



## United City of Yorkville

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
www.yorkville.il.us

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, August 22, 2023**  
**7:00 p.m.**

City Hall Council Chambers  
651 Prairie Pointe Drive, Yorkville, IL

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**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:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

1. Minutes of the Regular City Council – July 25, 2023
2. Minutes of the Regular City Council – August 8, 2023
3. Bill Payments for Approval
  - \$ 1,925,024.47 (vendors)
  - \$ 368,617.41 (payroll period ending 08/04/23)
  - \$ 2,293,641.88 (total)
4. PW 2023-67 Water Reports for April – June 2023
5. PW 2023-69 Well No. 7 Rehabilitation – Change Order No. 1 – *approve Well No. 7 Rehabilitation – Change Order No. 1 and authorize the Mayor to execute*

**Mayor's Report:**

1. CC 2023-51 Ordinance Authorizing the Fifth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2022 and Ending on April 30, 2023 (Library Fund)
2. CC 2023-52 Resolution Approving an Updated Pension Funding Policy

**Mayor's Report (cont'd):**

3. CC 2023-53 2023 Website Redesign – Design Configuration Preview

**Public Works Committee Report:**

1. PW 2023-68 Well No. 7 Standby Generator - Design Engineering Agreement
2. PW 2023-70 Ordinance Amending the Yorkville City Code, Title 7, Chapter 5, Section 7-5-3A (Water Connection Fee)
3. PW 2023-71 Tandem Axle Dump Truck Purchase

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2023-11 Kendall County Petition 23-26 (1.5 Mile Review)

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor's Report (cont'd):**

4. CC 2021-04 City Buildings Updates
  - a. Budget Analysis
5. CC 2021-38 Water Study Update
  - a. WIFIA LOI Financial Projections

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

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**COMMITTEES, MEMBERS AND RESPONSIBILITIES**

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**ADMINISTRATION: September 20, 2023 – 6:00 p.m. – East Conference Room #337:**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Marek	Finance	Library
Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Koch		
Committee: Alderman Corneils		

**ECONOMIC DEVELOPMENT: September 5, 2023 – 6:00 p.m. – East Conference Room #337:**

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

**PUBLIC SAFETY: September 7, 2023 – 6:00 p.m. – East Conference Room #337:**

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

**PUBLIC WORKS: September 19, 2023 – 6:00 p.m. – East Conference Room #337:**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Koch	Public Works	Park Board
Vice-Chairman: Alderman Soling	Engineering	YBSD
Committee: Alderman Marek	Parks and Recreation	
Committee: Alderman Corneils		

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, August 22, 2023**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – July 25, 2023

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. Minutes of the Regular City Council – August 8, 2023

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. Bill Payments for Approval

Approved \_\_\_\_\_

As presented

As amended

Notes \_\_\_\_\_

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4. PW 2023-67 Water Reports for April – June 2023

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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5. PW 2023-69 Well No. 7 Rehabilitation – Change Order No. 1

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**MAYOR’S REPORT:**

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1. CC 2023-51 Ordinance Authorizing the Fifth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2022 and Ending on April 30, 2023 (Library Fund)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. CC 2023-52 Resolution Approving an Updated Pension Funding Policy

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. CC 2023-53 Website Redesign – Design Configuration Preview

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**PUBLIC WORKS COMMITTEE:**

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1. PW 2023-68 Well No. 7 Standby Generator – Design Engineering Agreement

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. PW 2023-70 Ordinance Amending the Yorkville City Code, Title 7, Chapter 7, Section 7-5-3A  
(Water Connection Fee)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. PW 2023-71 Tandem Axle Dump Truck Purchase

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**PLANNING AND ZONING COMMISSION:**

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1. PZC 2023-11 Kendall County Petition 23-26 (1.5 Mile Review)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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

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4. CC 2021-04 City Buildings Updates

a. Budget Analysis

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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5. CC 2021-38 Water Study Update  
a. WIFIA LOI Financial Projections

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – July 25, 2023

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Jori Behland Administration  
Name Department

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE ROAD ON  
TUESDAY, JULY 25, 2023**

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

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present
	Transier	Absent
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

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

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

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/81630333281?pwd=TIJybGpw311NkpEY3BTOTFVSzdzUT09>. The Zoom meeting ID was 816 3033 3281.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – June 27, 2023
2. Minutes of the Regular City Council – July 11, 2023
3. Bill Payments for Approval
  - \$ 2,757.40 (vendors – FY 23)
  - \$ 1,196,979.96 (vendors – FY 24)
  - \$ 371,196.72 (payroll period ending 07/07/2023)
  - \$ 1,570,934.08 (total)
4. **Resolution 2023-23** Approving Recommendations for Stop Signs in the Grande Reserve Subdivision – *authorize the Mayor and City Clerk to execute* (PW 2023-60)
5. **Resolution 2023-24** Approving Recommendations for No Parking on the North Side of Garden Street – *authorize the Mayor and City Clerk to execute* (PW 2023-61)
6. Corneils Road Interceptor – Change Order No. 2 (Balancing) – *approve Corneils Road Interceptor – Change Order No. 2 (Balancing) and authorize the Mayor to execute* (PW2023-62)

7. 2023 Water Main Improvements Contract B – Change Order No. 1 – *approve 2023 Water Main Improvements Contract B – Change Order No. 1 and authorize the Mayor to execute* (PW 2023-64)
8. South Central EWST Rehabilitation – Design Engineering Agreement – *authorize the Mayor and City Clerk to execute* (PW 2023-66)

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

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

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## **REPORTS**

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### **MAYOR'S REPORT**

#### **Yorkville River Fest**

Mayor Purcell shared that there was a fantastic turnout for this year's River Fest. On Saturday, a life-size Super Mario course was packed with kids. Mayor Purcell thanked the Parks and Recreation staff for putting on another great event for the City.

#### **Ordinance 2023-25**

#### **Waiving Construction Guarantee for the Kendall County New Office Building at 105 West Fox Street (CC 2023-44)**

Mayor Purcell entertained a motion to approve an Ordinance Waiving Construction Guarantee for the Kendall County New Office Building at 105 West Fox Street. So moved by Alderman Tarulis; seconded by Alderman Koch.

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

#### **Resolution 2023-25**

#### **Approving a Janitorial Professional Services Agreement with Uni-Max Management Corp. (CC 2023-45)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Janitorial Professional Services Agreement with Uni-Max Management Corp. So moved by Alderman Soling; seconded by Alderman Corneils.

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

#### **Countryside Pavilion Park Update (CC 2023-46)**

Mayor Purcell reported that the Yorkville Congregational United Church of Christ has approved the Memorandum of Understanding and agrees that the church's property will be conveyed to the City for use as a Park. This item will be at the next City Council meeting for final approval by the City.

### **PUBLIC WORKS COMMITTEE REPORT**

#### **Bright Farms – Well Modifications (PW 2023-59)**

Alderman Koch made a motion to approve Bright Farms' request to relocate the well as presented within the packet material; seconded by Alderman Marek.

Alderman Funkhouser stated he understands this is a cost-saving for Bright Farms by moving the well location. They are requesting to cap the current well and not close it. Alderman Funkhouser asked if we could put a meter on the well they no longer want to use. Alderman Soling is not in favor of the request. How do we know they will not use the well? Public Works Director Dhuse mentioned a professional company would have to come in and cap the well. The motor would be moved out of the unused well and then capped.

Motion approved by a roll call vote. Ayes-5 Nays-3  
Tarulis-aye, Soling-nay, Marek-aye, Corneils-aye,  
Koch-aye, Plocher-nay, Funkhouser-nay, Purcell-aye

**2023 Water Main Improvements Contracts A -  
Change Order No. 1  
(PW 2023-63)**

Alderman Koch made a motion to approve the 2023 Water Main Improvements Contract A – Change Order No. 1 and authorize the Mayor to execute; seconded by Alderman Soling.

Motion approved by a roll call vote. Ayes-6 Nays-0 Present-1  
Soling-aye, Marek-aye, Corneils-aye, Koch-aye,  
Plocher-present, Funkhouser-aye, Tarulis-aye

**Beaver Street Pump Station Improvements -  
Change Order No. 1 (Balancing)  
(PW 2023-65)**

Alderman Koch made a motion to approve the Beaver Street Pump Station Improvements – Change Order No. 1 (Balancing) and authorize the Mayor to execute; seconded by Alderman Marek.

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

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**National Night Out**

Parks and Recreation Director Evans reported Yorkville Police Department’s National Night Out is on Tuesday, August 1, 2023, from 5:30 pm – 7:30 pm at Riemenschneider Park (600 Hayden Drive). There will be a Teenage Mutant Ninja Turtles Meet & Greet, Cowabunga Course, Touch-A-Truck, Superhero Storytime, and pizza.

**PLANNING AND ZONING COMMISSION**

**Bristol Ridge Solar 105 & Bristol Ridge Solar Farm 106  
(PZC 2022-02 & EDC 2023-22)  
(PZC 2022-03 & EDC 2023-23)**

**a. Ordinance Approving the First Amendment to the Annexation Agreement for a Portion of the Bristol Ridge Subdivision  
(Daniel B Light)**

**b. First Amendment to the Annexation Agreement Between United City of Yorkville and Bristol Ridge, LLC  
(Bristol Ridge)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the First Amendment to the Annexation Agreement for a Portion of the Bristol Ridge Subdivision (Daniel B Light) and a First Amendment to the Agreement Between United City of Yorkville and Bristol Ridge, LLC (Bristol Ridge) and authorize the Mayor and City Clerk to execute.

No alderman motioned the Bristol Ridge Solar Farm 105 (PZC 2023-02 & EDC 2023-22) & Bristol Ridge Solar Farm 106 (PZC 2023-03 & EDC 2023-23); therefore, no vote took place on this agenda item.

**Bristol Ridge 105 – Solar Farm  
(PZC 2023-02 & EDC 2023-22)**

- a. Ordinance Approving the Rezoning to the A-1 Agricultural Zoning District of Certain Territory Generally Located at East of Cannonball Trail and North of the Burlington Northern Santa Fe Railroad Line**
- b. Ordinance Granting a Freestanding Solar Energy Systems Clearance Variance for the Property Generally Located at East of Cannonball Trail and North of the Burlington Northern Santa Fe Railroad Line**
- c. Ordinance Approving a Special Use for the Property Generally Located at East of Cannonball Trail and North of the Burlington Northern Santa Fe Railroad Line**



Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Consent Agenda #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – August 8, 2023

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Monica Cisija Administration  
Name Department

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE ROAD ON  
TUESDAY, AUGUST 8, 2023**

Mayor Purcell called the meeting to order at 7:01 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

Deputy Clerk Cisija called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Plocher	Present
	Soling	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Corneils	Present

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

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

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/89523599784?pwd=MVFpSEU0RHg2ekx4dEk1WXF4WGIBOT09>. The Zoom meeting ID was 895 2359 9784.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Mayor Purcell amended the agenda order of the presentations. Presentation #2 was heard first, then Presentation #3, and Presentation #1 was heard last.

Motion unanimously approved by a viva voce vote.

**PRESENTATIONS**

**Yorkville Education Foundation Golf  
Outing Check Presentation**

Parks and Recreation Director Evans presented a check to Shawn and Joanna of the Yorkville Education Foundation. Director Evans stated this is part of a partnership with the school district for the golf outing. Part of the funds goes back to Parks and Recreation to help with the free events done within the community. Part of the funds are also for schools and teachers. Sean thanked everyone who came out and stated that approximately \$8,500 was raised and will be used to support teachers and staff on different programs.

**Recognition of Detective Matt Ketchmark  
For Detective of the Year**

Chief of Police Jensen recognized Detective Matt Ketchmark for his Detective of the Year award. He stated that Detective Ketchmark is a 16-year veteran of the Yorkville Police Department. Detective Ketchmark started as a field training officer and moved very quickly to the detective division. He has excelled in his position. Detective Ketchmark is also on the Kendall County Task Force and has headed up the evidence unit. Chief Jensen highlighted four cases assigned to Detective Ketchmark, including the investigation of the financial exploitation of a 96-year-old elderly woman, the investigation of a domestic incident that uncovered more about the incident, the investigation of a shooting at Marketplace Apartments, and the investigation of criminal sexual assault. Detective Ketchmark was joined by his wife, Megan, and their children at the meeting. Chief Jensen also recognized several officers of the Yorkville Police Department that received the Life Saving Valor Award for the fire at the house on Georgeanna Street.

**Unified Development Ordinance – Lot Sizes Discussion**

Community Development Director Barksdale-Noble stated the purpose is to modernize and update the City codes and gave a slide presentation (see attached). Alderman Transier stated that if the market dictates this type of housing people want, it should be available to them. The Mayor, Alderman Koch, Alderman Tarulis, Alderman Soling, Alderman Plocher, and Alderman Marek are not in favor and do not support smaller lots. Concerns included high tax complaints, and smaller lots would equate to more kids in schools, and practicality for utilities. Alderman Corneils asked why do we need to shrink lot sizes. Alderman Funkhouser supports them and made comparisons to Aurora, Plainfield, and Oswego. He further stated that we are not out of line. The Committee wanted to provide housing opportunities for Yorkville as it is a bedroom community and single-family detached. Smaller lots are where the trend is going, and it has been for the past 10 years.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Bill Payments for Approval
  - \$ 480,782.69 (vendors)
  - \$ 157,180.88 (wire payments)
  - \$ 405,585.10 (payroll period ending 07/21/23)
  - \$ 1,043,548.67 (total)

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

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

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**REPORTS**

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**MAYOR'S REPORT**

**Resolution 2023-26**

**Approving a Memorandum of Understanding with Yorkville  
Congregational United Church of Christ  
(CC 2023-46)**

Mayor Purcell entertained a motion to approve a Resolution Approving a Memorandum of Understanding with Yorkville Congregational United Church of Christ. So moved by Alderman Tarulis; seconded by Alderman Soling.

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

**Disposal of Police Department Vehicles  
(CC 2023-47)**

Mayor Purcell entertained a motion to authorize staff to dispose of the Police Department's 2015 Chevy Impala and 2015 Chevrolet Tahoe through Auto Smart of Oswego by auction or on consignment. So moved by Alderman Koch; seconded by Alderman Marek.

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

**Resolution 2023-27**

**Approving the Continuation of the Services of  
Imperial Service Systems, Inc.  
(CC 2022-48)**

Mayor Purcell entertained a motion to approve a Resolution Approving the Continuation of the Services of Imperial Service Systems, Inc. So moved by Alderman Soling; seconded by Alderman Transier.

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

**Green Door Nexus – Text Amendment Discussion**  
(CC 2023-49)

Community Development Director Barksdale-Noble reported that the text amendment would identify data centers, cold storage, and battery use. Green Door wants to be more explicit in the zoning ordinance. Alderman Funkhouser is in favor of development but has slight reservations about outright allowing the three uses in the manufacturing district. Alderman Plocher has no reservations and does not see much water being used.

**Kendall County Petition 23-26 – 1.5 Mile Review Discussion**  
(CC 2023-50)

Community Development Director Barksdale-Noble reported that Milroy Farms is looking to extend its special use permit within the county that was approved for a compost facility. The current use is expiring in December 2023. Kendall County had concerns about the enforcement of odor. This agenda item is being presented to the Planning and Zoning Commission at the August 9, 2023, meeting.

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**National Night Out**

Parks and Recreation Director Evans thanked everyone for attending the Yorkville Police Department's National Night Out event. The turnout was great, the kids were having fun, and 800 slices of pizza was consumed.

**Movies Under the Stars**

On Thursday, August 10, 2023, there is an outdoor movie night with the Village of Oswego. The movie will occur at Venue 1012 (1012 Station Drive, Oswego, IL).

**Yorkville Hometown Days Festival**

Yorkville's Hometown Days Festival is Thursday, August 31<sup>st</sup> through Sunday, September 3<sup>rd</sup> at the Beecher Community Park (908 Game Farm Road).

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

Alderman Transier reported he had received many phone calls and emails regarding the storm damage in the older part of town.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

Alderman Funkhouser discussed an emergency purchase that is necessary for KenCom. The power system went down, and there was an issue with the backup system. The expense is unexpected, but KenCom is fronting the cost and is splitting the cost with the County Board. KenCom uses approximately 85% of the operations of the equipment. The issue will not be remedied for about 4 to 5 months because of the time it takes to get the equipment.

**STAFF REPORT**

No report.

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

**City Building Updates**  
(CC 2022-04)

No update.

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

No update.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:14 p.m.

Minutes submitted by:

Monica Cisija,  
Deputy Clerk, City of Yorkville, Illinois



UNITED CITY OF YORKVILLE

# UNIFIED DEVELOPMENT ORDINANCE

## PROPOSED RESIDENTIAL DENSITY DISCUSSION

August 8, 2023  
City Council Meeting

# Unified Development Ordinance

## Purpose

- Increase ease of use and by right development
- Modernize and update codes
- Add visual components to the code
- Smartcode ease of access
- Address common issues and complaints
- Reduce/eliminate non-conformities

## Current Code

### CHAPTER 4 - ZONING ADMINISTRATION AND ENFORCEMENT

#### 10-4-1 - Organization:

A. Implementing and administering the primary responsibility for implementing and administering this title is hereby vested in the following bodies:

1. Zoning Administrator;
2. Zoning Officer;
3. Plan Council;
4. Plan Commission;
5. Zoning Board of Appeals;
6. City Council;

B. Authority and administrative functions: This chapter shall first set out the authority of each of the designated administrative bodies, and then describe the procedures and substantive standards with respect to the following administrative functions:

1. Issuance of building permits and certificates of occupancy;
2. Plan review;
3. Variations;
4. Appeals;
5. Special uses;
6. Amendments;
7. Allowances;
8. Fees and penalties;

(Ord. 2014-70, 11-20-2014)

#### 10-4-2 - Administration:

A. Zoning administrator: The Director of the Department of Community Development shall be the Zoning Administrator. Acting in this capacity, the Director of the Department of Community Development shall administer the provisions of this title.

B. Duties: The Zoning Administrator is duly appointed and shall enforce the zoning regulations in addition thereto, and in furtherance of such authority, shall:

1. Issue all nonconforming structure and use;
2. Forward to the Plan Commission applications for amendments to the zoning title text or map, special uses and county mile and one-half reviews;
3. Forward to the Zoning Board of Appeals applications for appeals and variances;
4. Forward applications, information and record information to the Plan Council in all cases which require plan review as defined in section 10-4-4 of this chapter, and as required in specific zoning districts under the provisions of this title;
5. Interpret the zoning regulations when questions arise, including:
  - a. Determine which uses, though not contained by name in a zoning district list of permitted uses, are of the same general character and permit their establishment;
  - b. Determine the zoning or zoning district of a use which is not contained by name in a zoning or zoning title;
  - c. Maintain permanent and current records of the zoning ordinance, including, but not limited to, all maps, amendments, variations, appeals and publications thereof;
7. Assist in providing public information relative to all matter pertaining to this title and open records for public inspection, as deemed required by law;
8. Initiate, direct, and review, from time to time, a study of the provisions of this title and administrative reports of violations and appeals and make reports of such recommendations to the City Administrator and the appropriate board of commission;
9. Administer the comprehensive plan and make other reports of provisions which pertain to building and site design being the consideration such factors as contextual appropriateness, consistency with the city's general policies, and community need or benefit;
10. Delegate other duties as may be placed upon him/her by this title.

(Ord. 2014-70, 11-20-2014)

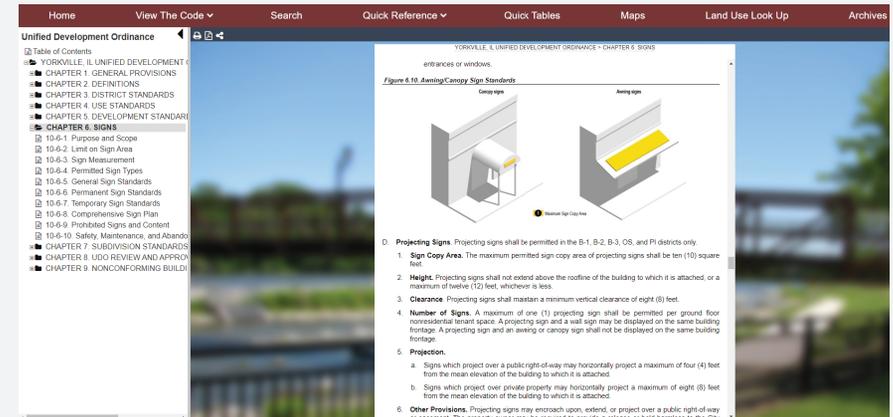
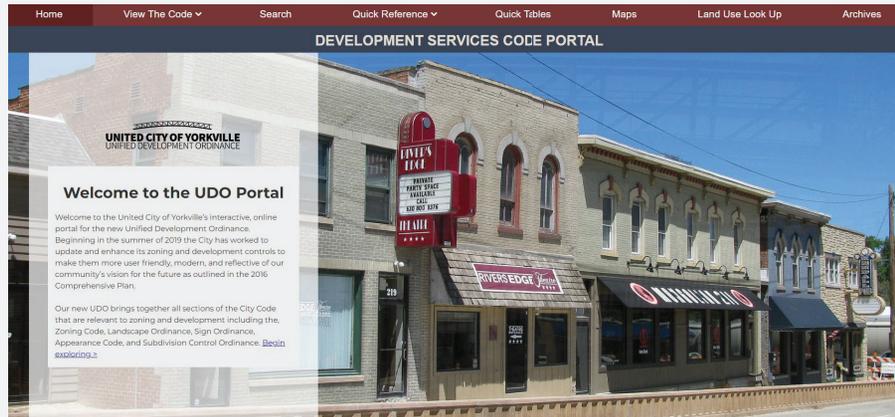
#### 10-4-3 - Enforcement:

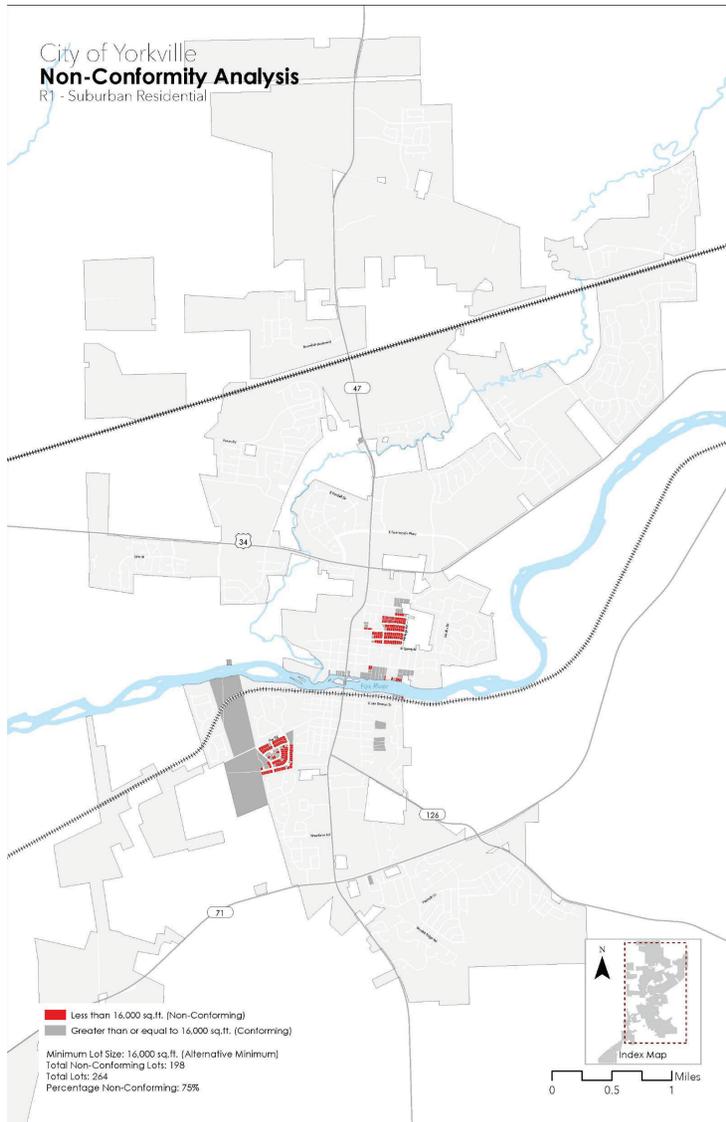
A. Zoning officer: The Chief Building Code Official, hereinafter referred to as the "officer," is designated as the Zoning Officer of the City.

B. Duties: The Zoning Officer shall, with the exception of those powers and duties otherwise authorized, be responsible for enforcing this title. Said officer shall have the power and shall see that the provisions of this title are properly enforced and in furtherance of such authority, shall:

1. Issue all certificates of use and occupancy and maintain records thereof;

## Future Code





### R1 District

The R1 District is Yorkville’s lowest density single-family detached zoning district with a minimum lot area requirement of 18,000 square feet and minimum lot width requirement of 100 feet. The nonconformities analysis revealed that 220 of the 264 total lots, or 83 percent, are less than the minimum lot area requirement and therefore nonconforming; and 174 lots, or 72 percent, are less than the minimum lot width requirements and therefore nonconforming. To understand what minimums would be most appropriate for the district, alternative minimums were tested. The results of that test are included in the tables below and illustrated in the attached maps.

Alternative Lot Area Minimum	Number of Nonconforming Parcels	Percent of Nonconforming Parcels
16,000 square feet	198	75%
14,000 square feet	160	61%
12,000 square feet	56	22%
11,000 square feet	32	12%

Alternative Lot Width Minimum	Number of Nonconforming Parcels	Percent of Nonconforming Parcels
90 feet	174	66%
80 feet	92	35%
70 feet	57	22%

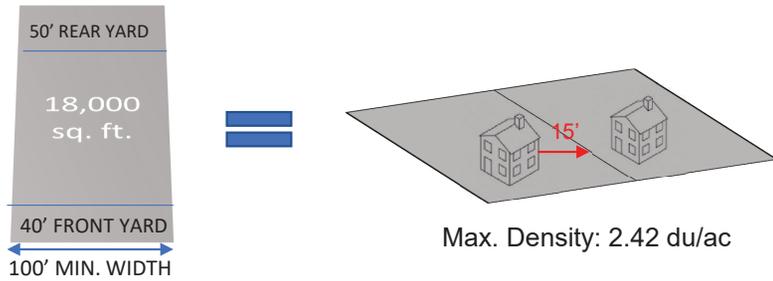
Based on this analysis, **it is recommended that Yorkville revise the lot area minimum for the R1 District to 12,000 square feet.** A 12,000 square foot lot area minimum will eliminate 61 percent of the existing lot area nonconformities and establish a standard for any new development in the district that is more typical and easier to develop than an 11,000 square foot lot area. Additionally, **it is recommended that Yorkville revise its lot width minimum for the R1 District to 70 feet.**

R-1 Max. Density = 2.42 du/ac current vs. 3.63 du/ac proposed

# Unified Development Ordinance

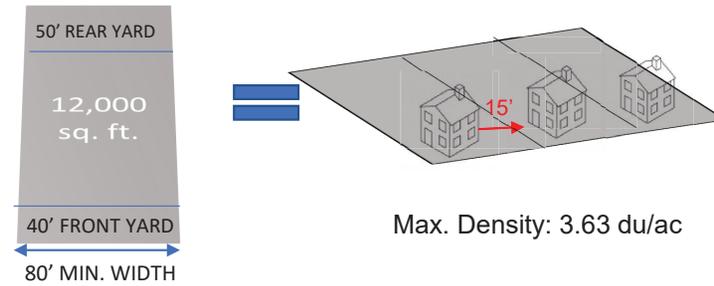
## R-1 Density Regulations

### R-1 CURRENT ZONING



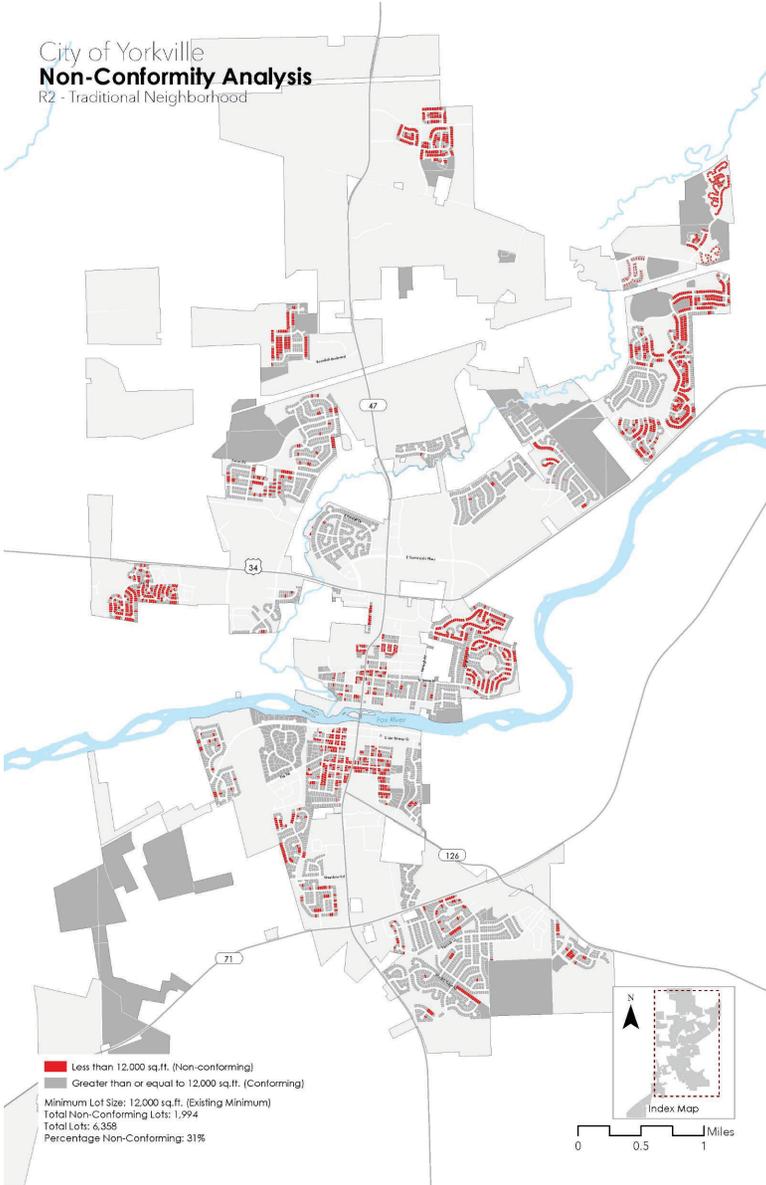
Example: Salek Subdivision

### R-1 PROPOSED ZONING



Example: Autumn Creek Subdivision

City of Yorkville  
**Non-Conformity Analysis**  
 R2 - Traditional Neighborhood



**R2 District**

The R2 District is Yorkville’s highest density single-family detached zoning district with a minimum lot area requirement of 12,000 square feet and minimum lot width requirement of 80 feet. The nonconformities analysis revealed that 1,994 of the 6,358 total lots, or 31 percent, are less than the minimum lot width requirement and therefore nonconforming; and 2,651 lots, or 42 percent, are less than the minimum lot area requirements and therefore nonconforming. To understand what minimums would be most appropriate for the district, alternative minimums were tested. The results of that test are included in the tables below and illustrated in the attached maps.

Alternative Lot Area Minimum	Number of Nonconforming Parcels	Percent of Nonconforming Parcels
10,000 square feet	796	13%
8,000 square feet	442	7%

Alternative Lot Width Minimum	Number of Nonconforming Parcels	Percent of Nonconforming Parcels
70 feet	1,469	23%
60 feet	1,042	17%

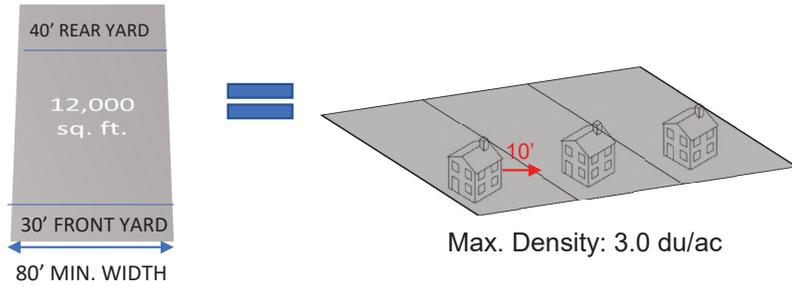
The analysis revealed that a more appropriate lot area minimum is 10,000 square feet since it will eliminate 18 percent of the existing nonconformities and only allow for development that is in keeping with the character of the community. The analysis also revealed that a more fitting lot width minimum is either 70 feet or 60 feet.

Based on this analysis, **it is recommended that Yorkville revise the lot area minimum for the R2 District to 10,000 square feet and revise its lot width minimum to 70 feet.**

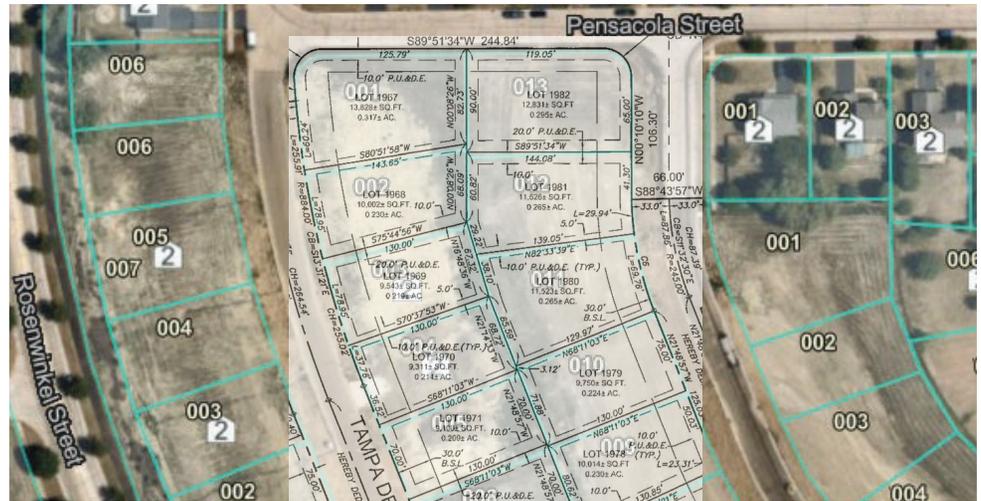
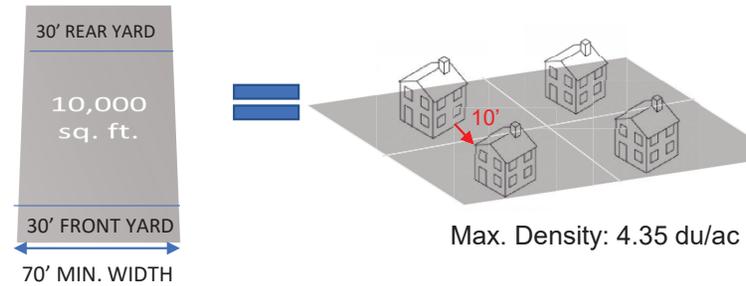
R-2 Max. Density = 3 du/ac current vs. 4.35 du/ac proposed

# Unified Development Ordinance R-2 Density Regulations

## R-2 CURRENT ZONING



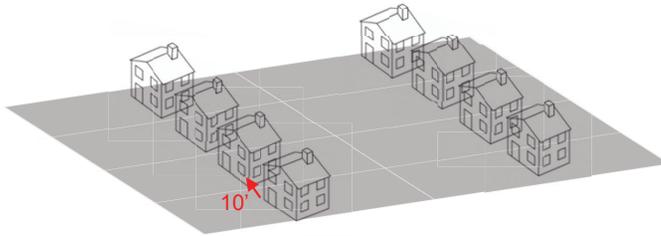
## R-2 PROPOSED ZONING



Unified Development Ordinance

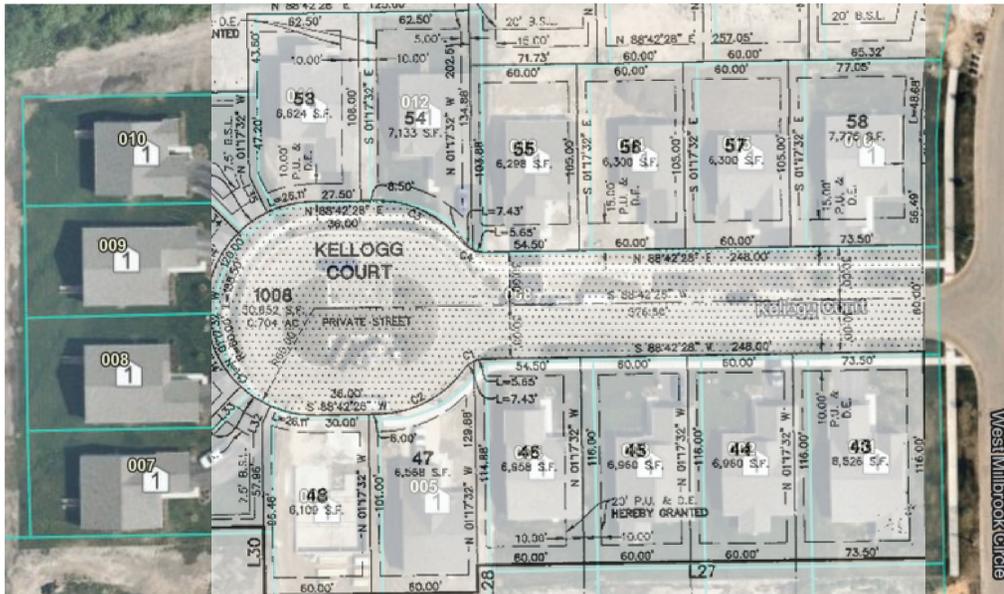
# Proposed Density Regulations

## R-2A ZONING



Max. Density: 7.26 du/ac

- Creates New District – R-2A
- Establishes by-right district of smaller lot size/width



Example: Grande Reserve Subdivision



Example: Heartland Meadows Subdivision

# Proposed Density Regulations

## DISCUSSION:

- Consideration of proposed R-2A District be outright permitted or for age-restricted developments only?
- Should current density for all other districts remain?

UNITED CITY OF YORKVILLE

**UNIFIED DEVELOPMENT ORDINANCE**



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

Agenda Item Number

Consent Agenda #3

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – August 22, 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:

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

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131219	KCR	KENDALL COUNTY RECORDER'S			07/19/23		
	145671	07/19/23	01	BRIGHT FARMS PLATS		52-520-54-00-5462	182.00
			02	RIVERWALK GRANT OF EASEMENT		01-110-54-00-5448	91.00
			03	ART GRANT OF EASEMENT		01-110-54-00-5448	91.00
			04	2023 WATER MAIN IMPROVEMENTS		51-510-54-00-5462	91.00
			05	GRANT OF EASEMENT		** COMMENT **	
				INVOICE TOTAL:			455.00 *
				CHECK TOTAL:			455.00
				TOTAL AMOUNT PAID:			455.00

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

CHECK DATE: 08/02/23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
539118	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1858017001-071723		07/17/23	01	2023A BOND ACCEPTANCE FEE	51-510-54-00-5402	475.00
				02	2023A BOND ANNUAL FEE	51-510-54-00-5498	475.00
					INVOICE TOTAL:		950.00 *
					CHECK TOTAL:		950.00
539119	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	072023-2023A		07/20/23	01	2023A BOND CLOSING COSTS	51-510-54-00-5402	15,000.00
					INVOICE TOTAL:		15,000.00 *
					CHECK TOTAL:		15,000.00
539120	SAULEWIN	SAUL EWING ARNSTEIN & LEHR					
	072023-2023A		07/20/23	01	2023A BOND CLOSING COSTS	51-510-54-00-5402	30,000.00
					INVOICE TOTAL:		30,000.00 *
					CHECK TOTAL:		30,000.00
539121	SPEER	SPEER FINANCIAL, INC.					
	63-23		07/19/23	01	2023A BOND ISSUANCE SERVICES	51-510-54-00-5402	29,062.50
					INVOICE TOTAL:		29,062.50 *
					CHECK TOTAL:		29,062.50
539122	STANPOOR	STANDARD & POORS RATING SERV					
	11457227		06/29/23	01	2023A BOND ANALYTICAL SERVICES	51-510-54-00-5402	18,500.00
					INVOICE TOTAL:		18,500.00 *
					CHECK TOTAL:		18,500.00
					TOTAL AMOUNT PAID:		93,512.50

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

DATE: 08/14/23  
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UNITED CITY OF YORKVILLE  
 CHECK REGISTER

INVOICES DUE ON/BEFORE 08/22/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539123	7THHEAVE 2023 HTD	RICHARD HOFHERR 07/20/23	01	2023 HOMETOWN DAYS BAND	79-795-56-00-5602		4,500.00
						INVOICE TOTAL:	4,500.00 *
					CHECK TOTAL:		4,500.00
539124	AACVB	AURORA AREA CONVENTION					
	05/23-HOLIDAY	07/31/23	01	MAY 2023 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		6,880.21
						INVOICE TOTAL:	6,880.21 *
	06/23-HAMPTON	07/31/23	01	JUN 2023 HAMPTON HOTEL TAX	01-640-54-00-5481		5,889.66
						INVOICE TOTAL:	5,889.66 *
	06/23-HOLIDAY	07/31/23	01	JUN 2023 HOLIDAY INN HOTEL TAX	01-640-54-00-5481		7,483.34
						INVOICE TOTAL:	7,483.34 *
	06/23-SUPER	07/31/23	01	JUN 2023 SUPER 8 HOTEL TAX	01-640-54-00-5481		2,060.82
						INVOICE TOTAL:	2,060.82 *
	08/23-ALL	08/08/23	01	JUL 2023 ALL SEASON HOTEL TAX	01-640-54-00-5481		59.32
						INVOICE TOTAL:	59.32 *
					CHECK TOTAL:		22,373.35
539125	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	234029	07/26/23	01	SUMMER I 2023 INSTRUCTION	79-795-54-00-5462		9,163.00
						INVOICE TOTAL:	9,163.00 *
					CHECK TOTAL:		9,163.00
539126	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1855427001-080123	08/01/23	01	BOND SEREIS 2014A	23-230-54-00-5498		475.00

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539126	AMALGAMA	AMALGAMATED BANK OF CHICAGO						
	1855427001-080123	08/01/23	02	08/01/23-07/31/24 ADMIN FEE	** COMMENT **			
					INVOICE TOTAL:		475.00 *	
	1855429009-080123	08/01/23	01	BOND 2014C ADMIN FEE	51-510-54-00-5498		475.00	
					INVOICE TOTAL:		475.00 *	
	1857544005-050123	05/01/23	01	BOND SERIES 2021 REGISTRAR &	24-216-54-00-5498		475.00	
			02	PAYING AGENT	** COMMENT **			
					INVOICE TOTAL:		475.00 *	
					CHECK TOTAL:		1,425.00	
D003078	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	SEPT 2023	08/01/23	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00	
			02	ASSISTANCE PROGRAM RENT	** COMMENT **			
			03	REIMBURSEMENT FOR SEPT 2023	** COMMENT **			
					INVOICE TOTAL:		946.00 *	
					DIRECT DEPOSIT TOTAL:		946.00	
539127	ATT	AT&T						
	6305536805-0723	07/25/23	01	07/25-08/24 RIVERFRONT PARK	79-795-54-00-5440		121.71	
					INVOICE TOTAL:		121.71 *	
					CHECK TOTAL:		121.71	
539128	BATTERY S	BATTERY SERVICE CORPORATION						
	0101317	07/27/23	01	BATTERIES	01-410-56-00-5628		126.06	
					INVOICE TOTAL:		126.06 *	
					CHECK TOTAL:		126.06	

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539129	BDKDOOR	BDK DOOR					
	805066534	06/29/23	01	DOOR CABLE REPAIR	79-790-54-00-5495		400.00
						INVOICE TOTAL:	400.00 *
						CHECK TOTAL:	400.00
539130	BKFD	BRISTOL KENDALL FIRE DEPART.					
	073123-LC	08/01/23	01	MAY-JULY 2023 DEVELOPMENT FEES	95-000-24-00-2452		77,500.00
						INVOICE TOTAL:	77,500.00 *
						CHECK TOTAL:	77,500.00
539131	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43482	07/03/23	01	PAPER TOWEL. GARBAGE BAGS	24-216-56-00-5656		490.92
						INVOICE TOTAL:	490.92 *
	43489	07/11/23	01	PAPER TOWEL, SOAP DISPENSER	79-790-56-00-5620		108.54
						INVOICE TOTAL:	108.54 *
	43509	07/31/23	01	PAPER TOWEL	52-520-56-00-5620		108.54
						INVOICE TOTAL:	108.54 *
	43510	07/31/23	01	PAPER TOWEL, GARBAGE BAGS, DISH	24-216-56-00-5656		395.15
			02	SOAP	** COMMENT **		
						INVOICE TOTAL:	395.15 *
						CHECK TOTAL:	1,103.15
539132	COMED	COMMONWEALTH EDISON					
	0091033126-0723	07/28/23	01	06/28-07/28 RT34 & AUTUMN CRK	23-230-54-00-5482		176.57
						INVOICE TOTAL:	176.57 *
	0435057364-0723	07/25/23	01	06/23-0725 RT126 & SCHOOLHOUSE	23-230-54-00-5482		88.59
						INVOICE TOTAL:	88.59 *

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539132	COMED	COMMONWEALTH EDISON					
	1647065335-0723	07/28/23	01	06/28-07/28 SARAVANOS PUMP	52-520-54-00-5480		42.74
						INVOICE TOTAL:	42.74 *
	2947052031-0723	07/27/23	01	06/27-07/27 RT47 & RIVER	23-230-54-00-5482		298.19
						INVOICE TOTAL:	298.19 *
	7110074020-0723	07/26/23	01	06/26-07/26 104 E VAN EMMON	01-110-54-00-5480		502.13
						INVOICE TOTAL:	502.13 *
	7982120022-0723	07/27/23	01	06/27-07/27 609 N BRIDGE	23-230-54-00-5482		16.18
						INVOICE TOTAL:	16.18 *
					CHECK TOTAL:		1,124.40
539133	COREMAIN	CORE & MAIN LP					
	T289675	07/28/23	01	510M METERS, METER CPLG	51-510-56-00-5664		470.99
						INVOICE TOTAL:	470.99 *
	T294997	07/28/23	01	METER WIRE	51-510-56-00-5664		348.32
						INVOICE TOTAL:	348.32 *
					CHECK TOTAL:		819.31
539134	COXLAND	COX LANDSCAPING LLC					
	192196	08/02/23	01	JULY 2023 FOX HILL MOWING	11-111-54-00-5495		1,058.00
						INVOICE TOTAL:	1,058.00 *
	192197	08/02/23	01	JUL 2023 SUNFLOWER MOWING	12-112-54-00-5495		1,000.00
						INVOICE TOTAL:	1,000.00 *
					CHECK TOTAL:		2,058.00
539135	DIRENRGY	DIRECT ENERGY BUSINESS					

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

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539135	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704705-232120052242	07/31/23	01	06/26-07/25 KENNEDY & MCHUGH	23-230-54-00-5482		75.58	
						INVOICE TOTAL:	75.58 *	
	1704708-232130052249	08/01/23	01	06/27-06/26 1850 MARKETVIEW	23-230-54-00-5482		67.83	
						INVOICE TOTAL:	67.83 *	
	1704709-232130052249	08/01/23	01	06/27-07/26 7 COUNTRYSIDE PKWY	23-230-54-00-5482		109.67	
						INVOICE TOTAL:	109.67 *	
	1704710-232090052230	07/28/23	01	06/26-07/25 VAN EMMON LOT	01-110-54-00-5480		14.27	
						INVOICE TOTAL:	14.27 *	
	1704712-232080052218	07/27/23	01	06/20-07/20 420 POPLAR LITE	23-230-54-00-5482		4,694.71	
						INVOICE TOTAL:	4,694.71 *	
	1704714-232130052249	08/01/23	01	06/27-07/26 MCHUGH RD	23-230-54-00-5482		76.02	
						INVOICE TOTAL:	76.02 *	
	1704715-232060052197	07/25/23	01	06/20-07/20 998 WHITE PLAINS	23-230-54-00-5482		8.30	
						INVOICE TOTAL:	8.30 *	
	1704716-232130052249	08/01/23	01	06/27-07/27 1 COUNTRYSIDE PKWY	23-230-54-00-5482		99.31	
						INVOICE TOTAL:	99.31 *	
	1704719-232140052257	08/02/23	01	06/22-07/24 LEASURE & SUNSET	23-230-54-00-5482		4,554.12	
						INVOICE TOTAL:	4,554.12 *	
	1704721-232130052249	08/01/23	01	06/27-07/26 610 TOWER WELLS	51-510-54-00-5480		7,674.27	
						INVOICE TOTAL:	7,674.27 *	
	1704723-232150052265	08/03/23	01	06/26-07/30 2224 TREMONT	51-510-54-00-5480		8,716.21	
						INVOICE TOTAL:	8,716.21 *	
	1704724-232050052190	07/24/23	01	06/15-07/19 3299 LEHMAN CR	51-510-54-00-5480		12,193.17	
						INVOICE TOTAL:	12,193.17 *	
						CHECK TOTAL:	38,283.46	

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

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539136	DORNER	DORNER PRODUCTS, INC					
	506816	07/21/23	01	VALVE POSITION INDICATOR	51-510-56-00-5638		272.28
						INVOICE TOTAL:	272.28 *
					CHECK TOTAL:		272.28
539137	DRHCAMBR	DR HORTON-MIDWEST					
	3736 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
						INVOICE TOTAL:	7,500.00 *
	3738 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3742 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3744 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3746 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3748 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
						INVOICE TOTAL:	7,500.00 *
	3754 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3756 BISSEL	08/04/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
					CHECK TOTAL:		45,000.00
539138	DYNEGY	DYNEGY ENERGY SERVICES					

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

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539138	DYNEGY	DYNEGY ENERGY SERVICES						
	386643523041	04/28/23	01	02/28-03/28 420 FAIRHAVEN	52-520-54-00-5480		104.98	
			02	03/01/03/29 6780 RT47	51-510-54-00-5480		94.31	
			03	03/28-04/25 456 KENNEDY	51-510-54-00-5480		115.55	
			04	03/14-04/11 4600 N BRIDGE	51-510-54-00-5480		69.20	
			05	03/27-04/24 1106 PRAIRIE CR	52-520-54-00-5480		108.15	
			06	03/28-04/25 301 E HYDRAULIC	79-795-54-00-5480		45.01	
			07	03/02-03/30 FOXHILL 7 LIFT	52-520-54-00-5480		72.70	
			08	03/27-04/24 872 PRAIRIE CR	79-795-54-00-5480		68.50	
			09	03/14-04/11 9257 GALENA PARK	79-795-54-00-5480		35.23	
			10	03/28-04/25 101 BRUELL ST	52-520-54-00-5480		295.15	
			11	03/27-04/24 1908 RAINTREE	51-510-54-00-5480		487.60	
			12	03/28-04/25 PRESTWICK LIFT	52-520-54-00-5480		109.27	
			13	03/28-04/25 1991 CANNONBALL TR	51-510-54-00-5480		195.21	
			14	02/28-03/28 610 TOWER	51-510-54-00-5480		199.92	
			15	03/28-04/25 276 WINDHAM CR	52-520-54-00-5480		132.03	
			16	03/28-04/25 133 E HYDRAULIC	79-795-54-00-5480		86.84	
			17	02/28-03/28 1975 BRIDGE LIFT	52-520-54-00-5480		394.50	
						INVOICE TOTAL:	2,614.15 *	
	386643523071	08/02/23	01	05/26-06/26 420 FAIRHAVEN	52-520-54-00-5480		103.69	
			02	05/30-06/27 6780 RT47	51-510-54-00-5480		31.90	
			03	06/26-07/25 456 KENNEDY	51-510-54-00-5480		51.44	
			04	06/12-07/11 4600 N BRIDGE	51-510-54-00-5480		33.46	
			05	06/26-07/27 1106 PRAIRIE CR	52-520-54-00-5480		154.79	
			06	06/26-07/25 301 E HYDRAULIC	79-795-54-00-5480		46.36	
			07	05/31-06/28 FOXHILL 7 LIFT	52-520-54-00-5480		66.54	
			08	06/23-07/24 872 PRAIRIE CR	79-795-54-00-5480		85.05	
			09	06/12-07/11 9257 GALENA PARK	79-795-54-00-5480		39.84	
			10	05/26-06/26 101 BRUELL ST	52-520-54-00-5480		269.04	
			11	06/26-07/24 1908 RAINTREE	51-510-54-00-5480		140.19	
			12	06/26-07/30 PRESTWICK LIFT	52-520-54-00-5480		167.59	
			13	06/26-07/25 1991 CANNONBAL TR	51-510-54-00-5480		130.53	
			14	05/26-06/26 610 TOWER	51-510-54-00-5480		126.80	
			15	06/26-07/25 276 WINDHAM LIFT	52-520-54-00-5480		178.36	

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

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539138	DYNEGY	DYNEGY ENERGY SERVICES						
	386643523071	08/02/23	16	06/26-07/25 133 E HYDRAULIC	79-795-54-00-5480		205.06	
			17	05/26-06/26 1975 BRIDGE LIFT	52-520-54-00-5480		214.24	
						INVOICE TOTAL:	2,044.88 *	
					CHECK TOTAL:		4,659.03	
539139	EEI	ENGINEERING ENTERPRISES, INC.						
	77700	07/28/23	01	TRAFFIC CONTROL SIGNAGE AND	01-640-54-00-5465		2,030.00	
			02	MARKINGS	** COMMENT **			
						INVOICE TOTAL:	2,030.00 *	
	77701	07/28/23	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		860.50	
						INVOICE TOTAL:	860.50 *	
	77702	07/28/23	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		871.50	
						INVOICE TOTAL:	871.50 *	
	77703	07/28/23	01	PRESTWICK	01-640-54-00-5465		537.75	
						INVOICE TOTAL:	537.75 *	
	77704	07/28/23	01	HEARTLAND MEADOWS	90-064-64-00-0111		102.00	
						INVOICE TOTAL:	102.00 *	
	77705	07/28/23	01	WELL #7 REHAB	51-510-60-00-6022		8,118.00	
						INVOICE TOTAL:	8,118.00 *	
	77706	07/28/23	01	GRANDE RESERVE - UNIT 23	01-640-54-00-5465		119.50	
						INVOICE TOTAL:	119.50 *	
	77707	07/28/23	01	WINDETT RIDGE - UNIT 2	90-048-48-00-0111		1,752.75	
						INVOICE TOTAL:	1,752.75 *	
	77708	07/28/23	01	GRANDE RESERVE - UNIT 7	01-640-54-00-5465		81.00	
						INVOICE TOTAL:	81.00 *	

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

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539139	EEI	ENGINEERING ENTERPRISES, INC.						
	77709	07/28/23	01	GRANDE RESERVE - UNITS 13 & 14	01-640-54-00-5465		119.50	
						INVOICE TOTAL:	119.50 *	
	77710	07/28/23	01	GRANDE RESERVE - UNIT 9	01-640-54-00-5465		183.75	
						INVOICE TOTAL:	183.75 *	
	77711	07/28/23	01	BRIGHT FARMS	90-173-00-00-0111		2,361.00	
						INVOICE TOTAL:	2,361.00 *	
	77712	07/28/23	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		6,164.75	
						INVOICE TOTAL:	6,164.75 *	
	77713	07/28/23	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		938.50	
						INVOICE TOTAL:	938.50 *	
						CHECK TOTAL:	24,240.50	
539140	EEI	ENGINEERING ENTERPRISES, INC.						
	77714	07/28/23	01	CORNEILS RD INTERCEPTOR SEWER	52-520-60-00-6092		15,553.50	
						INVOICE TOTAL:	15,553.50 *	
						CHECK TOTAL:	15,553.50	
539141	EEI	ENGINEERING ENTERPRISES, INC.						
	77715	07/28/23	01	BRISTOL BAY UNIT 13	90-179-00-00-0111		433.50	
						INVOICE TOTAL:	433.50 *	
	77716	07/28/23	01	GREEN DOOR LINCOLN PRAIRIE	90-191-00-00-0111		2,858.00	
						INVOICE TOTAL:	2,858.00 *	
	77717	07/28/23	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		44,884.00	
						INVOICE TOTAL:	44,884.00 *	

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

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539141	EEI	ENGINEERING ENTERPRISES, INC.						
	77718	07/28/23	01	KENNEDY RD & FREEDOM PLACE	23-230-60-00-6087		228.00	
			02	INTERSECTION IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		228.00 *	
	77719	07/28/23	01	CALEDONIA UNIT 3	90-188-00-00-0111		1,098.75	
					INVOICE TOTAL:		1,098.75 *	
	77720	07/28/23	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		4,758.00	
					INVOICE TOTAL:		4,758.00 *	
	77721	07/28/23	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		2,272.00	
					INVOICE TOTAL:		2,272.00 *	
	77722	07/28/23	01	STATION 1 BBQ	90-185-00-00-0111		567.00	
					INVOICE TOTAL:		567.00 *	
	77723	07/28/23	01	GRANDE RESERVE - UNIT 4	01-640-54-00-5465		132.75	
					INVOICE TOTAL:		132.75 *	
	77724	07/28/23	01	GRANDE RESERVE - UNIT 6	01-640-54-00-5465		132.75	
					INVOICE TOTAL:		132.75 *	
	77725	07/28/23	01	LAKE MICHIGAN	51-510-60-00-6011		23,098.91	
			02	CONNECTION-PRELIMINARY	** COMMENT **			
			03	ENGINEERING	** COMMENT **			
					INVOICE TOTAL:		23,098.91 *	
	77726	07/28/23	01	BASELINE RD IMPROVEMENTS	23-230-60-00-6071		16,844.50	
					INVOICE TOTAL:		16,844.50 *	
	77727	07/28/23	01	2023 ROAD PROGRAM	23-230-60-00-6025		12,170.77	
					INVOICE TOTAL:		12,170.77 *	
	77728	07/28/23	01	RESTORE CHURCH-PARKING LOT	90-121-00-00-0111		132.75	

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

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539141	EEI			ENGINEERING ENTERPRISES, INC.			
	77728	07/28/23	02	EXPANSION	** COMMENT **		
					INVOICE TOTAL:		132.75 *
	77729	07/28/23	01	YORKVILLE SOURCE WATER	01-640-54-00-5465		3,602.24
			02	PROTECTION PLAN	** COMMENT **		
					INVOICE TOTAL:		3,602.24 *
	77730	07/28/23	01	GAWNE LANE IMPROVEMENTS	01-640-54-00-5465		561.00
					INVOICE TOTAL:		561.00 *
	77731	07/28/23	01	BOWMAN SUBDIVISION	90-194-00-00-0011		227.00
					INVOICE TOTAL:		227.00 *
	77732	07/28/23	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		1,819.00
					INVOICE TOTAL:		1,819.00 *
	77733	07/28/23	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		542.25
					INVOICE TOTAL:		542.25 *
	77734	07/28/23	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
	77735	07/28/23	01	2023 SANITARY SEWER LINING	52-520-60-00-6025		18,041.76
					INVOICE TOTAL:		18,041.76 *
	77736	07/28/23	01	YORKVILLE HIGH SCHOOL STADIUM	01-640-54-00-5465		302.50
			02	PROJECT	** COMMENT **		
					INVOICE TOTAL:		302.50 *
	77737	07/28/23	01	LAKE MICHIGAN - WIFIA LOI	51-510-60-00-6011		3,432.50
					INVOICE TOTAL:		3,432.50 *
	77738	07/28/23	01	SCOOTERS COFFEE	90-204-00-00-0111		426.50
					INVOICE TOTAL:		426.50 *

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

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539141	EEI	ENGINEERING ENTERPRISES, INC.						
	77739	07/28/23	01	CITY HALL-800 GAME FARM RD	01-640-54-00-5465		567.50	
						INVOICE TOTAL:	567.50 *	
	77740	07/28/23	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		1,720.70	
						INVOICE TOTAL:	1,720.70 *	
	77741	07/28/23	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		15,159.33	
						INVOICE TOTAL:	15,159.33 *	
	77742	07/28/23	01	CONNECTION FEE ANALYSIS	01-640-54-00-5465		2,078.00	
						INVOICE TOTAL:	2,078.00 *	
	77743	07/28/23	01	KENDALL COUNTY BUILDING-FOX ST	01-640-54-00-5465		2,295.50	
						INVOICE TOTAL:	2,295.50 *	
	77745	07/28/23	01	15 CANNONBALL TRAIL-OUTDOOR	90-206-00-00-0011		1,242.50	
			02	MUSIC VENUE	** COMMENT **			
						INVOICE TOTAL:	1,242.50 *	
	77746	07/28/23	01	COUNTRYSIDE PARK	01-640-54-00-5465		2,445.00	
						INVOICE TOTAL:	2,445.00 *	
	77747	07/28/23	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		179.25	
						INVOICE TOTAL:	179.25 *	
						CHECK TOTAL:	166,154.21	
539142	FIRSTNET	AT&T MOBILITY						
	287313454005X0803202	07/25/23	01	06/26-07/25 MOBILE DEVICES	01-220-54-00-5440		42.09	
			02	06/26-07/25 MOBILE DEVICES	01-110-54-00-5440		126.27	
			03	06/26-07/25 MOBILE DEVICES	01-210-54-00-5440		908.43	
			04	06/26-07/25 MOBILE DEVICES	79-795-54-00-5440		42.09	
						INVOICE TOTAL:	1,118.88 *	

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

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539142	FIRSTNET AT&T MOBILITY						
	287313454207X0803202	07/25/23	01	06/26-07/25 MOBILE DEVICES	01-220-54-00-5440		252.54
			02	06/26-07/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	06/26-07/25 MOBILE DEVICES	79-795-54-00-5440		156.66
			04	06/26-07/25 MOBILE DEVICES	51-510-54-00-5440		234.99
			05	06/26-07/25 MOBILE DEVICES	52-520-54-00-5440		72.48
						INVOICE TOTAL:	752.91 *
						CHECK TOTAL:	1,871.79
539143	FOXVALLE FOX VALLEY TROPHY & AWARDS						
	37226	07/26/23	01	2023 CAR SHOW AWARDS	79-795-56-00-5602		848.40
						INVOICE TOTAL:	848.40 *
						CHECK TOTAL:	848.40
539144	GARDKOCH GARDINER KOCH & WEISBERG						
	H-2364C-15446	08/10/23	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,511.46
						INVOICE TOTAL:	1,511.46 *
	H-3181C-15447	08/10/23	01	MISC GENERAL CITY MATTERS	01-640-54-00-5461		88.00
						INVOICE TOTAL:	88.00 *
						CHECK TOTAL:	1,599.46
539145	GROOT GROOT INC						
	11056581T102	08/01/23	01	JUL 2023 REFUSE SERVICE	01-540-54-00-5442		139,864.55
			02	JUL 2023 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,636.08
						INVOICE TOTAL:	143,500.63 *
						CHECK TOTAL:	143,500.63
539146	GROUPEL GROUPE LACASSA LLC						

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



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539149	IMPERIAL	IMPERIAL SERVICE SYSTEMS, INC						
	163061	07/08/23	03	JUL 2023 OFFICE CLEANING	01-210-54-00-5488		2,739.86	
			04	JUL 2023 OFFICE CLEANING	79-795-54-00-5488		821.18	
			05	JUL 2023 OFFICE CLEANING	01-220-54-00-5488		525.07	
						INVOICE TOTAL:	5,994.00 *	
						CHECK TOTAL:	7,186.00	
539150	IMPERINV	IMPERIAL INVESTMENTS						
	JUNE 2023-REBATE	08/08/23	01	JUN 2023 BUSINESS DIST. REBATE	01-000-24-00-2488		4,552.92	
						INVOICE TOTAL:	4,552.92 *	
						CHECK TOTAL:	4,552.92	
539151	INTERDEV	INTERDEV, LLC						
	CW1040061	07/26/23	01	KNOWBE4 SECURITY AWARENESS	01-640-54-00-5450		6,040.81	
			02	TRAINNG SUBSCRIPTION FOR 36	** COMMENT **			
			03	MONTHS	** COMMENT **			
						INVOICE TOTAL:	6,040.81 *	
	CW1040062	07/26/23	01	NETWRIX AUDITOR FOR ACTIVE	01-640-54-00-5450		2,900.00	
			02	DIRECTORY-HYBRID LICENSE	** COMMENT **			
						INVOICE TOTAL:	2,900.00 *	
	SEC-1040016	07/31/23	01	JUL 2023 SENTINEL ONE SECURITY	01-640-54-00-5450		1,202.43	
			02	BILLING	** COMMENT **			
						INVOICE TOTAL:	1,202.43 *	
						CHECK TOTAL:	10,143.24	
539152	KCHHS	KENDALL COUNTY HEALTH						
	LIWAP REFUND	07/31/23	01	LIWAP PAYMENT REFUND FOR UB	01-000-13-00-1371		537.00	

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

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539152	KCHHS KENDALL COUNTY HEALTH						
	LIWAP REFUND	07/31/23	02	ACCOUNT	** COMMENT **		
			03	#0103631300-11-RESIDENT MOVED	** COMMENT **		
					INVOICE TOTAL:		537.00 *
					CHECK TOTAL:		537.00
539153	KCSHERIF KENDALL CO. SHERIFF'S OFFICE						
	KANKAKEE-AUG 2023	08/08/23	01	KANKAKEE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
539154	KENDCROS KENDALL CROSSING, LLC						
	AMU REBATE 06/23	07/31/23	01	JUN 2023 AMUSEMENT TAX REBATE	01-640-54-00-5439		3,616.79
					INVOICE TOTAL:		3,616.79 *
	BD REBATE 06/23	08/08/23	01	JUN 2023 BUSINESS DIST. REBATE	01-000-24-00-2487		6,248.34
					INVOICE TOTAL:		6,248.34 *
					CHECK TOTAL:		9,865.13
539155	LRS LRS, LLC						
	PS549316	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		302.00
			02	AT 302 S BRIDGE	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS549317	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		452.00
			02	AT RIVERFRONT PARK	** COMMENT **		
					INVOICE TOTAL:		452.00 *
	PS549318	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00

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

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539155	LRS LRS, LLC						
	PS549318	07/27/23	02	AT VAN EMMON PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549319	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT 1711 JOHN ST	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549320	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT 1474 SYCAMORE RD	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549321	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		302.00
			02	AT BEECHER PARK	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS549322	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT 600 HAYDEN	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549323	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		184.00
			02	AT 3651 KENNEDY	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS549324	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT RAINTREE PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549325	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		52.57
			02	AT 2087 NORTHLAND	** COMMENT **		
					INVOICE TOTAL:		52.57 *
	PS549326	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT 2736 AUTUMN CREEK	** COMMENT **		
					INVOICE TOTAL:		92.00 *

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

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539155	LRS LRS, LLC						
	PS549327	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		92.00
			02	AT BRISTOL STATION PARK	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS549328	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		184.00
			02	AT 600 HAYDEN DR	** COMMENT **		
					INVOICE TOTAL:		184.00 *
	PS549329	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		671.00
			02	AT 428 BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		671.00 *
	PS549331	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		26.28
			02	AT 3142 GRANDE TRAIL	** COMMENT **		
					INVOICE TOTAL:		26.28 *
	PS549332	07/27/23	01	06/23-07/23 PORTOLET UPKEEP	79-795-56-00-5620		26.28
			02	AT 307 E PARK	** COMMENT **		
					INVOICE TOTAL:		26.28 *
					CHECK TOTAL:		2,844.13
539156	MARKER MARKER INC						
	837 ALEXANDRA	08/07/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		1,000.00
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
539157	MEADE MEADE ELECTRIC COMPANY, INC.						
	704946	06/16/23	01	IL47 & VAN EMMON TRAFFIC	01-410-54-00-5435		42,646.20
			02	SIGNAL REPAIR	** COMMENT **		
					INVOICE TOTAL:		42,646.20 *
					CHECK TOTAL:		42,646.20

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

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539158	MIDWSALT MIDWEST SALT						
	P469040	07/27/23	01	BULK ROCK SALT	51-510-56-00-5638		3,321.18
						INVOICE TOTAL:	3,321.18 *
	P469143	08/03/23	01	BULK ROCK SALT	51-510-56-00-5638		4,269.88
						INVOICE TOTAL:	4,269.88 *
	P469168	08/04/23	01	BULK ROCK SALT	51-510-56-00-5638		3,304.14
						INVOICE TOTAL:	3,304.14 *
					CHECK TOTAL:		10,895.20
539159	NICOR NICOR GAS						
	00-41-22-8748 4-0725	08/02/23	01	07/03-08/02 1107 PRAIRIE LN	01-110-54-00-5480		51.52
						INVOICE TOTAL:	51.52 *
	12-43-53-5625 3-0723	08/03/23	01	07/05-0803 609 N BRIDGE	01-110-54-00-5480		29.17
						INVOICE TOTAL:	29.17 *
	14-49-64-6209 5-0723	08/03/23	01	07/05-08/03 651 PRAIRIE POINTE	01-110-54-00-5480		175.41
						INVOICE TOTAL:	175.41 *
	15-64-61-3532 5-0725	08/02/23	01	07/03-08/02 1991 CANNONBALL TR	01-110-54-00-5480		53.95
						INVOICE TOTAL:	53.95 *
	20-52-56-2042 1-0723	07/31/23	01	06/29-07/31 420 FAIRHAVEN	01-110-54-00-5480		165.40
						INVOICE TOTAL:	165.40 *
	23-45-91-4862 5-0723	08/03/23	01	07/05-08/03 101 BRUELL ST	01-110-54-00-5480		176.03
						INVOICE TOTAL:	176.03 *
	40-52-64-8356 1-0723	08/04/23	01	07/07-08/04 102 E VAN EMMON	01-110-54-00-5480		164.19
						INVOICE TOTAL:	164.19 *
	61-60-41-1000 9-0723	08/04/23	01	07/05-08/03 610 TOWER	01-110-54-00-5480		64.10
						INVOICE TOTAL:	64.10 *

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

DATE: 08/14/23  
 TIME: 08:53:22  
 ID: AP211001.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

INVOICES DUE ON/BEFORE 08/22/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539159	NICOR NICOR GAS						
	83-80-00-1000 7-0723	08/04/23	01	07/05-08/03 610 TOWER UNIT B	01-110-54-00-5480		59.50
						INVOICE TOTAL:	59.50 *
					CHECK TOTAL:		939.27
539160	NUTOYS NUTOYS LEISURE PRODUCTS						
	54415	06/26/23	01	CHAINS	79-790-56-00-5640		324.60
						INVOICE TOTAL:	324.60 *
					CHECK TOTAL:		324.60
539161	OSWEFIRE OSWEGO FIRE PROTECTION DIST.						
	073123-IC	08/01/23	01	MAY-JULY 2023 DEVELOPMENT FEES	95-000-24-00-2456		5,846.40
						INVOICE TOTAL:	5,846.40 *
					CHECK TOTAL:		5,846.40
539162	PATTONS SHANE PATTON						
	072623	07/26/23	01	UMPIRE	79-795-54-00-5462		70.00
						INVOICE TOTAL:	70.00 *
					CHECK TOTAL:		70.00
539163	PERFCONS PERFORMANCE CONSTRUCTION & PAY #2						
		08/07/23	01	ENGINEERS PAYMENT ESTIMATE 2	51-510-60-00-6025		613,963.89
			02	- 2023 WATER MAIN IMPROVEMENTS	** COMMENT **		
			03	CONTRACT A	** COMMENT **		
						INVOICE TOTAL:	613,963.89 *
					CHECK TOTAL:		613,963.89

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

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UNITED CITY OF YORKVILLE  
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539164	PETITEPA 072723	THE PETITE PALETTE 07/27/23	01	SUMMER PAINTING CAMP	79-795-54-00-5462		1,800.00
						INVOICE TOTAL:	1,800.00 *
					CHECK TOTAL:		1,800.00
539165	PRINTSRC 3546	LAMBERT PRINT SOURCE, LLC 07/26/23	01	RIVERFEST SIGNS	79-795-56-00-5606		397.50
						INVOICE TOTAL:	397.50 *
					CHECK TOTAL:		397.50
539166	R0001975	RYAN HOMES					
	2705 NICKERSON	07/28/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	2710 NICKERSON	07/28/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	2724 POTTER	07/28/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
						INVOICE TOTAL:	7,500.00 *
	3044 GRANDE TRAIL	07/28/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		1,500.00
						INVOICE TOTAL:	1,500.00 *
					CHECK TOTAL:		19,000.00
539167	R0002591	BOXER EXTERIORS					
	2023-0855 RFND	08/08/23	01	PERMIT CANCELLATION REFUND	01-000-42-00-4210		50.00
						INVOICE TOTAL:	50.00 *
					CHECK TOTAL:		50.00

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

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UNITED CITY OF YORKVILLE  
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INVOICES DUE ON/BEFORE 08/22/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539168	R0002592 080723-RFND	BETHANY HARKER 08/07/23	01 02	REFUND OVERPAYMENT ON UB ACCT#0102120900-06 FINAL BILL	01-000-13-00-1371 ** COMMENT **		203.49 INVOICE TOTAL: 203.49 * CHECK TOTAL: 203.49
539169	ROSATIS 2023 RIVER FEST	ROSATI'S 08/03/23	01 02	2023 RIVER FEST MEAL REIMBURSEMENT	79-795-56-00-5606 ** COMMENT **		65.00 INVOICE TOTAL: 65.00 * CHECK TOTAL: 65.00
539170	SKYHAWKS 40118	SKYHAWKS SPORTS ACADEMY, LLC 07/27/23	01	SOCCER & FLAG FOOTBALL CAMP	79-795-54-00-5462		1,617.00 INVOICE TOTAL: 1,617.00 * CHECK TOTAL: 1,617.00
539171	STANDE R01397	STANDARD EQUIPMENT CO 05/01/23	01	ELGIN BROOM BEAR RENTAL	01-410-54-00-5485		6,125.00 INVOICE TOTAL: 6,125.00 * CHECK TOTAL: 6,125.00
539172	SUBURLAB 216705	SUBURBAN LABORATORIES INC. 07/31/23	01	ROUTINE COLIFORM	51-510-54-00-5429		1,195.80 INVOICE TOTAL: 1,195.80 * CHECK TOTAL: 1,195.80

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539173	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	143062	04/25/23	01	UNPAINTED SIGN FRAMES	01-410-54-00-5435		272.00
						INVOICE TOTAL:	272.00 *
	143581	05/23/23	01	GREEN BALL, MOAB BUTTON	01-410-54-00-5435		350.00
						INVOICE TOTAL:	350.00 *
	144301	06/27/23	01	REPAIR GTT OPTICOM DETECTOR	01-410-54-00-5435		830.00
			02	EYE	** COMMENT **		
						INVOICE TOTAL:	830.00 *
	145117	08/04/23	01	REPAIR OPTICOM DETECTOR	01-410-54-00-5435		470.00
						INVOICE TOTAL:	470.00 *
	145153	08/04/23	01	GREEN LEDS	01-410-54-00-5435		181.00
						INVOICE TOTAL:	181.00 *
						CHECK TOTAL:	2,103.00
539174	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	115468	08/01/23	01	ULTRA LOK BANDS	23-230-56-00-5619		926.10
						INVOICE TOTAL:	926.10 *
	115489	08/01/23	01	SPEED LIMIT SIGNS	23-230-56-00-5619		141.10
						INVOICE TOTAL:	141.10 *
						CHECK TOTAL:	1,067.20
539175	WATERSER	WATER SERVICES CO.					
	36064	07/07/23	01	TESTING AND CERTIFICATION AT	24-216-54-00-5446		1,725.00
			02	VARIOUS CITY WELL LOCATIONS	** COMMENT **		
						INVOICE TOTAL:	1,725.00 *
	36200	07/28/23	01	WELL 7 REPAIRS, SHUT OFF	24-216-54-00-5446		4,909.85

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

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UNITED CITY OF YORKVILLE  
 CHECK REGISTER

INVOICES DUE ON/BEFORE 08/22/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539175	WATERSER	WATER SERVICES CO.					
	36200	07/28/23	02	VALVE REPAIR AT 610 TOWER AND	** COMMENT **		
			03	REPAIR KITS FOR 902 GAME FARM	** COMMENT **		
			04	AND 651 PRAIRIE POINTE	** COMMENT **		
					INVOICE TOTAL:		4,909.85 *
					CHECK TOTAL:		6,634.85
539176	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	115358	07/25/23	01	CHLORINE	51-510-56-00-5638		2,047.00
					INVOICE TOTAL:		2,047.00 *
					CHECK TOTAL:		2,047.00
D003079	YBSD	YORKVILLE BRISTOL					
	2023.015	08/03/23	01	AUG 2023 LANDFILL EXPENSE	51-510-54-00-5445		22,307.67
					INVOICE TOTAL:		22,307.67 *
	23-JUL	08/03/23	01	JULY 2023 SANITARY SERVICE	95-000-24-00-2450		283,624.27
					INVOICE TOTAL:		283,624.27 *
					DIRECT DEPOSIT TOTAL:		305,931.94
539177	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	073123-LC	08/08/23	01	MAY-JULY 2023 LAND CASH	95-000-24-00-2453		192,428.13
					INVOICE TOTAL:		192,428.13 *
					CHECK TOTAL:		192,428.13
539178	YOUNGM	MARLYS J. YOUNG					
	071223-P&Z	08/01/23	01	07/12/23 P&Z MEETING MINUTES	01-220-54-00-5462		21.25

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539178	YOUNGM MARLYS J. YOUNG						
	071223-P&Z	08/01/23	02	07/12/23 P&Z MEETING MINUTES	90-201-00-00-0011		63.75
						INVOICE TOTAL:	85.00 *
	071323-PC	08/01/23	01	07/13/23 PC MEETING MINUTES	90-207-00-00-0011		85.00
						INVOICE TOTAL:	85.00 *
	071823-PW	08/02/23	01	07/18/23 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
					CHECK TOTAL:		255.00

TOTAL CHECKS PAID: 1,524,179.03  
 TOTAL DIRECT DEPOSITS PAID: 306,877.94  
 TOTAL AMOUNT PAID: 1,831,056.97

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 August 4, 2023

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
<b>ADMINISTRATION</b>	18,663.61	-	18,663.61	1,224.34	1,374.54	21,262.49
<b>FINANCE</b>	12,503.58	-	12,503.58	820.23	925.32	14,249.13
<b>POLICE</b>	131,325.94	4,054.93	135,380.87	431.23	10,043.88	145,855.98
<b>COMMUNITY DEV.</b>	25,748.63	-	25,748.63	1,708.79	1,915.04	29,372.46
<b>STREETS</b>	23,414.30	-	23,414.30	1,542.54	1,741.17	26,698.01
<b>BUILDING &amp; GROUNDS</b>	5,854.29	-	5,854.29	393.88	450.82	6,698.99
<b>WATER</b>	22,169.45	128.37	22,297.82	1,462.74	1,630.85	25,391.41
<b>SEWER</b>	9,628.78	20.94	9,649.72	633.02	709.84	10,992.58
<b>PARKS</b>	39,106.60	34.45	39,141.05	2,310.21	2,927.58	44,378.84
<b>RECREATION</b>	21,802.42	-	21,802.42	1,349.49	1,627.43	24,779.34
<b>LIBRARY</b>	16,954.67	-	16,954.67	717.05	1,266.46	18,938.18
<b>TOTALS</b>	<b>\$ 327,172.27</b>	<b>\$ 4,238.69</b>	<b>\$ 331,410.96</b>	<b>\$ 12,593.52</b>	<b>\$ 24,612.93</b>	<b>\$ 368,617.41</b>

**TOTAL PAYROLL                    \$ 368,617.41**



**UNITED CITY OF YORKVILLE**

**BILL LIST SUMMARY**

Tuesday, August 22, 2023

**ACCOUNTS PAYABLE**

**DATE**

**FY 24**

Clerk's Check #131219 Kendall County Recorder *(Page 1)*

07/19/2023 \$ 455.00

City Check Manual Register *(Page 2)*

08/02/2023 93,512.50

City Check Register - FY 24 *(Pages 3 - 27)*

08/22/2023 1,831,056.97

**SUB-TOTAL: \$ 1,925,024.47**

**PAYROