
| | 1704714-230950051394 | 04/05/23 | 01 | 02/28-03/28 MCHUGH | 23-230-54-00-5482 | | 78.96 | |
| | | | | | | INVOICE TOTAL: | 78.96 * | |
| | 1704715-230830051320 | 03/24/23 | 01 | 02/21-03/22 998 WHITE PLAINS | 23-230-54-00-5482 | | 8.40 | |
| | | | | | | INVOICE TOTAL: | 8.40 * | |
| | 1704716-230950051394 | 04/05/23 | 01 | 02/28-03/29 1 COUNTRYSIDE PKWY | 23-230-54-00-5482 | | 129.82 | |
| | | | | | | INVOICE TOTAL: | 129.82 * | |
| | 1704719-230870051343 | 03/28/23 | 01 | 02/23-03/24 LEASURE & SUNSET | 23-230-54-00-5482 | | 106.31 | |
| | | | | | | INVOICE TOTAL: | 106.31 * | |
| | 1704721-230930051382 | 04/03/23 | 01 | 02/28-03/28 610 TOWER WELLS | 51-510-54-00-5480 | | 7,205.12 | |
| | | | | | | INVOICE TOTAL: | 7,205.12 * | |
| | 1704722-230940051386 | 04/04/23 | 01 | 03/02-03/29 2921 BRISTOL RDG | 51-510-54-00-5480 | | 4,510.72 | |
| | | | | | | INVOICE TOTAL: | 4,510.72 * | |
| | 1704723-230890051359 | 03/30/23 | 01 | 02/27-03/27 2224 TREMONT ST | 51-510-54-00-5480 | | 960.22 | |
| | | | | | | INVOICE TOTAL: | 960.22 * | |
| | | | | | | CHECK TOTAL: | 18,027.69 | |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|-------------------------|-----------|--------------------------------|-------------------|----------------|------------|--|
| 538355 | DORNER | DORNER PRODUCTS, INC | | | | | | |
| | 505272 | 03/29/23 | 01 | CLA-VAL BRINE VALVE | 51-510-54-00-5445 | | 1,929.00 | |
| | | | | | | INVOICE TOTAL: | 1,929.00 * | |
| | 505273 | 03/29/23 | 01 | CLA-VAL REPAIR | 51-510-54-00-5445 | | 9,112.00 | |
| | | | | | | INVOICE TOTAL: | 9,112.00 * | |
| | | | | | CHECK TOTAL: | | 11,041.00 | |
| 538356 | DUTEK | THOMAS & JULIE FLETCHER | | | | | | |
| | 1019774 | 03/23/23 | 01 | HOSE ASSEMBLY | 01-410-56-00-5628 | | 62.50 | |
| | | | | | | INVOICE TOTAL: | 62.50 * | |
| | | | | | CHECK TOTAL: | | 62.50 | |
| 538357 | DYNEGY | DYNEGY ENERGY SERVICES | | | | | | |
| | 386643523031 | 03/30/23 | 01 | 01/30-02/27 420 FAIRHAVEN | 52-520-54-00-5480 | | 109.70 | |
| | | | 02 | 01/31-02/28 6780 RT47 | 51-510-54-00-5480 | | 109.62 | |
| | | | 03 | 02/27-03/27 456 KENNEDY RD | 51-510-54-00-5480 | | 156.41 | |
| | | | 04 | 02/13-03/13 4600 N BRIDGE | 51-510-54-00-5480 | | 75.59 | |
| | | | 05 | 02/24-03/26 1106 PRAIRIE CR | 52-520-54-00-5480 | | 134.23 | |
| | | | 06 | 02/27-03/27 301 E HYDRAULIC | 79-795-54-00-5480 | | 49.23 | |
| | | | 07 | 02/01-03/01 FOXHILL 7 LIFT | 52-520-54-00-5480 | | 77.12 | |
| | | | 08 | 02/24-03/26 872 PRAIRIE CR | 79-795-54-00-5480 | | 74.60 | |
| | | | 09 | 02/13-03/13 9257 GALENA PARK | 79-795-54-00-5480 | | 39.83 | |
| | | | 10 | 01/30-02/27 101 BRUELL ST | 52-520-54-00-5480 | | 346.23 | |
| | | | 11 | 02/24-03/26 1908 RAINTREE | 51-510-54-00-5480 | | 566.68 | |
| | | | 12 | 02/27-03/27 PRESTWICK LIFT | 52-520-54-00-5480 | | 128.20 | |
| | | | 13 | 02/27-03/27 1991 CANNONBALL TR | 51-510-54-00-5480 | | 240.76 | |
| | | | 14 | 01/30-02/27 610 TOWER | 51-510-54-00-5480 | | 231.34 | |
| | | | 15 | 02/27-03/27 276 WINDHAM LIFT | 52-520-54-00-5480 | | 137.43 | |
| | | | 16 | 02/27-03/27 RIVERFRONT PARK | 79-795-54-00-5480 | | 113.48 | |
| | | | 17 | 01/30-02/27 1975 BRIDGE LIFT | 52-520-54-00-5480 | | 454.68 | |
| | | | | | | INVOICE TOTAL: | 3,045.13 * | |
| | | | | | CHECK TOTAL: | | 3,045.13 | |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|--------------------------------------|-----------------|-----------|------------------------------|-------------------|--------------|------------|
| 538358 | FIRSTNET AT&T MOBILITY | | | | | | |
| | 287313454005X0403202 | 03/25/23 | 01 | 02/26-03/25 MOBILE DEVICES | 01-220-54-00-5440 | | 42.15 |
| | | | 02 | 02/26-03/25 MOBILE DEVICES | 01-110-54-00-5440 | | 168.60 |
| | | | 03 | 02/26-03/25 MOBILE DEVICES | 01-210-54-00-5440 | | 881.23 |
| | | | | INVOICE TOTAL: | | | 1,091.98 * |
| | 287313454207X0403202 | 03/25/23 | 01 | 02/26-03/25 MOBILE DEVICES | 01-220-54-00-5440 | | 210.75 |
| | | | 02 | 02/26-03/25 MOBILE DEVICES | 79-790-54-00-5440 | | 36.24 |
| | | | 03 | 02/26-03/25 MOBILE DEVICES | 79-795-54-00-5440 | | 156.78 |
| | | | 04 | 02/26-03/25 MOBILE DEVICES | 51-510-54-00-5440 | | 235.17 |
| | | | 05 | 02/26-03/25 MOBILE DEVICES | 52-520-54-00-5440 | | 72.48 |
| | | | | INVOICE TOTAL: | | | 711.42 * |
| | | | | CHECK TOTAL: | | | 1,803.40 |
| 538359 | FUNONE THE FUN ONES | | | | | | |
| | 81101 | 04/06/23 | 01 | SURF BOARD INFLATABLE RENTAL | 79-795-56-00-5606 | | 1,544.50 |
| | | | 02 | FOR BEACH BASH EVENT | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 1,544.50 * |
| | | | | CHECK TOTAL: | | | 1,544.50 |
| 538360 | GARDKOCH GARDINER KOCH & WEISBERG | | | | | | |
| | H-2364C-13819 | 04/11/23 | 01 | KIMBALL HILL I MATTERS | 01-640-54-00-5461 | | 3,997.83 |
| | | | | INVOICE TOTAL: | | | 3,997.83 * |
| | H-3181C-13820 | 04/11/23 | 01 | MISC GENERAL ADMIN MATTERS | 01-640-54-00-5461 | | 176.00 |
| | | | | INVOICE TOTAL: | | | 176.00 * |
| | | | | CHECK TOTAL: | | | 4,173.83 |
| 538361 | GOTO GOTO COMMUNICTAIONS INC | | | | | | |
| | IN7101873182 | 04/01/23 | 01 | APR 2023 MONTHLY CHARGES | 01-110-54-00-5440 | | 1,426.38 |
| | | | | INVOICE TOTAL: | | | 1,426.38 * |
| | | | | CHECK TOTAL: | | | 1,426.38 |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|----------------------------|-----------|-------------------------------|-------------------|----------------|------------|
| 538362 | GSLSPORT | BIG DAWG ATHLETICS LLC | | | | | |
| | 3 | 04/06/23 | 01 | ADULT SOFTBALL LEAGUE FEE | 79-795-54-00-5462 | | 220.00 |
| | | | | | | INVOICE TOTAL: | 220.00 * |
| | | | | | CHECK TOTAL: | | 220.00 |
| 538363 | HOUSEAL | HOUSEAL LAVIGNE ASSOCIATES | | | | | |
| | 6191 | 03/31/23 | 01 | FEB 2023 CONSULTING SERVICES | 01-220-54-00-5462 | | 1,125.00 |
| | | | | | | INVOICE TOTAL: | 1,125.00 * |
| | | | | | CHECK TOTAL: | | 1,125.00 |
| 538364 | IMPERINV | IMPERIAL INVESTMENTS | | | | | |
| | FEB 2023-REBATE | 04/11/23 | 01 | FEB 2023 BUSINESS DIST REBATE | 01-000-24-00-2488 | | 859.32 |
| | | | | | | INVOICE TOTAL: | 859.32 * |
| | | | | | CHECK TOTAL: | | 859.32 |
| 538365 | JDEERE | JOHN DEERE FINANCIAL | | | | | |
| | 11573880 | 03/23/23 | 01 | HEATER KIT, ANTENNA CABLE | 01-410-56-00-5628 | | 316.47 |
| | | | | | | INVOICE TOTAL: | 316.47 * |
| | | | | | CHECK TOTAL: | | 316.47 |
| 538366 | JIMSTRCK | JIM'S TRUCK INSPECTION LLC | | | | | |
| | 195742 | 02/06/23 | 01 | TRUCK INSPECTION | 01-410-54-00-5490 | | 37.00 |
| | | | | | | INVOICE TOTAL: | 37.00 * |
| | 196548 | 03/24/23 | 01 | TRUCK INSPECTION | 01-410-54-00-5490 | | 35.00 |
| | | | | | | INVOICE TOTAL: | 35.00 * |
| | | | | | CHECK TOTAL: | | 72.00 |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|---|-----------------|-----------|-------------------------------|-------------------|--------------|------------|
| 538367 | KANTORG GARY KANTOR | | | | | | |
| | 020923 | 02/09/23 | 01 | 02/09/23 MAGIC CLASS | 79-795-54-00-5462 | | 165.00 |
| | | | 02 | INSTRUCTION | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 165.00 * |
| | | | | | CHECK TOTAL: | | 165.00 |
| 538368 | KCSHERIF KENDALL CO. SHERIFF'S OFFICE | | | | | | |
| | DUPAGE-MAR 2023 | 04/05/23 | 01 | DUPAGE COUNTY FTA BOND FEE | 01-000-24-00-2412 | | 70.00 |
| | | | 02 | REIMBURSEMENT | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 70.00 * |
| | | | | | CHECK TOTAL: | | 70.00 |
| 538369 | KENDCROS KENDALL CROSSING, LLC | | | | | | |
| | BD REBATE 02/23 | 04/11/23 | 01 | FEB 2023 BUSINESS DIST REBATE | 01-000-24-00-2487 | | 5,034.83 |
| | | | | | INVOICE TOTAL: | | 5,034.83 * |
| | | | | | CHECK TOTAL: | | 5,034.83 |
| 538370 | LITTLEME JC.VEK HOLDINGS LLC | | | | | | |
| | YPD001 | 04/11/23 | 01 | LITTLE DOCTOR SCHOOL SPRING | 79-795-54-00-5462 | | 1,815.00 |
| | | | 02 | CLASS INSTRUCTION | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 1,815.00 * |
| | | | | | CHECK TOTAL: | | 1,815.00 |
| 538371 | MADBOMB MAD BOMBER FIREWORK PRODUCTION | | | | | | |
| | 2023 MARITAS | 04/11/23 | 01 | MARGARITAS EN MAYO FIREWORKS | 79-000-14-00-1400 | | 9,000.00 |
| | | | | | INVOICE TOTAL: | | 9,000.00 * |
| | | | | | CHECK TOTAL: | | 9,000.00 |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT | |
|---------|-----------------------|------------------------------|-----------|--------------------------------|-------------------|--------------|--------------|--|
| 538372 | MEADE | MEADE ELECTRIC COMPANY, INC. | | | | | | |
| | 704331 | 04/12/23 | 01 | TRAFFIC SIGNAL REPAIR AT US34 | 01-410-54-00-5435 | | 2,024.09 | |
| | | | 02 | AND CENTER PKWY | ** COMMENT ** | | | |
| | | | | | INVOICE TOTAL: | | 2,024.09 * | |
| | | | | | CHECK TOTAL: | | 2,024.09 | |
| 538373 | MENINC | MENARDS INC | | | | | | |
| | 012323-STREBATE | 03/27/23 | 01 | NOV 2022-JAN 2023 SALES TAX | 01-640-54-00-5492 | | 192,641.66 | |
| | | | 02 | REBATE | ** COMMENT ** | | | |
| | | | | | INVOICE TOTAL: | | 192,641.66 * | |
| | | | | | CHECK TOTAL: | | 192,641.66 | |
| 538374 | MIDWSALT | MIDWEST SALT | | | | | | |
| | P467684 | 03/29/23 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 3,065.81 | |
| | | | | | INVOICE TOTAL: | | 3,065.81 * | |
| | | | | | CHECK TOTAL: | | 3,065.81 | |
| 538375 | NICOR | NICOR GAS | | | | | | |
| | 00-41-22-8748 4-0323 | 04/03/23 | 01 | 03/03-04/03 1107 PRAIRIE LN | 01-110-54-00-5480 | | 59.62 | |
| | | | | | INVOICE TOTAL: | | 59.62 * | |
| | 12-43-53-5625 3-0323 | 04/04/23 | 01 | 03/06-04/04 609 N BRIDGE | 01-110-54-00-5480 | | 101.76 | |
| | | | | | INVOICE TOTAL: | | 101.76 * | |
| | 15-64-61-3532 5-0323 | 04/03/23 | 01 | 03/03-04/03 1991 CANNONBALL TR | 01-110-54-00-5480 | | 56.14 | |
| | | | | | INVOICE TOTAL: | | 56.14 * | |
| | 20-52-56-2042 1-0323 | 03/30/23 | 01 | 02/28-03/30 420 FAIRHAVEN | 01-110-54-00-5480 | | 161.85 | |
| | | | | | INVOICE TOTAL: | | 161.85 * | |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|--------------------------------|-----------------|-----------|----------------------------------|-------------------|----------------|----------|
| 538375 | NICOR NICOR GAS | | | | | | |
| | 23-45-91-5862 | 5-0323 | 04/04/23 | 01 03/06-04/04 101 BRUELL ST | 01-110-54-00-5480 | | 165.32 |
| | | | | | | INVOICE TOTAL: | 165.32 * |
| | 40-52-64-8356 | 1-0323 | 04/05/23 | 01 03/08-04/05 102 E VAN EMMON | 01-110-54-00-5480 | | 482.52 |
| | | | | | | INVOICE TOTAL: | 482.52 * |
| | 61-60-41-1000 | 9-0323 | 04/06/23 | 01 03/06-04/04 610 TOWER LN | 01-110-54-00-5480 | | 645.33 |
| | | | | | | INVOICE TOTAL: | 645.33 * |
| | 83-80-00-1000 | 7-0323 | 04/06/23 | 01 03/06-04/04 610 TOWER UNIT B | 01-110-54-00-5480 | | 263.36 |
| | | | | | | INVOICE TOTAL: | 263.36 * |
| | 95-16-10-1000 | 4-0323 | 04/04/23 | 01 03/06-04/04 1 RT47 | 01-110-54-00-5480 | | 49.83 |
| | | | | | | INVOICE TOTAL: | 49.83 * |
| | | | | | | CHECK TOTAL: | 1,985.73 |
| 538376 | PETITEPA THE PETITE PALETTE | | | | | | |
| | 040723 | | 04/07/23 | 01 SPRING BREAK CAMP INSTRUCTION | 79-795-54-00-5462 | | 480.00 |
| | | | | | | INVOICE TOTAL: | 480.00 * |
| | | | | | | CHECK TOTAL: | 480.00 |
| 538377 | PITSTOP PIT STOP | | | | | | |
| | PS521815 | | 04/06/23 | 01 03/20-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 235.01 |
| | | | | 02 AT TOWN SQUARE PARK | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 235.01 * |
| | PS521816 | | 04/06/23 | 01 03/10-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 209.14 |
| | | | | 02 AT RIVERFRONT PARK | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 209.14 * |
| | PS521817 | | 04/06/23 | 01 04/01-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |

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|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------|-----------|-----------------------------|-------------------|--------------|----------|
| 538377 | PITSTOP PIT STOP | | | | | | |
| | PS521817 | 04/06/23 | 02 | AT VAN EMMON PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521818 | 04/06/23 | 01 | 04/01-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT FOX HILL PARK WEST | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521819 | 04/06/23 | 01 | 04/01-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT FOX HILL EAST | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521820 | 04/06/23 | 01 | 03/27-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 118.65 |
| | | | 02 | AT BEECHER PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 118.65 * |
| | PS521821 | 04/06/23 | 01 | 04/01-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 62.42 |
| | | | 02 | AT BRIDGE PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 62.42 * |
| | PS521822 | 04/06/23 | 01 | 03/27-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 36.15 |
| | | | 02 | AT RAINTREE PARK B | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 36.15 * |
| | PS521823 | 04/06/23 | 01 | 04/01-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT CANNONBALL | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521824 | 04/06/23 | 01 | 04/01-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT GREENS FILLING STATION | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521826 | 04/06/23 | 01 | 04/01-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 39.43 |
| | | | 02 | AT RIEMENSCHNEIGDER PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 39.43 * |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|--|-----------------|-----------|------------------------------|-------------------|--------------|------------|
| 538377 | PITSTOP PIT STOP | | | | | | |
| | PS521827 | 04/06/23 | 01 | 03/27-04/03 PORTOLET UPKEEP | 79-795-56-00-5620 | | 263.63 |
| | | | 02 | AT BRISTOL BAY REGIONAL PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 263.63 * |
| | PS521829 | 04/06/23 | 01 | 04/01-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT STEPPING STONES PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | PS521830 | 04/06/23 | 01 | 04/01-04/06 PORTOLET UPKEEP | 79-795-56-00-5620 | | 19.72 |
| | | | 02 | AT HIDING SPOT PARK | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 19.72 * |
| | | | | | CHECK TOTAL: | | 1,102.47 |
| 538378 | PRINTSRC LAMBERT PRINT SOURCE, LLC | | | | | | |
| | 3273 | 03/24/23 | 01 | SPORTS FIELD SIGNAGE | 79-795-56-00-5606 | | 211.50 |
| | | | | | INVOICE TOTAL: | | 211.50 * |
| | 3287 | 04/04/23 | 01 | SOCCER FIELD SPONSOR BANNER | 79-795-56-00-5606 | | 144.00 |
| | | | | | INVOICE TOTAL: | | 144.00 * |
| | | | | | CHECK TOTAL: | | 355.50 |
| 538379 | R0002208 HARI DEVELOPMENT YORKVILLE LLC | | | | | | |
| | 013123-STREBATE | 03/27/23 | 01 | NOV 2022-JAN 2023 SALES TAX | 01-640-54-00-5492 | | 1,328.80 |
| | | | 02 | REBATE | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 1,328.80 * |
| | | | | | CHECK TOTAL: | | 1,328.80 |
| 538380 | R0002573 BRIAN JAFFKE | | | | | | |
| | 033123-RFND | 03/31/23 | 01 | REFUND OVERPAYMENT ON FINAL | 01-000-13-00-1371 | | 54.99 |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|----------------------------|--|-----------|--|------------------------------------|--------------|--------------|
| 538380 | R0002573 033123-RFND | BRIAN JAFFKE 03/31/23 | 02 | BILL FOR ACCT#0105070700-07 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 54.99 * |
| | | | | | CHECK TOTAL: | | 54.99 |
| 538381 | R0002574 033123-RFND | CHAD & AMY BRELSFOARD 03/31/23 | 01 02 | REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0100131856-01 | 01-000-13-00-1371 ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 259.80 * |
| | | | | | CHECK TOTAL: | | 259.80 |
| 538382 | RIS 53166 | RECORD INFORMATION SYSTEMS INC 03/30/23 | 01 02 | 52 WEEKS OF ACCESS TO KENDALL COUNTY DATABASES | 01-000-14-00-1400 ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 575.00 * |
| | | | | | CHECK TOTAL: | | 575.00 |
| 538383 | SUBURLAB 212799 | SUBURBAN LABORATORIES INC. 03/31/23 | 01 | ROUTINE COLIFORM | 51-510-54-00-5429 | | |
| | | | | | INVOICE TOTAL: | | 571.20 * |
| | | | | | CHECK TOTAL: | | 571.20 |
| 538384 | UMBBANK 013123-STREBATE | UMB BANK 03/27/23 | 01 02 | NOV 2022-JAN 2023 SALES TAX REBATE | 01-640-54-00-5492 ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 146,978.07 * |
| | | | | | CHECK TOTAL: | | 146,978.07 |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|--------------------------------|-----------|-------------------------------|-------------------|--------------|--------------|
| 538385 | VITOSH | CHRISTINE M. VITOSH | | | | | |
| | CMV 2103 | 03/31/23 | 01 | 03/28/23 CITY COUNCIL MEETING | 90-196-00-00-0011 | | 80.00 |
| | | | 02 | 03/28/23 CITY COUNCIL MEETING | 01-110-54-00-5462 | | 80.00 |
| | | | | INVOICE TOTAL: | | | 160.00 * |
| | | | | CHECK TOTAL: | | | 160.00 |
| 538386 | WATERSYS | WATER SOLUTIONS UNLIMITED, INC | | | | | |
| | 111332 | 03/28/23 | 01 | CHLORINE | 51-510-56-00-5638 | | 3,798.69 |
| | | | | INVOICE TOTAL: | | | 3,798.69 * |
| | | | | CHECK TOTAL: | | | 3,798.69 |
| D002922 | YBSD | YORKVILLE BRISTOL | | | | | |
| | 2023.006 | 04/03/23 | 01 | APR 2023 LANDFILL EXPENSE | 51-510-54-00-5445 | | 19,490.67 |
| | | | | INVOICE TOTAL: | | | 19,490.67 * |
| | MAR-23 | 04/17/23 | 01 | MAR 2023 SANITARY FEES | 95-000-24-00-2450 | | 296,647.76 |
| | | | | INVOICE TOTAL: | | | 296,647.76 * |
| | | | | DIRECT DEPOSIT TOTAL: | | | 316,138.43 |
| 538387 | YORKGFPC | PETTY CASH | | | | | |
| | 041123 | 04/11/23 | 01 | JEWEL-WATER FOR CITY HALL | 01-110-56-00-5610 | | 10.00 |
| | | | | INVOICE TOTAL: | | | 10.00 * |
| | | | | CHECK TOTAL: | | | 10.00 |
| 538388 | YORKPRPC | YORKVILLE PARK & REC | | | | | |
| | 041123-REPLENISH | 04/11/23 | 01 | DOLLAR TREE-SUNCATCHERS | 79-795-56-00-5606 | | 20.00 |
| | | | 02 | DOOR FOR SCAVENGER HUNT | 79-795-56-00-5606 | | 15.00 |

| | | | | | | | |
|--------|-------------------------|--------|----------------------|--------|-----------------------|---------|--------------------|
| 01-110 | ADMINISTRATION | 01-112 | SUNFLOWER ESTATES | 25-225 | PARK & REC CAPITAL | 82-820 | LIBRARY OPERATIONS |
| 01-120 | FINANCE | 15-155 | MOTOR FUEL TAX | 42-420 | DEBT SERVICE | 84-840 | 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 04/25/2023

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|----------------------|-----------|--------------------------------|-----------------------------|--------------|------------|
| 538388 | YORKPRPC | YORKVILLE PARK & REC | | | | | |
| | 041123-REPLENISH | 04/11/23 | 03 | GOOD WILL-SCARECROW SUPPLIES | 79-795-56-00-5606 | | 19.00 |
| | | | 04 | DOLLAR TREE-SCARE CROW | 79-795-56-00-5606 | | 8.16 |
| | | | 05 | SUPPLIES | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 62.16 * |
| | | | | | CHECK TOTAL: | | 62.16 |
| 538389 | YOUNGM | MARLYS J. YOUNG | | | | | |
| | 031523-ADMIN | 04/11/23 | 01 | 03/15/23 ADMIN MEETING MINUTES | 01-110-54-00-5462 | | 85.00 |
| | | | | | INVOICE TOTAL: | | 85.00 * |
| | 032123-PW | 04/04/23 | 01 | 03/21/23 PW MEETING MINUTES | 01-110-54-00-5462 | | 85.00 |
| | | | | | INVOICE TOTAL: | | 85.00 * |
| | | | | | | | 170.00 |
| | | | | | TOTAL CHECKS PAID: | | 497,751.02 |
| | | | | | TOTAL DIRECT DEPOSITS PAID: | | 317,084.43 |
| | | | | | TOTAL AMOUNT PAID: | | 814,835.45 |

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY April 14, 2023

| | <u>REGULAR</u> | <u>OVERTIME</u> | <u>TOTAL</u> | <u>IMRF</u> | <u>FICA</u> | <u>TOTALS</u> |
|-------------------------------|----------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| ADMINISTRATION | 18,688.36 | - | 18,688.36 | 1,225.96 | 1,374.55 | 21,288.87 |
| FINANCE | 12,111.80 | - | 12,111.80 | 794.53 | 895.97 | 13,802.30 |
| POLICE | 133,352.93 | 2,662.78 | 136,015.71 | 411.40 | 10,119.01 | 146,546.12 |
| COMMUNITY DEV. | 27,902.23 | - | 27,902.23 | 1,859.90 | 2,096.11 | 31,858.24 |
| STREETS | 22,530.28 | 115.78 | 22,646.06 | 1,498.71 | 1,693.00 | 25,837.77 |
| BUILDING & GROUNDS | 2,328.71 | 43.66 | 2,372.37 | 165.47 | 192.96 | 2,730.80 |
| WATER | 19,359.42 | 400.46 | 19,759.88 | 1,296.24 | 1,429.71 | 22,485.83 |
| SEWER | 7,453.67 | 320.56 | 7,774.23 | 509.98 | 567.02 | 8,851.23 |
| PARKS | 25,407.98 | 50.38 | 25,458.36 | 1,646.31 | 1,887.22 | 28,991.89 |
| RECREATION | 20,894.49 | - | 20,894.49 | 1,309.03 | 1,556.24 | 23,759.76 |
| LIBRARY | 17,839.52 | - | 17,839.52 | 850.57 | 1,322.97 | 20,013.06 |
| TOTALS | \$ 307,869.39 | \$ 3,593.62 | \$ 311,463.01 | \$ 11,568.10 | \$ 23,134.76 | \$ 346,165.87 |
| TOTAL PAYROLL | | | | | | \$ 346,165.87 |



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, April 25, 2023

ACCOUNTS PAYABLE

DATE

City Check Register *(Pages 1 - 15)*

04/25/2023 \$ 814,835.45

SUB-TOTAL: \$814,835.45

ACH/WIRE PAYMENTS

Margaritas en Mayo - Liquor License

04/14/2023 \$ 25.00

TOTAL PAYMENTS: \$25.00

PAYROLL

Bi - Weekly *(Page 16)*

04/14/2023 \$ 346,165.87

SUB-TOTAL: \$ 346,165.87

TOTAL DISBURSEMENTS: \$ 1,161,026.32



| 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

Consent Agenda #2

Tracking Number

PW 2023-33

Agenda Item Summary Memo

Title: Water Reports for October 2022 – March 2023

Meeting and Date: City Council – April 25, 2023

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: PW – 4/18/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-33

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville WATER DEPARTMENT REPORT

October
2022
MONTH / YEAR

WELLS

| NO | WELL DEPTH (FEET) | PUMP DEPTH (FEET) | WATER ABOVE PUMP (FEET) | THIS MONTH'S PUMPAGE (GALLONS) |
|--------------|-------------------|-------------------|-------------------------|--------------------------------|
| 4 | 1394 | 795 | 370 | 15,615,000 |
| 7 | 1527 | 1125 | 485 | 14,121,000 |
| 8 | 1384 | 840 | 277 | 14,103,000 |
| 9 | 1368 | 861 | 346 | 11,442,000 |
| TOTAL PUMPED | | | | 55,281,000 |

CURRENT MONTH'S PUMPAGE IS 6,704,000 GALLONS **LESS THAN LAST MONTH**

12,241,200 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,783,258 GALLONS

DAILY MAXIMUM PUMPED: 2,276,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 80.29 GALLONS

WATER TREATMENT:

CHLORINE: 1507 LBS. FED CALCULATED CONCENTRATION: 3.38 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.73 MG/L

POLYPHOSPHATE: 1253 LBS. FED CALCULATED CONCENTRATION: .98 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 0.73 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 22

NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 22 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 25

COMMERCIAL: _____

INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

November
2022
MONTH / YEAR

WELLS

| NO | WELL DEPTH (FEET) | PUMP DEPTH (FEET) | WATER ABOVE PUMP (FEET) | THIS MONTH'S PUMPAGE (GALLONS) |
|---------------------|-------------------|-------------------|-------------------------|--------------------------------|
| 4 | 1394 | 795 | 370 | 13,820,000 |
| 7 | 1527 | 1125 | 490 | 12,269,600 |
| 8 | 1384 | 840 | 289 | 11,853,000 |
| 9 | 1368 | 861 | 346 | 11,201,000 |
| TOTAL PUMPED | | | | 49,143,600 |

CURRENT MONTH'S PUMPAGE IS 6,137,400 GALLONS **LESS THAN LAST MONTH**

1,914,600 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,638,120 GALLONS

DAILY MAXIMUM PUMPED: 2,014,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 73.61 GALLONS

WATER TREATMENT:

CHLORINE: 1351 LBS. FED CALCULATED CONCENTRATION: 3.41 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L

POLYPHOSPHATE: 984 LBS. FED CALCULATED CONCENTRATION: .87 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.71 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 12 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: _____ BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 10 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville WATER DEPARTMENT REPORT

January
2023
MONTH / YEAR

WELLS

| NO | WELL DEPTH (FEET) | PUMP DEPTH (FEET) | WATER ABOVE PUMP (FEET) | THIS MONTH'S PUMPAGE (GALLONS) |
|--------------|-------------------|-------------------|-------------------------|--------------------------------|
| 4 | 1394 | 795 | 370 | 15,147,000 |
| 7 | 1527 | 1125 | 508 | 9,707,700 |
| 8 | 1384 | 840 | 300 | 13,387,000 |
| 9 | 1368 | 861 | 346 | 11,247,000 |
| TOTAL PUMPED | | | | 49,488,700 |

CURRENT MONTH'S PUMPAGE IS 902,100 GALLONS **LESS THAN LAST MONTH**

1,433,300 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,596,410 GALLONS

DAILY MAXIMUM PUMPED: 2,080,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 66.35 GALLONS (Population changed from 21,500 to 23,000)

WATER TREATMENT:

CHLORINE: 1255 LBS. FED CALCULATED CONCENTRATION: 3.18 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L

POLYPHOSPHATE: 950 LBS. FED CALCULATED CONCENTRATION: .84 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.71 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 73 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 3 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 17 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

March
2023
MONTH / YEAR

WELLS

| NO | WELL DEPTH (FEET) | PUMP DEPTH (FEET) | WATER ABOVE PUMP (FEET) | THIS MONTH'S PUMPAGE (GALLONS) |
|---------------------|-------------------|-------------------|-------------------------|--------------------------------|
| 4 | 1394 | 795 | 392 | 23,251,000 |
| 7 | 1527 | 1125 | 520 | 0 |
| 8 | 1384 | 840 | 288 | 13,859,000 |
| 9 | 1368 | 861 | 346 | 13,030,000 |
| TOTAL PUMPED | | | | 50,140,000 |

CURRENT MONTH'S PUMPAGE IS 651,300 GALLONS **MORE THAN LAST MONTH**

1,792,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,617,419 GALLONS

DAILY MAXIMUM PUMPED: 2,022,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 66.55 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1144 LBS. FED CALCULATED CONCENTRATION: 2.89 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.62 MG/L

POLYPHOSPHATE: 1038 LBS. FED CALCULATED CONCENTRATION: .92 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
30 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.63 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 38 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 4 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 28 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2023-38

Agenda Item Summary Memo

Title: Fox Hill and Sunflower SSA Area Mowing and Maintenance

Meeting and Date: City Council – April 25, 2023

Synopsis: RFP results for a 3-year contract to maintain SSA areas in Sunflower and Fox Hill

Council Action Previously Taken:

Date of Action: PW – 4/18/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-38

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 11, 2023
Subject: Fox Hill and Sunflower SSA Mowing RFP Results

Summary

RFP results and a recommendation from staff to award a 3-year contract to Cox Landscaping of Yorkville for the mowing and maintenance of the Fox Hill and Sunflower SSA areas.

Background

We held a bid opening on April 7th for the mowing and maintenance of the Fox Hill and Sunflower SSA areas. We received five (5) bids, most of which were competitive. From those bids, staff is recommending Cox Landscaping from Yorkville. Cox Landscaping has been our contractor for the past 6 years for the Fox Hill and Sunflower SSA areas and has proven that they are reliable and trustworthy. We have very few complaints each year, and the areas are kept in good shape. They were not low bidder in every category for every year, but they were low bidder for most of the categories and were not that much higher in the few categories that they lost out on.

I have attached the bid tabulation form for your review. One significant item of note is the increase in the cost of the services. Costs will be double what we are paying on the current contract for mowing. Staff knew there was going to be an increase, but a 100% increase was not expected. I am working with Finance Director Fredrickson to adjust the budget to reflect this cost increase. This increase will cause the mowing cost to go from approximately \$3500-\$4000 per year to \$7000-\$7500 per year. This increase will more than likely result in an increase of each of the levies of these SSA areas.

Recommendation

Staff recommends awarding the 3-year contract to Cox Landscaping of Yorkville.

Fox Hill and Sunflower SSA Area Mowing and Maintenance Bid Tabulation Sheet

4/11/2023 ED

Cornerstone Partners
PO Box 745
St. Charles, IL 60174

Ramiro Guzman Landscaping Inc
17146 S. Lily Cache Rd
Plainfield, IL 60586

West Hauling and Landscaping
918 Kensy Ct.
Plano, IL 60545

Cox Landscaping
204 E. Park
Yorkville, IL 60560

Langston Group
4510 Dean St.
Woodstock, IL 60098

| Work Item | Cost | Work Item | Cost | Work Item | Cost | Work Item | Cost | Work Item | Cost |
|----------------------------|----------|----------------------------|----------|----------------------------|---------|----------------------------|---------|----------------------------|---------|
| Mowing Fox Hill (Acre) | | Mowing Fox Hill (Acre) | | Mowing Fox Hill (Acre) | | Mowing Fox Hill (Acre) | | Mowing Fox Hill (Acre) | |
| 2023-2024 | \$79.00 | 2023-2024 | \$125.00 | 2023-2024 | \$65.00 | 2023-2024 | \$50.00 | 2023-2024 | \$50.40 |
| 2024-2025 | \$83.00 | 2024-2025 | \$135.00 | 2024-2025 | \$66.00 | 2024-2025 | \$50.00 | 2024-2025 | \$51.92 |
| 2025-2026 | \$88.00 | 2025-2026 | \$140.00 | 2025-2026 | \$67.00 | 2025-2026 | \$60.00 | 2025-2026 | \$53.48 |
| Mowing Sunflower (Acre) | | Mowing Sunflower (Acre) | | Mowing Sunflower (Acre) | | Mowing Sunflower (Acre) | | Mowing Sunflower (Acre) | |
| 2023-2024 | \$79.00 | 2023-2024 | \$130.00 | 2023-2024 | \$65.00 | 2023-2024 | \$50.00 | 2023-2024 | \$50.40 |
| 2024-2025 | \$83.00 | 2024-2025 | \$140.00 | 2024-2025 | \$66.00 | 2024-2025 | \$50.00 | 2024-2025 | \$51.92 |
| 2025-2026 | \$88.00 | 2025-2026 | \$150.00 | 2025-2026 | \$67.00 | 2025-2026 | \$60.00 | 2025-2026 | \$53.48 |
| General Maintenance (Hour) | | General Maintenance (Hour) | | General Maintenance (Hour) | | General Maintenance (Hour) | | General Maintenance (Hour) | |
| 2023-2024 | \$200.00 | 2023-2024 | \$250.00 | 2023-2024 | \$50.00 | 2023-2024 | \$45.00 | 2023-2024 | \$76.00 |
| 2024-2025 | \$210.00 | 2024-2025 | \$250.00 | 2024-2025 | \$50.00 | 2024-2025 | \$50.00 | 2024-2025 | \$78.28 |
| 2025-2026 | \$220.00 | 2025-2026 | \$250.00 | 2025-2026 | \$52.00 | 2025-2026 | \$55.00 | 2025-2026 | \$80.63 |
| Debris Removal (Hour) | | Debris Removal (Hour) | | Debris Removal (Hour) | | Debris Removal (Hour) | | Debris Removal (Hour) | |
| 2023-2024 | \$200.00 | 2023-2024 | \$250.00 | 2023-2024 | \$50.00 | 2023-2024 | \$45.00 | 2023-2024 | \$76.00 |
| 2024-2025 | \$210.00 | 2024-2025 | \$250.00 | 2024-2025 | \$50.00 | 2024-2025 | \$50.00 | 2024-2025 | \$78.28 |
| 2025-2026 | \$220.00 | 2025-2026 | \$250.00 | 2025-2026 | \$52.00 | 2025-2026 | \$55.00 | 2025-2026 | \$80.63 |
| Labor (Hour) | | Labor (Hour) | | Labor (Hour) | | Labor (Hour) | | Labor (Hour) | |
| 2023-2024 | \$200.00 | 2023-2024 | \$65.00 | 2023-2024 | \$50.00 | 2023-2024 | \$45.00 | 2023-2024 | \$76.00 |
| 2024-2025 | \$210.00 | 2024-2025 | \$65.00 | 2024-2025 | \$50.00 | 2024-2025 | \$50.00 | 2024-2025 | \$78.28 |
| 2025-2026 | \$220.00 | 2025-2026 | \$65.00 | 2025-2026 | \$52.00 | 2025-2026 | \$55.00 | 2025-2026 | \$80.63 |
| Mulch (Yard) | | Mulch (Yard) | | Mulch (Yard) | | Mulch (Yard) | | Mulch (Yard) | |
| 2023-2024 | \$270.00 | 2023-2024 | \$85.00 | 2023-2024 | \$65.00 | 2023-2024 | \$55.00 | 2023-2024 | \$80.00 |
| 2024-2025 | \$284.00 | 2024-2025 | \$85.00 | 2024-2025 | \$65.00 | 2024-2025 | \$55.00 | 2024-2025 | \$82.40 |
| 2025-2026 | \$300.00 | 2025-2026 | \$85.00 | 2025-2026 | \$65.00 | 2025-2026 | \$65.00 | 2025-2026 | \$84.87 |

Low bid



| 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

Consent Agenda #4

Tracking Number

PW 2023-39

Agenda Item Summary Memo

Title: Leak Detection Proposal

Meeting and Date: City Council – April 25, 2023

Synopsis: Proposal from M.E. Simpson to survey all 156 miles of water mains for leaks

Council Action Previously Taken:

Date of Action: PW – 4/18/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-39

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: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 12, 2023
Subject: Water Main Leak Detection Proposal

Summary

Staff is proposing the approval of a sole source contract from M.E. Simpson Company for a leak detection survey of all water mains in the city. This is part of our commitment to reduce our non-revenue water loss to get under the 10% threshold to receive Lake Michigan water.

Background

M.E. Simpson has been our water main lead detection contractor for the past 3 years. Their work is very thorough, and their leak detection has been spot on every time. This is very important when you are relying on someone to pinpoint a leak so you can dig it up and repair it with the least amount of damage. We would like to keep using M.E. Simpson for these services, they are reasonably priced, accurate, and perform the work in a timely manner.

This proposal is to perform leak detection on all 156 miles of city water main. Going forward, this will be standard practice each year to abide with the guidelines of the IDNR to help stay in compliance with a <10% non-revenue water loss. After this year, I hope to look at multiple year contracts to try and lock in a lower or steady price.

This work will hopefully take place through the early summer which will leave us time to perform needed repairs before winter.

The proposed cost to perform this work is \$37,440 which is \$240/mile of water main. This is only a \$10/mile or \$1560 increase over last years contract. This is approximately a 4% increase which is one of the lowest increases I have seen in a while.

Recommendation

I recommend the approval of the contract with M.E. Simpson in the amount of \$37,440.0



February 11, 2023

Mr. John Bauer
Water Distribution Foreman
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer

M.E. Simpson Co., Inc. is pleased to present the City of Yorkville our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joe.Nepras@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. There will be a minimum of Two Persons per team working on the survey at all times.

- 💧 Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- 💧 All Field Staff will have readily observable identification badges worn while in the field.
- 💧 The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.
- 💧 Initially listen to all fire hydrants, all accessible main line valves, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- 💧 Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- 💧 Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500’ between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300’ between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150’ between listening points.
- 💧 A “suspected leak” log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- 💧 When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- 💧 The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be “interpolated” as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- 💧 The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- 💧 For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- 💧 The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- 💧 The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- 💧 The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- 💧 The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- 💧 It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- 💧 As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- 💧 Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- 💧 If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- 💧 Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- 💧 The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- 💧 FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- 💧 Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital, TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- 💧 **RADIO Detection** Line Locators.
- 💧 **Chicago Tape, Fisher M-Scope** or **Schonstedt** magnetic locators.
- 💧 **All necessary valve keys and hand tools**
- 💧 Truck mounted arrow board/signage and warning lights.
- 💧 Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.”

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- 💧 Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- 💧 The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- 💧 **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- 💧 **The Project Manager will** meet with the Utility regularly for a progress report.
- 💧 **Prepare a progress report** at monthly intervals for the Utility if requested.
- 💧 Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss

Effective communication...

accurate documentation...

Insuring the success for

the leak survey

- 💧 **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey.

This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- 💧 The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- 💧 The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- 💧 The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- 💧 The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- 💧 The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- 💧 We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.

While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- 💧 The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- 💧 Any listening points located in a "confined space" such as pit and vault installations that require entry will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in Confined Space Entry & Self-Rescue.
- 💧 We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are trained and certified in First Responder First Aid & CPR.
- 💧 We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**

- All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Yorkville’s water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our “Proposal” for a Water Distribution System Leak Detection program for the City of Yorkville. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **156** miles of watermain within the City of Yorkville’s water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

Option 1 - Entire System Leak Survey

| | |
|--|---------------------|
| Water Distribution System Leak Survey Program Fee (lump sum) | \$37,440.00* |
|--|---------------------|

Option 2 - 2023 & 2024 Leak Survey ½ of City Annually

| | |
|--|----------------------|
| 2023 Water Distribution ½ System Leak Survey Program Fee (lump sum) Leak Survey 78 Miles of City’s Watermain in 2023 | \$18,720.00** |
|--|----------------------|

| | |
|--|----------------------|
| 2024 Water Distribution ½ System Leak Survey Program Fee (Lump Sum) Leak Survey 78 Miles of City’s Watermain in 2024 | \$18,720.00** |
|--|----------------------|

| | |
|-----------------------|----------------------|
| Option 2 Total | \$37,440.00** |
|-----------------------|----------------------|

******Any water main surveyed in addition to the above **156** original miles of watermain will be surveyed at the rate of **\$240.00** per mile of pipe.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2023-16

Agenda Item Summary Memo

Title: Poppy Days Proclamation

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: _____

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

UNITED CITY OF YORKVILLE

Proclamation

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

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

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

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

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

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

Dated this 25th day of April, 2023, A.D.

John Purcell, Mayor



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2023-17

Agenda Item Summary Memo

Title: Proposed Sewer Maintenance Fee Increase FY 2024

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: April 17, 2023
Subject: Sewer Maintenance Fee Increase

Summary

Approval of sewer maintenance fee increase, as proposed in the Fiscal Year 2024 budget document.

Background

This item was last discussed at the March 14th City Council meeting in conjunction with the FY 24 budget presentation.

As presented in the FY 24 budget, Staff is proposing a nominal increase in the bi-monthly sewer maintenance fee of \$0.65 (+3% or \$3.90 a year), from \$21.50 to \$22.15. Staff believes that this marginal increase in the sewer maintenance fee is necessary to help offset recent inflationary operational cost increases, finance future capital expenditures, debt service, developer commitments and to maintain Sewer Fund reserves at the City's minimum policy benchmark of 25% of total expenses and transfers. The current sewer maintenance fee of \$21.50 went into effect May 1, 2022 (FY 2023). Prior to that that fee was set at \$20.87 since May 1, 2018 (FY 19 – per Ord 2014-16).

Recommendation

Staff recommends approval of the attached ordinance.

Ordinance No. 2023-_____

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

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

WHEREAS, expenses to be paid by the City’s sewer fund include operational expenses and expenses incurred in expansion of the sewer system, namely repayment of bonds; and,

WHEREAS, in order to maintain adequate sewer fund reserves, the City now desires to increase the sewer service rates; and,

WHEREAS, Mayor and City Council have determined that the fees established by this ordinance are reasonable to pay for the cost of such services.

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

Section 1. That Title 7, Chapter 6, Section 6-3 of the United City of Yorkville Code of Ordinances is hereby amended by deleting this section in its entirety and replacing it with the following:

A. Sanitary Sewer Service rates shall be as follows:

1. Effective May 1, 2023, the sewer rates shall be:

\$22.15 bi-monthly

Section 2. Notwithstanding the rates hereinabove set forth, the City Council retains its right at any time to change, increase, decrease, add or eliminate charges so long as such action is taken in accordance with all applicable law.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR



| 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 2023-18

Agenda Item Summary Memo

Title: Sale of 800 Game Farm Road

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 20, 2023
Subject: Sale of 800 Game Farm Rd to the Yorkville School District

Summary

Consideration of an intergovernmental agreement for sale of 800 Game Farm Rd to the Yorkville School District.

Background

The Yorkville City Hall and Police Station was constructed in 1999 and has operated as the City's main public building since then. With the acquisition, renovation, and move-in to 651 Prairie Pointe this week, the City Council has confirmed that the Game Farm Road building is no longer necessary to keep. Given the property's proximity to the School District buildings, the School District has expressed varying levels of interest in the property over the years. In the past couple weeks, that interest has resulted in high level discussions about sale of the building, which have culminated in a tentative agreement to sell the building to the School District for \$700,000.

Accordingly, Attorney Orr and the School District's attorney have drafted a purchase/sale/intergovernmental agreement for our consideration. In general, the City can agree to sell the property to the School District at any price with one City Council vote via the Local Government Property Transfer Act. The agreement drafted stipulates the building will be sold as is, and the closing will occur by the end of May. Additionally, both entities agree to make an effort to clear the building by early May so that the School District can begin some mutually agreeable improvements to the building with an aim to get the building operational by the start of the school year.

Recommendation

Staff recommends approval of the intergovernmental agreement for sale of 800 Game Farm Rd to the Yorkville School District

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AUTHORIZING THE SALE OF 800 GAME FARM ROAD
(Yorkville City Hall)**

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

WHEREAS, the City holds title to the parcel of real estate located at 800 Game Farm Road, City of Yorkville, Kendall County, Illinois, and identified as a part of PIN 02-29-427-001 (said real estate, together with all improvements, fixtures, easements, appurtenances, and benefits pertaining thereto, being hereafter referred to as the “Real Estate”); and,

WHEREAS, Yorkville Community Unit School District, Kendall County, Illinois (the “District”), desires to purchase the Real Estate from the City, and the City desires to sell the Real Estate to the District, upon the terms and conditions hereinafter set forth; and,

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

WHEREAS, pursuant to Section 2 of the Local Government Property Transfer Act (50 ILCS 605/2) the City has the authority to transfer title of the Real Estate to the District upon such terms as may be agreed upon by the parties; and,

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

WHEREAS, the City and District desire to utilize the powers granted them under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into a Real Estate Purchase Agreement as hereinafter provided.

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

Section 1. The foregoing recitals are hereby incorporated in this Ordinance as the findings of the Mayor and City Council.

Section 2. The Real Estate Purchase Agreement in the form attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement and to take any and all action as may be required to implement its terms.

Section 3: 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. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2023.

Mayor

Attest:

City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 2023, by and between the United City of Yorkville (“**Seller**”), and the Board of Education of Yorkville Community Unit School District No. 115, Kendall County, Illinois (“**Purchaser**”) (Seller and Purchaser may be collectively referred to as the “**Parties**”).

WITNESSETH:

WHEREAS, Seller currently holds title to the parcel of real estate located at 800 Game Farm Road, City of Yorkville, Kendall County, and further identified as P.I.N. 02-29-427-001, legally described on *Exhibit “A”* attached hereto and made a part hereof (said real estate, together with all improvements, fixtures, easements, appurtenances, and benefits pertaining thereto, being hereinafter referred to as the “**Seller’s Property**”); and

WHEREAS, Purchaser desires to purchase a portion of Seller’s Property (said portion of the real estate, together with all improvements, fixtures, easements, appurtenances, and benefits pertaining thereto, being hereinafter referred to as the “**Real Estate**”), which is depicted on Exhibit A hereto;

WHEREAS, Real Estate from Seller, and Seller desires to sell the Real Estate to Purchaser, upon the terms and conditions hereinafter set forth; and

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

WHEREAS, pursuant to Section 5-22 of the *School Code* (105 ILCS 5/5-22) and Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), Seller has the authority to transfer title of the Real Estate to Purchaser upon such terms as may be agreed upon by the parties; and

WHEREAS, the Seller and Purchaser are further authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Seller and Purchaser desire to utilize the powers granted them under Article VII, Section 10 of the Illinois Constitution and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of Seller and Purchaser, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale and Purchase**. Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of Seven Hundred Thousand Dollars

(\$700,000.00) (“**Purchase Price**”), plus or minus prorations at the time of Closing (defined in Paragraph 5 below).

2. **Conveyance**. At the Closing, Seller shall convey or cause to be conveyed to Purchaser or Purchaser’s nominee by recordable warranty deed (the “**Deed**”), the Real Estate “As Is”, Where Is”, “With All Faults” condition as of the date of this Agreement and of Closing subject to title **Permitted Title Exceptions** and Seller hereby disclaims any warrant of merchantability of fitness for a particular purpose, express or implied.

3. **Survey**. Seller will obtain a survey of the Real Estate prepared by an Illinois registered land surveyor in accordance with the current minimum standard detail requirements for ALTA/NSPS land title surveys (“**Survey**”), showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line setbacks, fences, and any improvements on the Real Estate and distances thereof to all lot lines. If requested, Seller agrees to provide at the Closing an affidavit verifying that no changes in improvements have been made since the date of the Survey. If the Survey shows other than Permitted Exceptions or encroachments from adjacent property, then these shall be considered defects in the title to the Real Estate. After receipt of the Survey, the parties will agree upon a legal description for the Real Estate.

4. **Evidence of Title**. Seller shall deliver, or cause to be delivered, to Purchaser within ten (10) days from the date of the last party to execute this Agreement, a current title commitment from Chicago Title Insurance Company (or such other title insurance company acceptable to Purchaser) (“**Title Company**”) for a current ALTA owner’s title insurance policy, (“**Title Commitment**”) providing extended coverage by deletion of the general exceptions that would otherwise be included in such title insurance policy, as well as a legal description equivalency endorsement insuring that the legal description of the Real Estate in Exhibit A is legally the same as that in the title commitment and the Survey, should the legal description in either the title or the Survey not be identical to that in Exhibit A, in the amount of the Purchase Price, together with copies of all instruments containing or creating covenants, conditions, easements, and restrictions affecting the Real Estate. Purchaser shall have the right to review the Title Commitment and all exceptions to title referenced in the Title Commitment and Survey and object to any matters reflected on the Title Commitment or the Survey, by delivering written notice thereof to Seller on or before the date that is five (5) days from receipt of the Title Commitment and Survey, respectively. Except for Mandatory Cure Items, Seller may, but shall have no obligation to, have an exception to title referenced in the Title Commitment and so objected to by Purchaser or any exceptions to the Survey so objected to by Purchaser, removed from the Title Commitment or the Survey or insured or endorsed over by the Title Company. Notwithstanding anything contained in this Agreement to the contrary, it is agreed that any Mandatory Cure Items disclosed on the Title Commitment shall be automatically deemed unpermitted exceptions, and Seller shall cause all such Mandatory Cure Items disclosed in the Title Commitment to be removed therefrom or insured or endorsed over by the Title Company on or before the Closing Date. If Seller fails to cause the Title Company to have all exceptions to the Title Commitment or the Survey so objected to by Purchaser removed (or committed to be removed to be insured or endorsed over by the Title Company) in a manner reasonably acceptable to Purchaser, on or before the Title Approval Date, Purchaser may elect, by written notice delivered to Seller on or before the expiration of the Title

Review Period, as its sole and exclusive recourse, to either (i) terminate this Agreement, in which event all obligations of the parties hereunder shall terminate, and this Agreement shall otherwise have no further force and effect, or (ii) accept title to the Real Estate subject to all exceptions that the Title Company has not so removed (or committed to be removed) or committed to insure or endorse over or that were not so removed from the Survey, all of which shall thereafter be deemed “Permitted Title Exceptions”, hereunder; provided, however, that with respect to any Mandatory Cure Items disclosed on the Title Commitment, Seller shall not be obligated to have the Title Company remove (or commit to remove) or commit to insure or endorse over same prior to the conclusion of the Due Diligence Period and, instead, Seller shall be required to have same removed or insured or endorsed over by the Title Company on or prior to the Closing Date at no additional cost to Purchaser. Purchaser’s failure to make either election on or before the expiration of the Due Diligence Period shall be deemed an election under clause (ii) above, Purchaser shall have the right, at any time prior to Closing, to cause the Title Company to issue such endorsements (“Purchaser Endorsements”) to the Title Policy as Purchaser shall deem necessary (including, without limitation so-called “extended coverage”, if available in the jurisdiction where the Property is located), at Purchaser’s sole cost and expense, Seller shall have no obligation to obtain such Purchaser Endorsements, to incur any additional costs or liabilities in connection with procuring such Purchaser Endorsements or to obtain any consents, approvals or estoppel certificates from third parties in connection with procuring such Purchaser Endorsements, and Purchaser’s ability or inability to obtain such Purchaser Endorsements shall not constitute a condition precedent to Purchaser’s obligations under this Agreement. Any matter of title that is not otherwise a Permitted Title Exception hereunder and that is timely objected to by Purchaser in accordance with this Section shall be herein collectively referred to as the “Title Objections”. For purposes of this Agreement, Mandatory Cure Items shall mean any delinquent real property taxes or special assessments with respect to the Real Estate, any undisputed judgment liens against Seller encumbering the Real Estate, and any voluntary monetary liens (i.e., deeds of trust or mortgages or mechanic’s liens affecting the Real Estate and arising out of the acts of Seller), all to the extent disclosed in the Title Commitment or any update thereto (collectively, “**Mandatory Cure Items**”). The Seller shall provide to Purchaser a title policy at Closing in accordance with this Paragraph. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller.

5. **Closing.** The Closing of the transaction herein described (the “**Closing**”) but only upon satisfaction of the Conditions of Closing as stated in paragraph 7 below, shall be on May 30, 2023, or as mutually agreed at the offices of the Title Company or at such other location as the Parties hereto mutually agree, through a New York Style closing; provided, however, that title is delivered in accordance with Paragraph 2 hereof. The transaction herein contemplated may, upon election of either party, be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of New York Style Escrow Agreement then in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the consideration and delivery of the Deed shall be made through the escrow and the cost of said escrow shall be equally divided between Seller and Purchaser.

6. **Delivery of Possession.** Seller shall deliver possession and control of the Real Estate on the day of the Closing.

7. **Conditions of Closing.**

- A. Closing of the transaction is contingent upon the execution of an agreement (the “*Preschool Agreement*”) providing for the use of a portion of the sports building behind the Yorkville High Academy (the “*Sports Building*”) for no charge or rental fee for the operation of the Seller’s Preschool Program or such other location with equivalent space to support no less than two (2) classrooms, access to a larger preschool space, playground and open space for a period of term of time as agreed by the parties and such other terms as mutually agreeable to the parties. It is further understood that said Preschool Agreement shall provide for the Seller and Purchaser to continue to coordinate the Seller’s Preschool Program with the Purchaser’s Educator Pathways Program and the Family and Consumer Science class pursuant to such terms as mutually agreeable to the parties.
- B. Purchaser shall accept in an “As Is” condition all furniture and furnishings found in the Real Estate at the Closing.

8. **Covenants, Representations, and Warranties.** To induce Purchaser to enter into this Agreement, Seller hereby covenants, represents, and warrants to Purchaser as of the date hereof and as of the date of Closing that:

- A. Authority of Seller. Seller has full power to execute, seal, acknowledge, and deliver this Agreement, and to consummate each and all of the transactions contemplated hereby, including, but not limited to, conveying good and marketable fee simple title to the Real Estate and that Seller owns all personal property being transferred to Purchaser free and clear of any liens.
- B. Violation of Laws and Restrictions. Seller has not received any notice relating to any violations of applicable laws, ordinances, statutes, rules, regulations, and restrictions pertaining to or affecting the Real Estate.
- C. Notice of Legal Proceedings. Seller has not received any notice relating to any legal actions, suits, or other legal or administrative proceedings, including pending assessments, condemnation, eminent domain, or quiet title cases, pending or threatened, against the Real Estate.
- D. Leases, Tenancies, and Encumbrances. There are no contracts, covenants, financing statements, leases, tenancies, or other agreements that affect the Real Estate and which will survive the Closing. Seller shall be fully responsible for payment and satisfaction of any and all obligations, liabilities, expenses, and accruals relating to or affecting the Real Estate which were incurred or accrued or where the underlying act or omission giving rise to any claim or cause of action occurred prior to the date of the Closing.
- E. Compliance with Laws. Other than acts of Purchaser, there are no conditions existing with respect to the Real Estate which violate any law, rule, ordinance, regulation, agreement, covenant, or private restriction applicable to the Real Estate, including, but

not limited to, regulations relating to building, zoning, safety, or health codes or regulations.

- F. Hazardous Materials. Neither Seller nor, to the best of Seller's knowledge, any other person has ever caused or permitted any "**Hazardous Material**," as hereinafter defined, to be placed, held, located, or disposed of, on, under, or at the Real Estate, or any part thereof or into the atmosphere or any watercourse, body of water, or wetlands that are part of the Real Estate or run through the Real Estate, nor has the Real Estate ever been used as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Seller further represents that no underground or aboveground storage tanks have been located on the Real Estate, the Real Estate has never been used as a dump for any waste material, the Real Estate and its prior uses comply with, and at all times have complied with, any applicable governmental law, regulation, or requirement relating to environmental and occupational health and safety matters and Hazardous Materials. Seller's representations shall be deemed to survive the Closing.

For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance, waste, gas, particulate matter, or any pollutant or contaminant defined as such in (or for purposes of) the *Comprehensive Environmental Response, Compensation and Liability Act*, any so-called "Superfund" or "Superlien" law, the *Toxic Substances Control Act*, or any other federal, state or local statute, laws, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "**Statutes**"), or any other hazardous, toxic or dangerous waste, substance, or material.

- G. Foreign Status of Seller. Section 1445 of the Internal Revenue Code (the "**Code**") does not apply to this transaction in that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations). On or before the date of the Closing Seller shall provide Purchaser with an affidavit of compliance with Section 1445, as set forth in the Code and applicable Regulations. If Seller fails to provide the necessary affidavit and/or documentation of exemption on or before the date of Closing, or if Purchaser has reason to believe such affidavit is false or incorrect, Purchaser shall have the right to proceed with the withholding provisions as set forth in Section 1445 of the Code.
- H. Notice of Action. From the date hereof through the Closing, Seller shall promptly comply with and forthwith give notice to Purchaser of all notices received by Seller relating to the Real Estate given pursuant to any threatened or actual litigation or any state, city, or municipal law, ordinance, regulation, or order, and shall comply with the requirements of any authority, state, city, or municipal department or other governmental entity having jurisdiction over the Real Estate or the use thereof.
- I. Prohibition on Encumbrances. Between the date of this Agreement and the Closing Seller shall not: (i) create, incur, or suffer to exist any mortgage, lien, pledge, or other

encumbrance in any way affecting the Real Estate; or (ii) enter into any contracts or agreements pertaining to the Real Estate without first obtaining the written consent of Purchaser.

- J. Encroachments. No building or other improvement encroaches onto the Real Estate, nor does any building or improvement which is part of the Real Estate encroach upon any adjacent property or easements of others, or on any public right of way.

9. **Provisions with Respect to the Closing**. At the Closing, Seller shall deliver (in addition to the Deed referred to in Paragraph 2 above) to the Purchaser the following fully executed documents (“**Closing Documents**”), all in form and substance reasonably satisfactory to Purchaser:

- A. A non-foreign affidavit in accordance with Section 1445 of the Internal Revenue Code;
- B. An ALTA statement in customary form;
- C. Affidavit of Title in customary form;
- D. Closing Statement executed by the Parties;
- E. Applicable Real Estate Transfer Declarations;
- F. Warranty Deed in customary form conveying the Real Estate to Purchaser subject only to the Permitted Exceptions;
- G. A Seller’s Certificate reaffirming the representations and warranties Seller has made in Paragraph 8 hereof;
- H. Personal Gap undertaking;
- I. Bill of Sale transferring title of all fixtures, furniture, equipment, and all other personal property on the Real Estate as of the date of this Agreement to Purchaser free and clear of all liens; and
- J. All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as are reasonably necessary, expedient, or proper to complete any and all conveyances, transfers, sales, and assignments herein provided relating to the Real Estate.

10. **Conditions to Purchaser’s Obligations to Close**. Purchaser shall have no obligation to consummate the transaction provided for by this Agreement (but Purchaser shall be entitled to consummate the transaction provided hereby) unless each and every one of the following conditions shall have been satisfied:

- A. The continued validity in all respects of the aforesaid representations of Paragraph 8 shall be a condition precedent to Purchaser's obligation to close the transaction contemplated hereby. If any of said covenants shall not be valid and correct at any time during the period from the date hereof through the date of the Closing, then Purchaser may, at Purchaser's option, terminate this Agreement and receive a refund of the Earnest Money described herein, together with interest accrued, and there shall thereafter be no further liability on the part of Purchaser hereunder, or, Purchaser may elect to close the transaction without any waiver or limitation of the remedies available to Purchaser hereunder or under law. All representations made by Seller under this Agreement shall survive the Closing.
- B. This Agreement shall not have been previously terminated pursuant to any other provision hereof.
- C. The Seller shall be prepared to deliver to Purchaser all instruments and documents to be delivered to Purchaser at the Closing pursuant to the terms and provisions hereof.
- D. No eminent domain or condemnation proceeding shall have been initiated which might result in the taking of any part of the Real Estate. Seller shall immediately notify Purchaser in writing of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated.
- E. There shall have been no material change in, damage to, or casualty suffered by the Real Estate. In the event of any casualty the provisions of the *Uniform Vendor and Purchaser Risk Act* of the State of Illinois shall be applicable to this Agreement.
- F. Title and Survey shall have been delivered in satisfactory condition in accordance with the terms of Paragraphs 3 and 4 above.

In the event that any of the conditions above set forth have not been satisfied, then, at the election of Purchaser, and subject to the provisions of this Paragraph 10, this Agreement shall terminate, and Purchaser shall be relieved of all further rights, duties, and obligations under this Agreement, and shall be entitled to pursue any and all legal and equitable remedies available to it against Seller.

11. **Due Diligence – Purchaser's Right to Terminate.**

- A. Anything in this Agreement to the contrary notwithstanding, the Purchaser shall have until May 25, 2023 ("Due Diligence Period"), to conduct such reasonable tests, studies, and examinations as it may deem necessary or appropriate to determine, in its sole and absolute judgment, the acceptability of the Real Estate for purchase by the Purchaser, as well as to obtain any and all governmental approvals, specifically including, but not limited to, zoning approvals, to allow Purchaser to utilize the Real Estate for Purchaser's intended purpose (the "**Due Diligence**"). The Purchaser and its agents shall have the right to enter upon the Real Estate for the purpose of inspecting the Real Estate in accordance with this Paragraph.

- B. The Purchaser understands and agrees that all such inspections and reviews shall be conducted in a manner so as to provide a minimum of disturbance to the Real Estate.
- C. If, after undertaking such efforts, the Purchaser, in its sole discretion, determines that for any reason it shall not proceed with the acquisition of the Real Estate, the Purchaser may, by written notice to the Seller given not later than the expiration of the Due Diligence Period, notify the Seller of the Purchaser's inability to satisfy itself with respect to the Real Estate and its election to declare this Agreement cancelled and null and void.
- D. In the event that the Purchaser does not notify the Seller that the Purchaser has elected to declare this Agreement cancelled and null and void in the manner and within the time period set forth in this Section, this Agreement shall remain in full force and effect, except that the Purchaser's option to satisfy itself as to the above matters or to declare this Agreement cancelled and null and void shall be terminated and be of no force and effect.
- E. The Purchaser's satisfaction of itself of the matters set forth in this Section shall be done for the Purchaser's own account and not as a representative or agent of the Seller.

12. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either (i) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, (ii) sent by nationally recognized overnight delivery service with proof of delivery, or (iii) personally delivered by hand against receipt therefor to the Parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or, if mailed, on date of deposit with the U.S. Postal Service or a nationally recognized overnight delivery service.

If to Seller: United City of Yorkville
651 Prairie Road
Yorkville, Illinois 60560
Attn: Bart Olson

with a copy to: Kathleen Field Orr
City Attorney
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

If to Purchaser: Dr. Tim Shimp
Yorkville Community Unit School District No. 115
602 Center Parkway
Yorkville, Illinois 60560

with a copy to: Kerry B. Pipal

Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
500 Park Blvd., Suite 1000
Itasca, IL 60143

13. **Time.** Time is of the essence of this Agreement.
14. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois, notwithstanding its choice of law provisions. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine, or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”
15. **Business Days.** If the date for Closing or performance of an obligation falls on a Saturday, Sunday, or holiday, the date shall be deferred until the first business day following. This Agreement contains the entire agreement between the Parties hereto relative to the sale of the Real Estate and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement, which alone fully and completely expresses the agreement of the Parties. No amendments, modifications, or changes shall be binding upon a party unless set forth in a duly executed document.
16. **Broker.** Seller hereby represents to Purchaser that Seller has not had any dealings with respect to the Real Estate and this Agreement with any broker or real estate dealer. Seller agrees to indemnify, defend, and hold Purchaser harmless against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
17. **Waiver.** Purchaser reserves the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge, or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or change is sought.
18. **Binding Effect and Survival.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Any covenant, representation, or agreement by a party hereunder which by its terms or by implication imposes an obligation to be performed after the Closing shall survive the Closing.
19. **Captions.** The captions of this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

20. **Survival.** In addition to those covenants, representations, and warranties expressly stated herein to survive the Closing, all covenants, representations, and warranties of all Parties hereto which are not fully performed at or prior to the Closing shall survive the Closing.
21. **Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart; provided, however, that this Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Agreement has so executed a counterpart thereof.
22. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties to the subject matter hereof and supersedes any prior negotiations between the Parties.
23. **Amendment.** This Agreement may only be amended by written agreement of both Parties.
24. **Pre-Closing Possession.** The Parties agree to negotiate in good faith on an agreement to allow Purchaser access to the Real Estate prior to Closing to begin conducting alterations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Real Estate Purchase Agreement as of the day first above written.

SELLER:

PURCHASER:

UNITED CITY OF YORKVILLE

**BOARD OF EDUCATION OF
YORKVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 115
KENDALL COUNTY, ILLINOIS**

By: _____
Its: _____
Dated: _____

By: _____
Its: President
Dated: _____

ATTEST:

ATTEST:

By: _____
Its: _____
Dated: _____

By: _____
Its: Secretary
Dated: _____

EXHIBIT A

DEPICTION OF THE REAL ESTATE



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2023-19

Agenda Item Summary Memo

Title: Parks and Recreation Lawn Mowers Pre-Order Purchase

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: April 19, 2023
Subject: Parks & Recreation Lawn Mowers Pre-Order Purchase Approval

Subject

Parks & Recreation Lawn Mowers Pre-Order Purchase Approval

Background

As part of the of the presented FY 24 City budget, the City designated \$50,000 in Parks & Recreation capital funds for new P&R lawn mowers. Recently, Russo Power Equipment informed P&R staff that two lawn mowers are available to purchase. Staff also reached out to McCullough Implement Company, for a second quote, to ensure the City is getting the best purchase price. Both quotes are attached. Please note the third 60” Lazer E mower, on the McCullough quote is not the type of heavy-duty lawn mower that would be able to handle the amount of open green space the P&R dept. mows on a daily basis. Due to the Russo quote being slightly less expensive, staff recommends the City purchase the following:

- 1) LZX980EKC96RW0EXM SO-Ride / 96" Lazer Z / 38Hp Kohefi/ in the amount of \$33,199.00
- 2) LZX801GKA606A1EXM Ride /60" Lazer Z /25.5Hp Kaw / XSer in the amount of \$13,359.00

The 60" Lazer Z mower will be replacing a 2015 Kubota 60” zero-turn mower. Staff plans to work with AutoSmart in Oswego, a used equipment consignment business that P&R has worked with in past, to assist in selling the 2015 Kubota mower.

Due to the amount of green space the department mows, the 96" Lazer Z mower will be added to the current lawn mower equipment list and used by staff to mow the City’s larger green space areas such as the Bristol Bay soccer complex.

Recommendation

Staff seeks City Council approval to pre-order two (2) Parks & Recreation lawn mowers from Russo Power Equipment in the total amount of \$46,558. Mowers will be ordered in FY 23 and paid for when delivered, in FY 24.



1636 North Aurora Road
 Naperville, IL 60563
 630-219-2440
 RussoPower.com

Sales Quote
SQ20013984



Bill-to

City of Yorkville
 Scott Sleezer
 800 Game Farm Road
 Yorkville, IL 60560
 United States

Ship-to

City of Yorkville
 Scott Sleezer
 800 Game Farm Road
 Yorkville, IL 60560
 United States

Sales Quote Details

Customer ID 1039079
Customer PO
Sales Rep Nathan Jernigan
Document Date 3/28/2023
Shipment Method
Terms Net 25 EOM

| Item No. | Description | Qty | List Price | Unit Price | Line Amount |
|-------------------|---|-----|------------|------------|-------------|
| LZX980EKC96RW0EXM | SO-Ride / 96" Lazer Z / 38Hp Kohefi/ Red,Susp Seat | 1 | 46,064.00 | 33,199.00 | 33,199.00 |
| SETUP-RIDE | Set-Up Ride Mower | 1 | 100.00 | 0.00 | 0.00 |
| LZX801GKA606A1EXM | Ride /60" Lazer Z /25.5Hp Kaw / X- Ser /Susp Seat | 1 | 18,536.00 | 13,359.00 | 13,359.00 |
| SETUP-RIDE | Set-Up Ride Mower | 1 | 100.00 | 0.00 | 0.00 |

Bring toughness to turf with Bobcat's industry-leading Stand-On & Zero-Turn mowers! Deliver a perfect cut every time thanks to their innovative decks, agile designs, and relentless durability.

Prices reflected on this quote are valid for 7 days

Signature : _____



| | |
|-----------------|------------------|
| Subtotal | 46,558.00 |
| Tax | 0.00 |
| Total | 46,558.00 |





RETAIL PURCHASE ORDER

Date 2/14/23

DEALER



McCULLOUGH
IMPLEMENT COMPANY

SINCE 1940
1966 North State Route 1 • Watseka, IL 60970
815-432-3965
10102 W 181st AVE • Lowell, IN 46356
219-696-7361
4620 W US 6 • Morris, IL 60450
815-942-6620

PURCHASER

NAME United City of Yorkville
Scott Sleezer

ADDRESS 800 Game Farm Rd

CITY Yorkville STATE IL ZIP 62560

PHONE 630-553-4358

EMAIL sleezer@yorkville.il.us

| Qty. | Catalog No. | Description and Serial Number | Amount |
|--|-------------|---|-------------------------|
| 1 | | Exmark Lazer X 96" Rear Discharge Deck w/ 38hp Kohler EFI, zero turn mower M# LZ980E KC 96RWO | \$33,396. ⁰⁰ |
| 1 | | Exmark Lazer X 60" Side Discharge Deck w/ Kawasaki FX801 Gas Engine, Susp. Seat M# LZ801G KA 606A1 | \$13,439 |
| 1 | | Exmark Lazer E 60" Side Discharge Deck w/ Kawasaki FX801 Gas Engine, Susp. Seat M# LZE801C KA 604A1 | \$11,024 |
| <p>★ All Pricing Above is through Exmarks Agreement w/ Omnia Partners ★</p> <p>Membership is Required.</p> | | | |

| BILL OF SALE FOR PROPERTY TAKEN IN TRADE | |
|--|----------------|
| For value received I/We hereby bargain and sell, grant and deliver to DEALER named above the listed trade-in machines and certify that such is free of encumbrance unless otherwise noted. | |
| Trade in Equipment | Serial Numbers |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

| | |
|---------------------------|----|
| Total Cash Purchase Price | \$ |
| Trade-in Allowance | \$ |
| Trade Difference | \$ |
| Tax | \$ |
| Total Amount Due | \$ |
| Cash with Order | \$ |
| BALANCE DUE | \$ |

This order is subject to dealer's ability to obtain such Equipment from the manufacturer and dealer shall be under no liability if delivery of the Equipment is delayed or prevented for any reason beyond the dealer's control. The foregoing overrides all other agreements, whether written oral or implied. Price is subject to increase on or before date of delivery if a price increase is imposed on dealer by manufacturer on or before date of delivery if a price increase is imposed on dealer by manufacturer on or before date of delivery.
Estimated Delivery Date: _____

I/We promise to pay the balance due in cash, or in lieu thereof, to execute a time sale or equipment lease agreement which is accepted by a sales finance company or similar financial institution for the purchase or lease price of the Equipment, plus additional charges, if any. Despite a possible physical delivery of equipment, title shall remain in the seller until one of the foregoing is accomplished.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER WHICH UNDERSTOOD TO BE THE ENTIRE AGREEMENT RELATING TO THE SALE AND WARRANTY OF THE ABOVE DESCRIBED MACHINERY. THE WARRANTY DOES NOT APPLY TO USED MACHINERY INCLUDED IN THIS ORDER WHETHER OR NOT DESIGNATED AS SUCH, UNLESS OTHERWISE NOTED.

I CERTIFY THAT THE FARM MACHINERY EQUIPMENT AND RELATED REPAIR AND REPLACEMENT PARTS BEING PURCHASED WILL BE USED OR BASED FOR USE IN PRODUCTION AGRICULTURE.

(PURCHASER'S SIGNATURE)



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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2023-20

Agenda Item Summary Memo

Title: Reimbursement Resolution for Proposed 2023 Water Bond

Meeting and Date: City Council – April 25, 2023

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: April 18, 2023
Subject: Reimbursement Resolution for Proposed 2023 Water Bond

Summary

Approval of a resolution declaring the City's intent to issue bonds for the purposes of reimbursing the City for costs related to the 2023 water main replacement program and the Well #10 (formerly Well #6) / raw water main and treatment plant project.

Background

This item was last discussed at the March 14th City Council meeting, as part of the FY 2024 Budget presentation. As noted in Proposed Budget, the City is anticipating the issuance of a ~\$10 million bond in order to finance the upcoming 2023 water main replacement program (\$3.875 million) and Well#10/Main and Treatment Plant project (\$3.53 million in FY 24 and \$3.11 million in FY 25).

In order to reimburse the (51) Water Fund for anticipated costs associated with the 2023 water main replacement program (which is slated to begin on May 1st – FY 24) and the Well #10 project (slated for this Fall), the City must first approve the attached reimbursement resolution. This resolution serves two primary purposes: (1) it allows the City to reimburse itself with future bond proceeds on any project related costs incurred 60-days prior to the passage of the reimbursement resolution; and (2) allows the City to issue a bond at any point over the next 18-months (thru October 2024) from the resolutions date of passage. Please note that this reimbursement resolution does not commit the City to conduct a bond sale and has no other legal impacts.

As currently drafted, the reimbursement resolution shows a proposed principal amount of \$10 million, which would substantially cover the estimated \$10.52 million in construction costs for these two projects. However, the bonds can always be issued at a lower amount of principal should the scope of the project change at a later date. As noted on the first page of the resolution, bond proceeds could be spent on any water related capital project(s) deemed by the City "as an enhancement to its water delivery system".

Attached are two preliminary debt service schedules (prepared by Speer Financial), which show estimated annual debt service amounts fluctuating between ~\$632,000 to ~\$680,000, depending on the timeframe (30-year or 25-year – Exhibits A & B) chosen to finance the project. Staff is currently recommending a 30-year time frame (as presented in the FY 24 Proposed Budget draft) in order to minimize cash outflows in anticipation of significant future borrowings related to the DWC/Lake Michigan water sourcing project. A preliminary timetable has also been attached (Exhibit C) outlining the issuance process, with a tentative closing date in mid-July.

Recommendation

Staff recommends approval of the attached reimbursement resolution.

EXTRACT OF MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 800 Game Farm Road, Yorkville, Illinois, at 7:00 o'clock P.M., on the 25th day of April, 2023.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Purcell, the Mayor, and the following Aldermen were physically present at said location:

_____.

The following Aldermen were allowed by a majority of the Aldermen of the City Council in accordance with and to the extent allowed by the laws of the State of Illinois and the rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Mayor announced that the City has developed a list of capital projects for which it reasonably expects to reimburse itself for the expenditures related thereto with the proceeds of its water revenue and/or general obligation alternate revenue bonds and that the City Council would consider the adoption of a resolution expressing its official intent to reimburse such expenditures with the issuance of its water revenue and/or general obligation alternate revenue bonds.

Whereupon Alderman _____ presented and the City Clerk read by title a resolution as follows, a copy of which was provided to each Alderman prior to said meeting and to everyone in attendance at said meeting who requested a copy:

A RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of water revenue and/or general obligation alternate revenue bonds to be issued by the United City of Yorkville, Kendall County, Illinois.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of Illinois Municipal Code, as amended, and all laws amendatory thereof and supplementary thereto, including without limitation the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the City Council of the City (the “*City Council*”) has developed a list of capital projects with respect to the enhancement of its water delivery system (the “*Project*”); and

WHEREAS, all or a portion of the expenditures relating to the Project (the “*Expenditures*”) (i) have been paid within the sixty (60) days prior to the passage of this Resolution, or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of its water revenue and/or general obligation alternate revenue bonds.

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. **Incorporation of Preambles.** The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. **Intent to Reimburse.** The City reasonably expects to reimburse the Expenditures with the proceeds of an obligation in the form of its water revenue and/or general obligation alternate revenue bonds (in any event, the “*Bonds*”). All original Expenditures to be reimbursed will be capital expenditures (as defined in Treas. Reg. Sec. 1.150-1(b)) and other

amounts permitted to be reimbursed pursuant to Treas. Reg. Sec. 1.150-2(d)(3) and (f). The description of the type and use of the property for which the original Expenditures to be fully or partially reimbursed is to be paid are the costs relating to the Project as defined in the recitals to this Resolution.

Section 3. **Maximum Amount.** The maximum aggregate principal amount of the Bonds expected to be issued to reimburse the costs of the Project paid prior to their issuance and to complete the Project is \$10,000,000, not including the costs of issuance of the Bonds.

Section 4. **Ratification.** All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption thereof, are hereby ratified, confirmed and approved.

Section 5. **Authorization.** This Resolution is made pursuant to Treasury Regulations Section 1.150-2. The City intends this Resolution to satisfy the requirements of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder, and specifically Treasury Regulation Section 1.150-2(d), regarding the declaration by the City of its official intent to issue its Bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Regulation Section 1.150-2(c)) incurred with respect to the Project within 60 days preceding the adoption of this Resolution.

Section 6. **Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. **Repeal.** All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted April 25, 2023.

Mayor

City Clerk

Alderman _____ moved and Alderman _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the Mayor directed the City Clerk to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Aldermen voted AYE: _____

The following Aldermen voted NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the City Clerk to record the same in full in the records of the City Council of the United City of Yorkville, Kendall County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the United City of Yorkville, Kendall County, Illinois (the “City”), and that as such official I am the keeper of the records and files of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 25th day of April, 2023, insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of water revenue and/or general obligation alternate revenue bonds to be issued by the United City of Yorkville, Kendall County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 96 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Acts and with all of the procedural rules of the City Council in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 25th day of April, 2023.

City Clerk

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

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Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Sources & Uses

Dated 06/21/2023 | Delivered 06/21/2023

Sources Of Funds

| | |
|---------------------|----------------|
| Par Amount of Bonds | \$9,265,000.00 |
| Reoffering Premium | 892,825.05 |

Total Sources **\$10,157,825.05**

Uses Of Funds

| | |
|---------------------------------------|---------------|
| Total Underwriter's Discount (0.800%) | 74,120.00 |
| Costs of Issuance | 80,000.00 |
| Deposit to Project Construction Fund | 10,000,000.00 |
| Rounding Amount | 3,705.05 |

Total Uses **\$10,157,825.05**

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|-----------------------|------------------------|--------------|
| 06/21/2023 | - | - | - | - | - |
| 12/30/2023 | - | - | 260,918.44 | 260,918.44 | 260,918.44 |
| 06/30/2024 | - | - | 248,493.75 | 248,493.75 | - |
| 12/30/2024 | 135,000.00 | 5.000% | 248,493.75 | 383,493.75 | 631,987.50 |
| 06/30/2025 | - | - | 245,118.75 | 245,118.75 | - |
| 12/30/2025 | 140,000.00 | 5.000% | 245,118.75 | 385,118.75 | 630,237.50 |
| 06/30/2026 | - | - | 241,618.75 | 241,618.75 | - |
| 12/30/2026 | 150,000.00 | 5.000% | 241,618.75 | 391,618.75 | 633,237.50 |
| 06/30/2027 | - | - | 237,868.75 | 237,868.75 | - |
| 12/30/2027 | 155,000.00 | 5.000% | 237,868.75 | 392,868.75 | 630,737.50 |
| 06/30/2028 | - | - | 233,993.75 | 233,993.75 | - |
| 12/30/2028 | 165,000.00 | 5.000% | 233,993.75 | 398,993.75 | 632,987.50 |
| 06/30/2029 | - | - | 229,868.75 | 229,868.75 | - |
| 12/30/2029 | 170,000.00 | 5.000% | 229,868.75 | 399,868.75 | 629,737.50 |
| 06/30/2030 | - | - | 225,618.75 | 225,618.75 | - |
| 12/30/2030 | 180,000.00 | 5.000% | 225,618.75 | 405,618.75 | 631,237.50 |
| 06/30/2031 | - | - | 221,118.75 | 221,118.75 | - |
| 12/30/2031 | 190,000.00 | 5.000% | 221,118.75 | 411,118.75 | 632,237.50 |
| 06/30/2032 | - | - | 216,368.75 | 216,368.75 | - |
| 12/30/2032 | 200,000.00 | 5.000% | 216,368.75 | 416,368.75 | 632,737.50 |
| 06/30/2033 | - | - | 211,368.75 | 211,368.75 | - |
| 12/30/2033 | 210,000.00 | 5.000% | 211,368.75 | 421,368.75 | 632,737.50 |
| 06/30/2034 | - | - | 206,118.75 | 206,118.75 | - |
| 12/30/2034 | 220,000.00 | 5.000% | 206,118.75 | 426,118.75 | 632,237.50 |
| 06/30/2035 | - | - | 200,618.75 | 200,618.75 | - |
| 12/30/2035 | 230,000.00 | 5.000% | 200,618.75 | 430,618.75 | 631,237.50 |
| 06/30/2036 | - | - | 194,868.75 | 194,868.75 | - |
| 12/30/2036 | 245,000.00 | 5.000% | 194,868.75 | 439,868.75 | 634,737.50 |
| 06/30/2037 | - | - | 188,743.75 | 188,743.75 | - |
| 12/30/2037 | 255,000.00 | 5.250% | 188,743.75 | 443,743.75 | 632,487.50 |
| 06/30/2038 | - | - | 182,050.00 | 182,050.00 | - |
| 12/30/2038 | 270,000.00 | 5.500% | 182,050.00 | 452,050.00 | 634,100.00 |
| 06/30/2039 | - | - | 174,625.00 | 174,625.00 | - |
| 12/30/2039 | 285,000.00 | 5.500% | 174,625.00 | 459,625.00 | 634,250.00 |
| 06/30/2040 | - | - | 166,787.50 | 166,787.50 | - |
| 12/30/2040 | 300,000.00 | 5.500% | 166,787.50 | 466,787.50 | 633,575.00 |
| 06/30/2041 | - | - | 158,537.50 | 158,537.50 | - |
| 12/30/2041 | 315,000.00 | 5.500% | 158,537.50 | 473,537.50 | 632,075.00 |
| 06/30/2042 | - | - | 149,875.00 | 149,875.00 | - |
| 12/30/2042 | 330,000.00 | 5.500% | 149,875.00 | 479,875.00 | 629,750.00 |
| 06/30/2043 | - | - | 140,800.00 | 140,800.00 | - |
| 12/30/2043 | 350,000.00 | 5.500% | 140,800.00 | 490,800.00 | 631,600.00 |
| 06/30/2044 | - | - | 131,175.00 | 131,175.00 | - |
| 12/30/2044 | 370,000.00 | 5.500% | 131,175.00 | 501,175.00 | 632,350.00 |
| 06/30/2045 | - | - | 121,000.00 | 121,000.00 | - |
| 12/30/2045 | 390,000.00 | 5.500% | 121,000.00 | 511,000.00 | 632,000.00 |
| 06/30/2046 | - | - | 110,275.00 | 110,275.00 | - |
| 12/30/2046 | 410,000.00 | 5.500% | 110,275.00 | 520,275.00 | 630,550.00 |
| 06/30/2047 | - | - | 99,000.00 | 99,000.00 | - |
| 12/30/2047 | 435,000.00 | 5.500% | 99,000.00 | 534,000.00 | 633,000.00 |
| 06/30/2048 | - | - | 87,037.50 | 87,037.50 | - |
| 12/30/2048 | 460,000.00 | 5.500% | 87,037.50 | 547,037.50 | 634,075.00 |
| 06/30/2049 | - | - | 74,387.50 | 74,387.50 | - |
| 12/30/2049 | 485,000.00 | 5.500% | 74,387.50 | 559,387.50 | 633,775.00 |
| 06/30/2050 | - | - | 61,050.00 | 61,050.00 | - |
| 12/30/2050 | 510,000.00 | 5.500% | 61,050.00 | 571,050.00 | 632,100.00 |
| 06/30/2051 | - | - | 47,025.00 | 47,025.00 | - |
| 12/30/2051 | 540,000.00 | 5.500% | 47,025.00 | 587,025.00 | 634,050.00 |
| 06/30/2052 | - | - | 32,175.00 | 32,175.00 | - |
| 12/30/2052 | 570,000.00 | 5.500% | 32,175.00 | 602,175.00 | 634,350.00 |
| 06/30/2053 | - | - | 16,500.00 | 16,500.00 | - |
| 12/30/2053 | 600,000.00 | 5.500% | 16,500.00 | 616,500.00 | 633,000.00 |
| Total | \$9,265,000.00 | - | \$9,969,093.44 | \$19,234,093.44 | - |

Yield Statistics

| | |
|-----------------------------------|--------------|
| Bond Year Dollars | \$183,209.13 |
| Average Life | 19.774 Years |
| Average Coupon | 5.4413739% |
| Net Interest Cost (NIC) | 4.9945047% |
| True Interest Cost (TIC) | 4.6951017% |
| Bond Yield for Arbitrage Purposes | 4.1697441% |
| All Inclusive Cost (AIC) | 4.7621059% |

IRS Form 8038

| | |
|---------------------------|--------------|
| Net Interest Cost | 4.5191815% |
| Weighted Average Maturity | 19.772 Years |

2023 Bonds PRLM 30 Year 2 | SINGLE PURPOSE | 2/28/2023 | 7:06 PM

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Net Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Net New D/S |
|--------------|-----------------------|----------|-----------------------|------------------------|------------------------|
| 12/30/2023 | - | - | 260,918.44 | 260,918.44 | 260,918.44 |
| 12/30/2024 | 135,000.00 | 5.000% | 496,987.50 | 631,987.50 | 631,987.50 |
| 12/30/2025 | 140,000.00 | 5.000% | 490,237.50 | 630,237.50 | 630,237.50 |
| 12/30/2026 | 150,000.00 | 5.000% | 483,237.50 | 633,237.50 | 633,237.50 |
| 12/30/2027 | 155,000.00 | 5.000% | 475,737.50 | 630,737.50 | 630,737.50 |
| 12/30/2028 | 165,000.00 | 5.000% | 467,987.50 | 632,987.50 | 632,987.50 |
| 12/30/2029 | 170,000.00 | 5.000% | 459,737.50 | 629,737.50 | 629,737.50 |
| 12/30/2030 | 180,000.00 | 5.000% | 451,237.50 | 631,237.50 | 631,237.50 |
| 12/30/2031 | 190,000.00 | 5.000% | 442,237.50 | 632,237.50 | 632,237.50 |
| 12/30/2032 | 200,000.00 | 5.000% | 432,737.50 | 632,737.50 | 632,737.50 |
| 12/30/2033 | 210,000.00 | 5.000% | 422,737.50 | 632,737.50 | 632,737.50 |
| 12/30/2034 | 220,000.00 | 5.000% | 412,237.50 | 632,237.50 | 632,237.50 |
| 12/30/2035 | 230,000.00 | 5.000% | 401,237.50 | 631,237.50 | 631,237.50 |
| 12/30/2036 | 245,000.00 | 5.000% | 389,737.50 | 634,737.50 | 634,737.50 |
| 12/30/2037 | 255,000.00 | 5.250% | 377,487.50 | 632,487.50 | 632,487.50 |
| 12/30/2038 | 270,000.00 | 5.500% | 364,100.00 | 634,100.00 | 634,100.00 |
| 12/30/2039 | 285,000.00 | 5.500% | 349,250.00 | 634,250.00 | 634,250.00 |
| 12/30/2040 | 300,000.00 | 5.500% | 333,575.00 | 633,575.00 | 633,575.00 |
| 12/30/2041 | 315,000.00 | 5.500% | 317,075.00 | 632,075.00 | 632,075.00 |
| 12/30/2042 | 330,000.00 | 5.500% | 299,750.00 | 629,750.00 | 629,750.00 |
| 12/30/2043 | 350,000.00 | 5.500% | 281,600.00 | 631,600.00 | 631,600.00 |
| 12/30/2044 | 370,000.00 | 5.500% | 262,350.00 | 632,350.00 | 632,350.00 |
| 12/30/2045 | 390,000.00 | 5.500% | 242,000.00 | 632,000.00 | 632,000.00 |
| 12/30/2046 | 410,000.00 | 5.500% | 220,550.00 | 630,550.00 | 630,550.00 |
| 12/30/2047 | 435,000.00 | 5.500% | 198,000.00 | 633,000.00 | 633,000.00 |
| 12/30/2048 | 460,000.00 | 5.500% | 174,075.00 | 634,075.00 | 634,075.00 |
| 12/30/2049 | 485,000.00 | 5.500% | 148,775.00 | 633,775.00 | 633,775.00 |
| 12/30/2050 | 510,000.00 | 5.500% | 122,100.00 | 632,100.00 | 632,100.00 |
| 12/30/2051 | 540,000.00 | 5.500% | 94,050.00 | 634,050.00 | 634,050.00 |
| 12/30/2052 | 570,000.00 | 5.500% | 64,350.00 | 634,350.00 | 634,350.00 |
| 12/30/2053 | 600,000.00 | 5.500% | 33,000.00 | 633,000.00 | 633,000.00 |
| Total | \$9,265,000.00 | - | \$9,969,093.44 | \$19,234,093.44 | \$19,234,093.44 |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | YTM | Call Date | Call Price | Dollar Price |
|--------------|---------------|--------|--------|-----------------------|----------|----------|------------|------------|------------------------|
| 12/30/2024 | Serial Coupon | 5.000% | 3.410% | 135,000.00 | 102.342% | - | - | - | 138,161.70 |
| 12/30/2025 | Serial Coupon | 5.000% | 3.330% | 140,000.00 | 104.011% | - | - | - | 145,615.40 |
| 12/30/2026 | Serial Coupon | 5.000% | 3.340% | 150,000.00 | 105.476% | - | - | - | 158,214.00 |
| 12/30/2027 | Serial Coupon | 5.000% | 3.360% | 155,000.00 | 106.830% | - | - | - | 165,586.50 |
| 12/30/2028 | Serial Coupon | 5.000% | 3.360% | 165,000.00 | 108.206% | - | - | - | 178,539.90 |
| 12/30/2029 | Serial Coupon | 5.000% | 3.340% | 170,000.00 | 109.659% | - | - | - | 186,420.30 |
| 12/30/2030 | Serial Coupon | 5.000% | 3.350% | 180,000.00 | 110.893% | - | - | - | 199,607.40 |
| 12/30/2031 | Serial Coupon | 5.000% | 3.360% | 190,000.00 | 112.068% | - | - | - | 212,929.20 |
| 12/30/2032 | Serial Coupon | 5.000% | 3.420% | 200,000.00 | 112.751% | - | - | - | 225,502.00 |
| 12/30/2033 | Serial Coupon | 5.000% | 3.470% | 210,000.00 | 113.393% | - | - | - | 238,125.30 |
| 12/30/2034 | Serial Coupon | 5.000% | 3.650% | 220,000.00 | 111.709% | c 3.740% | 12/30/2033 | 100.000% | 245,759.80 |
| 12/30/2035 | Serial Coupon | 5.000% | 3.790% | 230,000.00 | 110.420% | c 3.938% | 12/30/2033 | 100.000% | 253,966.00 |
| 12/30/2036 | Serial Coupon | 5.000% | 3.900% | 245,000.00 | 109.420% | c 4.086% | 12/30/2033 | 100.000% | 268,079.00 |
| 12/30/2037 | Serial Coupon | 5.250% | 4.020% | 255,000.00 | 110.470% | c 4.275% | 12/30/2033 | 100.000% | 281,698.50 |
| 12/30/2038 | Serial Coupon | 5.500% | 4.080% | 270,000.00 | 112.051% | c 4.419% | 12/30/2033 | 100.000% | 302,537.70 |
| 12/30/2039 | Serial Coupon | 5.500% | 4.100% | 285,000.00 | 111.869% | c 4.476% | 12/30/2033 | 100.000% | 318,826.65 |
| 12/30/2040 | Serial Coupon | 5.500% | 4.130% | 300,000.00 | 111.597% | c 4.534% | 12/30/2033 | 100.000% | 334,791.00 |
| 12/30/2041 | Serial Coupon | 5.500% | 4.170% | 315,000.00 | 111.236% | c 4.593% | 12/30/2033 | 100.000% | 350,393.40 |
| 12/30/2042 | Serial Coupon | 5.500% | 4.190% | 330,000.00 | 111.056% | c 4.633% | 12/30/2033 | 100.000% | 366,484.80 |
| 12/30/2043 | Serial Coupon | 5.500% | 4.250% | 350,000.00 | 110.517% | c 4.696% | 12/30/2033 | 100.000% | 386,809.50 |
| 12/30/2053 | Term 1 Coupon | 5.500% | 4.420% | 4,770,000.00 | 109.010% | c 4.926% | 12/30/2033 | 100.000% | 5,199,777.00 |
| Total | - | - | - | \$9,265,000.00 | - | - | - | - | \$10,157,825.05 |

Bid Information

| | |
|---------------------------------------|-----------------|
| Par Amount of Bonds | \$9,265,000.00 |
| Reoffering Premium or (Discount) | 892,825.05 |
| Gross Production | \$10,157,825.05 |
| Total Underwriter's Discount (0.800%) | \$(74,120.00) |
| Bid (108.837%) | 10,083,705.05 |
| Total Purchase Price | \$10,083,705.05 |
| Bond Year Dollars | \$183,209.13 |
| Average Life | 19.774 Years |
| Average Coupon | 5.4413739% |
| Net Interest Cost (NIC) | 4.9945047% |
| True Interest Cost (TIC) | 4.6951017% |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Proof of D/S for Arbitrage Purposes

| Date | Principal | Interest | Total |
|--------------|-----------------------|-----------------------|------------------------|
| 06/21/2023 | - | - | - |
| 12/30/2023 | - | 260,918.44 | 260,918.44 |
| 06/30/2024 | - | 248,493.75 | 248,493.75 |
| 12/30/2024 | 135,000.00 | 248,493.75 | 383,493.75 |
| 06/30/2025 | - | 245,118.75 | 245,118.75 |
| 12/30/2025 | 140,000.00 | 245,118.75 | 385,118.75 |
| 06/30/2026 | - | 241,618.75 | 241,618.75 |
| 12/30/2026 | 150,000.00 | 241,618.75 | 391,618.75 |
| 06/30/2027 | - | 237,868.75 | 237,868.75 |
| 12/30/2027 | 155,000.00 | 237,868.75 | 392,868.75 |
| 06/30/2028 | - | 233,993.75 | 233,993.75 |
| 12/30/2028 | 165,000.00 | 233,993.75 | 398,993.75 |
| 06/30/2029 | - | 229,868.75 | 229,868.75 |
| 12/30/2029 | 170,000.00 | 229,868.75 | 399,868.75 |
| 06/30/2030 | - | 225,618.75 | 225,618.75 |
| 12/30/2030 | 180,000.00 | 225,618.75 | 405,618.75 |
| 06/30/2031 | - | 221,118.75 | 221,118.75 |
| 12/30/2031 | 190,000.00 | 221,118.75 | 411,118.75 |
| 06/30/2032 | - | 216,368.75 | 216,368.75 |
| 12/30/2032 | 200,000.00 | 216,368.75 | 416,368.75 |
| 06/30/2033 | - | 211,368.75 | 211,368.75 |
| 12/30/2033 | 7,780,000.00 | 211,368.75 | 7,991,368.75 |
| Total | \$9,265,000.00 | \$4,883,793.44 | \$14,148,793.44 |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 30 Year / Preliminary

Proof of Bond Yield @ 4.1697441%

| Date | Cashflow | PV Factor | Present Value | Cumulative PV |
|--------------|------------------------|------------|------------------------|---------------|
| 06/21/2023 | - | 1.0000000x | - | - |
| 12/30/2023 | 260,918.44 | 0.9785669x | 255,326.16 | 255,326.16 |
| 06/30/2024 | 248,493.75 | 0.9585817x | 238,201.57 | 493,527.73 |
| 12/30/2024 | 383,493.75 | 0.9390047x | 360,102.43 | 853,630.16 |
| 06/30/2025 | 245,118.75 | 0.9198275x | 225,466.96 | 1,079,097.12 |
| 12/30/2025 | 385,118.75 | 0.9010419x | 347,008.13 | 1,426,105.25 |
| 06/30/2026 | 241,618.75 | 0.8826400x | 213,262.37 | 1,639,367.62 |
| 12/30/2026 | 391,618.75 | 0.8646139x | 338,599.01 | 1,977,966.64 |
| 06/30/2027 | 237,868.75 | 0.8469559x | 201,464.35 | 2,179,430.99 |
| 12/30/2027 | 392,868.75 | 0.8296586x | 325,946.95 | 2,505,377.93 |
| 06/30/2028 | 233,993.75 | 0.8127146x | 190,170.13 | 2,695,548.06 |
| 12/30/2028 | 398,993.75 | 0.7961166x | 317,645.53 | 3,013,193.59 |
| 06/30/2029 | 229,868.75 | 0.7798575x | 179,264.87 | 3,192,458.47 |
| 12/30/2029 | 399,868.75 | 0.7639305x | 305,471.95 | 3,497,930.42 |
| 06/30/2030 | 225,618.75 | 0.7483288x | 168,837.02 | 3,666,767.44 |
| 12/30/2030 | 405,618.75 | 0.7330458x | 297,337.11 | 3,964,104.55 |
| 06/30/2031 | 221,118.75 | 0.7180748x | 158,779.81 | 4,122,884.36 |
| 12/30/2031 | 411,118.75 | 0.7034096x | 289,184.90 | 4,412,069.26 |
| 06/30/2032 | 216,368.75 | 0.6890440x | 149,087.58 | 4,561,156.84 |
| 12/30/2032 | 416,368.75 | 0.6749717x | 281,037.11 | 4,842,193.95 |
| 06/30/2033 | 211,368.75 | 0.6611868x | 139,754.22 | 4,981,948.17 |
| 12/30/2033 | 7,991,368.75 | 0.6476834x | 5,175,876.88 | 10,157,825.05 |
| Total | \$14,148,793.44 | - | \$10,157,825.05 | - |

Derivation Of Target Amount

| | |
|----------------------------------|-----------------|
| Par Amount of Bonds | \$9,265,000.00 |
| Reoffering Premium or (Discount) | 892,825.05 |
| Original Issue Proceeds | \$10,157,825.05 |

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

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Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Sources & Uses

Dated 06/21/2023 | Delivered 06/21/2023

Sources Of Funds

| | |
|----------------------|------------------------|
| Par Amount of Bonds | \$9,220,000.00 |
| Reoffering Premium | 935,023.05 |
| Total Sources | \$10,155,023.05 |

Uses Of Funds

| | |
|---------------------------------------|------------------------|
| Total Underwriter's Discount (0.800%) | 73,760.00 |
| Costs of Issuance | 80,000.00 |
| Deposit to Project Construction Fund | 10,000,000.00 |
| Rounding Amount | 1,263.05 |
| Total Uses | \$10,155,023.05 |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|-----------------------|------------------------|--------------|
| 06/21/2023 | - | - | - | - | - |
| 12/30/2023 | - | - | 256,935.00 | 256,935.00 | 256,935.00 |
| 06/30/2024 | - | - | 244,700.00 | 244,700.00 | - |
| 12/30/2024 | 190,000.00 | 5.000% | 244,700.00 | 434,700.00 | 679,400.00 |
| 06/30/2025 | - | - | 239,950.00 | 239,950.00 | - |
| 12/30/2025 | 200,000.00 | 5.000% | 239,950.00 | 439,950.00 | 679,900.00 |
| 06/30/2026 | - | - | 234,950.00 | 234,950.00 | - |
| 12/30/2026 | 210,000.00 | 5.000% | 234,950.00 | 444,950.00 | 679,900.00 |
| 06/30/2027 | - | - | 229,700.00 | 229,700.00 | - |
| 12/30/2027 | 220,000.00 | 5.000% | 229,700.00 | 449,700.00 | 679,400.00 |
| 06/30/2028 | - | - | 224,200.00 | 224,200.00 | - |
| 12/30/2028 | 230,000.00 | 5.000% | 224,200.00 | 454,200.00 | 678,400.00 |
| 06/30/2029 | - | - | 218,450.00 | 218,450.00 | - |
| 12/30/2029 | 240,000.00 | 5.000% | 218,450.00 | 458,450.00 | 676,900.00 |
| 06/30/2030 | - | - | 212,450.00 | 212,450.00 | - |
| 12/30/2030 | 255,000.00 | 5.000% | 212,450.00 | 467,450.00 | 679,900.00 |
| 06/30/2031 | - | - | 206,075.00 | 206,075.00 | - |
| 12/30/2031 | 265,000.00 | 5.000% | 206,075.00 | 471,075.00 | 677,150.00 |
| 06/30/2032 | - | - | 199,450.00 | 199,450.00 | - |
| 12/30/2032 | 280,000.00 | 5.000% | 199,450.00 | 479,450.00 | 678,900.00 |
| 06/30/2033 | - | - | 192,450.00 | 192,450.00 | - |
| 12/30/2033 | 295,000.00 | 5.000% | 192,450.00 | 487,450.00 | 679,900.00 |
| 06/30/2034 | - | - | 185,075.00 | 185,075.00 | - |
| 12/30/2034 | 310,000.00 | 5.000% | 185,075.00 | 495,075.00 | 680,150.00 |
| 06/30/2035 | - | - | 177,325.00 | 177,325.00 | - |
| 12/30/2035 | 325,000.00 | 5.000% | 177,325.00 | 502,325.00 | 679,650.00 |
| 06/30/2036 | - | - | 169,200.00 | 169,200.00 | - |
| 12/30/2036 | 340,000.00 | 5.000% | 169,200.00 | 509,200.00 | 678,400.00 |
| 06/30/2037 | - | - | 160,700.00 | 160,700.00 | - |
| 12/30/2037 | 360,000.00 | 5.250% | 160,700.00 | 520,700.00 | 681,400.00 |
| 06/30/2038 | - | - | 151,250.00 | 151,250.00 | - |
| 12/30/2038 | 375,000.00 | 5.500% | 151,250.00 | 526,250.00 | 677,500.00 |
| 06/30/2039 | - | - | 140,937.50 | 140,937.50 | - |
| 12/30/2039 | 400,000.00 | 5.500% | 140,937.50 | 540,937.50 | 681,875.00 |
| 06/30/2040 | - | - | 129,937.50 | 129,937.50 | - |
| 12/30/2040 | 420,000.00 | 5.500% | 129,937.50 | 549,937.50 | 679,875.00 |
| 06/30/2041 | - | - | 118,387.50 | 118,387.50 | - |
| 12/30/2041 | 440,000.00 | 5.500% | 118,387.50 | 558,387.50 | 676,775.00 |
| 06/30/2042 | - | - | 106,287.50 | 106,287.50 | - |
| 12/30/2042 | 465,000.00 | 5.500% | 106,287.50 | 571,287.50 | 677,575.00 |
| 06/30/2043 | - | - | 93,500.00 | 93,500.00 | - |
| 12/30/2043 | 495,000.00 | 5.500% | 93,500.00 | 588,500.00 | 682,000.00 |
| 06/30/2044 | - | - | 79,887.50 | 79,887.50 | - |
| 12/30/2044 | 520,000.00 | 5.500% | 79,887.50 | 599,887.50 | 679,775.00 |
| 06/30/2045 | - | - | 65,587.50 | 65,587.50 | - |
| 12/30/2045 | 550,000.00 | 5.500% | 65,587.50 | 615,587.50 | 681,175.00 |
| 06/30/2046 | - | - | 50,462.50 | 50,462.50 | - |
| 12/30/2046 | 580,000.00 | 5.500% | 50,462.50 | 630,462.50 | 680,925.00 |
| 06/30/2047 | - | - | 34,512.50 | 34,512.50 | - |
| 12/30/2047 | 610,000.00 | 5.500% | 34,512.50 | 644,512.50 | 679,025.00 |
| 06/30/2048 | - | - | 17,737.50 | 17,737.50 | - |
| 12/30/2048 | 645,000.00 | 5.500% | 17,737.50 | 662,737.50 | 680,475.00 |
| Total | \$9,220,000.00 | - | \$8,023,260.00 | \$17,243,260.00 | - |

Yield Statistics

| | |
|-----------------------------------|--------------|
| Bond Year Dollars | \$148,620.50 |
| Average Life | 16.119 Years |
| Average Coupon | 5.3984881% |
| Net Interest Cost (NIC) | 4.8189832% |
| True Interest Cost (TIC) | 4.5154012% |
| Bond Yield for Arbitrage Purposes | 4.0267067% |
| All Inclusive Cost (AIC) | 4.5906748% |

IRS Form 8038

| | |
|---------------------------|--------------|
| Net Interest Cost | 4.3186371% |
| Weighted Average Maturity | 16.163 Years |

2023 Bonds PRLM 25 Year 2 | SINGLE PURPOSE | 2/28/2023 | 7:06 PM

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Net Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Net New D/S |
|--------------|-----------------------|----------|-----------------------|------------------------|------------------------|
| 12/30/2023 | - | - | 256,935.00 | 256,935.00 | 256,935.00 |
| 12/30/2024 | 190,000.00 | 5.000% | 489,400.00 | 679,400.00 | 679,400.00 |
| 12/30/2025 | 200,000.00 | 5.000% | 479,900.00 | 679,900.00 | 679,900.00 |
| 12/30/2026 | 210,000.00 | 5.000% | 469,900.00 | 679,900.00 | 679,900.00 |
| 12/30/2027 | 220,000.00 | 5.000% | 459,400.00 | 679,400.00 | 679,400.00 |
| 12/30/2028 | 230,000.00 | 5.000% | 448,400.00 | 678,400.00 | 678,400.00 |
| 12/30/2029 | 240,000.00 | 5.000% | 436,900.00 | 676,900.00 | 676,900.00 |
| 12/30/2030 | 255,000.00 | 5.000% | 424,900.00 | 679,900.00 | 679,900.00 |
| 12/30/2031 | 265,000.00 | 5.000% | 412,150.00 | 677,150.00 | 677,150.00 |
| 12/30/2032 | 280,000.00 | 5.000% | 398,900.00 | 678,900.00 | 678,900.00 |
| 12/30/2033 | 295,000.00 | 5.000% | 384,900.00 | 679,900.00 | 679,900.00 |
| 12/30/2034 | 310,000.00 | 5.000% | 370,150.00 | 680,150.00 | 680,150.00 |
| 12/30/2035 | 325,000.00 | 5.000% | 354,650.00 | 679,650.00 | 679,650.00 |
| 12/30/2036 | 340,000.00 | 5.000% | 338,400.00 | 678,400.00 | 678,400.00 |
| 12/30/2037 | 360,000.00 | 5.250% | 321,400.00 | 681,400.00 | 681,400.00 |
| 12/30/2038 | 375,000.00 | 5.500% | 302,500.00 | 677,500.00 | 677,500.00 |
| 12/30/2039 | 400,000.00 | 5.500% | 281,875.00 | 681,875.00 | 681,875.00 |
| 12/30/2040 | 420,000.00 | 5.500% | 259,875.00 | 679,875.00 | 679,875.00 |
| 12/30/2041 | 440,000.00 | 5.500% | 236,775.00 | 676,775.00 | 676,775.00 |
| 12/30/2042 | 465,000.00 | 5.500% | 212,575.00 | 677,575.00 | 677,575.00 |
| 12/30/2043 | 495,000.00 | 5.500% | 187,000.00 | 682,000.00 | 682,000.00 |
| 12/30/2044 | 520,000.00 | 5.500% | 159,775.00 | 679,775.00 | 679,775.00 |
| 12/30/2045 | 550,000.00 | 5.500% | 131,175.00 | 681,175.00 | 681,175.00 |
| 12/30/2046 | 580,000.00 | 5.500% | 100,925.00 | 680,925.00 | 680,925.00 |
| 12/30/2047 | 610,000.00 | 5.500% | 69,025.00 | 679,025.00 | 679,025.00 |
| 12/30/2048 | 645,000.00 | 5.500% | 35,475.00 | 680,475.00 | 680,475.00 |
| Total | \$9,220,000.00 | - | \$8,023,260.00 | \$17,243,260.00 | \$17,243,260.00 |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | YTM | Call Date | Call Price | Dollar Price |
|--------------|---------------|--------|--------|-----------------------|----------|----------|------------|------------|------------------------|
| 12/30/2024 | Serial Coupon | 5.000% | 3.410% | 190,000.00 | 102.342% | - | - | - | 194,449.80 |
| 12/30/2025 | Serial Coupon | 5.000% | 3.330% | 200,000.00 | 104.011% | - | - | - | 208,022.00 |
| 12/30/2026 | Serial Coupon | 5.000% | 3.340% | 210,000.00 | 105.476% | - | - | - | 221,499.60 |
| 12/30/2027 | Serial Coupon | 5.000% | 3.360% | 220,000.00 | 106.830% | - | - | - | 235,026.00 |
| 12/30/2028 | Serial Coupon | 5.000% | 3.360% | 230,000.00 | 108.206% | - | - | - | 248,873.80 |
| 12/30/2029 | Serial Coupon | 5.000% | 3.340% | 240,000.00 | 109.659% | - | - | - | 263,181.60 |
| 12/30/2030 | Serial Coupon | 5.000% | 3.350% | 255,000.00 | 110.893% | - | - | - | 282,777.15 |
| 12/30/2031 | Serial Coupon | 5.000% | 3.360% | 265,000.00 | 112.068% | - | - | - | 296,980.20 |
| 12/30/2032 | Serial Coupon | 5.000% | 3.420% | 280,000.00 | 112.751% | - | - | - | 315,702.80 |
| 12/30/2033 | Serial Coupon | 5.000% | 3.470% | 295,000.00 | 113.393% | - | - | - | 334,509.35 |
| 12/30/2034 | Serial Coupon | 5.000% | 3.650% | 310,000.00 | 111.709% | c 3.740% | 12/30/2033 | 100.000% | 346,297.90 |
| 12/30/2035 | Serial Coupon | 5.000% | 3.790% | 325,000.00 | 110.420% | c 3.938% | 12/30/2033 | 100.000% | 358,865.00 |
| 12/30/2036 | Serial Coupon | 5.000% | 3.900% | 340,000.00 | 109.420% | c 4.086% | 12/30/2033 | 100.000% | 372,028.00 |
| 12/30/2037 | Serial Coupon | 5.250% | 4.020% | 360,000.00 | 110.470% | c 4.275% | 12/30/2033 | 100.000% | 397,692.00 |
| 12/30/2038 | Serial Coupon | 5.500% | 4.080% | 375,000.00 | 112.051% | c 4.419% | 12/30/2033 | 100.000% | 420,191.25 |
| 12/30/2039 | Serial Coupon | 5.500% | 4.100% | 400,000.00 | 111.869% | c 4.476% | 12/30/2033 | 100.000% | 447,476.00 |
| 12/30/2040 | Serial Coupon | 5.500% | 4.130% | 420,000.00 | 111.597% | c 4.534% | 12/30/2033 | 100.000% | 468,707.40 |
| 12/30/2041 | Serial Coupon | 5.500% | 4.170% | 440,000.00 | 111.236% | c 4.593% | 12/30/2033 | 100.000% | 489,438.40 |
| 12/30/2042 | Serial Coupon | 5.500% | 4.190% | 465,000.00 | 111.056% | c 4.633% | 12/30/2033 | 100.000% | 516,410.40 |
| 12/30/2043 | Serial Coupon | 5.500% | 4.250% | 495,000.00 | 110.517% | c 4.696% | 12/30/2033 | 100.000% | 547,059.15 |
| 12/30/2048 | Term 1 Coupon | 5.500% | 4.330% | 2,905,000.00 | 109.805% | c 4.828% | 12/30/2033 | 100.000% | 3,189,835.25 |
| Total | - | - | - | \$9,220,000.00 | - | - | - | - | \$10,155,023.05 |

Bid Information

| | |
|---------------------------------------|-----------------|
| Par Amount of Bonds | \$9,220,000.00 |
| Reoffering Premium or (Discount) | 935,023.05 |
| Gross Production | \$10,155,023.05 |
| Total Underwriter's Discount (0.800%) | \$(73,760.00) |
| Bid (109.341%) | 10,081,263.05 |
| Total Purchase Price | \$10,081,263.05 |
| Bond Year Dollars | \$148,620.50 |
| Average Life | 16.119 Years |
| Average Coupon | 5.3984881% |
| Net Interest Cost (NIC) | 4.8189832% |
| True Interest Cost (TIC) | 4.5154012% |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Proof of D/S for Arbitrage Purposes

| Date | Principal | Interest | Total |
|--------------|-----------------------|-----------------------|------------------------|
| 06/21/2023 | - | - | - |
| 12/30/2023 | - | 256,935.00 | 256,935.00 |
| 06/30/2024 | - | 244,700.00 | 244,700.00 |
| 12/30/2024 | 190,000.00 | 244,700.00 | 434,700.00 |
| 06/30/2025 | - | 239,950.00 | 239,950.00 |
| 12/30/2025 | 200,000.00 | 239,950.00 | 439,950.00 |
| 06/30/2026 | - | 234,950.00 | 234,950.00 |
| 12/30/2026 | 210,000.00 | 234,950.00 | 444,950.00 |
| 06/30/2027 | - | 229,700.00 | 229,700.00 |
| 12/30/2027 | 220,000.00 | 229,700.00 | 449,700.00 |
| 06/30/2028 | - | 224,200.00 | 224,200.00 |
| 12/30/2028 | 230,000.00 | 224,200.00 | 454,200.00 |
| 06/30/2029 | - | 218,450.00 | 218,450.00 |
| 12/30/2029 | 240,000.00 | 218,450.00 | 458,450.00 |
| 06/30/2030 | - | 212,450.00 | 212,450.00 |
| 12/30/2030 | 255,000.00 | 212,450.00 | 467,450.00 |
| 06/30/2031 | - | 206,075.00 | 206,075.00 |
| 12/30/2031 | 265,000.00 | 206,075.00 | 471,075.00 |
| 06/30/2032 | - | 199,450.00 | 199,450.00 |
| 12/30/2032 | 280,000.00 | 199,450.00 | 479,450.00 |
| 06/30/2033 | - | 192,450.00 | 192,450.00 |
| 12/30/2033 | 7,130,000.00 | 192,450.00 | 7,322,450.00 |
| Total | \$9,220,000.00 | \$4,661,685.00 | \$13,881,685.00 |

Preliminary, as of February 28, 2023

United City of Yorkville, Kendall County, Illinois

General Obligation Bonds (ARS), Series 2023

Dated: June 21, 2023

\$10M / 25 Year / Preliminary

Proof of Bond Yield @ 4.0267067%

| Date | Cashflow | PV Factor | Present Value | Cumulative PV |
|--------------|------------------------|------------|------------------------|---------------|
| 06/21/2023 | - | 1.0000000x | - | - |
| 12/30/2023 | 256,935.00 | 0.9792873x | 251,613.18 | 251,613.18 |
| 06/30/2024 | 244,700.00 | 0.9599599x | 234,902.19 | 486,515.38 |
| 12/30/2024 | 434,700.00 | 0.9410140x | 409,058.78 | 895,574.16 |
| 06/30/2025 | 239,950.00 | 0.9224420x | 221,339.95 | 1,116,914.11 |
| 12/30/2025 | 439,950.00 | 0.9042365x | 397,818.84 | 1,514,732.95 |
| 06/30/2026 | 234,950.00 | 0.8863903x | 208,257.41 | 1,722,990.36 |
| 12/30/2026 | 444,950.00 | 0.8688964x | 386,615.44 | 2,109,605.80 |
| 06/30/2027 | 229,700.00 | 0.8517477x | 195,646.44 | 2,305,252.24 |
| 12/30/2027 | 449,700.00 | 0.8349374x | 375,471.37 | 2,680,723.60 |
| 06/30/2028 | 224,200.00 | 0.8184590x | 183,498.50 | 2,864,222.10 |
| 12/30/2028 | 454,200.00 | 0.8023057x | 364,407.26 | 3,228,629.36 |
| 06/30/2029 | 218,450.00 | 0.7864713x | 171,804.65 | 3,400,434.01 |
| 12/30/2029 | 458,450.00 | 0.7709493x | 353,441.72 | 3,753,875.73 |
| 06/30/2030 | 212,450.00 | 0.7557337x | 160,555.63 | 3,914,431.37 |
| 12/30/2030 | 467,450.00 | 0.7408185x | 346,295.59 | 4,260,726.95 |
| 06/30/2031 | 206,075.00 | 0.7261975x | 149,651.16 | 4,410,378.11 |
| 12/30/2031 | 471,075.00 | 0.7118652x | 335,341.88 | 4,745,720.00 |
| 06/30/2032 | 199,450.00 | 0.6978157x | 139,179.34 | 4,884,899.33 |
| 12/30/2032 | 479,450.00 | 0.6840435x | 327,964.64 | 5,212,863.97 |
| 06/30/2033 | 192,450.00 | 0.6705431x | 129,046.01 | 5,341,909.98 |
| 12/30/2033 | 7,322,450.00 | 0.6573091x | 4,813,113.07 | 10,155,023.05 |
| Total | \$13,881,685.00 | - | \$10,155,023.05 | - |

Derivation Of Target Amount

| | |
|----------------------------------|-----------------|
| Par Amount of Bonds | \$9,220,000.00 |
| Reoffering Premium or (Discount) | 935,023.05 |
| Original Issue Proceeds | \$10,155,023.05 |

**UNITED CITY OF YORKVILLE, ILLINOIS
GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS, SERIES 2023A /
WATER REVENUE BONDS, SERIES 2023A**

PRELIMINARY TIMETABLE

(AS OF APRIL 18, 2023)

| TASK | PARTY/FIRM RESPONSIBLE | DATE |
|--|-------------------------------|-----------------------------|
| Distribute Underwriter Request for Proposal (RFP) | Speer | Week of April 18 |
| Receive Underwriter RFP Responses | Speer and City | Week of May 1 |
| Adoption of Authorizing Ordinance | City | May 9 |
| Publish Authorizing Ordinance and Notice of BINA Hearing | City | Between May 10 and May 19 |
| Distribute Draft Preliminary Official Statement (POS) | Speer | Week of May 15 |
| Distribute Rating Package | Speer | Week of May 15 |
| BINA Hearing | City | May 23 |
| Comments Due on POS | All Parties | Week of May 29 |
| Distribute Second Draft of POS | Speer | Week of June 5 |
| Rating Agency Call/Meeting | City and Speer | Week of June 5 |
| Receive Bond Rating | City and Speer | By June 15 |
| Finalize and Post POS | Speer | Week of June 19 |
| Adoption of Bond Ordinance | City | June 27 |
| Bond Sale | All | Between June 27 and June 29 |
| Bond Closing | All Parties | July 19 |

All City Council Actions are Highlighted in BLUE



| 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 2023-21

Agenda Item Summary Memo

Title: Lake Michigan Engineering Escrow Agreement

Meeting and Date: City Council – April 25, 2023

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: April 18, 2023
Subject: Lake Michigan engineering escrow agreement

Summary

Consideration of an intergovernmental agreement for design engineering costs for the first and second phase of the Lake Michigan water source project.

Background

This item was last discussed in March 2023 during the FY 24 budget presentation and at the March 2023 Public Works Committee meeting. At those meetings, the groups viewed documents that had preliminary capital improvement plans for the Lake Michigan water source project. One component of those plans is the phase 1 and phase 2 engineering for the project that DuPage Water Commission (DWC) will undertake. DWC has opened an RFP for an engineering contract for this first phase of the project, and intends to move forward with the selection of a firm in early Summer. Accordingly, DWC has asked the three Waterlink communities to deposit \$200,000 each in escrow for this cost. Yorkville's contribution is included in the FY 24 budget proposal.

The attached escrow and intergovernmental agreement provides for this \$200,000 per community deposit, which is expected to cover several months of engineering work on the phase 1 and phase 2 contract. The exact cost of the engineering contract will not be known until June, when DWC approves a formal contract with a firm. The agreement provides for equal, subsequent deposits at a later date as the escrow is depleted. However, we anticipate that once the engineering costs are known and the communities continue their own planning efforts over the next few months, that a full member and funding agreement will be approved with DWC before a subsequent deposit will be required. This full member and funding agreement would be Yorkville's entry into DWC and would contain more details on how the ultimate construction costs will be split between the three communities.

Recommendation

Staff recommends approval of the intergovernmental agreement covering phase 1 and phase 2 engineering costs for the Lake Michigan water supply project.

**RESOLUTION APPROVING AN ESCROW INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO,
THE VILLAGE OF MONTGOMERY AND THE DUPAGE WATER COMMISSION**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "*City*"), the Village of Oswego ("*Oswego*") and the Village of Montgomery ("*Montgomery*") are duly organized units of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution (collectively, the "*Municipalities*"); 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 Municipalities and the DuPage Water Commission (the "*Commission*") is a county water commission and public corporation under Division 15 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*; and,

WHEREAS, the Municipalities and the Commission are in the process of negotiating contracts for the sale of Lake Michigan water to the Municipalities from the Commission's Waterworks System; and,

WHEREAS, the Commission will design, construct, own, operate and maintain the water main (the "*Project*") required to transmit the water.

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the "*Commission Expenses*"); and,

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the main and connections prior to the execution of the water purchase and sale contracts and construction contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities; and,

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses pursuant to the terms as stated in the attached Escrow Intergovernmental Agreement.

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. Escrow Intergovernmental Agreement Among the United City of Yorkville, Village of Oswego, Village of Montgomery and the DuPage Water System, 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 City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2023.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

ESCROW INTERGOVERNMENTAL AGREEMENT

This Escrow Intergovernmental Agreement (the “Escrow Agreement”) is dated the _____ day of _____, 2023 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission, (the “Commission”) a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement (the “Customer Agreement”) with the DuPage Water Commission, and have applied to the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”), for a Lake Michigan Water Allocation Permit (“Permit”); and

WHEREAS, the Municipalities have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of

Lake Michigan water to member customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2027, and Montgomery in 2032; and

WHEREAS, Pending a Permit from the IDNR, the Municipalities seek to connect to Lake Michigan through the DWC; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Commission’s water supply contract with the City of Chicago is set to expire in 2024 and the Commission is 1) exploring an alternative solution to obtaining Lake Michigan water and at the same time, 2) in discussions and negotiations with the City of Chicago for a new water supply agreement; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating Water Purchase and Sale Contracts for the sale of Lake Michigan water to the Municipalities from the Commission’s Waterworks System; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line and be directly connected to the Commission’s Waterworks System (the “Direct Connection”), through the construction and extension of the Commission’s water transmission infrastructure as preliminarily described in Exhibit A (the “Transmission Main”), such that the Municipal Systems will connect through the Transmission Main to the Commission’s Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the “Project”), and;

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal Systems, costs which will

include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission mutually agree and desire to commence the preliminary engineering design of the Transmission Main and Direct Connections prior to the execution of the Water Purchase and Sale Contracts and Construction Contract in order to accelerate the schedule for the delivery of Lake Michigan water to the Municipalities, and;

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Commission Expenses; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Escrow Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Escrow Agreement as if fully set forth herein.
2. Escrow Account. Montgomery, Oswego, and Yorkville will each pay the Commission, within thirty (30) days of execution of this Escrow Agreement, Two Hundred Thousand Dollars and No Cents (\$200,000.00) for a total of Six Hundred Thousand Dollars and No Cents (\$600,000.00) in the form of cash to be held by the Commission in escrow (“Escrow Account”).
 - a. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses.

- b. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: 1) showing the starting and ending balances for that quarter in the Escrow Account; 2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Escrow Agreement relative to the Escrow Account.
 - c. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the "Pay Request") and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.
 - d. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure in Paragraph 6.
3. Termination and Return of Escrow. This Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:
- a. Two years from the date of this Escrow Agreement;
 - b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission; or
 - c. Upon the Municipalities' written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission. Except for a reason other than the denial of a Permit from the IDNR, any withdrawing Municipality will be responsible for any Commission Expenses associated with engineering design incurred to modify engineering designs for the remaining Municipalities.
4. Replenishment of Escrow. If at any time during the term of this Escrow Agreement, the

balance in the Escrow Account is less than Two Hundred Thousand Dollars (\$200,000.00), the Commission will notify the Municipalities. Within thirty (30) days of the Commission notifying the Municipalities under this Paragraph 4, Montgomery, Oswego, and Yorkville will each pay the Commission its proportionate or equal share of the request but not to exceed One Hundred Thousand Dollars (\$100,000.00) for deposit into the Escrow Account.

5. Progress Review: The DWC will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to review and seek consensus of the progress of the Project and at each engineering design milestone such as 30, 50, 90% completion.
6. Dispute Resolution. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association, unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 9 below, with copies sent to the American Arbitration Association.
7. Default. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
8. No Third-Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights,

remedies, obligations or liabilities.

9. Notices. Any notices under this Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgalaw.com

If to the Municipalities:

Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Administrator
Village of Montgomery
200 N River Street
Montgomery, IL 60538

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

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

10. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will assign this Escrow Agreement or any right or privilege any Municipalities and the Commission may have under this Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.
- b. This Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Escrow Agreement; and (iv) the entering into this Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Escrow Agreement.

- e. This Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST: _____ DuPage Water Commission
 BY: _____

ATTEST: _____ Village of Montgomery
 BY: _____

ATTEST: _____ Village of Oswego
 BY: _____

ATTEST; _____ United City of Yorkville
 BY: _____



| Reviewed By: | |
|-----------------------|-------------------------------------|
| Legal | <input type="checkbox"/> |
| Finance | <input type="checkbox"/> |
| Engineer | <input checked="" 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

Public Works Committee #1

Tracking Number

PW 2023-36

Agenda Item Summary Memo

Title: 2023 Road to Better Roads Program

Meeting and Date: City Council – April 25, 2023

Synopsis: 2023 Road Program – Recommendation of Award

Council Action Previously Taken:

Date of Action: PW – 4/18/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-36

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson
Name

Engineering
Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: March 31, 2023
Subject: 2023 Road to Better Roads Program

Bids were received, opened, and tabulated for work to be done on the 2023 Road To Better Roads Program at 10:00 a.m., March 30, 2023. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 in the total amount of **\$1,197,204.31**.

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

| BID SUMMARY 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE | | |
|--|--|---|
| BID TABULATION BIDS RECEIVED 10:00 A.M. 3/30/23 | ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554 | BUILDERS PAVING 4413 Roosevelt Road Suite 108 Hillside, IL 60162 |
| TOTAL BID | \$1,204,250.10 | \$1,228,000.00 |
| BID BOND | N/A | X |
| SIGNED BID | N/A | X |
| | D. CONSTRUCTION 1488 S. Broadway Coal City, IL 60416 | GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507 |
| TOTAL BID | \$1,197,204.31 | \$1,305,625.76 |
| BID BOND | X | X |
| SIGNED BID | X | X |



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| BID TABULATION 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE | | | | | | | | | | | |
|---|--|---|----------|--|---------------|--|---------------|--|---------------|--|---------------|
| | | BID TABULATION BIDS RECD 3/30/2023 | | D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416 | | BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162 | | GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507 | | ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554 | |
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | SUPPLEMENTAL WATERING | UNIT | 10.0 | \$ 220.00 | \$ 2,200.00 | \$ 0.01 | \$ 0.10 | \$ 0.01 | \$ 0.10 | \$ 10.00 | \$ 100.00 |
| 2 | BITUMINOUS MATERIALS (TACK COAT) | POUND | 28946.0 | \$ 0.01 | \$ 289.46 | \$ 0.01 | \$ 289.46 | \$ 0.01 | \$ 289.46 | \$ 0.10 | \$ 2,894.60 |
| 3 | HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT | SQ YD | 413.0 | \$ 0.01 | \$ 4.13 | \$ 15.00 | \$ 6,195.00 | \$ 18.00 | \$ 7,434.00 | \$ 15.00 | \$ 6,195.00 |
| 4 | HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50 | TON | 3556.0 | \$ 76.00 | \$ 270,256.00 | \$ 89.50 | \$ 318,262.00 | \$ 95.00 | \$ 337,820.00 | \$ 83.00 | \$ 295,148.00 |
| 5 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 | TON | 3686.0 | \$ 76.50 | \$ 281,979.00 | \$ 93.00 | \$ 342,798.00 | \$ 95.00 | \$ 350,170.00 | \$ 83.00 | \$ 305,938.00 |
| 6 | SIDEWALK REMOVAL | SQ FT | 5500.0 | \$ 2.75 | \$ 15,125.00 | \$ 2.50 | \$ 13,750.00 | \$ 2.25 | \$ 12,375.00 | \$ 1.75 | \$ 9,625.00 |
| 7 | PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH | SQ FT | 5500.0 | \$ 9.35 | \$ 51,425.00 | \$ 8.50 | \$ 46,750.00 | \$ 9.50 | \$ 52,250.00 | \$ 8.00 | \$ 44,000.00 |
| 8 | DETECTABLE WARNINGS | SQ FT | 332.0 | \$ 35.20 | \$ 11,686.40 | \$ 32.00 | \$ 10,624.00 | \$ 37.00 | \$ 12,284.00 | \$ 35.00 | \$ 11,620.00 |
| 9 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | FOOT | 2010.0 | \$ 44.00 | \$ 88,440.00 | \$ 40.00 | \$ 80,400.00 | \$ 50.00 | \$ 100,500.00 | \$ 42.00 | \$ 84,420.00 |
| 10 | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH | SQ YD | 32982.0 | \$ 2.50 | \$ 82,455.00 | \$ 2.90 | \$ 95,647.80 | \$ 3.75 | \$ 123,682.50 | \$ 2.65 | \$ 87,402.30 |
| 11 | HOT-MIX ASPHALT SURFACE REMOVAL, 3" | SQ YD | 9306.0 | \$ 2.75 | \$ 25,591.50 | \$ 4.00 | \$ 37,224.00 | \$ 3.95 | \$ 36,758.70 | \$ 3.40 | \$ 31,640.40 |
| 12 | PARTIAL DEPTH PATCHING (SPECIAL) | SQ YD | 427.0 | \$ 45.00 | \$ 19,215.00 | \$ 25.00 | \$ 10,675.00 | \$ 32.75 | \$ 13,984.25 | \$ 35.00 | \$ 14,945.00 |
| 13 | ROUTING AND SEALING CRACKS | FOOT | 19683.0 | \$ 0.64 | \$ 12,597.12 | \$ 0.55 | \$ 10,825.65 | \$ 0.58 | \$ 11,416.14 | \$ 0.50 | \$ 9,841.50 |
| 14 | MANHOLES TO BE ADJUSTED | EACH | 4.0 | \$ 800.00 | \$ 3,200.00 | \$ 725.00 | \$ 2,900.00 | \$ 550.00 | \$ 2,200.00 | \$ 700.00 | \$ 2,800.00 |
| 15 | INLETS TO BE ADJUSTED | EACH | 47.0 | \$ 440.00 | \$ 20,680.00 | \$ 400.00 | \$ 18,800.00 | \$ 355.00 | \$ 16,685.00 | \$ 400.00 | \$ 18,800.00 |
| 16 | SANITARY MANHOLES TO BE ADJUSTED | EACH | 1.0 | \$ 880.00 | \$ 880.00 | \$ 800.00 | \$ 800.00 | \$ 1,300.00 | \$ 1,300.00 | \$ 1,200.00 | \$ 1,200.00 |
| 17 | TYPE 1 FRAME, OPEN LID | EACH | 4.0 | \$ 550.00 | \$ 2,200.00 | \$ 500.00 | \$ 2,000.00 | \$ 500.00 | \$ 2,000.00 | \$ 400.00 | \$ 1,600.00 |
| 18 | TYPE 3 FRAME AND GRATE | EACH | 1.0 | \$ 550.00 | \$ 550.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 500.00 |
| 19 | THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS | SQ FT | 1307.0 | \$ 6.05 | \$ 7,907.35 | \$ 5.50 | \$ 7,188.50 | \$ 5.00 | \$ 6,535.00 | \$ 5.00 | \$ 6,535.00 |
| 20 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 27168.0 | \$ 0.66 | \$ 17,930.88 | \$ 0.60 | \$ 16,300.80 | \$ 0.74 | \$ 20,104.32 | \$ 0.75 | \$ 20,376.00 |
| 21 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 2266.0 | \$ 0.99 | \$ 2,243.34 | \$ 0.90 | \$ 2,039.40 | \$ 1.25 | \$ 2,832.50 | \$ 1.40 | \$ 3,172.40 |
| 22 | THERMOPLASTIC PAVEMENT MARKING - LINE 8" | FOOT | 2988.0 | \$ 1.38 | \$ 4,123.44 | \$ 1.25 | \$ 3,735.00 | \$ 1.55 | \$ 4,631.40 | \$ 2.20 | \$ 6,573.60 |
| 23 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 1093.0 | \$ 3.03 | \$ 3,311.79 | \$ 2.75 | \$ 3,005.75 | \$ 2.50 | \$ 2,732.50 | \$ 3.00 | \$ 3,279.00 |
| 24 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 458.0 | \$ 5.50 | \$ 2,519.00 | \$ 5.00 | \$ 2,290.00 | \$ 5.00 | \$ 2,290.00 | \$ 5.00 | \$ 2,290.00 |
| 25 | MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | 273.0 | \$ 5.94 | \$ 1,621.62 | \$ 5.40 | \$ 1,474.20 | \$ 6.00 | \$ 1,638.00 | \$ 10.00 | \$ 2,730.00 |
| 26 | MODIFIED URETHANE PAVEMENT MARKING - LINE 4" | FOOT | 2792.0 | \$ 1.27 | \$ 3,545.84 | \$ 1.15 | \$ 3,210.80 | \$ 0.82 | \$ 2,289.44 | \$ 2.00 | \$ 5,584.00 |
| 27 | MODIFIED URETHANE PAVEMENT MARKING - LINE 6" | FOOT | 4120.0 | \$ 1.87 | \$ 7,704.40 | \$ 1.70 | \$ 7,004.00 | \$ 1.50 | \$ 6,180.00 | \$ 3.00 | \$ 12,360.00 |
| 28 | MODIFIED URETHANE PAVEMENT MARKING - LINE 12" | FOOT | 3183.0 | \$ 2.97 | \$ 9,453.51 | \$ 2.70 | \$ 8,594.10 | \$ 3.00 | \$ 9,549.00 | \$ 6.00 | \$ 19,098.00 |
| 29 | MODIFIED URETHANE PAVEMENT MARKING - LINE 24" | FOOT | 737.0 | \$ 5.94 | \$ 4,377.78 | \$ 5.40 | \$ 3,979.80 | \$ 6.00 | \$ 4,422.00 | \$ 10.00 | \$ 7,370.00 |
| 30 | SHORT TERM PAVEMENT MARKINGS | FOOT | 500.0 | \$ 3.00 | \$ 1,500.00 | \$ 1.00 | \$ 500.00 | \$ 1.50 | \$ 750.00 | \$ 1.00 | \$ 500.00 |
| 31 | SHORT TERM PAVEMENT MARKING REMOVAL | SQ FT | 168.0 | \$ 5.00 | \$ 840.00 | \$ 3.50 | \$ 588.00 | \$ 2.95 | \$ 495.60 | \$ 3.00 | \$ 504.00 |



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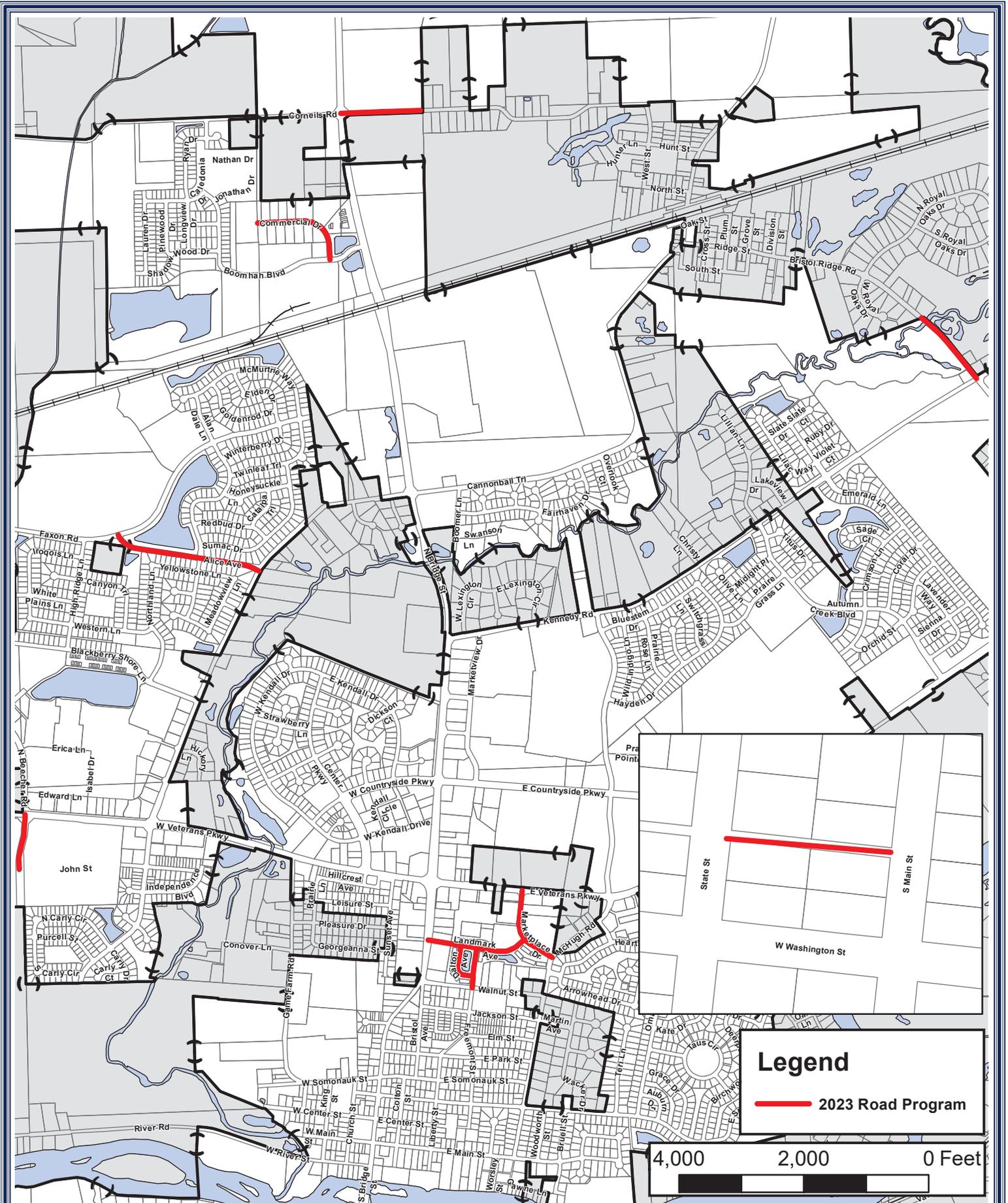
| BID TABULATION 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE | | | | | | | | | | | |
|---|--|---------------------------------------|----------|--|---------------|--|--------------|--|--------------|--|------------------------|
| | | BID TABULATION BIDS RECD 3/30/2023 | | D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416 | | BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162 | | GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507 | | ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554 | |
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 32 | AGGREGATE SURFACE REMOVAL, 4" | SQ YD | 580.0 | \$ 10.00 | \$ 5,800.00 | \$ 13.50 | \$ 7,830.00 | \$ 5.30 | \$ 3,074.00 | \$ 10.00 | \$ 5,800.00 |
| 33 | PREPARATION OF BASE | SQ YD | 580.0 | \$ 2.00 | \$ 1,160.00 | \$ 2.75 | \$ 1,595.00 | \$ 1.75 | \$ 1,015.00 | \$ 3.00 | \$ 1,740.00 |
| 34 | SODDING, SPECIAL | SQ YD | 1151.0 | \$ 16.25 | \$ 18,703.75 | \$ 14.75 | \$ 16,977.25 | \$ 14.75 | \$ 16,977.25 | \$ 15.00 | \$ 17,265.00 |
| 35 | HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT | SQ YD | 117.0 | \$ 57.00 | \$ 6,669.00 | \$ 65.00 | \$ 7,605.00 | \$ 44.00 | \$ 5,148.00 | \$ 50.00 | \$ 5,850.00 |
| 36 | RECESSED REFLECTIVE PAVEMENT MARKER | EACH | 90.0 | \$ 71.50 | \$ 6,435.00 | \$ 65.00 | \$ 5,850.00 | \$ 17.16 | \$ 1,544.40 | \$ 50.00 | \$ 4,500.00 |
| 37 | RAISED REFLECTIVE PAVEMENT MARKER REMOVAL | EACH | 90.0 | \$ 10.00 | \$ 900.00 | \$ 18.00 | \$ 1,620.00 | \$ 8.00 | \$ 720.00 | \$ 15.00 | \$ 1,350.00 |
| 38 | TRAFFIC CONTROL AND PROTECTION (SPECIAL) | L SUM | 1.0 | \$ 15,000.00 | \$ 15,000.00 | \$ 12,655.19 | \$ 12,655.19 | \$ 16,932.00 | \$ 16,932.00 | \$ 30,000.00 | \$ 30,000.00 |
| 39 | EMULSIFIED MALTENE-BASED REJUVENATOR | SQ YD | 75742.0 | \$ 2.00 | \$ 151,484.00 | \$ 1.10 | \$ 83,316.20 | \$ 1.10 | \$ 83,316.20 | \$ 1.15 | \$ 87,103.30 |
| 40 | CRACK ROUTING (PAVEMENT) | FOOT | 60000.0 | \$ 0.03 | \$ 1,800.00 | \$ 0.02 | \$ 1,200.00 | \$ 0.02 | \$ 1,200.00 | \$ 0.01 | \$ 600.00 |
| 41 | CRACK FILLING | POUND | 20000.0 | \$ 1.67 | \$ 33,400.00 | \$ 1.55 | \$ 31,000.00 | \$ 1.48 | \$ 29,600.00 | \$ 1.55 | \$ 31,000.00 |
| TOTAL BASE BID (Items 1 - 41) | | | | | | \$ 1,197,204.31 | | \$ 1,228,000.00 | | \$ 1,305,625.76 | \$ 1,204,250.10 |

% BELOW/ABOVE ENGINEER'S ESTIMATE

-0.59%

1.97%

8.42%



Legend

 2023 Road Program



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



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

| | |
|--------------|---|
| DATE: | JANUARY 2023 |
| PROJECT NO.: | YO2239 |
| BY: | MJT |
| PATH: | HGIS\PUBLIC\YORKVILLE\2022 |
| FILE: | YO2239_Road Program 2023 Attachment E.MXD |

EXHIBIT 1 - LOCATION MAP



**2023 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$85,989. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen
 Resident Alien Non-Resident Alien The Internal Revenue Service requires that

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) x Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- | | |
|----------------------|---|
| Attachment A: | Standard Terms and Conditions |
| Attachment B: | Scope of Services |
| Attachment C: | Estimated Level of Effort and Associated Cost |

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2023 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____ day of _____, 2023.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer / President

Jori Behland
City Clerk

Christopher J. Ott, P.E.
Project Manager

**2023 Road to Better Roads Program – Construction Engineering
United City of Yorkville**

Attachment A – Standard Terms & Conditions

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor’s failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER’S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, “force majeure” shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party’s waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney’s Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**2023 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Conference with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Prepare/verify payment estimates
- Gather certified payrolls and waivers of lien
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities
- Prepare necessary IDOT closeout paperwork
 - BLR13230 – Engineer’s Final Payment Estimate
 - BLR13210 – Request for Approval of Change in Plans
 - BLR14222 – Municipal Maintenance Expenditure Statement

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

| | | | |
|--|--|-----------------------|--------------------|
| CLIENT | | PROJECT NUMBER | |
| United City of Yorkville | | YO2239-P | |
| PROJECT TITLE | | DATE | PREPARED BY |
| 2023 Road to Better Roads Program - Construction Engineering | | 4/4/23 | CJO |

| TASK NO. | TASK DESCRIPTION | ROLE | PIC | PM | SPE 2 | PE | SPT 2 | SPT 1 | ST | ADMIN | HOURS | COST |
|------------------------------|-------------------------------|--------|----------|-----------|-----------|------------|----------|----------|----------|----------|------------|------------------|
| | | PERSON | | | | | | | | | | |
| | | RATE | \$239 | \$204 | \$192 | \$162 | \$167 | \$156 | \$135 | \$70 | | |
| DESIGN ENGINEERING | | | | | | | | | | | | |
| 3.1 | Contract Administration | | 2 | 10 | 16 | 8 | | | | 2 | 38 | \$ 7,026 |
| 3.2 | Construction Layout | | | 2 | 8 | 16 | | | | | 26 | \$ 4,536 |
| 3.3 | Observation and Documentation | | 2 | 4 | 24 | 380 | | | | 2 | 412 | \$ 67,602 |
| Insert Task Subtotal: | | | 4 | 16 | 48 | 404 | - | - | - | 4 | 476 | \$ 79,164 |
| PROJECT TOTAL: | | | 4 | 16 | 48 | 404 | - | - | - | 4 | 476 | 79,164 |

EEI STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 2 Senior Project Engineer II
- PE Project Engineer
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ST Senior Technician
- ADMIN Administrative Assistant

DIRECT EXPENSES

| | |
|-----------------------------|-----------------|
| Printing/Scanning = | \$ - |
| Rubino (Material Testing) = | \$ 3,900 |
| Vehicle Charge (\$65/day) = | \$ 2,925 |
| DIRECT EXPENSES = | \$ 6,825 |

LABOR SUMMARY

| | |
|-----------------------------|------------------|
| EEI Labor Expenses = | \$ 79,164 |
| TOTAL LABOR EXPENSES | \$ 79,164 |

| | |
|--------------------|------------------|
| TOTAL COSTS | \$ 85,989 |
|--------------------|------------------|

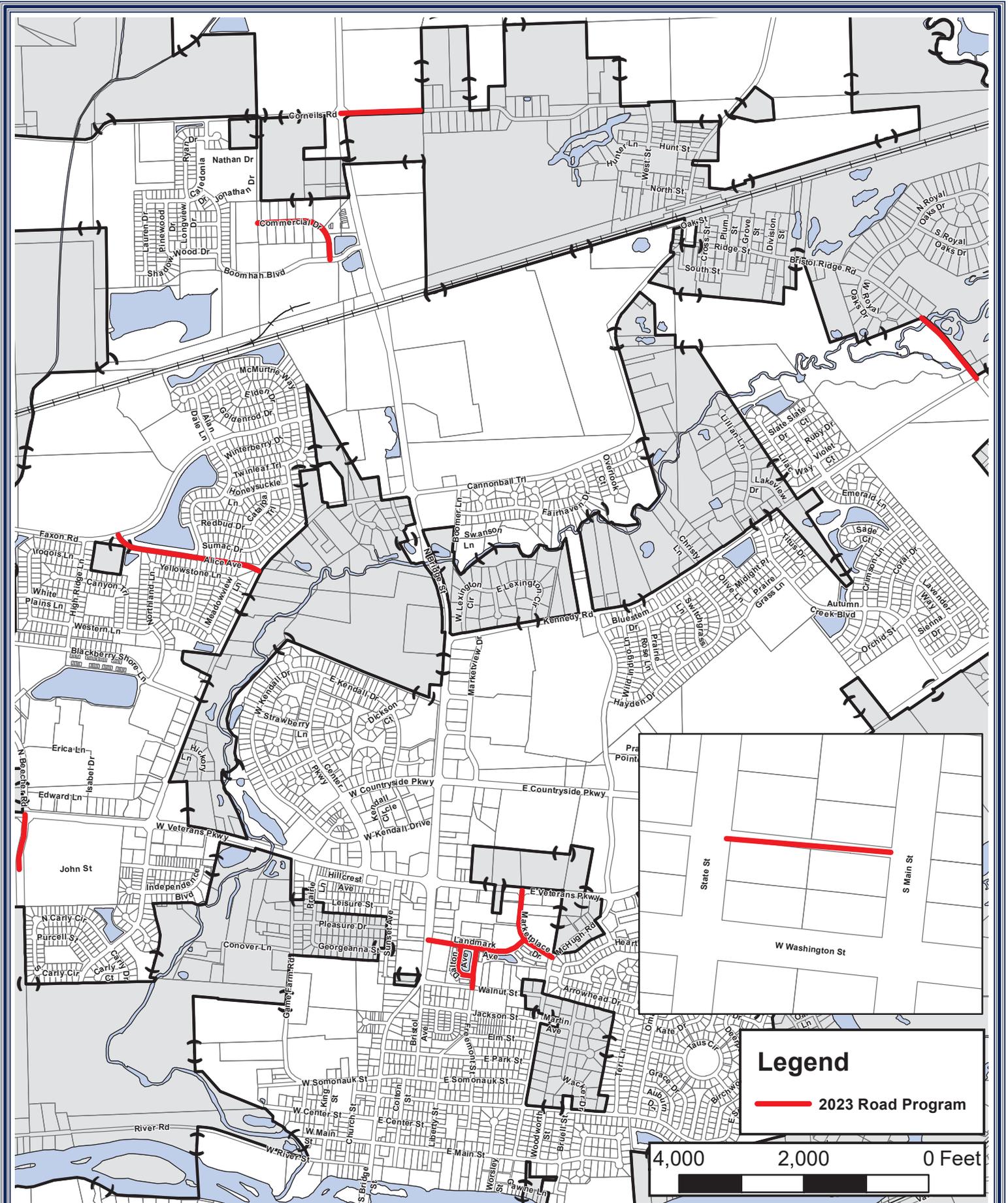


ATTACHMENT D: ESTIMATED SCHEDULE

| | |
|--|-----------------------|
| CLIENT | PROJECT NUMBER |
| United City of Yorkville | YO2239-P |
| PROJECT TITLE | DATE |
| 2023 Road to Better Roads Program - Construction Engineering | 4/4/23 |
| | PREPARED BY |
| | CJO |

| TASK NO. | TASK DESCRIPTION | | | | | | | | |
|----------|-------------------------------|------|-----|-----|-----|-----|-----|-----|-----|
| | | 2023 | | | | | | | |
| | | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV |
| 3.1 | Contract Administration | | | | | | | | |
| 3.2 | Construction Layout | | | | | | | | |
| 3.3 | Observation and Documentation | | | | | | | | |





Legend

 2023 Road Program



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

United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

| | |
|--------------|---|
| DATE: | JANUARY 2023 |
| PROJECT NO.: | YO2239 |
| BY: | MJT |
| PATH: | HGIS\PUBLIC\YORKVILLE\2022 |
| FILE: | YO2239_Road Program 2023 Attachment E.MXD |

ATTACHMENT E
2023 PROPOSED RTBR PROGRAM
LOCATIONMAP





STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

| EMPLOYEE DESIGNATION | CLASSIFICATION | HOURLY RATE |
|-------------------------------------|----------------|-------------|
| Senior Principal | E-4 | \$239.00 |
| Principal | E-3 | \$234.00 |
| Senior Project Manager | E-2 | \$227.00 |
| Project Manager | E-1 | \$204.00 |
| Senior Project Engineer/Surveyor II | P-6 | \$192.00 |
| Senior Project Engineer/Surveyor I | P-5 | \$179.00 |
| Project Engineer/Surveyor | P-4 | \$162.00 |
| Senior Engineer/Surveyor | P-3 | \$149.00 |
| Engineer/Surveyor | P-2 | \$135.00 |
| Associate Engineer/Surveyor | P-1 | \$122.00 |
| Senior Project Technician II | T-6 | \$167.00 |
| Senior Project Technician I | T-5 | \$156.00 |
| Project Technician | T-4 | \$146.00 |
| Senior Technician | T-3 | \$135.00 |
| Technician | T-2 | \$122.00 |
| Associate Technician | T-1 | \$107.00 |
| GIS Technician II | G-2 | \$119.00 |
| GIS Technician I | G-1 | \$110.00 |
| Engineering/Land Surveying Intern | I-1 | \$ 79.00 |
| Executive Administrative Assistant | A-4 | \$ 75.00 |
| Administrative Assistant | A-3 | \$ 70.00 |

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

| | | |
|--|--------------------------------|-----------|
| Vehicle for Construction Observation | | \$ 15.00 |
| In-House Scanning and Reproduction | \$0.25/Sq. Ft. (Black & White) | |
| | \$1.00/Sq. Ft. (Color) | |
| Reimbursable Expenses (Direct Costs) | Cost | |
| Services by Others (Direct Costs) | Cost + 10% | |
| Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone | | \$ 216.00 |
| Expert Testimony | | \$ 271.00 |



| 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

Public Works Committee #3

Tracking Number

PW 2023-40

Agenda Item Summary Memo

Title: Single Axle Dump Truck Price Increase 4

Meeting and Date: City Council – April 25, 2023

Synopsis: Manufacturer is requesting a \$1,482 increase in the price of the truck that we have
Had on order since March of 2021

Council Action Previously Taken:

Date of Action: PW – 4/18/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-40

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: April 13, 2023
Subject: Single Axle Dump Truck Price Increase 4

Summary

We have had a single axle dump truck on order since March of 2021. The manufacturer of the truck is now asking for the 4th price increase on this yet to be built truck.

Background

This truck was originally approved on 3/23/21 by the city council as part of a package of vehicles proposed by Public Works. The cost of the chassis at that time was \$93,533.

Staff brought forward the first price increase in November and it was passed by the City Council on 11/23/21. This was a large price increase of \$18,127 that was due to material shortage and supply chain issues. This brought the price of the chassis to \$111,660.

PACCAR then stated on March 10, 2022 that there was another price increase of \$2640 per unit due to excessive price increases in microchip processors, and other materials, labor shortage, surcharges, and production inflation. This increase will bring the price of the chassis to \$114,300.

As of September 26, 2022, we were notified that the price was increasing yet again. With the extended warranty, doc fee, title, and plate fees the new price of the chassis will be \$128,445. This is an increase of \$14,145 from the previous price, and an overall increase of \$34,912 from the original purchase price in March of 2021.

The manufacturer is now increasing the price yet again another \$1482 which will bring the total price of the vehicle to \$129,927. The only bright spot is that our truck is scheduled for a July build. I don't know if I trust that date, but I hope its true. If it is true, we may be able to have this truck by the end of the year. The body builder usually takes about 6 months, but hopefully we can lessen that and get the truck in time for the start of the winter season.

Recommendation

I recommend the approval of the price increase of \$1482

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-01116

Buyer: United City of Yorkville

Dealer: Peterbilt of Wisconsin, Inc. dba JX Truck Center

Date: 04/07/2023

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:
Peterbilt of Wisconsin, Inc. dba JX Truck Center
4260 Linden Road
Rockford IL 61109

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

By: _____
Print: _____

By: _____
Print: _____

PURCHASE CONTRACT



Peterbilt of Wisconsin, Inc. dba JX Truck Center

4260 Linden Road
 Rockford IL 61109
 (815) 874-3433

Date: 04/07/2023
 Quote #: DE-01116
 Type: Cash
 Salesperson: Connie Swenson
 PO #: _____

Bill To: **PROS-009352**
United City of Yorkville
 800 Game Farm Road
 Yorkville IL 60560
 P:(630) 553-4370

Ship To:
United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560

| | | | | |
|------------------------|-------------------|---------------------------|------------------|---------------------|
| Stock#: 2133875 | VIN:602436 | 2024 PETERBILT 548 | Price: | \$127,788.00 |
| | | Extended Warranty | | <u>\$1,676.00</u> |
| | | | Per Unit: | \$129,464.00 |

| | |
|--------------------|----------------------------|
| Total Price | \$129,464.00 |
| Documentation Fee | \$300.00 |
| Title Fee | \$155.00 |
| Plate Fee | \$8.00 |
| Total | <u>\$129,927.00</u> |

Full payment for cab & chassis due at time of delivery from Peterbilt Motors
 Will be upfitted with a Lindco supplied dump body and plow at additional cost
 This Vehicle Purchase Order supersedes the second order dated, & approved 9/26/22

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.

2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.

3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.

4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER: A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. **DAMAGE DISCLOSURE: A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. **SAVINGS CLAUSE. GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. **ARBITRATION:** Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. **FINANCING.** Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of deliver of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

United City of Yorkville

Purchaser

Purchaser's Signature

Date



| Reviewed By: | |
|-----------------------|-------------------------------------|
| Legal | <input checked="" type="checkbox"/> |
| Finance | <input type="checkbox"/> |
| Engineer | <input checked="" 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 2023-01

Agenda Item Summary Memo

Title: Bristol Bay – Unit 10 (Final Plat Amendment)

Meeting and Date: City Council – April 25, 2023

Synopsis: Proposed Amended Final Plat of Subdivision of Unit 10 in the Bristol Bay P.U.D.

Council Action Previously Taken:

Date of Action: PZC – 07/13/22 Action Taken: Approved

Item Number: PZC 2022-12 & EDC 2022-45

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memorandum.

Memorandum



To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: April 20, 2023
Subject: **PZC 2023-01 Bristol Bay – Unit 10 (Final Plat Amendment)**
Proposed Amendment to Final Plat Unit for Multi-Family Townhomes

Proposed Request:

The petitioner, Troy Mertz, on behalf of Bristol Bay Yorkville, LLC, is seeking to amend the recently approved Final Plat in Unit 10 of the Bristol Bay residential subdivision to address an approximately twelve (12) foot shift northwest of a townhome building to avoid a storm sewer line. The shift resulted in certain parcel lot lines being adjusted from the previously approved final plat layout. There are no changes proposed to the previously approved number of total lots, areas of building lots, total area of open space or setback distances. Bristol Bay Unit 10 is generally located at the northwest intersection of Galena Road and Rosenwinkel Street and is planned for 119 townhome units.

Note, this matter was scheduled for the April 5th Economic Development Committee meeting, however, that meeting was cancelled due to lack of a quorum. Per Section 6, paragraph A of the annexation agreement for Bristol Bay (Ord. 2005-34), the City must act upon any final plat and final engineering or resubmitted final plat and final engineering within sixty (60) days of receipt. While the initial receipt of the completed application was on January 30, 2023, the petitioner has agreed to a final approval date of April 25, 2023. In order to keep this approval timeline, no EDC review is scheduled.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat amendment approval at a meeting held on April 12, 2023 and made the following action on the motion below:

In consideration of the proposed Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10, Amended, the Planning and Zoning Commission recommends approval of the plat to the City Council as prepared by HR Green dated last revised 1/24/23.

Action:

Olson – aye; Williams – aye; Goins – aye; Horaz – aye; **4 ayes; 0 no.**

Attachments:

1. Staff memo to the Planning and Zoning Commission (PZC) dated April 6, 2023
2. Draft Ordinance
3. Copy of Petitioner's Applications
4. Recorded Final Plat of Subdivision Bristol Bay PUD Unit 10 prepared by HR Green dated 07/19/2022
5. Final Plat of Subdivision Bristol Bay PUD Unit 10, Amended, prepared by HR Green date last revised 1/24/2023
6. EEI Letter to the City dated March 9, 2023



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: April 6, 2023
Subject: **PZC 2023-01 Bristol Bay – Unit 10 (Final Plat Amendment)**
Proposed Amendment to Final Plat Unit for Multi-Family Townhomes

Request Summary:

The petitioner, Troy Mertz, on behalf of Bristol Bay Yorkville, LLC, is seeking to amend the recently approved Final Plat in Unit 10 of the Bristol Bay residential subdivision to address an approximately twelve (12) foot shift northwest of a townhome building to avoid a storm sewer line. The shift resulted in certain parcel lot lines being adjusted from the previously approved final plat layout. There are no changes proposed to the previously approved number of total lots, areas of building lots, total area of open space or setback distances. Bristol Bay Unit 10 is generally located at the northwest intersection of Galena Road and Rosenwinkel Street and is planned for 119 townhome units.



Bristol Bay Unit 10

United City of Yorkville, Illinois
JMarch 8, 2023



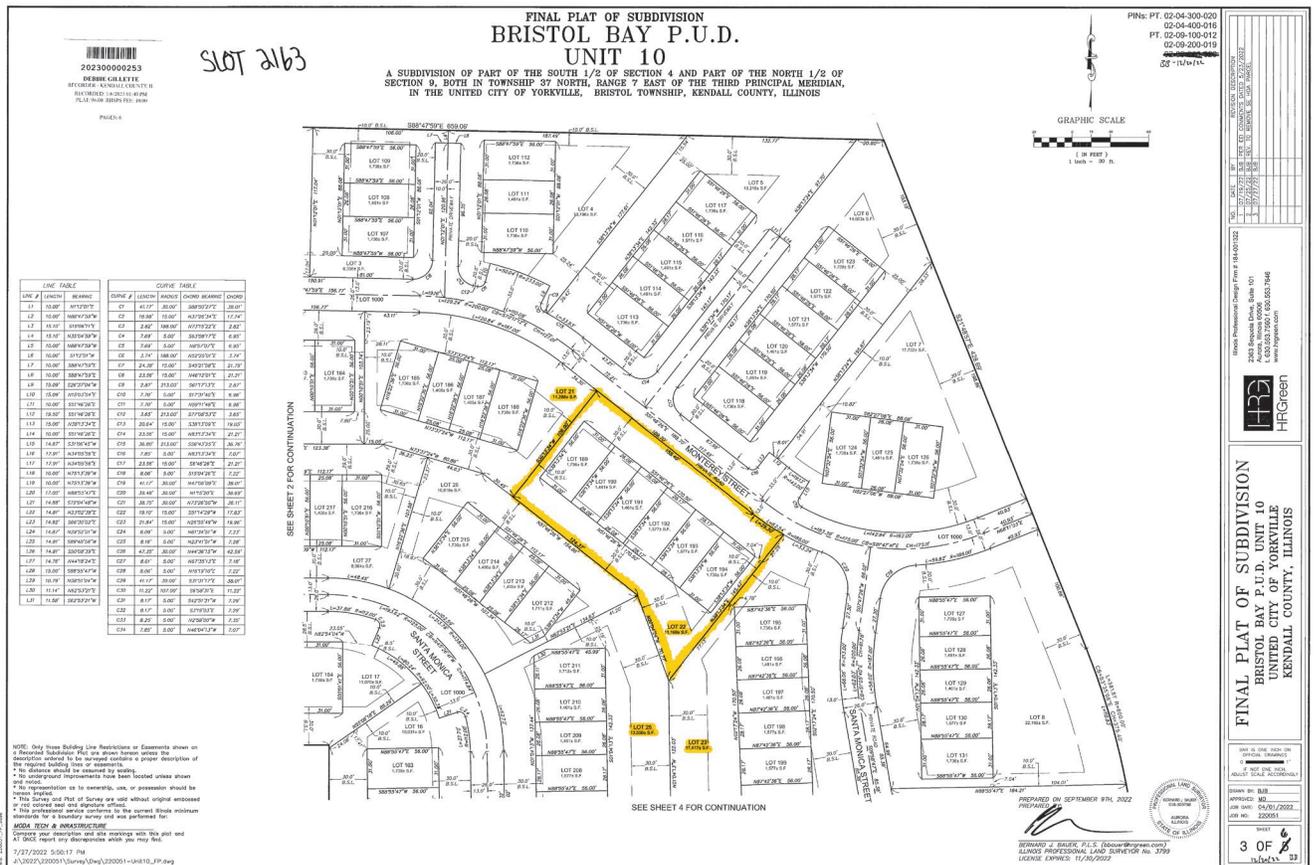
Proposed Unit 10 Final Plat Amendment:

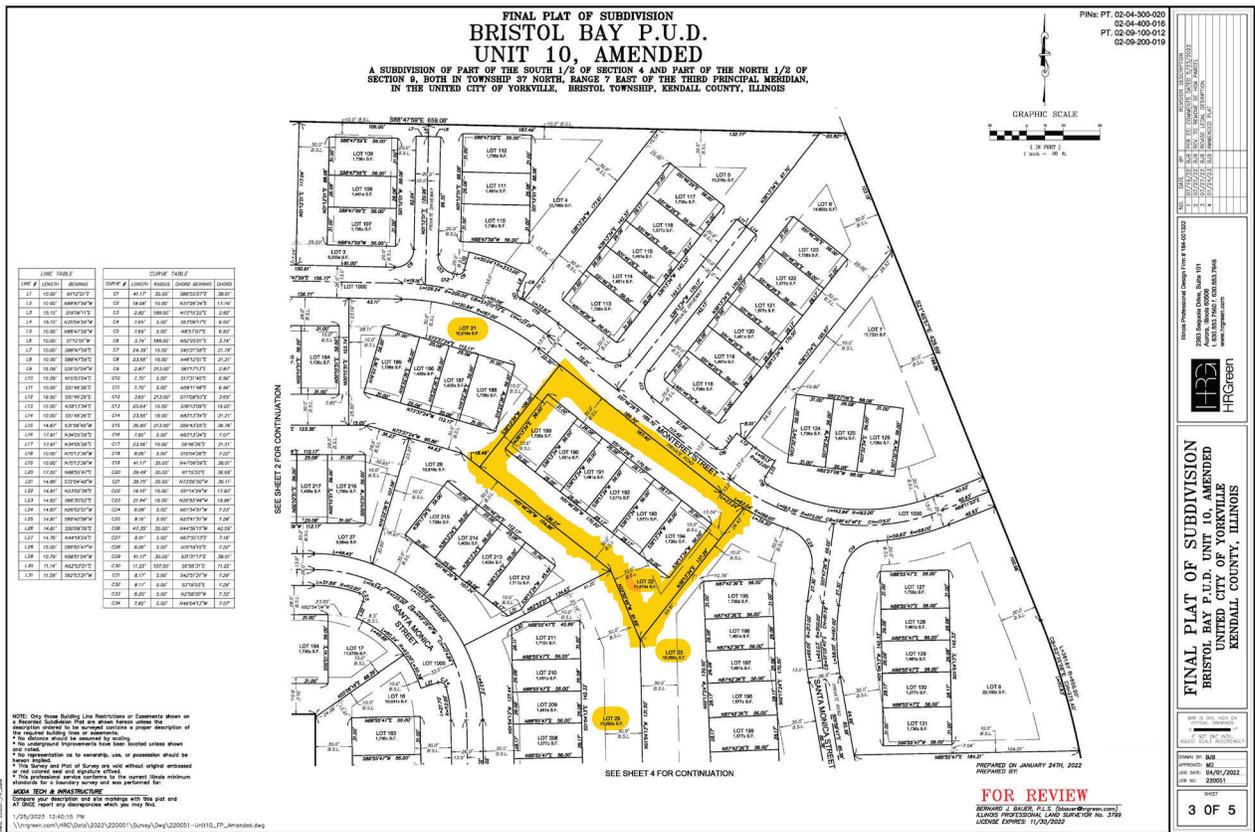
As the Economic Development Committee may recall, the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 was approved on July, 26, 2022 and recorded with the Kendall County Recorder's Office as Document No. 202300000253. However, during the process of the petitioner's engineer preparing plats for building permits, it was realized that the location of the property lines for several lots were platted inconsistently with the approved final engineering plans.

The specific lots affected are Lots 189 through 194, this is due to the adjustment of the 6-unit townhome building being shifted approximately twelve feet (12') to the northwest to avoid encroaching upon a storm sewer line. As mentioned previously, the proposed final plat amendment will not affect the previously approved number of total lots, areas of building lots, total area of open space or setback distances. The changes proposed as part of this amended plat area as follows:

| LOT(S) | PROPOSED CHANGE |
|--------------------------------|---|
| Lots 189-194 | Common Lot Line between Lot 21 and Lot 22 shifted northwest 12 feet. |
| Lot 22 and Lot 23 | Common Lot Line between lots is shifted northwest 6 feet. |
| Lots 22, 23 and 25 | Common Corner between lots was shifted north to accommodate the shifted common lot line between Lots 22 and 23. |
| Lots 22 and 25, Lots 23 and 25 | Common Lot Lines were adjusted to accommodate of common corner |
| Lots 21, 22, 23, and 25 | Adjustments in lot areas Lot 21 – 11,288 sq. ft to 10,016 sq. ft. Lot 22 – 11,160 sq. ft. to 11,474 sq. ft. Lot 23 - 17,417 sq. ft. to 18,265 sq. ft. Lot 25 – 13,556 sq. ft. to 13,656 sq. ft. |

Below is a copy of the previously approved and recorded Bristol Bay P.U.D. Unit 10 Final Plat and the proposed amended Bristol Bay P.U.D. Unit 10 Final Plat, both prepared by HR Green, for comparison.





Staff Comments:

The proposed Final Plat of Subdivision Bristol Bay P.U.D. Unit 10, Amended has been reviewed by the City’s engineering consultant, Engineering Enterprises Inc. (EEI), for compliance with the Subdivision Control Ordinance’s Standards for Specification. A plan review conducted by the City Engineer, dated March 9, 2023, has determined the amended Final Plat of Subdivision for Bristol Bay Unit 10 is in compliance with local ordinances, specifically the Subdivision Control Ordinance. Therefore, staff supports approval of the proposed final plat amendment.

Per Section 6, paragraph A of the annexation agreement for Bristol Bay (Ord. 2005-34), the City shall act upon any final plat and final engineering or resubmitted final plat and final engineering within sixty (60) days of receipt. Initial receipt of the completed application was on January 30, 2023. Based upon the required City meeting schedule, the final approval of the requested Final Plat Amendment is proposed for April 25, 2023. The petitioner has agreed to this timeline. Should you have any questions regarding this matter; staff will be available at Tuesday night’s meeting.

Proposed Motion:

In consideration of the proposed Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10, Amended, the Planning and Zoning Commission recommends approval of the plat to the City Council as prepared by HR Green dated last revised 1/24/23, and subject to {insert any additional conditions of the Planning and Zoning Commission} ...

Attachments:

1. Copy of Petitioner's Application
2. Recorded Final Plat of Subdivision Bristol Bay PUD Unit 10 prepared by HR Green dated 07/19/2022
3. Final Plat of Subdivision Bristol Bay PUD Unit 10, Amended, prepared by HR Green date last revised 1/24/2023
4. EEI Letter to the City dated March 9, 2023



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Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR FINAL PLAT/REPLAT

INTENT AND PURPOSE

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards. The process for applying for a final plat or replat allows for the review of a proposed layout of divided lots and establishes standard design specification to ensure adequate roadways for safe and efficient traffic circulation is provided; safeguard against flood damage; promotes access and availability of utilities; and requires the provision of other necessary public improvements.

This packet explains the process to successfully submit and complete an Application for Final Plat/Replat. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the process, please refer to "Title 11 Subdivision Control" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP

1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- One (1) original signed and notarized application.
- Legal description of the property in Microsoft Word.
- Three (3) copies each of the exhibits and proposed drawings. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and outside consultant costs (i.e. legal review, engineering review, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all the needed documents for the process.

STEP

2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

This step is dependent on the complexity of the request and may be skipped at the discretion of staff.

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.



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APPLICATION FOR FINAL PLAT/REPLAT

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plat to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their plat to the Planning and Zoning Commission. The Planning and Zoning Commission will discuss the request and make a recommendation to City Council.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the plat will be considered. City Council will make the final approval of the plat. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SAMPLE MEETING SCHEDULE

MONTH 1

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

Plan Council Meeting

MONTH 2

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

Economic Development
Committee

MONTH 3

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

Planning & Zoning Commission

MONTH 4

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

City Council

Meeting Date

Updated Materials Submitted for Meeting

This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.



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APPLICATION FOR FINAL PLAT/REPLAT

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)



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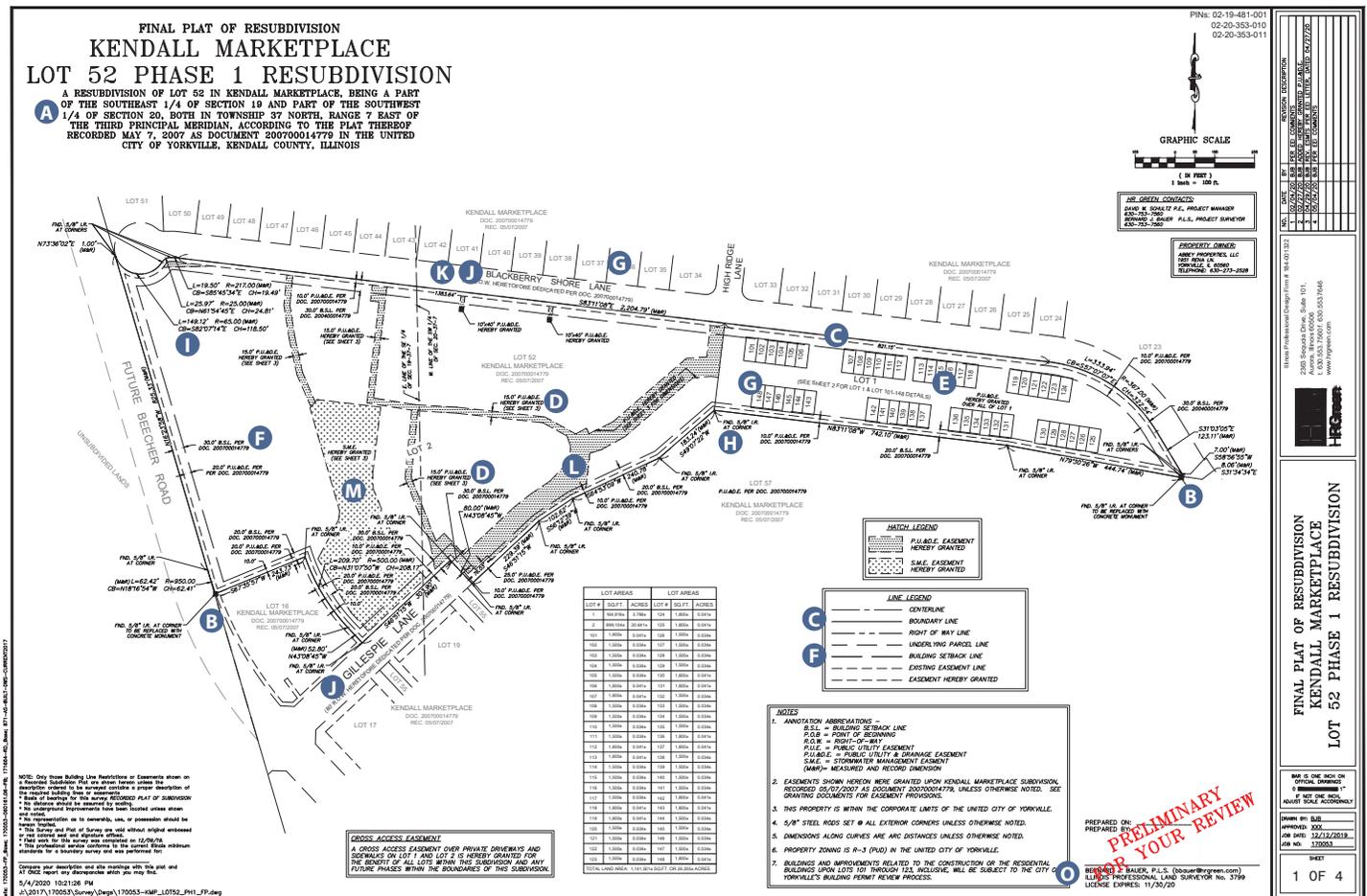
APPLICATION FOR FINAL PLAT/REPLAT

REQUIRED MATERIALS FOR FINAL PLAT OR SUBDIVISION PLAT

The following information must be shown on all final plats and final plats of resubdivision:

- A** Legal Description
- B** Monuments
- C** Exterior Boundary Lines
- D** Widths
- E** Lot Lines
- F** Setback Lines
- G** Consecutive Numbering & Lettering
- H** Lot Angles
- I** Circular Curves
- J** Street Names
- K** Abutment
- L** Dedicated Lands
- M** Watercourses and Drainage
- N** Access to Lake or Streams (not shown)
- O** Survey
- P** Certificates of Approval (not shown)

FINAL PLAT OF RESUBDIVISION EXAMPLE





United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR FINAL PLAT/REPLAT

| INVOICE & WORKSHEET PETITION APPLICATION | | | |
|--|--|--|-----------|
| CONCEPT PLAN REVIEW | <input type="checkbox"/> Engineering Plan Review deposit | \$500.00 | Total: \$ |
| AMENDMENT | <input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D. | \$500.00 \$500.00 \$500.00 \$500.00 | Total: \$ |
| ANNEXATION | <input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres | | Total: \$ |
| $\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p> | | | |
| REZONING | <input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres | | Total: \$ |
| <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i> | | | |
| $\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p> | | | |
| SPECIAL USE | <input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres | | Total: \$ |
| $\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p> | | | |
| ZONING VARIANCE | <input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit | | Total: \$ |
| PRELIMINARY PLAN FEE | <input type="checkbox"/> \$500.00 | | Total: \$ |
| PUD FEE | <input type="checkbox"/> \$500.00 | | Total: \$ |
| FINAL PLAT FEE | <input type="checkbox"/> \$500.00 | | Total: \$ |
| ENGINEERING PLAN REVIEW DEPOSIT | <input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres | \$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00 | Total: \$ |
| OUTSIDE CONSULTANTS DEPOSIT | <i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres \$5,000.00 | | Total: \$ |
| TOTAL AMOUNT DUE: | | | |



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR FINAL PLAT/REPLAT

| DATE: | PZC NUMBER: | DEVELOPMENT NAME: |
|---|---------------------------------|--|
| PETITIONER INFORMATION | | |
| NAME: Troy Mertz | | COMPANY: Yorkville Moda I |
| MAILING ADDRESS: 1834 Walden Square, Unit 300 | | |
| CITY, STATE, ZIP: Schaumburg, IL 60173 | | TELEPHONE: <input type="radio"/> HOME <input checked="" type="radio"/> BUSINESS (630) 834-0722 |
| EMAIL: troymertz@gmail.com | | FAX: |
| PROPERTY INFORMATION | | |
| NAME OF HOLDER OF LEGAL TITLE: Yorkville Moda I | | |
| IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN: | | |
| PROPERTY STREET ADDRESS: Bristol Bay Subdivision - Unit 10 | | |
| DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: North of Galena Rd. and west of Rosenwinkel Street and south of Unit 11 and Unit 9. Town-home lots in Unit 10 in Bristol Bay Subdivision have been previously platted and at this time this application will revise/adjust four (4) lots that were incorrect. | | |
| CURRENT ZONING CLASSIFICATION: Bristol Bay PUD | | |
| TOTAL LOT ACREAGE: 1.446+/- acres (amened lots) | | TOTAL NUMBER OF LOTS TO BE CREATED: No New Lots - REPLAT |
| PROPOSED LOT AREAS AND DIMENSIONS | | |
| LOT NUMBER | LOT DIMENSIONS (W x L, IN FEET) | LOT AREA (IN SQUARE FEET) |
| See attached Plat(s) | | |
| for Unit 10 - Amended | | |
| Lot 21 | Irregular - Approx 160' x 106' | 10,016+/- sq.ft |
| Lot 22 (Lots 189-194) | Irregular - Approx 185' x 106' | 21,022+/- sq.ft. |
| Lot 23 | Irregular - Approx 215' x 150' | 18,265+/- sq.ft. |
| Lot 25 | Irregular - Approx 170' x 130' | 13,665+/- sq.ft. |
| | | |
| | | |
| | | |
| | | |



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

| | | |
|---------------|----------------------|---|
| PROJECT NAME: | FUND ACCOUNT NUMBER: | PROPERTY ADDRESS: Bristol Bay Subdivision - Unit 10 |
|---------------|----------------------|---|

PETITIONER DEPOSIT ACCOUNT FUND:

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

| | |
|---|---------------------------|
| NAME: Troy Mertz | COMPANY: Yorkville Moda I |
| MAILING ADDRESS: 1834 Walden Square, Unit 300 | |
| CITY, STATE, ZIP: Schaumburg, IL 60173 | TELEPHONE: (630) 834-0722 |
| EMAIL: troymertz@gmail.com | FAX: |

FINANCIALLY RESPONSIBLE PARTY:

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

| | |
|--|-----------------------------|
| Troy Mertz | President |
| _____ PRINT NAME | _____ TITLE |
|  _____ SIGNATURE* | 01/25/2023 _____ DATE |

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

| | | | |
|--|----------|--|---------|
| ENGINEERING DEPOSITS: | | LEGAL DEPOSITS: | |
| Up to one (1) acre | \$5,000 | Less than two (2) acres | \$1,000 |
| Over one (1) acre, but less than ten (10) acres | \$10,000 | Over two (2) acres, but less than ten (10) acres | \$2,500 |
| Over ten (10) acres, but less than forty (40) acres | \$15,000 | Over ten (10) acres | \$5,000 |
| Over forty (40) acres, but less than one hundred (100) | \$20,000 | | |
| In excess of one hundred (100.00) acres | \$25,000 | | |



▶ 2363 Sequoia Drive | Suite 101
Aurora, IL 60506
Main 630.553.7560 + **Fax** 713.965.0044
▶ HRGREEN.COM

The Final Plat of Bristol Bay P.U.D. Unit 10 was approved by the United City of Yorkville as part of the Bristol Bay P.U.D. approval process and subsequently recorded with the Kendall County Recorder of Deeds on January 6th, 2023 as document 202300000253. During the process of preparing Building Permit Plats, it has come to the attention of the Design Engineer and Subdividing Surveyor that the location of the lot lines for several lots were platted incorrectly. The proposed townhome building located upon Lots 189 through 194, inclusive was shifted 12 feet to the northwest to resolve the conflict, due to a conflict of a building with a storm line. This change was made within the approved engineering plans, but was not reflected upon the Final Subdivision Plat. As such, the Final Plat requires an amendment to correct the erroneous lot lines. The changes contained within the amended plat are as follows:

- Lots 189 through 194, inclusive, and the common line between Lot 21 and Lot 22 were shifted northwest 12 feet.
- Common lot line between Lots 22 and 23 was shifted northwest 6 feet.
- Common Corner between Lot 22, 23 and 25 was shifted north to accommodate the shifted common lot line between Lots 22 and 23.
- Common Lot lines between Lot 22 and 25 & Lots 23 and 25 were adjusted to accommodate no location of common corner.
- Updates to the land areas of Lots 21, 22, 23, and 25

It should be noted that there were no changes to the previously approved number of total lots, areas of building lots, total area of open space or setback distances.



▶ 2363 Sequoia Drive | Suite 101
Aurora, IL 60506
Main 630.553.7560 + Fax 713.965.0044
▶ HRGREEN.COM

BRISTOL BAY UNIT 10 – LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 4 AND PART OF THE NORTH HALF OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 2018 AS DOCUMENT 201800003507, SAID POINT OF BEGINNING ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ROSENWINKLE STREET, PER BRISTOL BAY UNIT 1, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 21, 2005 AS DOCUMENT 200500039532; THENCE SOUTH 21 DEGREES 48 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 428.69 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 381.81 FEET, BEING A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 600.00 FEET, A CHORD THAT BEARS SOUTH 03 DEGREES 35 MINUTES 08 SECONDS EAST AND A CHORD OF 375.40 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 41 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND TANGENT TO LAST DESCRIBED CURVE, 23.35 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN QUIT CLAIM DEED, RECORDED AS DOCUMENT 201000008480; THENCE ALONG THE FOLLOWING SEVEN (7) COURSES BEING ALONG THE NORTHERLY, AND WESTERLY LINES OF SAID LANDS; (1) NORTH 75 DEGREES 21 MINUTES 19 SECONDS WEST, PERPENDICULAR TO THE SAID RIGHT-OF-WAY LINE, 10.00 FEET; (2) SOUTH 28 DEGREES 31 MINUTES 19 SECONDS WEST, 83.00 FEET; (3) SOUTH 55 DEGREES 40 MINUTES 19 SECONDS WEST, 25.88 FEET; (4) NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GALENA ROAD, PER DOCUMENT 145193 IN BOOK 163, PAGE 160, 198.37 FEET; (5) NORTH 18 DEGREES 55 MINUTES 03 SECONDS WEST, 18.03 FEET; (6) NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE, 30.00 FEET; (7) SOUTH 14 DEGREES 46 MINUTES 21 SECONDS WEST, PERPENDICULAR TO SAID NORTHERLY RIGHT-OF-WAY LINE, 80.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 302.71 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, BEING A WESTERLY LINE OF THE LANDS DESCRIBED IN QUIT CLAIM DEED RECORDED APRIL 21, 2021 AS DOCUMENT 202100010276; THENCE NORTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, 330.99 FEET TO A CORNER OF SAID LANDS; THENCE SOUTH 89 DEGREES 58 MINUTES 19 SECONDS WEST, ALONG A SOUTHERLY LINE OF SAID LANDS, 295.50 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 51 SECONDS EAST, 106.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 09 SECONDS WEST, PERPENDICULAR TO LAST DESCRIBED LINE, 12.74 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 51 SECONDS EAST, PERPENDICULAR TO LAST DESCRIBED LINE, 26.00 FEET; THENCE NORTHEASTERLY, 46.90 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CHORD THAT BEARS NORTH 45 DEGREES 23 MINUTES 45 SECONDS EAST AND A CHORD OF 42.27 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 39 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, 20.43 FEET; THENCE NORTHERLY, 42.63 FEET, ALONG A TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 188.00 FEET, A CHORD THAT BEARS NORTH 07 DEGREES 06 MINUTES 25 SECONDS EAST AND A CHORD OF 42.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 7.69 FEET ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CHORD THAT BEARS NORTH 30 DEGREES 25 MINUTES 55 SECONDS WEST AND A CHORD OF 6.95 FEET; THENCE NORTH 74 DEGREES 28 MINUTES 01 SECONDS WEST, TANGENT TO LAST DESCRIBED CURVE, 15.10 FEET; THENCE NORTHERLY, 51.13 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 208.00 FEET, A CHORD THAT BEARS NORTH 22 DEGREES 09 MINUTES 42 SECONDS EAST AND A CHORD OF 51.00 FEET; THENCE SOUTH 61 DEGREES 12 MINUTES 35



▶ Addressee Name
Page 2 of 2
Date

SECONDS EAST, 14.42 FEET; THENCE EASTERLY, 8.93 FEET ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CHORD THAT BEARS NORTH 67 DEGREES 37 MINUTES 23 SECONDS EAST AND A CHORD OF 7.79 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 34.55 FEET ALONG A TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS NORTH 16 DEGREES 32 MINUTES 11 SECONDS WEST AND A CHORD OF 32.67 FEET; THENCE NORTH 40 DEGREES 28 MINUTES 16 SECONDS EAST, 26.00 FEET; THENCE SOUTHEASTERLY, 16.69 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CHORD THAT BEARS SOUTH 65 DEGREES 28 MINUTES 02 SECONDS EAST AND A CHORD OF 16.48 FEET; THENCE NORTH 01 DEGREES 12 MINUTES 01 SECONDS EAST, 166.22 FEET TO THE SOUTHERLY LINE OF SAID RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11; THENCE SOUTH 88 DEGREES 47 MINUTES 59 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 659.06 FEET TO SAID POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

NOTE: THE LANDS DESCRIBED ABOVE ARE A PORTION OF THE LANDS DESCRIBED AS PARCEL 1-I IN QUIT CLAIM DEED RECORDED APRIL 21, 2021 AS DOCUMENT 202100010276.

PREPARED BY:

BERNARD J. BAUER, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR #3799



▶ 2363 Sequoia Drive | Suite 101
Aurora, IL 60506
Main 630.553.7560 + **Fax** 713.965.0044
▶ HRGREEN.COM

The Final Plat of Bristol Bay P.U.D. Unit 10 was approved by the United City of Yorkville as part of the Bristol Bay P.U.D. approval process and subsequently recorded with the Kendall County Recorder of Deeds on January 6th, 2023 as document 202300000253. During the process of preparing Building Permit Plats, it has come to the attention of the Design Engineer and Subdividing Surveyor that the location of the lot lines for several lots were platted incorrectly. The proposed townhome building located upon Lots 189 through 194, inclusive was shifted 12 feet to the northwest to resolve the conflict, due to a conflict of a building with a storm line. This change was made within the approved engineering plans, but was not reflected upon the Final Subdivision Plat. As such, the Final Plat requires an amendment to correct the erroneous lot lines. The changes contained within the amended plat are as follows:

- Lots 189 through 194, inclusive, and the common line between Lot 21 and Lot 22 were shifted northwest 12 feet.
- Common lot line between Lots 22 and 23 was shifted northwest 6 feet.
- Common Corner between Lot 22, 23 and 25 was shifted north to accommodate the shifted common lot line between Lots 22 and 23.
- Common Lot lines between Lot 22 and 25 & Lots 23 and 25 were adjusted to accommodate no location of common corner.
- Updates to the land areas of Lots 21, 22, 23, and 25

It should be noted that there were no changes to the previously approved number of total lots, areas of building lots, total area of open space or setback distances.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2023-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE FINAL PLAT OF SUBDIVISION FOR *BRISTOL BAY P.U.D. UNIT 10 AMENDMENT*

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, Troy Mertz, on behalf of Bristol Bay Yorkville, LLC, (the “Developer”) has filed an application and petition for approval of the Final Plat of Subdivision for Unit 10 Amended of the Bristol Bay Planned Unit Development (the “*Bristol Bay P.U.D.*”), generally located north of Galena Road and west of Rosenwinkel Street in the far northeast quadrant of the City of Yorkville, for a total of 119 new multi-family townhome residential lots on approximately 12-acres; and,

WHEREAS, the Planning and Zoning Commission convened and held a public meeting on April 12, 2023, to consider the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 Amended; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the Final Plat of Subdivision for Bristol Bay P.U.D. Units 10 Amended.

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

Section 1. The above recitals are incorporated herein and made a part of this Ordinance.

Section 2. That the Corporate Authorities hereby approve the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 Amended as prepared by HR Green, LTD, Aurora, Illinois, dated last revised January 24, 2023 attached hereto and made a part hereof as *Exhibit A*, and authorize the Mayor, City Clerk, City Administrator and City Engineer to execute said Plat.

Section 3. That the City Clerk is hereby authorized pursuant to Section 11-2-3.H of the Yorkville Subdivision Control Ordinance to record this ordinance and the Final Plat of Subdivision for Bristol Bay P.U.D. Unit 10 Amended with the Kendall County Recorder of Deeds.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

EXHIBIT A
Final Plat

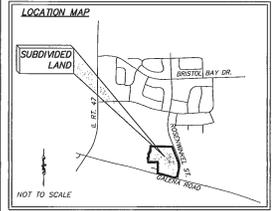
FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7580
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7580

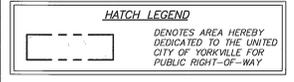
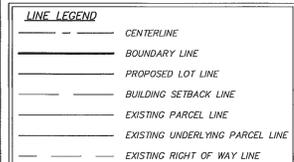
PROPERTY OWNER:
100 W. BENTLEY ROAD #20
ELMSTRET, IL 60126
TELEPHONE: 630-634-0722

PIN: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019
02-09-200-019



20230000253
DERBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 1-6-2023 9:14:30 PM
PLAT: 16.00 SHEETS FEE: 10.00

SLOT 2161

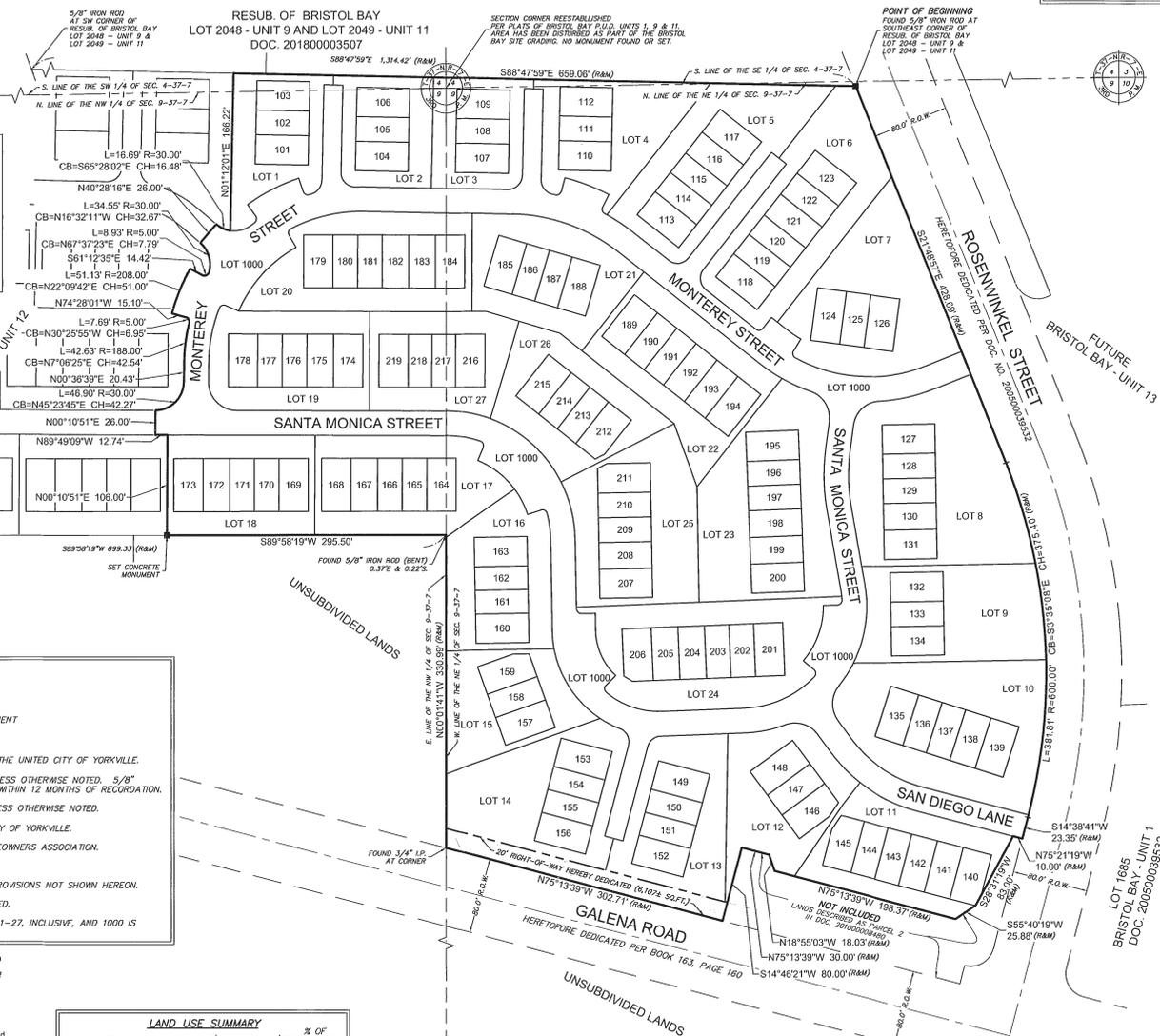


- NOTES:**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
R.O.W. = RIGHT-OF-WAY
P.U.D. = PUBLIC UTILITY & DRAINAGE EASEMENT
(R&M) = RECORD AND MEASURED
(XXX.XX) = RECORD DIMENSION
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF RECORDED.
 - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 - PROPERTY ZONING IS R-3 (P.U.D.) IN THE UNITED CITY OF YORKVILLE.
 - OPEN SPACE TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.
 - BEARINGS ARE BASED ON LOCAL COORDINATE SYSTEM.
 - SEE COVENANTS AND RESTRICTIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.
 - ACCESS EASEMENT OVER LOT 1000 IS HEREBY GRANTED.
 - PUBLIC UTILITY AND DRAINAGE EASEMENT OVER LOTS 1-27, INCLUSIVE, AND 1000 IS HEREBY GRANTED.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
MODA TECH & INFRASTRUCTURE
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

| LAND USE | ACREAGE | % OF TOTAL ACRES |
|-----------------------------|--------------------|------------------|
| MULTIFAMILY ATTACHED | 11.8922 AC. | 84.5% |
| PRIVATE ROADWAYS (LOT 1000) | 2.039 AC. | 14.5% |
| RIGHT-OF-WAY | 0.1402 AC. | 1.0% |
| TOTAL GROSS ACRES | 14.0714 AC. | 100% |

7/27/2022 5:50:17 PM
A:\2022\220051\Survey\Dwg\220051-Unit10_PP.dwg



| LOT # | SQ. FT. | ACRES | LOT # | SQ. FT. | ACRES | LOT # | SQ. FT. | ACRES |
|-------|---------|--------|-------|---------|--------|-------|---------|--------|
| 1 | 7,816A | 0.1792 | 125 | 1,461A | 0.034A | 174 | 1,736A | 0.040A |
| 2 | 6,361A | 0.146A | 126 | 1,736A | 0.040A | 175 | 1,577A | 0.036A |
| 3 | 6,355A | 0.146A | 127 | 1,736A | 0.040A | 176 | 1,461A | 0.034A |
| 4 | 10,789A | 0.248A | 128 | 1,461A | 0.034A | 177 | 1,461A | 0.034A |
| 5 | 13,219A | 0.303A | 129 | 1,461A | 0.034A | 178 | 1,736A | 0.040A |
| 6 | 14,002A | 0.325A | 130 | 1,577A | 0.036A | 179 | 1,736A | 0.040A |
| 7 | 17,732A | 0.407A | 131 | 1,736A | 0.040A | 180 | 1,461A | 0.034A |
| 8 | 22,192A | 0.509A | 132 | 1,736A | 0.040A | 181 | 1,461A | 0.034A |
| 9 | 14,407A | 0.331A | 133 | 1,461A | 0.034A | 182 | 1,577A | 0.036A |
| 10 | 20,175A | 0.463A | 134 | 1,736A | 0.040A | 183 | 1,577A | 0.036A |
| 11 | 10,334A | 0.237A | 135 | 1,736A | 0.040A | 184 | 1,736A | 0.040A |
| 12 | 14,041A | 0.322A | 136 | 1,461A | 0.034A | 185 | 1,736A | 0.040A |
| 13 | 9,453A | 0.217A | 137 | 1,461A | 0.034A | 186 | 1,405A | 0.032A |
| 14 | 10,031A | 0.230A | 138 | 1,577A | 0.036A | 187 | 1,405A | 0.032A |
| 15 | 11,070A | 0.254A | 139 | 1,736A | 0.040A | 188 | 1,736A | 0.040A |
| 16 | 8,973A | 0.197A | 140 | 1,718A | 0.039A | 189 | 1,736A | 0.040A |
| 17 | 9,695A | 0.221A | 141 | 1,577A | 0.036A | 190 | 1,461A | 0.034A |
| 18 | 12,289A | 0.282A | 142 | 1,577A | 0.036A | 191 | 1,461A | 0.034A |
| 19 | 11,209A | 0.259A | 143 | 1,461A | 0.034A | 192 | 1,577A | 0.036A |
| 20 | 21,160A | 0.486A | 144 | 1,461A | 0.034A | 193 | 1,577A | 0.036A |
| 21 | 17,417A | 0.400A | 145 | 1,689A | 0.039A | 194 | 1,736A | 0.040A |
| 22 | 15,523A | 0.356A | 146 | 1,689A | 0.039A | 195 | 1,736A | 0.040A |
| 23 | 13,566A | 0.311A | 147 | 1,461A | 0.034A | 196 | 1,461A | 0.034A |
| 24 | 10,819A | 0.248A | 148 | 1,736A | 0.040A | 197 | 1,461A | 0.034A |
| 25 | 8,984A | 0.206A | 149 | 1,736A | 0.040A | 198 | 1,577A | 0.036A |
| 26 | 11,736A | 0.040A | 150 | 1,405A | 0.032A | 199 | 1,577A | 0.036A |
| 27 | 1,461A | 0.034A | 151 | 1,405A | 0.032A | 200 | 1,736A | 0.040A |
| 28 | 1,736A | 0.040A | 152 | 1,736A | 0.040A | 201 | 1,736A | 0.040A |
| 29 | 1,736A | 0.040A | 153 | 1,736A | 0.040A | 202 | 1,461A | 0.034A |
| 30 | 1,461A | 0.034A | 154 | 1,405A | 0.032A | 203 | 1,461A | 0.034A |
| 31 | 1,736A | 0.040A | 155 | 1,405A | 0.032A | 204 | 1,577A | 0.036A |
| 32 | 1,736A | 0.040A | 156 | 1,736A | 0.040A | 205 | 1,577A | 0.036A |
| 33 | 1,736A | 0.040A | 157 | 1,736A | 0.040A | 206 | 1,709A | 0.039A |
| 34 | 1,736A | 0.040A | 158 | 1,461A | 0.034A | 207 | 1,736A | 0.040A |
| 35 | 1,736A | 0.040A | 159 | 1,682A | 0.039A | 208 | 1,577A | 0.036A |
| 36 | 1,461A | 0.034A | 160 | 1,736A | 0.040A | 209 | 1,461A | 0.034A |
| 37 | 1,736A | 0.040A | 161 | 1,405A | 0.032A | 210 | 1,461A | 0.034A |
| 38 | 1,736A | 0.040A | 162 | 1,405A | 0.032A | 211 | 1,712A | 0.039A |
| 39 | 1,461A | 0.034A | 163 | 1,736A | 0.040A | 212 | 1,711A | 0.039A |
| 40 | 1,461A | 0.034A | 164 | 1,736A | 0.040A | 213 | 1,405A | 0.032A |
| 41 | 1,577A | 0.036A | 165 | 1,461A | 0.034A | 214 | 1,405A | 0.032A |
| 42 | 1,736A | 0.040A | 166 | 1,461A | 0.034A | 215 | 1,736A | 0.040A |
| 43 | 1,736A | 0.040A | 167 | 1,577A | 0.036A | 216 | 1,736A | 0.040A |
| 44 | 1,461A | 0.034A | 168 | 1,736A | 0.040A | 217 | 1,405A | 0.032A |
| 45 | 1,461A | 0.034A | 169 | 1,736A | 0.040A | 218 | 1,405A | 0.032A |
| 46 | 1,577A | 0.036A | 170 | 1,461A | 0.034A | 219 | 1,736A | 0.040A |
| 47 | 1,577A | 0.036A | 171 | 1,461A | 0.034A | 220 | 88,809A | 2.039A |
| 48 | 1,736A | 0.040A | 172 | 1,577A | 0.036A | | | |
| 49 | 1,736A | 0.040A | 173 | 1,736A | 0.040A | | | |

PREPARED BY: SEPTEMBER 9TH, 2022
PREPARED BY: [Signature]



A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED HEREON, IS HEREBY GRANTED OVER ALL AREAS OF LOTS 101-219, INCLUSIVE (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED).

FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D. UNIT 10
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON OFFICIAL DRAWING.
ADJUST SCALE ACCORDINGLY IF NOT ONE INCH.

DRAWN BY: BUR
APPROVED: MD
JOB DATE: 04/01/2022
JOB NO.: 220051

SHEET 1 OF 8
12/14/22 53



20230000253
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED 16/2023 01:30 PM
PLAT #00 RISS'S FEE: 10.00

PAGES: 6

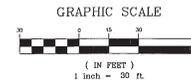
SLOT 2162

FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

RESUB. OF BRISTOL BAY
LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11
DOC. 20180003507

PINS: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019
02-09-200-019
02-09-200-019



LINE TABLE

| LINE # | LENGTH | BEARING |
|--------|--------|-------------|
| L1 | 10.00' | N17°20'11"E |
| L2 | 10.00' | N88°47'59"W |
| L3 | 15.10' | S19°06'11"E |
| L4 | 15.10' | N33°04'59"W |
| L5 | 10.00' | N88°47'59"W |
| L6 | 10.00' | S17°01'21"E |
| L7 | 10.00' | S88°47'59"E |
| L8 | 10.00' | S88°47'59"E |
| L9 | 15.00' | S28°37'04"W |
| L10 | 15.00' | N19°03'04"E |
| L11 | 10.00' | S81°46'26"E |
| L12 | 19.50' | S91°46'26"E |
| L13 | 15.00' | N81°14'54"E |
| L14 | 10.00' | S11°46'26"E |
| L15 | 14.87' | S31°28'45"W |
| L16 | 17.91' | N34°28'56"E |
| L17 | 17.91' | N34°28'56"E |
| L18 | 10.00' | N75°14'39"W |
| L19 | 10.00' | N75°14'39"W |
| L20 | 17.00' | N85°54'47"E |
| L21 | 14.98' | S72°04'48"W |
| L22 | 14.91' | N23°02'38"E |
| L23 | 14.92' | S66°30'02"E |
| L24 | 14.87' | N29°52'01"W |
| L25 | 14.81' | S89°40'58"W |
| L26 | 14.81' | S30°08'39"E |
| L27 | 14.76' | N44°18'24"E |
| L28 | 15.00' | S88°55'47"W |
| L29 | 10.70' | N58°51'04"W |
| L30 | 11.14' | N62°31'21"E |
| L31 | 11.58' | S82°31'21"W |

CURVE TABLE

| CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD |
|---------|--------|---------|---------------|--------|
| C1 | 41.17' | 30.00' | S88°50'27"E | 38.01' |
| C2 | 18.96' | 15.00' | N37°26'34"E | 17.74' |
| C3 | 2.82' | 188.00' | N73°15'22"E | 2.82' |
| C4 | 7.69' | 5.00' | S63°08'17"E | 6.95' |
| C5 | 7.69' | 5.00' | N87°51'07"E | 6.95' |
| C6 | 3.74' | 188.00' | N52°25'01"E | 3.74' |
| C7 | 24.38' | 15.00' | S45°21'58"E | 21.79' |
| C8 | 23.56' | 15.00' | N46°12'01"E | 21.21' |
| C9 | 2.87' | 213.00' | S61°17'13"E | 2.87' |
| C10 | 7.70' | 5.00' | S17°31'40"E | 6.96' |
| C11 | 7.70' | 5.00' | N59°11'48"E | 6.96' |
| C12 | 3.63' | 213.00' | S77°08'53"E | 3.63' |
| C13 | 30.64' | 15.00' | S39°13'09"E | 19.85' |
| C14 | 23.56' | 15.00' | N83°13'24"E | 21.21' |
| C15 | 36.40' | 213.00' | S54°12'25"E | 36.76' |
| C16 | 7.65' | 5.00' | N83°13'24"E | 7.07' |
| C17 | 21.56' | 15.00' | S64°26'27"E | 21.21' |
| C18 | 8.06' | 5.00' | S19°04'26"E | 7.22' |
| C19 | 41.17' | 30.00' | N47°36'02"E | 38.01' |
| C20 | 38.48' | 30.00' | N17°50'57"E | 36.69' |
| C21 | 38.75' | 30.00' | N72°06'50"W | 36.11' |
| C22 | 19.10' | 15.00' | S51°42'29"W | 17.63' |
| C23 | 21.84' | 15.00' | N25°55'49"W | 19.90' |
| C24 | 8.09' | 5.00' | N61°34'31"W | 7.23' |
| C25 | 8.16' | 5.00' | N23°41'31"W | 7.28' |
| C26 | 47.35' | 30.00' | N44°38'15"W | 42.59' |
| C27 | 8.01' | 5.00' | N67°35'13"E | 7.16' |
| C28 | 8.06' | 5.00' | N16°19'10"E | 7.22' |
| C29 | 41.17' | 30.00' | S31°31'17"E | 38.01' |
| C30 | 11.22' | 107.00' | S68°31'21"E | 11.22' |
| C31 | 8.17' | 5.00' | S42°51'21"W | 7.29' |
| C32 | 8.17' | 5.00' | S31°39'03"E | 7.29' |
| C33 | 8.25' | 5.00' | N25°59'00"W | 7.35' |
| C34 | 7.85' | 5.00' | N46°04'13"W | 7.07' |

SEE SHEET 3 FOR CONTINUATION

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

MODA TECH & INFRASTRUCTURE

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

7/27/2022 5:50:17 PM

J:\2022\220051\Survey\Dwg\220051-Unit10_FF.dwg

NAME: 220051_FF.dwg

NO. 1

DATE 07/17/22

BY BRJ

REVISED DATE 07/27/2022

2 07/27/22 BRJ REV. TO REMOVE SE. 1/4 PARCEL

3 07/27/22 BRJ REVISE LEGAL DESCRIPTION

Illinois Professional Design Firm # 184-001822
2983 Sequoia Drive, Suite 101
Aurora, Illinois 60509
T 630.553.7569 F 630.550.7646
www.hrgreen.com



FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D. UNIT 10
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON OFFICIAL DRAWINGS
0" = 100' IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

DRAWN BY: BRJ
APPROVED: MD
JOB DATE: 04/01/2022
JOB NO: 220051

SHEET 2 OF 6
11/16/22 38

PREPARED ON SEPTEMBER 9TH, 2022
PREPARED BY:

Bernard J. Bauer

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
LICENSE EXPIRES: 11/30/2022

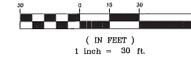


FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PINS: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019
02-09-300-012
02-09-400-012
02-09-500-012

GRAPHIC SCALE



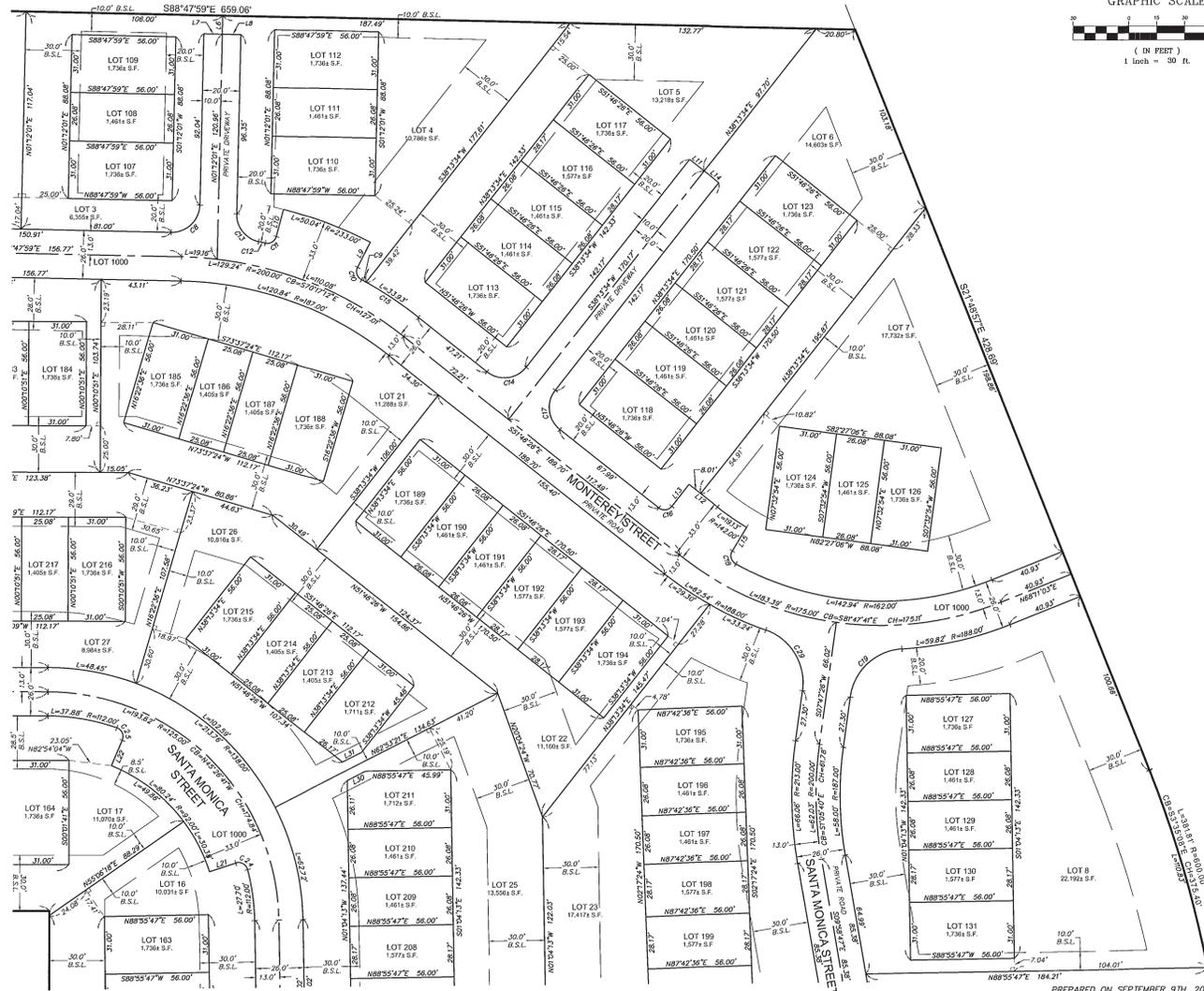
20230000253
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RECORDER - KENDALL COUNTY, IL
RECORDED 16:20:51 01-30 PM
PLAT: 9:00 RDPTS: 10:00

SLOT 2163

PAGES: 6

| LINE TABLE | | CURVE TABLE | | | | | |
|------------|--------|-------------|---------|--------|---------|---------------|--------|
| LINE # | LENGTH | BEARING | CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD |
| L1 | 10.00' | N112°01'E | C1 | 41.17' | 30.00' | S89°50'27"E | 38.61' |
| L2 | 10.00' | N88°47'59"W | C2 | 18.98' | 15.00' | N37°25'34"E | 17.74' |
| L3 | 15.10' | S17°06'11"W | C3 | 2.82' | 188.00' | N73°15'22"E | 2.82' |
| L4 | 15.10' | N35°04'59"W | C4 | 7.69' | 5.00' | S62°30'17"E | 6.55' |
| L5 | 10.00' | N88°47'59"W | C5 | 7.69' | 5.00' | N87°50'07"E | 6.55' |
| L6 | 10.00' | S17°20'01"W | C6 | 3.74' | 188.00' | N52°25'01"E | 3.74' |
| L7 | 10.00' | S88°47'59"E | C7 | 24.38' | 15.00' | S45°21'58"E | 21.79' |
| L8 | 10.00' | S88°47'59"E | C8 | 23.56' | 15.00' | N46°12'01"E | 21.21' |
| L9 | 15.09' | S28°33'04"W | C9 | 2.87' | 213.00' | S81°17'13"E | 2.87' |
| L10 | 15.09' | N19°03'04"E | C10 | 7.70' | 5.00' | S17°31'40"E | 6.56' |
| L11 | 10.00' | S51°46'26"E | C11 | 7.70' | 5.00' | N59°11'48"E | 6.56' |
| L12 | 19.50' | S51°46'26"E | C12 | 3.85' | 213.00' | S77°08'53"E | 3.85' |
| L13 | 15.00' | N89°13'34"E | C13 | 20.64' | 15.00' | S38°13'09"E | 18.65' |
| L14 | 10.00' | S51°46'26"E | C14 | 23.56' | 15.00' | N83°13'34"E | 21.21' |
| L15 | 14.87' | S31°08'45"W | C15 | 36.80' | 213.00' | S58°43'25"E | 36.76' |
| L16 | 17.91' | N34°20'56"E | C16 | 7.85' | 5.00' | N83°13'34"E | 7.07' |
| L17 | 17.91' | N34°20'56"E | C17 | 23.56' | 15.00' | S8°48'26"E | 21.21' |
| L18 | 10.00' | N75°13'39"W | C18 | 8.06' | 5.00' | S19°04'26"E | 7.22' |
| L19 | 10.00' | N75°13'39"W | C19 | 41.17' | 30.00' | N47°06'59"E | 38.61' |
| L20 | 17.00' | N88°50'47"W | C20 | 39.48' | 30.00' | N17°52'07"E | 36.69' |
| L21 | 14.88' | S72°04'48"W | C21 | 38.75' | 30.00' | N73°29'30"W | 36.11' |
| L22 | 14.81' | N23°02'38"E | C22 | 19.10' | 15.00' | S51°14'29"W | 17.83' |
| L23 | 14.89' | S81°30'59"E | C23 | 21.84' | 15.00' | N26°53'39"W | 19.96' |
| L24 | 14.89' | N29°52'01"W | C24 | 8.09' | 5.00' | N61°54'51"W | 7.33' |
| L25 | 14.91' | S89°40'58"W | C25 | 8.16' | 5.00' | N23°41'51"W | 7.38' |
| L26 | 14.81' | S20°08'39"E | C26 | 42.35' | 30.00' | N44°26'15"W | 42.59' |
| L27 | 14.76' | N44°18'24"E | C27 | 8.01' | 5.00' | N67°35'13"E | 7.18' |
| L28 | 15.00' | S88°55'47"W | C28 | 8.06' | 5.00' | N18°19'19"E | 7.22' |
| L29 | 10.78' | N58°51'04"W | C29 | 41.17' | 30.00' | S31°31'17"E | 38.61' |
| L30 | 11.14' | N62°33'21"E | C30 | 11.22' | 107.00' | S8°58'31"E | 11.22' |
| L31 | 11.58' | S82°33'21"W | C31 | 8.17' | 5.00' | S42°51'21"W | 7.29' |
| | | | C32 | 8.17' | 5.00' | S31°09'13"E | 7.29' |
| | | | C33 | 8.25' | 5.00' | N25°58'00"W | 7.35' |
| | | | C34 | 7.85' | 5.00' | N46°04'13"W | 7.07' |

SEE SHEET 2 FOR CONTINUATION



SEE SHEET 4 FOR CONTINUATION

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown herein unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be herein implied.
* This Survey and Plat of Survey are void without original enclosed or red colored seal and signature affixed.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

MODA TECH & INFRASTRUCTURE
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

7/27/2022 5:50:17 PM
C:\2022\220051\Survey\Draw\220051-Unit10_PP.dwg

PREPARED ON SEPTEMBER 9TH, 2022
PREPARED BY: BJB

APPROVED: MO
JOB DATE: 04/01/2022
JOB NO: 220051



FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D., UNIT 10
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON OFFICIAL DRAWING
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MO
JOB DATE: 04/01/2022
JOB NO: 220051

SHEET
3 OF 6

| NO. | DATE | BY | REVISION DESCRIPTION |
|-----|----------|-----|--------------------------------|
| 1 | 07/25/22 | BJB | REV. TO REMOVE SEE NEXT PARCEL |
| 2 | 07/27/22 | BJB | |
| 3 | 07/27/22 | BJB | |

Illinois Professional Design Firm #184-001322
2383 Sequoia Drive, Suite 101
Aurora, Illinois 60506
1.630.553.7800 / 630.553.7646
www.ingreen.com

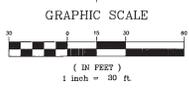


SLOT 2164

FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

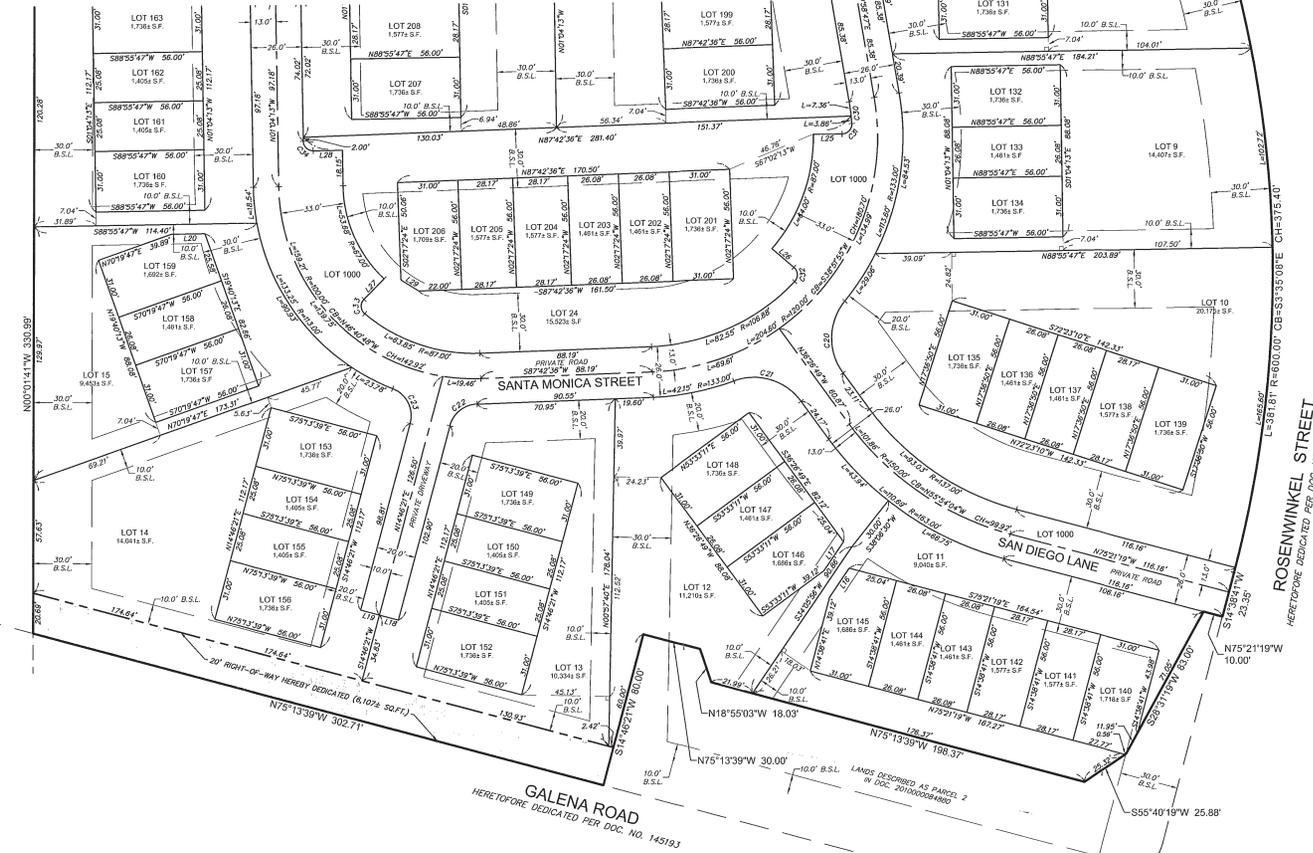
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20230000253
DEBBIE GILLETTE
RECORDERS - KENDALL COUNTY, IL
RECORDED 14-2023 09:40 PM
PLAT 96.00 \$005.00 PER 10.00

PAGES: 6

SEE SHEET 3 FOR CONTINUATION



FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D.
UNIT 10

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

SLOT 2116

20230000253
 DEBBIE GILLETTE
 RECORDER - KENDALL COUNTY, IL
 RECORDED: 16:28:53 01-30-2022
 PLAT: 96:00 BRISTOL P.U.D.

PINs: PT. 02-04-300-020
 02-04-400-016
 PT. 02-09-100-012
 02-09-200-019

| NO. | DATE | BY | REVISION |
|-----|----------|-----|--------------------------------------|
| 1 | 07/25/22 | EBG | FILE CHANGE |
| 2 | 07/25/22 | EBG | REC'D TO CHANGE SE, HGA, PANSZL |
| 3 | 07/27/22 | EBG | REVISE LEGAL DESCRIPTION |
| 4 | 07/27/22 | EBG | REVISE LEGAL DESCRIPTION |
| 5 | 12/20/22 | EBG | SHEET 6 TO CORRECT OWNER/NOTARY CERT |

Illinois Professional Design Firm # 184-001832
 2908 Sycamore Drive, Suite 101
 Aurora, Illinois 60009
 T. 630.553.7500 | F. 630.553.7646
 www.hrgreen.com



FINAL PLAT OF SUBDIVISION
 BRISTOL BAY P.U.D. UNIT 10
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON
 OFFICIAL DRAWINGS
 1" = 100'
 IF NOT ONE INCH,
 ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
 APPROVED: MD
 JOB DATE: 04/01/2022
 JOB NO: 220051

SHEET
6 OF 6

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT YORKVILLE MANA LLC AND AFFILIATE
 AN ILLINOIS CORPORATION, IS THE TRUE AND SOLE OWNER OF THE PROPERTY DESCRIBED FOREGOING
 SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND
 PLATED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND
 PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE
 STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR
 THROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR ANY
 ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE
 AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT
 PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN
 THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT ELMHURST IL, THIS 21 DAY OF NOVEMBER, 2022.

YORKVILLE MANA LLC
 CORPORATION NAME
240 W BUTTERFIELD ROAD
ELMHURST IL 60120
 COMPLETE ADDRESS

BY: DEBBIE GILLETTE SECRETARY
TEJ MURTY PRINTED NAME

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) S.S.

I, Victoria Edwards, NOTARY PUBLIC IN AND FOR
 THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT TEJ MURTY
 AND DEBBIE GILLETTE PERSONALLY KNOW TO ME TO BE THE PRESIDENT AND
 SECRETARY OF YORKVILLE MANA LLC, AS SHOWN ABOVE, APPEARED BEFORE
 ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID
 INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND
 VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES
 AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21 DAY OF NOVEMBER, 2022.

Victoria Edwards
 NOTARY PUBLIC



NOTE:
 THIS SHEET WAS ADDED PRIOR TO RECORDATION OF THE PLAT OF
 CORRECT THE OWNER'S CERTIFICATE APPEARING ON PAGE 5 OF THIS PLAT,
 WHICH HAD BEEN EXECUTED UNDER THE INCORRECT OWNERSHIP ENTITY.

PREPARED BY: DECEMBER 20TH, 2022
 PREPARED BY: [Signature]



BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3739
 LICENSE EXPIRES: 11/30/2024

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
 * No distance should be assumed by scaling.
 * No underground improvements have been located unless shown and noted.
 * No representation as to ownership, use, or possession should be hereon implied.
 * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
MODA TECH & INFRASTRUCTURE
 Compare your description and site markings with this plot and AT ONCE report any discrepancies which you may find.
 12/20/2022 1:18:19 PM
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NAME: 220051_FP.dwg

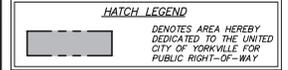
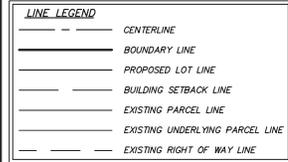
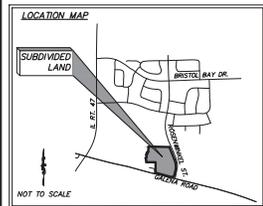
FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10, AMENDED

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

HR GREEN CONTACTS:
DAVID W. SCHULTZ P.E., PROJECT MANAGER
630-753-7900
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
630-753-7560

PROPERTY OWNER:
YORKVILLE MODA I, LLC
140 W. BUTTERFIELD ROAD #20
ELMWOOD, IL 60120
TELEPHONE: 630-834-0722

PINS: PT. 02-04-000-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019

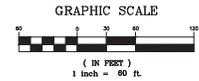
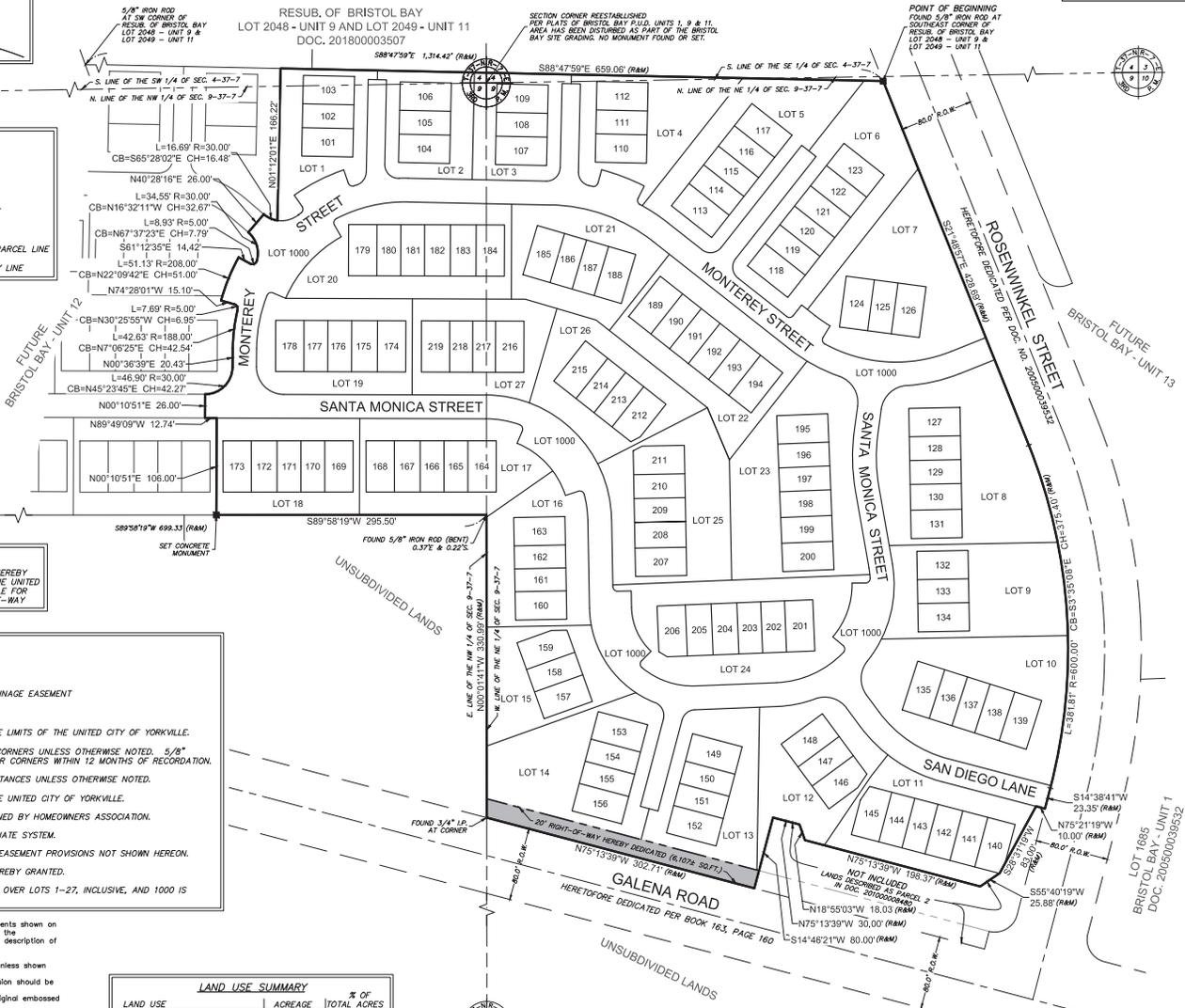


- NOTES:**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
R.O.W. = RIGHT-OF-WAY
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
(R&M) = RECORD AND MEASURED
(XXX.XX) = RECORD DIMENSION
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF RECORDATION.
 - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 - PROPERTY ZONING IS R-3 (P.U.D.) IN THE UNITED CITY OF YORKVILLE.
 - OPEN SPACE TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.
 - BEARINGS ARE BASED ON LOCAL COORDINATE SYSTEM.
 - SEE COVENANTS AND RESTRICTIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.
 - ACCESS EASEMENT OVER LOT 1000 IS HEREBY GRANTED.
 - PUBLIC UTILITY AND DRAINAGE EASEMENT OVER LOTS 1-27, INCLUSIVE, AND 1000 IS HEREBY GRANTED.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be herein implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
MODA TECH & INFRASTRUCTURE
Compare your description and site markings with this plat and at ONCE report any discrepancies which you may find.

| LAND USE | ACREAGE | % OF TOTAL ACRES |
|-----------------------------|--------------------|------------------|
| MULTIFAMILY ATTACHED | 11.892± AC. | 84.5% |
| PRIVATE ROADWAYS (LOT 1000) | 2.039± AC. | 14.5% |
| RIGHT-OF-WAY | 0.140± AC. | 1.0% |
| TOTAL GROSS ACRES | 14.071± AC. | 100% |

1/25/2023 12:40:15 PM
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| LOT # | SO. FT. | ACRES | LOT # | SO. FT. | ACRES | LOT # | SO. FT. | ACRES |
|-------|---------|--------|-------|---------|--------|-------|---------|--------|
| 1 | 7.816± | 0.179± | 123 | 1.736± | 0.040± | 172 | 1.577± | 0.036± |
| 2 | 6.361± | 0.146± | 124 | 1.736± | 0.040± | 173 | 1.736± | 0.040± |
| 3 | 6.355± | 0.146± | 125 | 1.461± | 0.034± | 174 | 1.736± | 0.040± |
| 4 | 10.799± | 0.248± | 126 | 1.736± | 0.040± | 175 | 1.577± | 0.036± |
| 5 | 13.219± | 0.303± | 127 | 1.736± | 0.040± | 176 | 1.461± | 0.034± |
| 6 | 14.603± | 0.332± | 128 | 1.461± | 0.034± | 177 | 1.461± | 0.034± |
| 8 | 22.192± | 0.509± | 130 | 1.577± | 0.036± | 179 | 1.736± | 0.040± |
| 9 | 14.407± | 0.331± | 131 | 1.736± | 0.040± | 180 | 1.461± | 0.034± |
| 10 | 20.175± | 0.463± | 132 | 1.736± | 0.040± | 181 | 1.461± | 0.034± |
| 11 | 9.040± | 0.208± | 133 | 1.461± | 0.034± | 182 | 1.577± | 0.036± |
| 12 | 11.210± | 0.257± | 134 | 1.736± | 0.040± | 183 | 1.577± | 0.036± |
| 13 | 10.334± | 0.237± | 135 | 1.736± | 0.040± | 184 | 1.736± | 0.040± |
| 14 | 14.041± | 0.322± | 136 | 1.461± | 0.034± | 185 | 1.736± | 0.040± |
| 15 | 9.453± | 0.217± | 137 | 1.461± | 0.034± | 186 | 1.405± | 0.032± |
| 16 | 10.031± | 0.230± | 138 | 1.577± | 0.036± | 187 | 1.405± | 0.032± |
| 17 | 11.070± | 0.254± | 139 | 1.736± | 0.040± | 188 | 1.736± | 0.040± |
| 18 | 8.573± | 0.197± | 140 | 1.718± | 0.039± | 189 | 1.736± | 0.040± |
| 19 | 9.606± | 0.221± | 141 | 1.577± | 0.036± | 190 | 1.461± | 0.034± |
| 20 | 12.289± | 0.282± | 142 | 1.577± | 0.036± | 191 | 1.461± | 0.034± |
| 21 | 10.094± | 0.230± | 143 | 1.461± | 0.034± | 192 | 1.577± | 0.036± |
| 22 | 11.474± | 0.263± | 144 | 1.461± | 0.034± | 193 | 1.577± | 0.036± |
| 23 | 18.265± | 0.419± | 145 | 1.688± | 0.039± | 194 | 1.736± | 0.040± |
| 24 | 15.523± | 0.356± | 146 | 1.688± | 0.039± | 195 | 1.736± | 0.040± |
| 25 | 13.655± | 0.314± | 147 | 1.461± | 0.034± | 196 | 1.461± | 0.034± |
| 26 | 10.818± | 0.248± | 148 | 1.736± | 0.040± | 197 | 1.461± | 0.034± |
| 27 | 8.984± | 0.206± | 149 | 1.736± | 0.040± | 198 | 1.577± | 0.036± |
| 101 | 1.736± | 0.040± | 150 | 1.405± | 0.032± | 199 | 1.577± | 0.036± |
| 102 | 1.461± | 0.034± | 151 | 1.405± | 0.032± | 200 | 1.736± | 0.040± |
| 103 | 1.736± | 0.040± | 152 | 1.736± | 0.040± | 201 | 1.736± | 0.040± |
| 104 | 1.736± | 0.040± | 153 | 1.736± | 0.040± | 202 | 1.461± | 0.034± |
| 105 | 1.461± | 0.034± | 154 | 1.405± | 0.032± | 203 | 1.461± | 0.034± |
| 106 | 1.736± | 0.040± | 155 | 1.405± | 0.032± | 204 | 1.577± | 0.036± |
| 107 | 1.736± | 0.040± | 156 | 1.736± | 0.040± | 205 | 1.577± | 0.036± |
| 108 | 1.461± | 0.034± | 157 | 1.736± | 0.040± | 206 | 1.709± | 0.039± |
| 109 | 1.736± | 0.040± | 158 | 1.461± | 0.034± | 207 | 1.736± | 0.040± |
| 110 | 1.736± | 0.040± | 159 | 1.692± | 0.039± | 208 | 1.577± | 0.036± |
| 111 | 1.461± | 0.034± | 160 | 1.736± | 0.040± | 209 | 1.461± | 0.034± |
| 112 | 1.736± | 0.040± | 161 | 1.405± | 0.032± | 210 | 1.461± | 0.034± |
| 113 | 1.736± | 0.040± | 162 | 1.405± | 0.032± | 211 | 1.712± | 0.039± |
| 114 | 1.461± | 0.034± | 163 | 1.736± | 0.040± | 212 | 1.711± | 0.039± |
| 115 | 1.461± | 0.034± | 164 | 1.736± | 0.040± | 213 | 1.405± | 0.032± |
| 116 | 1.577± | 0.036± | 165 | 1.461± | 0.034± | 214 | 1.405± | 0.032± |
| 117 | 1.736± | 0.040± | 166 | 1.461± | 0.034± | 215 | 1.736± | 0.040± |
| 118 | 1.736± | 0.040± | 167 | 1.577± | 0.036± | 216 | 1.736± | 0.040± |
| 119 | 1.461± | 0.034± | 168 | 1.736± | 0.040± | 217 | 1.405± | 0.032± |
| 120 | 1.461± | 0.034± | 169 | 1.736± | 0.040± | 218 | 1.405± | 0.032± |
| 121 | 1.577± | 0.036± | 170 | 1.461± | 0.034± | 219 | 1.736± | 0.040± |
| 122 | 1.577± | 0.036± | 171 | 1.461± | 0.034± | 1000 | 88.809± | 2.039± |

| NO. | DATE | BY | REASON | DESCRIPTION |
|-----|----------|-----|--------------------------------|-----------------|
| 1 | 07/19/22 | BJB | PER EED COMMENTS | DATED 5/23/2022 |
| 2 | 07/25/22 | BJB | REV. TO REMOVE SE. COR. PARCEL | |
| 3 | 07/25/22 | BJB | REV. TO REMOVE SE. COR. PARCEL | |
| 4 | 07/24/23 | BJB | AMENDED PLAT | |

Illinois Professional Design Firm # 164-001022
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
t. 630.557.7900 f. 630.553.7646
www.hrgreen.com



FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10, AMENDED UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 04/01/2022
JOB NO.: 220051

SHEET
1 OF 5

PREPARED ON JANUARY 24TH, 2022
PREPARED BY:

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbaue@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
LICENSE EXPIRES: 11/30/2022

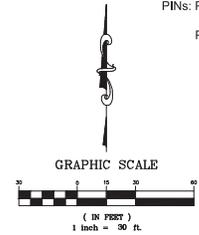
A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED HEREON, IS HEREBY GRANTED OVER ALL AREAS OF LOTS 101-219, INCLUSIVE (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED).

FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10, AMENDED

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

RESUB. OF BRISTOL BAY
LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11
DOC. 20180003507

PINS: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019



| LINE TABLE | | CURVE TABLE | | | | |
|------------|--------|-------------|--------|---------|---------------|--------|
| LINE # | LENGTH | CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD |
| L1 | 10.00' | C1 | 41.17' | 30.00' | S88°52'27" | 38.01' |
| L2 | 10.00' | C2 | 18.98' | 15.00' | N37°26'34" | 17.74' |
| L3 | 15.10' | C3 | 2.82' | 188.00' | N73°15'22" | 2.82' |
| L4 | 15.10' | C4 | 7.69' | 5.00' | S63°08'17" | 6.95' |
| L5 | 10.00' | C5 | 7.69' | 5.00' | N65°10'17" | 6.95' |
| L6 | 10.00' | C6 | 4.74' | 188.00' | N52°25'10" | 3.74' |
| L7 | 10.00' | C7 | 24.38' | 15.00' | S42°31'58" | 21.79' |
| L8 | 10.00' | C8 | 23.56' | 15.00' | N46°17'01" | 21.91' |
| L9 | 15.09' | C9 | 2.87' | 213.00' | S61°17'13" | 2.87' |
| L10 | 15.09' | C10 | 2.70' | 5.00' | S17°31'40" | 6.96' |
| L11 | 10.00' | C11 | 5.00' | 5.00' | N59°11'48" | 6.96' |
| L12 | 18.50' | C12 | 3.65' | 213.00' | S77°08'53" | 3.65' |
| L13 | 15.00' | C13 | 20.64' | 15.00' | S38°13'09" | 18.00' |
| L14 | 10.00' | C14 | 23.56' | 15.00' | N43°13'34" | 21.21' |
| L15 | 14.87' | C15 | 36.80' | 213.00' | S56°43'25" | 36.76' |
| L16 | 17.91' | C16 | 7.85' | 5.00' | N43°13'34" | 7.07' |
| L17 | 17.91' | C17 | 23.56' | 15.00' | S6°46'28" | 21.21' |
| L18 | 10.00' | C18 | 8.06' | 5.00' | S15°04'28" | 7.22' |
| L19 | 10.00' | C19 | 41.17' | 30.00' | N47°08'09" | 38.01' |
| L20 | 17.00' | C20 | 39.48' | 30.00' | N75°15'01" | 36.69' |
| L21 | 14.88' | C21 | 38.75' | 30.00' | N72°58'50" | 36.11' |
| L22 | 14.81' | C22 | 18.10' | 15.00' | S51°14'29" | 17.83' |
| L23 | 14.82' | C23 | 21.94' | 15.00' | N26°55'49" | 19.98' |
| L24 | 14.87' | C24 | 8.09' | 5.00' | N61°34'51" | 7.23' |
| L25 | 14.81' | C25 | 8.16' | 5.00' | N23°41'51" | 7.28' |
| L26 | 14.81' | C26 | 47.35' | 30.00' | N44°36'16" | 42.59' |
| L27 | 14.76' | C27 | 8.01' | 5.00' | N67°51'37" | 7.18' |
| L28 | 15.00' | C28 | 8.06' | 5.00' | N16°19'10" | 7.22' |
| L29 | 10.79' | C29 | 41.17' | 30.00' | S31°31'77" | 38.01' |
| L30 | 11.14' | C30 | 11.22' | 107.00' | S6°58'31" | 11.22' |
| L31 | 11.58' | C31 | 8.17' | 5.00' | S42°51'21" | 7.29' |
| L32 | 8.17' | C32 | 8.17' | 5.00' | S31°19'37" | 7.29' |
| L33 | 8.25' | C33 | 8.25' | 5.00' | N2°59'00" | 7.35' |
| L34 | 7.85' | C34 | 7.85' | 5.00' | N46°04'13" | 7.07' |

SEE SHEET 13 FOR CONTINUATION

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown herein unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
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 * All representation as to ownership, use, or possession should be herein implied.
 * This Survey and Plat of Survey are void without original endorsed or red colored seal and signature affixed.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

MQDA TECH & INFRASTRUCTURE
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

1/25/2023 12:40:15 PM
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| NO. | DATE | BY | REVISION DESCRIPTION |
|-----|----------|-----|----------------------------------|
| 1 | 07/19/22 | BLB | PER EED COMMENTS DATED 5/23/2022 |
| 2 | 07/25/22 | BLB | REV TO REMOVE SE HOA PARCEL |
| 3 | 07/25/22 | BLB | REV TO REMOVE SE HOA PARCEL |
| 4 | 07/24/23 | BLB | AMENDED PLAT |

Illinois Professional Design Firm # 164-001022
 2363 Sequoia Drive, Suite 101
 Aurora, Illinois 60506
 t. 630.557.7900 f. 630.583.7646
 www.hrgreen.com



**FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D. UNIT 10, AMENDED
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ADJUST SCALE ACCORDINGLY.

DRAWN BY: BLB
 APPROVED: MD
 JOB DATE: 04/01/2022
 JOB NO: 220051

SHEET
2 OF 5

PREPARED ON JANUARY 24TH, 2022
 PREPARED BY:

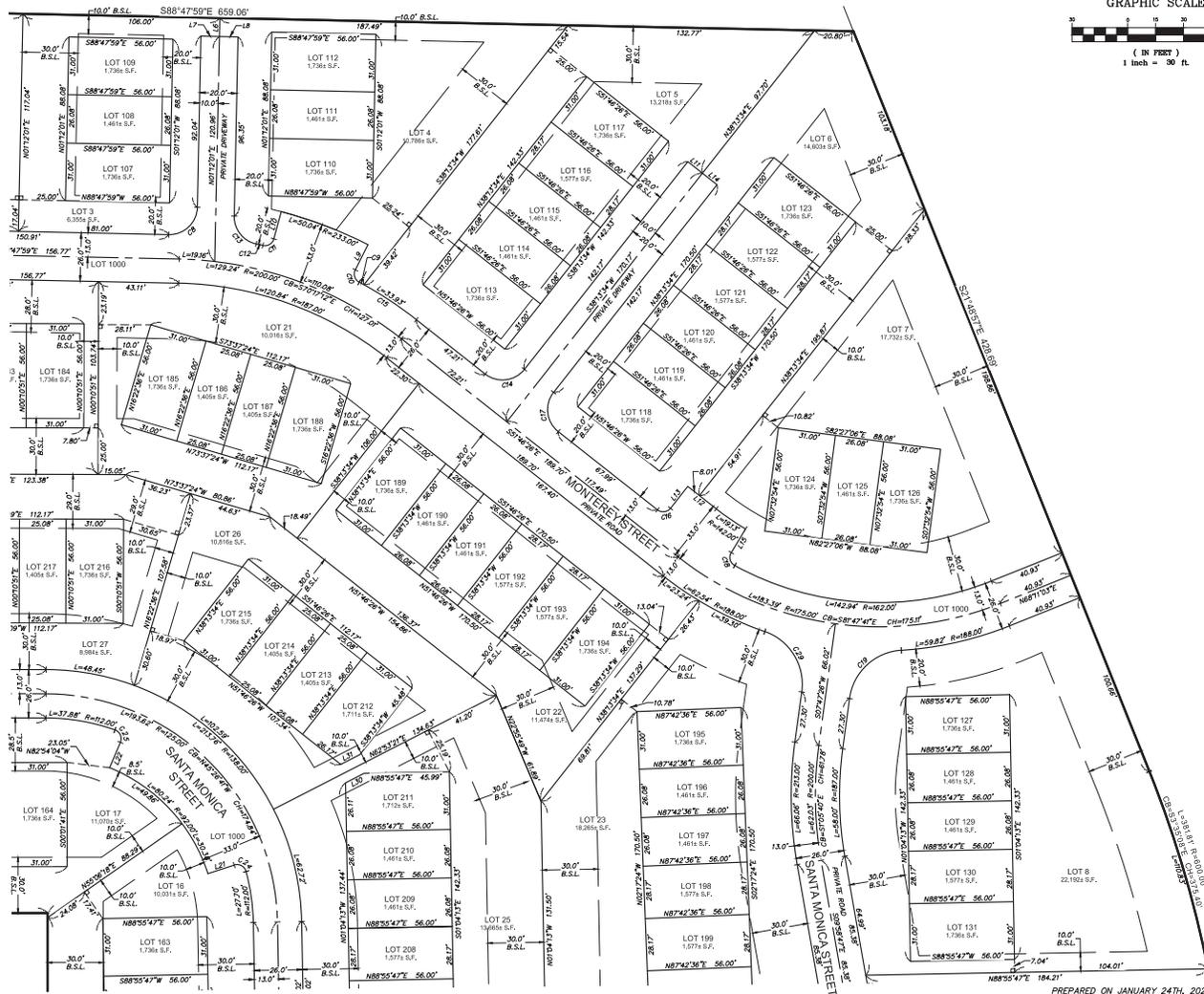
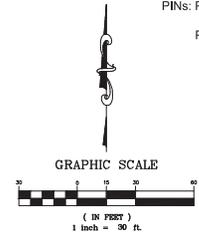
FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbaue@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
 LICENSE EXPIRES: 11/30/2022

FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10, AMENDED

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PINS: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019



| LINE TABLE | | CURVE TABLE | | | | | |
|------------|--------|--------------|---------|--------|---------|---------------|--------|
| LINE # | LENGTH | BEARING | CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD |
| L1 | 10.00' | N12°01'W | C1 | 41.17' | 30.00' | S88°50'27\"E | 38.01' |
| L2 | 10.00' | N88°47'59\"W | C2 | 18.98' | 15.00' | N37°28'34\"E | 17.74' |
| L3 | 15.10' | S19°08'17\"E | C3 | 2.82' | 188.00' | N73°15'22\"E | 2.82' |
| L4 | 15.10' | N33°04'59\"W | C4 | 7.69' | 5.00' | S63°08'17\"E | 6.95' |
| L5 | 10.00' | N88°47'59\"W | C5 | 7.69' | 5.00' | N89°57'07\"E | 6.95' |
| L6 | 10.00' | S17°10'17\"W | C6 | 3.74' | 188.00' | N92°53'01\"E | 3.74' |
| L7 | 10.00' | S88°47'59\"E | C7 | 24.38' | 15.00' | S49°15'58\"E | 21.79' |
| L8 | 10.00' | S88°47'59\"E | C8 | 23.56' | 15.00' | N46°12'01\"E | 21.21' |
| L9 | 15.09' | S28°37'04\"W | C9 | 2.87' | 213.00' | S61°17'13\"E | 2.87' |
| L10 | 15.09' | N15°10'14\"E | C10 | 7.70' | 5.00' | S17°31'40\"E | 6.96' |
| L11 | 10.00' | S51°46'28\"E | C11 | 7.70' | 5.00' | N59°11'48\"E | 6.96' |
| L12 | 18.50' | S51°46'28\"E | C12 | 3.65' | 213.00' | S77°08'53\"E | 3.65' |
| L13 | 15.00' | N38°13'34\"E | C13 | 20.64' | 15.00' | S38°13'08\"E | 19.05' |
| L14 | 10.00' | S51°46'28\"E | C14 | 23.56' | 15.00' | N83°13'34\"E | 21.21' |
| L15 | 14.87' | S31°06'45\"W | C15 | 36.80' | 213.00' | S56°43'25\"E | 36.78' |
| L16 | 17.91' | N34°05'56\"E | C16 | 7.85' | 5.00' | N83°13'34\"E | 7.07' |
| L17 | 17.91' | N34°05'56\"E | C17 | 23.56' | 15.00' | S84°26'28\"E | 21.21' |
| L18 | 10.00' | N75°13'39\"W | C18 | 8.06' | 5.00' | S19°04'26\"E | 7.22' |
| L19 | 10.00' | N75°13'39\"W | C19 | 41.17' | 30.00' | N47°06'08\"E | 38.01' |
| L20 | 17.00' | N89°55'47\"E | C20 | 38.48' | 30.00' | N11°52'07\"E | 36.69' |
| L21 | 14.88' | S72°04'48\"W | C21 | 38.75' | 30.00' | N73°26'30\"W | 36.11' |
| L22 | 14.87' | N31°10'59\"E | C22 | 19.10' | 15.00' | S81°19'29\"W | 17.83' |
| L23 | 14.87' | S81°10'10\"E | C23 | 21.84' | 15.00' | N68°55'58\"W | 19.96' |
| L24 | 14.87' | N29°52'01\"W | C24 | 8.09' | 5.00' | N61°54'51\"W | 7.23' |
| L25 | 14.81' | S89°40'58\"W | C25 | 8.16' | 5.00' | N23°41'51\"W | 7.28' |
| L26 | 14.81' | S30°28'39\"E | C26 | 47.35' | 30.00' | N44°36'13\"E | 42.59' |
| L27 | 14.76' | N44°47'24\"E | C27 | 8.01' | 5.00' | N67°36'13\"E | 7.18' |
| L28 | 15.00' | N89°55'47\"W | C28 | 8.06' | 5.00' | N16°19'10\"E | 7.22' |
| L29 | 10.79' | N58°51'04\"W | C29 | 41.17' | 30.00' | S31°31'17\"E | 38.01' |
| L30 | 11.14' | N62°53'21\"E | C30 | 11.22' | 107.00' | S6°58'31\"E | 11.22' |
| L31 | 11.58' | S62°53'21\"W | C31 | 8.17' | 5.00' | S42°51'21\"W | 7.29' |
| | | | C32 | 8.17' | 5.00' | S31°03'37\"E | 7.29' |
| | | | C33 | 8.25' | 5.00' | N2°58'00\"W | 7.35' |
| | | | C34 | 7.85' | 5.00' | N46°04'13\"W | 7.07' |

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
 * No distance should be assumed by scaling.
 * No underground improvements have been located unless shown and noted.
 * No representation as to ownership, use, or possession should be herein implied.
 * This Survey and Plat of Survey are void without original eboxed or red colored seal and signature affixed.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
MOBA TECH & INFRASTRUCTURE
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
 1/25/2023 12:40:15 PM
 \\hrgreen.com\HRG\Data\2022\220051\Survey\Deg\220051-Unit10_FP_Amended.dwg

PREPARED ON JANUARY 24TH, 2022
PREPARED BY:

FOR REVIEW
 BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
 LICENSE EXPIRES: 11/30/2022

| NO. | DATE | BY | REVISION DESCRIPTION |
|-----|----------|-----|----------------------------------|
| 1 | 07/25/22 | BJB | PER EED COMMENTS DATED 5/23/2022 |
| 2 | 07/25/22 | BJB | REV TO REMOVE SE CORNER |
| 3 | 07/24/23 | BJB | AMENDED PLAT |
| 4 | 07/24/23 | BJB | AMENDED PLAT |

Illinois Professional Design Firm # 194-001022
 2363 Sequoia Drive, Suite 101
 Aurora, Illinois 60506
 T: (630) 557-7900 F: (630) 553-7646
 www.hrgreen.com



**FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D. UNIT 10, AMENDED
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

BAR IS ONE INCH ON OFFICIAL DRAWINGS
 IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

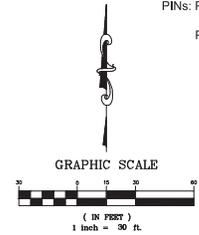
DRAWN BY: BJB
 APPROVED: MD
 JOB DATE: 04/01/2022
 JOB NO: 220051

SHEET
3 OF 5

FINAL PLAT OF SUBDIVISION BRISTOL BAY P.U.D. UNIT 10, AMENDED

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4 AND PART OF THE NORTH 1/2 OF SECTION 9, BOTH IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PINS: PT. 02-04-300-020
02-04-400-016
PT. 02-09-100-012
02-09-200-019



SEE SHEET 3 FOR CONTINUATION



| LINE # | LENGTH | BEARING |
|--------|--------|--------------|
| L1 | 10.00' | N172°01'E |
| L2 | 10.00' | N88°54'59"W |
| L3 | 15.10' | S10°06'11"E |
| L4 | 15.10' | N35°04'59"W |
| L5 | 10.00' | N88°54'59"W |
| L6 | 10.00' | S17°12'07"W |
| L7 | 10.00' | S88°47'59"W |
| L8 | 10.00' | S88°47'59"W |
| L9 | 15.09' | S26°37'04"W |
| L10 | 15.09' | N102°03'04"E |
| L11 | 10.00' | S91°46'26"E |
| L12 | 19.50' | S91°46'26"E |
| L13 | 15.00' | N38°13'34"E |
| L14 | 10.00' | S91°46'26"E |
| L15 | 14.87' | S31°06'45"W |
| L16 | 17.91' | N34°03'56"E |
| L17 | 17.91' | N34°03'56"E |
| L18 | 10.00' | N75°13'39"W |
| L19 | 10.00' | N75°13'39"W |
| L20 | 17.00' | N88°55'47"E |
| L21 | 14.88' | S72°04'48"W |
| L22 | 14.81' | N23°02'58"E |
| L23 | 14.82' | S86°30'02"E |
| L24 | 14.87' | N23°02'58"E |
| L25 | 14.81' | S89°40'58"W |
| L26 | 14.81' | S50°08'39"E |
| L27 | 14.76' | N44°08'24"E |
| L28 | 15.00' | S88°55'47"W |
| L29 | 10.79' | N58°51'04"W |
| L30 | 11.14' | N62°53'21"E |
| L31 | 11.58' | S62°53'21"E |

| CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD |
|---------|--------|---------|---------------|--------|
| C1 | 41.17' | 30.00' | S88°52'27"E | 38.01' |
| C2 | 18.98' | 15.00' | N37°26'34"E | 17.74' |
| C3 | 2.82' | 188.00' | N73°12'52"E | 2.82' |
| C4 | 7.69' | 5.00' | S63°08'17"E | 6.95' |
| C5 | 7.69' | 5.00' | N87°07'07"E | 6.95' |
| C6 | 3.74' | 188.00' | N62°01'07"E | 3.74' |
| C7 | 24.38' | 15.00' | S43°01'58"E | 21.79' |
| C8 | 23.56' | 15.00' | N46°12'07"E | 21.21' |
| C9 | 2.87' | 214.00' | S61°37'13"E | 2.87' |
| C10 | 7.70' | 5.00' | S17°31'40"E | 6.96' |
| C11 | 7.70' | 5.00' | N59°11'40"E | 6.96' |
| C12 | 3.65' | 214.00' | S77°03'53"E | 3.65' |
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| C20 | 39.48' | 30.00' | N12°20'27"E | 36.69' |
| C21 | 38.75' | 30.00' | N73°28'30"W | 36.11' |
| C22 | 19.07' | 15.00' | S59°12'59"E | 17.83' |
| C23 | 21.84' | 15.00' | N28°55'46"W | 19.86' |
| C24 | 8.09' | 5.00' | N61°54'51"W | 7.23' |
| C25 | 8.16' | 5.00' | N23°41'51"W | 7.28' |
| C26 | 47.35' | 30.00' | N44°36'16"W | 42.59' |
| C27 | 8.01' | 5.00' | N67°36'13"E | 7.18' |
| C28 | 8.06' | 5.00' | N16°19'10"E | 7.22' |
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 * No representation as to ownership, use, or possession should be hereon implied.
 * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

MOEA TECH & INFRASTRUCTURE
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
 1/25/2023 12:40:15 PM
 \\hrgreen.com\HRG\Data\2022\220051\Survey\Dwg\220051-Unit10_FP_Amended.dwg

| NO. | DATE | BY | REVISION DESCRIPTION |
|-----|----------|-----|----------------------------------|
| 1 | 07/19/22 | BUB | PER EED COMMENTS DATED 5/23/2022 |
| 2 | 07/25/22 | BUB | REV TO REMOVE SE CORNER |
| 3 | 07/24/23 | BUB | AMENDED PLAT |
| 4 | 07/24/23 | BUB | AMENDED PLAT |

Illinois Professional Design Firm # 194-001022
 2363 Sequoia Drive, Suite 101
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 t. 630.552.7500 f. 630.553.7646
 www.hrgreen.com



FINAL PLAT OF SUBDIVISION
BRISTOL BAY P.U.D. UNIT 10, AMENDED
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON OFFICIAL DRAWINGS.
 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.

DRAWN BY: BUB
 APPROVED: MD
 JOB DATE: 04/01/2022
 JOB NO: 220051

SHEET
4 OF 5

PREPARED ON JANUARY 24TH, 2022
 PREPARED BY:

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauber@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/2022



Engineering Enterprises, Inc.

March 9, 2023

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

**Re: Bristol Bay - Unit 10
United City of Yorkville, Kendall County, Illinois**

Dear Krysti:

We are in receipt of the following items for the above referenced project, all prepared by HR Green:

- Amended Final Plat of Subdivision – Unit 10 (5 Sheets) dated January 24, 2023
- Plat of Dedication
- Plat of Easement, dated March 7, 2023

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

All documents have been reviewed and found to be acceptable.

If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, PE
Chief Operating Officer / President

BPS/pgw2

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (Via e-mail)
Mr. Jason Engberg, Senior Planner (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Mr. Pete Ratos, Building Department (Via e-mail)
Ms. Dee Weinert, Permit Tech (Via e-mail)
Ms. Jori Behland, City Clerk (Via e-mail)
Mr. Troy Mertz, Moda Tech and Infrastructure (Via e-mail)
Mr. David Schultz, PE, HR Green (Via e-mail)
TNP, PGW2, EEI (Via e-mail)

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2022\YO2224-DR Bristol Bay Unit -10\Docs\lcoy_PlanReview05_Unit10.doc



| 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 #7

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates – Prairie Pointe Change Orders

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: April 18, 2023
Subject: Prairie Pointe Change orders

Summary

Prairie Pointe construction improvements and twelfth round of change orders.

Background

The City Council was last presented a Prairie Pointe budget recap in September 2022. At that time, the City Council reviewed a line-item for “Owner Contingency” in the amount of \$367,590 which included all known change orders at the time plus a \$40,000 buffer for unknown change orders. The City Council last approved change orders at the April 11, 2023 City Council meeting, when the City Council approved Change Orders 49R1, 50, 51, 52, and 53. After that approval, the amount of the change orders approved to date was \$322,878.

The request for approval of eleventh set of change orders includes:

- 1) Change Order 54 - \$1,692
Replacing one old exit sign with a new exit sign, and adding one new exit sign on the third floor of the building to properly sign paths of exit, per final inspections from the code official and fire inspector.
- 2) Change Order 55 – \$11,773
Necessary components of the City Council Chamber AV system will not be delivered to the City until Q3 of 2023. This change order will include work and equipment to temporarily rig the new City Council Chamber for public meetings. The work includes running new cables and wires, providing microphones and other necessary equipment for an AV system which will have basic capabilities (on/off, no volume control). We expect to have 9 wired, in-place microphones at the dais and 2 wireless microphones that can be placed throughout the room. If approved, the contractor has stated the work should be complete in time for a City Council meeting on May 9th; but updates will be provided later.

If the Council were to approve the five change orders listed above, this would account for \$13,465 in use of the contingency fund, bringing the total amount authorized to \$336,343 out of the contingency fund budget, including the credit for Change Order 26 listed below.

The following items show cost avoidances that have been noted for this project.

- Change Order 21 – The full amount of \$5,511 will be reimbursed by CCA/Larson Engineering.
- Change Order 22 – Cordogan Clark will reimburse the City a portion (\$2,166) of the total amount.
- Change Order 24 – The change order was denied, to replace 250 standard and 30 GFI existing to remain, ivory-colored outlets and covers with white to match all new fixtures. \$29,120. The work will be completed by Yorkville staff, at a much lower cost.
- Change Order 26 – \$1,861 Credit for the ceiling modifications of Council Chambers. There may be additional costs to move conduits, that were just noticed, and would be exposed in the new decision.
- The original specifications stated that the city would purchase all television monitors and mounting hardware. The Audio/Visual included this in their cost. The city had included a budget estimate of \$30,000 for these items.
- Com Ed has approved \$30,728 in incentives for the LED lighting and sensor controls that are being installed. This funding is dependent on a third-party audit at the end of the project.
- Change Order 34 - \$3,000 Credit for spray insulation in storage, server, electrical, janitorial and elevator equipment rooms.

Recommendation

Staff recommends that the City Council approve Change Orders 54 and 55. These are the last known change orders at this time, but the construction punchlist is still being completed at time of this memo.

Resolution No. 2023-_____

**A RESOLUTION APPROVING CHANGE ORDERS RELATING TO
651 PRAIRIE POINTE DRIVE, YORKVILLE, ILLINOIS
(Twelfth Set of Change Orders)**

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

WHEREAS, the City has acquired the building and property commonly known as 651 Prairie Pointe Drive (the “*New City Hall*”) for the purpose of rehabilitating the building and repurposing it as the new Yorkville City Hall and the headquarters of the Yorkville Police Department (the “*Project*”); and,

WHEREAS, the City issued a Request for Proposals to construct the Project and after review and evaluation of submittals from several firms, the City entered into a contract with Lite Construction of Montgomery, Illinois (the “*Contract*”); and,

WHEREAS, the Contract, as approved by the City with Lite Construction, provided a line item for unforeseen contingencies due to the fact that the New City Hall was constructed in 2007 and change orders were guaranteed to come as demolition of existing walls and ceilings occurred; and,

WHEREAS, Lite Construction has submitted two (2) change orders to the original Contract, as itemized on the list attached hereto, modifications to the original work design as mandated to conform to current code standards resulting in an additional costs totaling \$13,465; and,

WHEREAS, the City has reviewed the change orders as submitted by Lite Construction and acknowledges that the work covered by these change orders was unforeseen but is necessary

and in the best interest of the City; therefore, the City is prepared to approve the Change Order as hereinafter provided.

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

Section 1. The foregoing preambles are hereby adopted as if fully restated in this Section 1.

Section 2. That the change orders as itemized on the list attached hereto as submitted by Lite Construction resulting in total additional costs of \$13,465 are hereby approved.

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

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

CITY CLERK

KEN KOCH _____
ARDEN JOE PLOCHER _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

DAN TRANSIER _____
CRAIG SOLING _____
MATT MAREK _____
RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

LITE CONSTRUCTION

711 South Lake Street
 P.O. Box 135
 MONTGOMERY, IL 60538

CHANGE ORDER

54

Number _____

TO (630) 896-7220
 Fax (630) 896-1304
 Cordogan Clark & Associates
 960 Ridgeway Ave
 Aurora, IL 60506

| | |
|--|---------------------------|
| PHONE | DATE 4/12/23 |
| JOB NAME/LOCATION Yorkville City Hall Police Facility | |
| 21-364 | |
| JOB NUMBER | JOB PHONE |
| EXISTING CONTRACT NO. | DATE OF EXISTING CONTRACT |

We hereby agree to make the change(s) specified below:

PR 043 for exit signs

| | |
|-----------------|------------|
| Valley Electric | \$1,538.00 |
| LCI Mark up | \$154.00 |
| Total | \$1,692.00 |

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 1,692.00

DATE 4.12.23

PREVIOUS CONTRACT AMOUNT

\$

AUTHORIZED SIGNATURE (CONTRACTOR)

REVISED CONTRACT TOTAL

\$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____ (OWNER)

PROPOSED CHANGE ORDER

Valley Electrical Contractors

Po Box 461
Oswego, IL 60543
Telephone: 630-554-6200
Fax: 630-554-5543

CCN # 10179-42
CCN Date 4/11/2023
Date: 4/11/2023
Project Name: Yorkville City Hall and Police Station
Project Number: 10179
Page Number: 1

Client Address:

Lite Construction

Contact: Tim Campbell
711 S. Lake St
Montgomery, IL 60538
Telephone: 630-896-7220
Contact: Tim Campbell

Work Description

We reserve the right to correct this quote for errors and omissions.

This change order is for demoing an existing exit sign then furnishing and installing 2 new ones per PR043.

Itemized Breakdown

| Description | Qty |
|-------------------------|------------|
| EX1 - Single Face | 1 |
| EX1 - Double Face | 1 |
| 1/2" EMT | 20 |
| 1/2" EMT DC SS CONN | 4 |
| 1/2" EMT DC SS CPLG | 4 |
| 1/2" MINRLAC W/BOLT 0-B | 4 |
| #12 THHN | 70 |
| 4x2-1/8" SQ BOX 3/4" KO | 2 |
| 4" SQ BLANK COVER | 2 |
| 3/C #14 6' FIXTURE WHIP | 2 |
| Totals | 110 |

Summary

| | | |
|-----------------------|-----------------------|-------------------|
| General Materials | | 113.67 |
| LIGHTING FIXTURES | | 663.32 |
| Material Overhead | (@ 10.000 %) | 77.70 |
| Material Markup | (@ 5.000 %) | 42.73 |
| Material Total | | 897.42 |
| JOURNEYMAN | (4.68 Hrs @ \$137.00) | 641.16 |
| Final Adjustment | | -0.58 |
| Final Amount | | \$1,538.00 |

ORIGINAL



AIA[®]

Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
City Hall & Police Facility Renovation
651 Prairie Point Dr. Yorkville, IL

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 8, 2022

Architect's Project Number: 21-364
Proposal Request Number: 043
Proposal Request Date: 04/10/2023

OWNER: *(name and address)*
United City of Yorkville
800 Game Farm Rd. Yorkville, IL

ARCHITECT: *(name and address)*
Cordogan Clark & Associates
960 Ridgeway Ave. Aurora, IL

CONTRACTOR: *(name and address)*
Lite Construction, Inc.
711 S. Lake St. Montgomery, IL

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

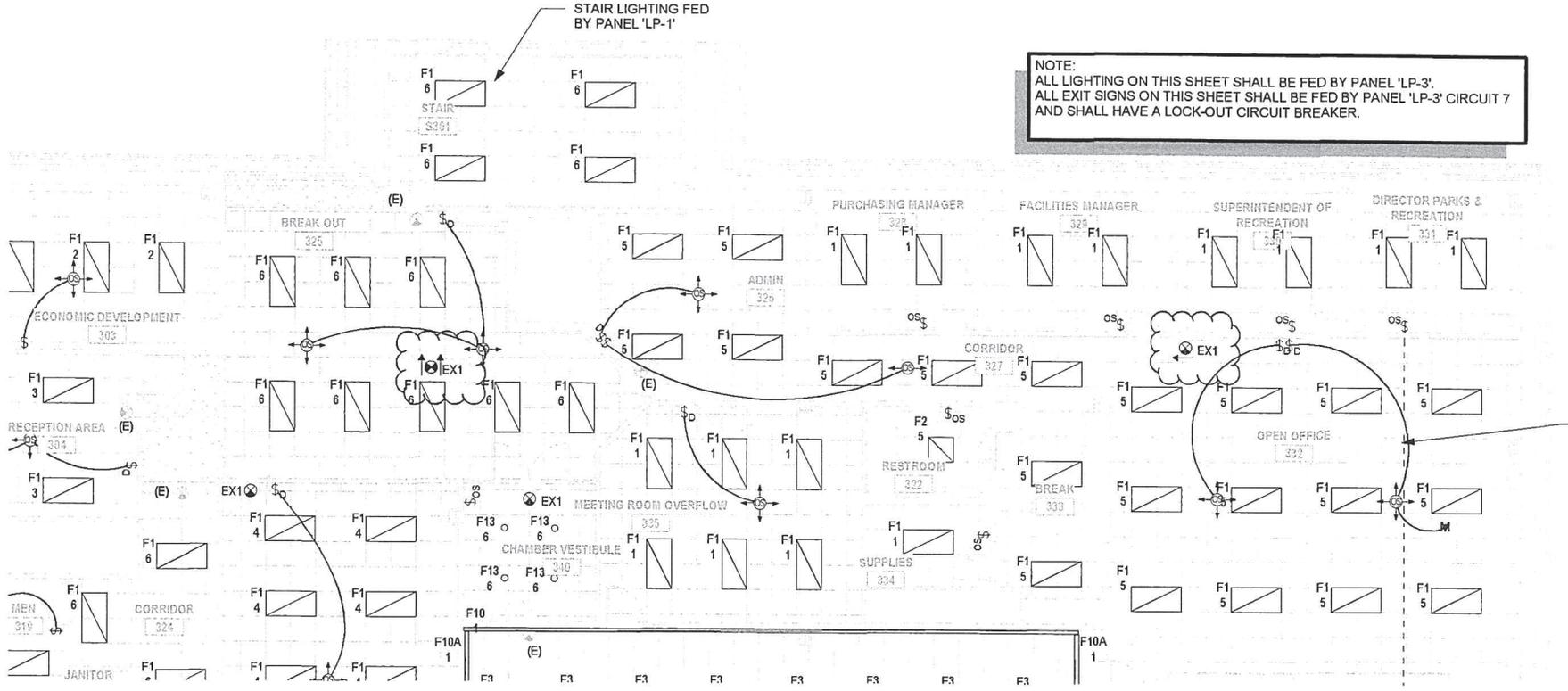
The following items were requested by City of Yorkville building inspector per email 03/13/2023.

In Open Office 332 near door 329, remove existing electrical sign and replace with EX1 type directional arrow exit sign, pointing toward door 326. In Break-Out 325, provide EX1 type directional arrow exit sign, visible from adjacent corridors and pointing toward door S301. Refer to attached sketch for locations. Provide all wiring and conduit required to complete scope of work.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Lauren Kiley Architectural Designer
PRINTED NAME AND TITLE



PROJECT NUMBER 21-364
 DATE 04/10/2023
 SHEET PR 043 ASK 001

CITY HALL AND POLICE FACILITY RENOVATION
 716 NORTH WELLS STREET
 CHICAGO, ILLINOIS 60610
 312.943.7300

960 RIDGEWAY AVENUE
 AURORA, ILLINOIS 60506
 630.896.4678

CORDOGAN CLARK
 ARCHITECTURE • ENGINEERING • CONSTRUCTION

LITE CONSTRUCTION

711 South Lake Street
 P.O. Box 135
 MONTGOMERY, IL 60538

CHANGE ORDER

55

Number

TO

(630) 896-7220
 Fax (630) 896-1304
 Cordogan Clark & Associates
 960 Ridgeway Ave
 Aurora, IL 60506

| | |
|--|---------------------------|
| PHONE | DATE 4/12/23 |
| JOB NAME/LOCATION Yorkville City Hall Police Facility | |
| 21-364 | |
| JOB NUMBER | JOB PHONE |
| EXISTING CONTRACT NO. | DATE OF EXISTING CONTRACT |

We hereby agree to make the change(s) specified below:

Temporary AV system for the Council Chambers

| | |
|-----------------|-------------|
| Valley Electric | \$10,702.00 |
| LCI Mark up | \$1,071.00 |
| Total | \$11,773.00 |

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 11,773.00

DATE

4-12-23

PREVIOUS CONTRACT AMOUNT

\$

AUTHORIZED SIGNATURE (CONTRACTOR)

REVISED CONTRACT TOTAL

\$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____
 (OWNER)

PROPOSED CHANGE ORDER

Valley Electrical Contractors

Po Box 461
Oswego, IL 60543
Telephone: 630-554-6200
Fax: 630-554-5543

CCN # 10179-43
CCN Date 4/12/2023
Date: 4/12/2023
Project Name: Yorkville City Hall and Police Station
Project Number: 10179
Page Number: 1

Client Address:

Lite Construction

Contact: Tim Campbell
711 S. Lake St
Montgomery, IL 60538
Telephone: 630-896-7220
Contact: Tim Campbell

Work Description

We reserve the right to correct this quote for errors and omissions.

This change order is the cost for the temporary AV system in the council chambers and multiple rooms.

Itemized Breakdown

Summary

| | | |
|---------------------|---|--------------------|
| AV Rack - ACG | (\$9,266.30 + 0.000 % + 10.000 % + 5.000 %) | 10,702.58 |
| Subtotal | | 10,702.58 |
| Final Amount | | \$10,702.58 |

ORIGINAL



| 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 #8

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

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



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

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2023-15

Agenda Item Summary Memo

Title: Fiscal Year 2024 Draft Budget Revisions

Meeting and Date: City Council – April 25, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 04/11/23 Action Taken: A discussion took place and this item was tabled to the City Council 4/25/23 meeting.

Item Number: CC 2023-15

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:

FY 24 Proposed Budget Link - <https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/5053>



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: April 18, 2023
Subject: Fiscal Year 2024 Budget Revisions

Summary

Review of proposed changes to the Fiscal Year 2024 draft budget, as itemized on Exhibit A (attached), and corresponding budget ordinance.

Background

This item was last discussed at the April 11th City Council meeting. Since that meeting, Staff has made two revisions to Budget Adjustments #12 and #14, resulting from employee insurance changes during the annual open enrollment process. In total there are (14) fourteen suggested amendments to the Proposed FY 24 budget, as identified below:

Budget Adjustments #1 and #2

The Mosquito Control line item (Budget Adjustment #1) in the Streets Department has been nominally reduced by approximately \$400 annually over the next five fiscal years. Staff has recently been informed by the City's mosquito control vendor (Clarke Environmental Mosquito Management, Inc.) that the 2023 seasons cost will be held at the 2022 level and that subsequent season's increases will not exceed the Consumer Price Index (CPI).

Budget Amendment #2 increases the Dues & Subscriptions expenditure line item in the Administration Department by \$3,200 to account for an increase in annual dues to Metro West Council of Government. The net effect of these two budget adjustments over the five-year budget horizon is an approximate reduction of \$14,000 in fund balance for the (01) General Fund.

Budget Adjustment #3

Starting in FY 2024 the City is no longer eligible to receive in-car camera grant proceeds (\$9,500 for each new squad purchased) due to new requirements pertaining to video retention. The State now requires that video footage from in-car cameras be retained for two years. The City, while compliant with State law, only retains both in-car and body camera video footage for 90 days and is unable to separate the two recordings. Staff will continue to monitor this grant and will apply for future grant proceeds should the video retention requirements change. Police Capital fund balance within the (25) Vehicle & Equipment Fund will remain unaffected by this change, as any reduction in State Grant proceeds will be offset by an increase in the Vehicle & Equipment Chargeback from the General Fund, resulting in a projected \$19,000 reduction in fund balance for FY 24.

Budget Adjustments #4 and #5

Salary and benefit line items have been updated in the (82) Library Fund to reflect the hiring of a new Technical Services Director, who is currently being trained by the current Technical Services Director (retiring in early May 2023). Budget Adjustment #4 also includes other FY 23 budgeted line item estimates have been updated based on actual fiscal year-to-date activity. Future fiscal year Library liability insurance amounts, and the corresponding

General Fund transfers, have been adjusted accordingly based on FY 23 revisions (base year) for this line item. In addition, Office Cleaning expenditures have been revised to reflect an annual 3% inflationary increase. Per the direction of the Library Board, Budget Adjustment #5 increases the Library Outside Repair & Maintenance line item by \$12,000 over the next two fiscal years for the purposes of acquiring new security cameras.

Budget Adjustments #6 and #7

The Bristol Bay Subdivision line item in the (23) City-Wide Capital Fund has been adjusted to incorporate recently revised engineering cost estimates for Bristol Bay Drive and Bertram Drive (Budget Adjustment #6) projects, which will connect both roadways to IL Route 47 in conjunction with IDOT's Route 47 North improvements. For the Bristol Bay Drive connection, the City is expected to incur \$6,500 in design engineering costs in FY 25, followed by \$74,000 in construction/construction engineering costs in FY 26. Expenditures for the Bertram Drive connection are estimated at \$43,000 (design engineering) in FY 28 and \$518,000 (construction/construction engineering) in FY 29. Expenditures for both projects will be partially offset by a \$171,600 developer contribution, currently held on account by the City.

Budget Adjustment #7 is only a line item name change for account 51-51-60-00-6029 (informational only) – as the IEPA is now requiring that Well #6 be reconstituted as Well #10.

Budget Adjustments #8 / #9 / #10 / #11

Based on the 2022 tax levy computation reports recently received from Kendall County, staff recommends several budgetary adjustments related to Road & Bridge Tax in the General Fund and Property Taxes in the (87) Countryside TIF Fund, the (88) Downtown TIF Fund and the (89) Downtown TIF II Fund, as detailed below:

Budget Adjustment #8 increases Road & Bridge tax revenues in the General Fund by \$5,000, from \$115,000 to \$120,000 per year, which will increase budgeted fund balance by \$5,000 per year.

After peaking at \$250,366 in FY 22, as Holiday Inn Express was added to the tax rolls for the first time, incremental property taxes for the Countryside TIF fell by 7% in FY 23. The TIF will fare better in FY 24, as property taxes are expected to decline by only 2%. Budget Adjustment #9 reduces the budgeted property tax line item from \$238,000 to \$228,000. This reduction in incremental property tax is projected to result in Countryside TIF fund balance declining by approximately \$10,000 per annum through FY 28, in comparison to what was originally budgeted.

In contrast to the Countryside TIF, Budget Adjustments #10 and #11 focus on the two Downtown TIF's, which generated better than expected incremental property tax revenues. Downtown TIF property tax revenues have been increased by ~\$18,500 for FY 24, from \$103,500 to \$122,000; and Downtown TIF II property tax revenues have increased by ~\$46,000, from \$100,000 to \$146,000. This increase in incremental property taxes is projected to result in enhanced annual fund balance amounts through FY 28 for the Downtown and Downtown II TIF's of approximately \$20,000 and \$48,000, respectively, in comparison to what was originally budgeted.

Budget Adjustments #12 / #13 / #14 (Budget Adjustments #12 and #14 – revised)

Originally budgeted at 8%, the FY 24 health insurance renewal resulted in only a ~2.7% increase, thus resulting in budgetary savings of over \$70,000 City-wide, and \$46,000 for the General Fund, as shown in Budget Adjustment #12. Taken in aggregate through FY 28, estimated health insurance expenditures have decreased by over \$400,000 in comparison to what was originally budgeted. **** Revised ** - As noted on Exhibit A (orange highlights), overall budgeted General Fund insurance savings have decreased from ~\$46,000 to ~\$21,000; as several employees have either enhanced their coverage (e.g., added dependents, moved from HMO to PPO plans, etc.) or opted-in to the City's insurance program during the annual open enrollment process.**

Furthermore, as shown in **Budget Adjustments #13 and #14**, these budgetary health insurance savings will allow the General Fund to reduce its operational transfer to the (79) Parks & Recreation Fund (while still maintaining a zero fund balance in Fund 79, which has been the City past practice over the last several budgetary cycles) and augment its transfer to the City-Wide Capital to finance future roadway projects. **** Revised ** - Budget Adjustment #14 has been amended to reflect a reduction in the General Fund transfer to the City-Wide Capital Fund in order to offset the increase in budgeted insurance expenditures resulting from open enrollment.**

Budget Adjustment #15 – added on April 11, 2023

This revision amends two items within the IT Services line item within Administrative Services:

- 1) The FY 24 budget memo and line-item comments will be changed to reflect that the FY 24 column will include expenditures for both a portion of the ERP system (described below), and a facilities maintenance program/system. This facilities maintenance system will be chosen by the incoming Facilities Manager, and may or may not be part of the ERP purchase (i.e., it could be integrated or stand-alone). We propose that \$25,000 of the line-item in FY 24 be designated for the facilities maintenance program/system. There is no budgetary impact, as we think we can fit the ERP system and the facilities management program within the proposed FY 24 expenditure amount.
- 2) A change in the FY 25 expenditures in the amount of \$157,500 (70% of \$225,000) to cover the second year of an ERP system implementation. This was accidentally omitted from the original proposed FY 24 budget document. This increase in expenditures will be offset by a reduction in the transfer to the City-Wide Capital Fund in FY 25; thus, maintaining a break-even budget for the General Fund and reducing City-Wide Capital fund balance by \$157,500.

Recommendation

Staff recommends that the adjustments presented above (as itemized on Exhibit A), be incorporated into the FY 24 proposed budget. Additionally, a budget ordinance, incorporating these changes, has also been included for your review and consideration.

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> |
|---|-----------------|----------------------|-----------------------|----------------------------|-----------------------------|-----------------------|-------------------------------|-------------------------------|
| Budget Adjustment # 1 | | | | | | | | |
| 2024 | | | | | 7,774 | 7,404 | 370 | <i>Proposed by Management</i> |
| | | | | | Fiscal Year Subtotal | | \$ 370 | |
| 2025 | | | | | 8,163 | 7,774 | 389 | |
| | | | | | Fiscal Year Subtotal | | \$ 389 | |
| 2026 | General | Streets | 01-410-54-00-5455 | Mosquito Control | 8,571 | 8,163 | 408 | |
| | | | | | Fiscal Year Subtotal | | \$ 408 | |
| 2027 | | | | | 9,000 | 8,571 | 429 | |
| | | | | | Fiscal Year Subtotal | | \$ 429 | |
| 2028 | | | | | 9,450 | 9,000 | 450 | |
| | | | | | Fiscal Year Subtotal | | \$ 450 | |
| Overall Net Effect on Fund Balance | | | | | | | \$ 2,046 | |
| Budget Adjustment # 2 | | | | | | | | |
| 2024 | | | | | 23,000 | 26,200 | (3,200) | <i>Proposed by Management</i> |
| | | | | | Fiscal Year Subtotal | | \$ (3,200) | |
| 2025 | | | | | 23,000 | 26,200 | (3,200) | |
| | | | | | Fiscal Year Subtotal | | \$ (3,200) | |
| 2026 | General | Administration | 01-110-54-00-5460 | Dues & Subscriptions | 23,000 | 26,200 | (3,200) | |
| | | | | | Fiscal Year Subtotal | | \$ (3,200) | |
| 2027 | | | | | 23,000 | 26,200 | (3,200) | |
| | | | | | Fiscal Year Subtotal | | \$ (3,200) | |
| 2028 | | | | | 23,000 | 26,200 | (3,200) | |
| | | | | | Fiscal Year Subtotal | | \$ (3,200) | |
| Overall Net Effect on Fund Balance | | | | | | | \$ (16,000) | |
| Budget Adjustment # 3 | | | | | | | | |
| 2024 | Vehicle & Equip | Pol Capital Revenues | 25-000-41-00-4170 | State Grants | 19,000 | - | (19,000) | <i>Proposed by Management</i> |
| | | Police Capital | 25-000-44-00-4420 | Police Chargeback | 110,173 | 129,173 | 19,000 | |
| | General | Police Capital | 01-210-54-00-5422 | Vehicle & Equip Chargeback | 110,173 | 129,173 | (19,000) | |
| | | | | | Fiscal Year Subtotal | | \$ (19,000) | |
| 2025 | Vehicle & Equip | Pol Capital Revenues | 25-000-41-00-4170 | State Grants | 19,000 | - | (19,000) | |
| | | Police Capital | 25-000-44-00-4420 | Police Chargeback | 196,350 | 215,350 | 19,000 | |
| | General | Police Capital | 01-210-54-00-5422 | Vehicle & Equip Chargeback | 196,350 | 215,350 | (19,000) | |
| | | | | | Fiscal Year Subtotal | | \$ (19,000) | |
| 2026 | Vehicle & Equip | Pol Capital Revenues | 25-000-41-00-4170 | State Grants | 28,500 | - | (28,500) | |
| | | Police Capital | 25-000-44-00-4420 | Police Chargeback | 196,406 | 224,906 | 28,500 | |
| | General | Police Capital | 01-210-54-00-5422 | Vehicle & Equip Chargeback | 196,406 | 224,906 | (28,500) | |
| | | | | | Fiscal Year Subtotal | | \$ (28,500) | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|---|-------------------|----------------------|--------------------------------|--------------------------------|------------------------|-----------------------|---|--|--|
| 2027 | Vehicle & Equip | Pol Capital Revenues | 25-000-41-00-4170 | State Grants | 19,000 | - | (19,000) | Starting in FY 2024 the City is no longer eligible to receive in-car camera grant proceeds (\$9,500 for each new squad purchased) due to new requirements pertaining to video retention. The State now requires that video footage from in-car cameras be retained for two years. The City, while compliant with State law, only retains both in-car and body camera video footage for 90 days and is unable to separate the two recordings. | |
| | | Police Capital | 25-000-44-00-4420 | Police Chargeback | 137,692 | 156,692 | 19,000 | | |
| | General | Police Capital | 01-210-54-00-5422 | Vehicle & Equip Chargeback | 137,692 | 156,692 | (19,000) | | |
| Fiscal Year Subtotal | | | | | | | \$ (19,000) | | |
| 2028 | Vehicle & Equip | Pol Capital Revenues | 25-000-41-00-4170 | State Grants | 19,000 | - | (19,000) | | |
| | | Police Capital | 25-000-44-00-4420 | Police Chargeback | 195,697 | 214,697 | 19,000 | | |
| | General | Police Capital | 01-210-54-00-5422 | Vehicle & Equip Chargeback | 195,697 | 214,697 | (19,000) | | |
| Fiscal Year Subtotal | | | | | | | \$ (19,000) | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ (104,500) | | |
| Budget Adjustment # 4 | | | | | | | | | |
| 2023 | Library | Library Operations | 82-820-50-00-5010 | Salaries & Wages | 293,500 | 308,000 | (14,500) | Proposed by Management | |
| | | | 82-820-52-00-5212 | FICA Contribution | 37,585 | 36,000 | 1,585 | | |
| | | | 82-820-52-00-5216 | Group Health Insurance | 110,791 | 102,297 | 8,494 | | |
| | | | 82-820-52-00-5231 | Liability Insurance | 28,617 | 27,350 | 1,267 | | |
| | | | 82-820-54-00-5412 | Training & Conferences | 3,000 | 2,000 | 1,000 | | |
| | | | 82-820-54-00-5415 | Travel & Lodging | 1,500 | 1,000 | 500 | | |
| | | | 82-820-54-00-5426 | Publishing & Advertising | 2,500 | 1,500 | 1,000 | | |
| | | | 82-820-54-00-5452 | Postage & Shipping | 1,000 | 1,200 | (200) | | |
| | | | 82-820-54-00-5462 | Professional Services | 35,000 | 30,000 | 5,000 | | |
| | | | 82-820-54-00-5468 | Automation | 19,000 | 18,000 | 1,000 | | |
| | 82-820-56-00-5610 | Office Supplies | 8,000 | 6,000 | 2,000 | | | | |
| General | Library Revenues | 82-000-49-00-4901 | Transfer from General | 29,830 | 28,563 | (1,267) | Salary and benefit line items have been updated to reflect the hiring of a new Library Technical Services Director, who is currently being trained by the current Technical Services Director, before the current employee retirees in early May 2023. Other budgeted line item estimates have been updated based on actual fiscal year-to-date activity. | | |
| | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 29,830 | 28,563 | 1,267 | | | |
| Fiscal Year Subtotal | | | | | | | | \$ 7,146 | |
| 2024 | Library | Library Operations | 82-820-52-00-5231 | Liability Insurance | 31,479 | 30,085 | | 1,394 | |
| | | | 82-820-54-00-5488 | Office Cleaning | 73,000 | 75,000 | | (2,000) | |
| | | | 82-000-49-00-4901 | Transfer from General | 32,729 | 31,335 | | (1,394) | |
| | General | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 32,729 | 31,335 | | 1,394 | |
| Fiscal Year Subtotal | | | | | | | | \$ (606) | |
| 2025 | Library | Library Operations | 82-820-52-00-5231 | Liability Insurance | 33,368 | 31,890 | | 1,478 | |
| | | | 82-820-54-00-5488 | Office Cleaning | 73,000 | 77,250 | | (4,250) | |
| | | | 82-000-49-00-4901 | Transfer from General | 34,618 | 33,140 | | (1,478) | |
| | General | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 34,618 | 33,140 | 1,478 | | |
| Fiscal Year Subtotal | | | | | | | \$ (2,772) | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|---|-------------------|--------------------|-----------------------|--------------------------------|------------------------|-----------------------|-------------------------------|--|--|
| 2026 | Library | Library Operations | 82-820-52-00-5231 | Liability Insurance | 35,370 | 33,803 | 1,567 | Library liability insurance amounts, and the corresponding General Fund transfer, have been adjusted based on the revisions made to FY 2023 projected (base year) expenditures for this line item. Office cleaning amounts have been revised to reflect an annual 3% inflationary increase. | |
| | | | 82-820-54-00-5488 | Office Cleaning | 73,000 | 79,568 | (6,568) | | |
| | Library Revenues | 82-000-49-00-4901 | Transfer from General | 36,620 | 35,053 | (1,567) | | | |
| | General | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 36,620 | 35,053 | 1,567 | | |
| Fiscal Year Subtotal | | | | | | | \$ (5,001) | | |
| 2027 | Library | Library Operations | 82-820-52-00-5231 | Liability Insurance | 37,492 | 35,831 | 1,661 | | |
| | | | 82-820-54-00-5488 | Office Cleaning | 73,000 | 81,955 | (8,955) | | |
| | Library Revenues | 82-000-49-00-4901 | Transfer from General | 38,742 | 37,081 | (1,661) | | | |
| | General | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 38,742 | 37,081 | 1,661 | | |
| Fiscal Year Subtotal | | | | | | | \$ (7,294) | | |
| 2028 | Library | Library Operations | 82-820-52-00-5231 | Liability Insurance | 39,742 | 37,981 | 1,761 | | |
| | | | 82-820-54-00-5488 | Office Cleaning | 73,000 | 84,414 | (11,414) | | |
| | Library Revenues | 82-000-49-00-4901 | Transfer from General | 40,992 | 39,231 | (1,761) | | | |
| | General | Admin Services | 01-640-99-00-9982 | Transfer to Library Operations | 40,992 | 39,231 | 1,761 | | |
| Fiscal Year Subtotal | | | | | | | \$ (9,653) | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ (18,180) | | |
| Budget Adjustment # 5 | | | | | | | | | |
| 2024 | Library | Library Operations | 82-820-54-00-5495 | Outside Repair & Maintenance | 125,000 | 131,000 | (6,000) | Proposed by Library Board | |
| Fiscal Year Subtotal | | | | | | | \$ (6,000) | | |
| 2025 | Library | Library Operations | 82-820-54-00-5495 | Outside Repair & Maintenance | 80,000 | 86,000 | (6,000) | Outside Repair & Maintenance line item increased by \$6,000 to buy new security cameras for the Library in FY 24 and FY 25. | |
| Fiscal Year Subtotal | | | | | | | \$ (6,000) | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ (12,000) | | |
| Budget Adjustment # 6 | | | | | | | | | |
| 2025 | City-Wide Capital | City-Wide Capital | 23-230-60-00-6098 | Bristol Bay Subdivision | - | 6,500 | (6,500) | Proposed by Management | |
| | | CW Cap Revenues | 23-000-46-00-4618 | Reimb - Bristol Bay Annex | - | 6,500 | 6,500 | | |
| Fiscal Year Subtotal | | | | | | | \$ - | | |
| 2026 | City-Wide Capital | City-Wide Capital | 23-230-60-00-6098 | Bristol Bay Subdivision | 250,000 | 74,000 | 176,000 | Line items updated based on revised engineering cost estimates for Bristol Bay Drive and Bertram Drive, which will connect both roadways to IL Route 47 in conjunction with IDOT's Route 47 North improvements. Costs for these projects will be partially offset by a \$171,600 developer contribution, currently held by the City in escrow. | |
| | | CW Cap Revenues | 23-000-46-00-4618 | Reimb - Bristol Bay Annex | 171,600 | 74,000 | (97,600) | | |
| Fiscal Year Subtotal | | | | | | | \$ 78,400 | | |
| 2028 | City-Wide Capital | City-Wide Capital | 23-230-60-00-6098 | Bristol Bay Subdivision | - | 43,000 | (43,000) | | |
| | | CW Cap Revenues | 23-000-46-00-4618 | Reimb - Bristol Bay Annex | - | 43,000 | 43,000 | | |
| Fiscal Year Subtotal | | | | | | | \$ - | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ 78,400 | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> |
|---|-----------------|--------------------------|-----------------------|---------------------------------------|-----------------------------|-----------------------|-------------------------------|---|
| Budget Adjustment # 7 | | | | | | | | |
| 2023 - 2025 | Water | Water Operations | 51-510-60-00-6029 | Well #10 (#6) /Main & Treatment Plant | | n/a | | Proposed by Management |
| | | | | | | informational | | Informational only. Well #6 has been renamed Well #10, per the direction of the Illinois EPA. |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | \$ | - |
| Budget Adjustment # 8 | | | | | | | | |
| 2024 | | | | | 115,000 | 120,000 | 5,000 | Proposed by Management |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ 5,000 | |
| 2025 | | | | | 115,000 | 120,000 | 5,000 | Adjust Road & Bridge tax revenues, based on 2022 levy computation report received from Kendall County. |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ 5,000 | |
| 2026 | General | General Revenues | 01-000-41-00-4110 | Road & Bridge Tax | 115,000 | 120,000 | 5,000 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ 5,000 | |
| 2027 | | | | | 115,000 | 120,000 | 5,000 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ 5,000 | |
| 2028 | | | | | 115,000 | 120,000 | 5,000 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ 5,000 | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | \$ | 25,000 |
| Budget Adjustment # 9 | | | | | | | | |
| 2024 | | | | | 237,927 | 228,000 | (9,927) | Proposed by Management |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ (9,927) | |
| 2025 | | | | | 243,875 | 233,700 | (10,175) | Adjust Countryside TIF incremental property tax revenues, based on 2022 levy computation report received from Kendall County. |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ (10,175) | |
| 2026 | Countryside TIF | Countryside TIF Revenues | 87-000-40-00-4000 | Property Taxes | 249,972 | 239,543 | (10,429) | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ (10,429) | |
| 2027 | | | | | 256,221 | 245,532 | (10,689) | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ (10,689) | |
| 2028 | | | | | 262,627 | 251,670 | (10,957) | |
| | | | | | <i>Fiscal Year Subtotal</i> | | \$ (10,957) | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | \$ | (52,177) |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> |
|---|-----------------|--------------------------|-----------------------|------------------------|-----------------------------|-----------------------|-------------------------------|-------------------------------|
| Budget Adjustment # 10 | | | | | | | | |
| 2024 | | | | | 103,455 | 122,000 | 18,545 | <i>Proposed by Management</i> |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 18,545</i> | |
| 2025 | | | | | 106,041 | 125,050 | 19,009 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 19,009</i> | |
| 2026 | Downtown TIF | Downtown TIF Revenues | 88-000-40-00-4000 | Property Taxes | 108,692 | 128,176 | 19,484 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 19,484</i> | |
| 2027 | | | | | 111,409 | 131,380 | 19,971 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 19,971</i> | |
| 2028 | | | | | 114,194 | 134,665 | 20,471 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 20,471</i> | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | <i>\$ 97,480</i> | |
| Budget Adjustment # 11 | | | | | | | | |
| 2024 | | | | | 100,013 | 146,000 | 45,987 | <i>Proposed by Management</i> |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 45,987</i> | |
| 2025 | | | | | 102,513 | 149,650 | 47,137 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 47,137</i> | |
| 2026 | Downtown TIF II | Downtown TIF II Revenues | 89-000-40-00-4000 | Property Taxes | 105,076 | 153,391 | 48,315 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 48,315</i> | |
| 2027 | | | | | 107,703 | 157,226 | 49,523 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 49,523</i> | |
| 2028 | | | | | 110,396 | 161,157 | 50,761 | |
| | | | | | <i>Fiscal Year Subtotal</i> | | <i>\$ 50,761</i> | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | <i>\$ 241,723</i> | |
| Budget Adjustment # 12 | | | | | | | | |
| | | Administration | 01-110-52-00-5216 | | 92,849 | 89,114 | 3,735 | <i>Proposed by Management</i> |
| | | Finance | 01-120-52-00-5216 | Group Health Insurance | 81,752 | 78,709 | 3,043 | |
| | | Police | 01-210-52-00-5216 | | 678,380 | 660,847 | 17,533 | |
| 2024 | General | | 01-220-52-00-5216 | | 147,655 | 150,781 | (3,126) | |
| | | Comm Dvlp | 01-220-52-00-5222 | Group Life Insurance | 1,042 | 1,071 | (29) | |
| | | | 01-220-52-00-5223 | Dental Insurance | 12,816 | 13,477 | (661) | |
| | | | 01-220-52-00-5224 | Vision Insurance | 1,775 | 1,855 | (80) | |
| | | | | | | | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|-----------------------------|-----------------------------|--------------------|-----------------------|------------------------|------------------------|-----------------------|-------------------------------|--|------------------|
| 2024 | | Streets | 01-410-52-00-5216 | | 135,043 | 134,167 | 876 | Departmental Group Health Insurance line items adjusted based on the results of the 2023 renewal. Originally budgeted with an 8% increase; actual increase will be ~2.7%. Orange highlighted cells have been updated to reflect employee changes in coverage from 2023 open enrollment period. | |
| | Water | Water Operations | 51-510-52-00-5216 | | 182,273 | 174,548 | 7,725 | | |
| | Sewer | Sewer Operations | 52-520-52-00-5216 | Group Health Insurance | 95,630 | 91,588 | 4,042 | | |
| | Parks & Recreation | Parks | 79-790-52-00-5216 | | 198,667 | 190,686 | 7,981 | | |
| | | Recreation | 79-795-52-00-5216 | | 118,307 | 114,604 | 3,703 | | |
| | Library | Library Operations | 82-820-52-00-5216 | | 93,252 | 89,456 | 3,796 | | |
| | Fiscal Year Subtotal | | | | | | | | \$ 48,538 |
| 2025 | | Administration | 01-110-52-00-5216 | | 100,277 | 96,243 | 4,034 | | |
| | | Finance | 01-120-52-00-5216 | Group Health Insurance | 88,292 | 85,006 | 3,286 | | |
| | | Police | 01-210-52-00-5216 | | 745,122 | 726,187 | 18,935 | | |
| | General | | 01-220-52-00-5216 | | 159,467 | 162,843 | (3,376) | | |
| | | Comm Dvlp | 01-220-52-00-5222 | Group Life Insurance | 1,042 | 1,071 | (29) | | |
| | | | 01-220-52-00-5223 | Dental Insurance | 13,457 | 14,151 | (694) | | |
| | | | 01-220-52-00-5224 | Vision Insurance | 1,775 | 1,855 | (80) | | |
| | Streets | 01-410-52-00-5216 | | 145,846 | 144,900 | 946 | | | |
| | Water | Water Operations | 51-510-52-00-5216 | | 196,855 | 188,512 | 8,343 | | |
| | Sewer | Sewer Operations | 52-520-52-00-5216 | Group Health Insurance | 103,280 | 98,915 | 4,365 | | |
| Parks & Recreation | Parks | 79-790-52-00-5216 | | 214,560 | 205,941 | 8,619 | | | |
| | Recreation | 79-795-52-00-5216 | | 127,772 | 123,772 | 4,000 | | | |
| Library | Library Operations | 82-820-52-00-5216 | | 100,712 | 96,612 | 4,100 | | | |
| Fiscal Year Subtotal | | | | | | | \$ 52,449 | | |
| 2026 | | Administration | 01-110-52-00-5216 | | 108,299 | 103,942 | 4,357 | | |
| | | Finance | 01-120-52-00-5216 | Group Health Insurance | 95,355 | 91,806 | 3,549 | | |
| | | Police | 01-210-52-00-5216 | | 863,490 | 843,040 | 20,450 | | |
| | General | | 01-220-52-00-5216 | | 172,224 | 175,870 | (3,646) | | |
| | | Comm Dvlp | 01-220-52-00-5222 | Group Life Insurance | 1,052 | 1,082 | (30) | | |
| | | | 01-220-52-00-5223 | Dental Insurance | 14,130 | 14,859 | (729) | | |
| | | | 01-220-52-00-5224 | Vision Insurance | 1,828 | 1,911 | (83) | | |
| | Streets | 01-410-52-00-5216 | | 157,514 | 156,492 | 1,022 | | | |
| | Water | Water Operations | 51-510-52-00-5216 | | 212,603 | 203,593 | 9,010 | | |
| | Sewer | Sewer Operations | 52-520-52-00-5216 | Group Health Insurance | 111,542 | 106,828 | 4,714 | | |
| | Parks & Recreation | Parks | 79-790-52-00-5216 | | 231,725 | 222,416 | 9,309 | | |
| | | Recreation | 79-795-52-00-5216 | | 137,994 | 133,674 | 4,320 | | |
| Library | Library Operations | 82-820-52-00-5216 | | 108,769 | 104,341 | 4,428 | | | |
| Fiscal Year Subtotal | | | | | | | \$ 56,671 | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|---|-------------|--------------------|-----------------------|------------------------|------------------------|-----------------------|-------------------------------|---|--------|
| 2027 | General | Administration | 01-110-52-00-5216 | | 116,963 | 112,257 | 4,706 | <i>Departmental Group Health Insurance line items adjusted based on the results of the 2023 renewal. Originally budgeted with an 8% increase; actual increase will be ~2.7%. Orange highlighted cells have been updated to reflect employee changes in coverage from 2023 open enrollment period.</i> | |
| | | Finance | 01-120-52-00-5216 | Group Health Insurance | 102,983 | 99,150 | 3,833 | | |
| | | Police | 01-210-52-00-5216 | | 972,618 | 950,532 | 22,086 | | |
| | | | 01-220-52-00-5216 | | 186,002 | 189,940 | (3,938) | | |
| | | Comm Dvlp | 01-220-52-00-5222 | Group Life Insurance | 1,063 | 1,093 | (30) | | |
| | | | 01-220-52-00-5223 | Dental Insurance | 14,837 | 15,602 | (765) | | |
| | | | 01-220-52-00-5224 | Vision Insurance | 1,883 | 1,968 | (85) | | |
| | | Streets | 01-410-52-00-5216 | | 170,115 | 169,011 | 1,104 | | |
| | | Water | Water Operations | 51-510-52-00-5216 | | 229,611 | 219,880 | | 9,731 |
| | | Sewer | Sewer Operations | 52-520-52-00-5216 | Group Health Insurance | 120,465 | 115,374 | | 5,091 |
| | | Parks & Recreation | Parks | 79-790-52-00-5216 | | 250,263 | 240,209 | | 10,054 |
| | | | Recreation | 79-795-52-00-5216 | | 149,034 | 144,368 | | 4,666 |
| | | Library | Library Operations | 82-820-52-00-5216 | | 117,471 | 112,688 | | 4,783 |
| Fiscal Year Subtotal | | | | | | | \$ 61,236 | | |
| 2028 | General | Administration | 01-110-52-00-5216 | | 126,320 | 121,238 | 5,082 | <i>Departmental Group Health Insurance line items adjusted based on the results of the 2023 renewal. Originally budgeted with an 8% increase; actual increase will be ~2.7%. Orange highlighted cells have been updated to reflect employee changes in coverage from 2023 open enrollment period.</i> | |
| | | Finance | 01-120-52-00-5216 | Group Health Insurance | 111,222 | 107,082 | 4,140 | | |
| | | Police | 01-210-52-00-5216 | | 1,105,955 | 1,082,102 | 23,853 | | |
| | | | 01-220-52-00-5216 | | 200,882 | 205,135 | (4,253) | | |
| | | Comm Dvlp | 01-220-52-00-5222 | Group Life Insurance | 1,074 | 1,104 | (30) | | |
| | | | 01-220-52-00-5223 | Dental Insurance | 15,579 | 16,382 | (803) | | |
| | | | 01-220-52-00-5224 | Vision Insurance | 1,939 | 2,027 | (88) | | |
| | | Streets | 01-410-52-00-5216 | | 183,724 | 182,532 | 1,192 | | |
| | | Water | Water Operations | 51-510-52-00-5216 | | 247,980 | 237,470 | | 10,510 |
| | | Sewer | Sewer Operations | 52-520-52-00-5216 | Group Health Insurance | 130,102 | 124,604 | | 5,498 |
| | | Parks & Recreation | Parks | 79-790-52-00-5216 | | 270,284 | 259,426 | | 10,858 |
| | | | Recreation | 79-795-52-00-5216 | | 160,957 | 155,917 | | 5,040 |
| | | Library | Library Operations | 82-820-52-00-5216 | | 126,869 | 121,703 | | 5,166 |
| Fiscal Year Subtotal | | | | | | | \$ 66,165 | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ 285,059 | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|---|--------------------|---------------------|-----------------------|--------------------------------|------------------------|-----------------------|-------------------------------|-------------------------------|--|
| Budget Adjustment # 13 | | | | | | | | | |
| 2024 | Parks & Recreation | Park & Rec Revenues | 79-000-49-00-4901 | Transfer from General | 2,452,528 | 2,440,844 | (11,684) | <i>Proposed by Management</i> | |
| | General | Admin Services | 01-640-99-00-9979 | Transfer to Parks & Recreation | 2,452,528 | 2,440,844 | 11,684 | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2025 | Parks & Recreation | Park & Rec Revenues | 79-000-49-00-4901 | Transfer from General | 2,674,012 | 2,661,393 | (12,619) | | |
| | General | Admin Services | 01-640-99-00-9979 | Transfer to Parks & Recreation | 2,674,012 | 2,661,393 | 12,619 | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2026 | Parks & Recreation | Park & Rec Revenues | 79-000-49-00-4901 | Transfer from General | 2,753,561 | 2,739,932 | (13,629) | | |
| | General | Admin Services | 01-640-99-00-9979 | Transfer to Parks & Recreation | 2,753,561 | 2,739,932 | 13,629 | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | <i>Adjust interfund transfer from General to Parks & Recreation; target zero fund balance for Parks & Recreation Fund, per City's budgetary practice.</i> |
| 2027 | Parks & Recreation | Park & Rec Revenues | 79-000-49-00-4901 | Transfer from General | 2,805,615 | 2,790,895 | (14,720) | | |
| | General | Admin Services | 01-640-99-00-9979 | Transfer to Parks & Recreation | 2,805,615 | 2,790,895 | 14,720 | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2028 | Parks & Recreation | Park & Rec Revenues | 79-000-49-00-4901 | Transfer from General | 2,949,625 | 2,933,727 | (15,898) | | |
| | General | Admin Services | 01-640-99-00-9979 | Transfer to Parks & Recreation | 2,949,625 | 2,933,727 | 15,898 | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | \$ - | | |
| Budget Adjustment # 14 | | | | | | | | | |
| 2023 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 2,900,960 | 2,902,227 | 1,267 | <i>Proposed by Management</i> | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 2,900,960 | 2,902,227 | (1,267) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2024 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 585,473 | 603,012 | 17,539 | | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 585,473 | 603,012 | (17,539) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2025 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 332,259 | 352,567 | 20,308 | | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 332,259 | 352,567 | (20,308) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | <i>Transfer General Fund surplus to City-Wide Capital to fund future roadway projects (e.g., subdivision cluster beginning in FY 2025). Transfer amounts (highlighted in orange) adjusted from April 11th meeting, to offset insurance increases from open enrollment changes.</i> |
| 2026 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | - | 13,794 | 13,794 | | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | - | 13,794 | (13,794) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2027 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 732,200 | 758,721 | 26,521 | | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 732,200 | 758,721 | (26,521) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| 2028 | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 724,472 | 754,474 | 30,002 | | |
| | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 724,472 | 754,474 | (30,002) | | |
| <i>Fiscal Year Subtotal</i> | | | | | | | \$ - | | |
| <i>Overall Net Effect on Fund Balance</i> | | | | | | | \$ - | | |

| <u>Fiscal Year</u> | <u>Fund</u> | <u>Department</u> | <u>Account Number</u> | <u>Description</u> | <u>Original Amount</u> | <u>Revised Amount</u> | <u>Effect on Fund Balance</u> | <u>Notes</u> | |
|---|-------------------|---------------------|-----------------------|-----------------------------------|------------------------|-----------------------|-------------------------------|---|--|
| Budget Adjustment # 15 | | | | | | | | | |
| | General | Admin Services | 01-640-54-00-5450 | Informational Technology Services | 225,000 | 382,500 | (157,500) | Proposed by Management | |
| 2025 | General | Admin Services | 01-640-99-00-9923 | Transfer to City-Wide Capital | 378,889 | 221,389 | 157,500 | Adjusted to include the Admin Services portion of ERP cost of \$157,500 (70% of \$225,000) in FY 2025. Transfer to City-Wide Capital adjusted to offset the increase. | |
| | City-Wide Capital | CW Capital Revenues | 23-000-49-00-4901 | Transfer from General | 378,889 | 221,389 | (157,500) | | |
| Overall Net Effect on Fund Balance | | | | | | | \$ | (157,500) | |

Overall Effect of Proposed Budget Adjustments on Fund Balance/Fund Balance Equivalent



| | FY 2023 | | FY 2024 | | FY 2025 | | FY 2026 | | FY 2027 | | FY 2028 |
|--------------------------|-------------------------|-----------|------------------------|-----------|-------------------------|-----------|-------------------------|-----------|-------------------------|-----------|-------------------------|
| | <u>Projected</u> | | <u>Proposed</u> | | <u>Projected</u> | | <u>Projected</u> | | <u>Projected</u> | | <u>Projected</u> |
| General | \$ - | \$ | \$ - | \$ | \$ - | \$ | \$ - | \$ | \$ - | \$ | \$ - |
| Fox Hill SSA | | | | | | | | | | | |
| Sunflower SSA | | | | | | | | | | | |
| Motor Fuel Tax | | | | | | | | | | | |
| City-Wide Capital | 2,433,735 | | (1,323,199) | | (709,953) | | (759,823) | | 183,288 | | 350,376 |
| Buildings & Grounds | (8,830,182) | | 28,556,714 | | (25,015,530) | | (4,453,313) | | (259,946) | | - |
| Vehicle & Equipment | (223,138) | | (867,511) | | (230,000) | | - | | - | | - |
| Water | (595,712) | | 890,303 | | 2,147,579 | | (7,392,607) | | 2,331,422 | | (3,360,305) |
| Sewer | 1,371,562 | | 191,719 | | (629,937) | | (806,108) | | 34,478 | | 167,547 |
| Parks & Recreation | 39,263 | | (39,263) | | - | | - | | - | | - |
| Library | 11,544 | | (42,222) | | 7,659 | | 7,874 | | (2,359) | | (4,042) |
| Library Capital | | | | | | | | | | | |
| Countryside TIF | 6,372 | | 564 | | 6,675 | | (144,163) | | (133,540) | | (128,855) |
| Downtown TIF | 24,874 | | 40,143 | | 40,243 | | 40,290 | | 40,281 | | 40,213 |
| Downtown TIF II | 70,574 | | 135,000 | | 132,650 | | 137,287 | | 140,598 | | 144,157 |
| Entity-Wide Total | \$ (5,691,108) | \$ | 27,542,248 | \$ | (24,250,614) | \$ | (13,370,563) | \$ | 2,334,222 | \$ | (2,790,909) |

City Fund Balance/Fund Balance Equivalent - Adjusted



| | FY 2023 | | FY 2024 | | FY 2025 | | FY 2026 | | FY 2027 | | FY 2028 | |
|---------------------------------|------------------|-------------------|-----------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|------------------|
| | <u>Projected</u> | | <u>Proposed</u> | | <u>Projected</u> | | <u>Projected</u> | | <u>Projected</u> | | <u>Projected</u> | |
| General | \$ | 10,627,100 | \$ | 10,627,100 | \$ | 10,627,100 | \$ | 10,627,100 | \$ | 10,627,100 | \$ | 10,627,100 |
| Fox Hill SSA | | 33,077 | | (3,563) | | 6,797 | | 17,157 | | 25,789 | | 34,421 |
| Sunflower SSA | | 8,386 | | 10,746 | | 13,106 | | 15,466 | | 16,098 | | 16,730 |
| Motor Fuel Tax | | 244,583 | | 3,983 | | 1,682 | | 8,646 | | 3,097 | | - |
| City-Wide Capital | | 4,599,336 | | 3,276,137 | | 2,566,184 | | 1,806,361 | | 1,989,649 | | 2,340,025 |
| Buildings & Grounds | | 1,172,075 | | 29,728,789 | | 4,713,259 | | 259,946 | | - | | - |
| Vehicle & Equipment | | 1,168,484 | | 300,973 | | 70,973 | | 70,973 | | 70,973 | | 70,973 |
| Water | | 3,195,487 | | 4,085,790 | | 6,233,369 | | (1,159,238) | | 1,172,184 | | (2,188,121) |
| Sewer | | 2,373,052 | | 2,564,771 | | 1,934,834 | | 1,128,726 | | 1,163,204 | | 1,330,751 |
| Park & Recreation | | 39,263 | | - | | - | | - | | - | | - |
| Countryside TIF | | (1,176,443) | | (1,175,879) | | (1,169,204) | | (1,313,367) | | (1,446,907) | | (1,575,762) |
| Downtown TIF | | (1,615,054) | | (1,574,911) | | (1,534,668) | | (1,494,378) | | (1,454,097) | | (1,413,884) |
| Downtown TIF II | | <u>63,949</u> | | <u>198,949</u> | | <u>331,599</u> | | <u>468,886</u> | | <u>609,484</u> | | <u>753,641</u> |
| Adjusted City-Wide Total | \$ | 20,733,295 | \$ | 48,042,885 | \$ | 23,795,031 | \$ | 10,436,278 | \$ | 12,776,574 | \$ | 9,995,874 |

Library Fund Balance - Adjusted



| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Projected</u> | <u>Proposed</u> | <u>Projected</u> | <u>Projected</u> | <u>Projected</u> | <u>Projected</u> |
| Library | \$ 758,441 | \$ 716,219 | \$ 723,878 | \$ 731,752 | \$ 729,393 | \$ 725,351 |
| Library Capital | 234,847 | 170,497 | (77,853) | (66,203) | (244,553) | (222,903) |
| Adjusted Entity-Wide Total | \$ 993,288 | \$ 886,716 | \$ 646,025 | \$ 665,549 | \$ 484,840 | \$ 502,448 |

ORDINANCE NO. 2023-_____

**ORDINANCE APPROVING THE 2023-2024 FISCAL BUDGET
FOR THE UNITED CITY OF YORKVILLE**

WHEREAS, the Mayor and City Council of the UNITED CITY OF YORKVILLE have duly held all Public Hearings, allowed public input, and have duly considered formation of a budget for the 2023-2024 Fiscal Year; and

WHEREAS, a tentative budget was duly announced and available for examination at the City offices of the UNITED CITY OF YORKVILLE; and

WHEREAS, the Mayor and City Council of the UNITED CITY OF YORKVILLE deem it in the best interest of the City for the orderly operation thereof to pass and approve the 2023-2024 Fiscal Year Budget being submitted on April 25, 2023 at its regular City Council Meeting:

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that the 2023-2024 Budget totaling \$60,003,053 including the amounts of \$23,017,965 General Fund, \$1,240,000 Motor Fuel Tax Fund, \$2,678,788 Vehicle & Equipment Fund, \$2,845,033 Sewer Fund, \$15,373,998 Water Fund, \$4,396,994 City-Wide Capital Fund, \$4,617,909 Buildings & Grounds Fund, \$3,409,293 Parks & Recreation Fund, \$1,909,000 Library Operations Fund, \$114,500 Library Capital Fund, \$227,436 Countryside TIF Fund, \$81,857 Downtown TIF Fund, \$11,000 Downtown TIF II Fund, \$18,640 Sunflower SSA Fund, and \$60,640 Fox Hill SSA Fund is hereby adopted for the 2023-2024 Fiscal Year, as presented.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR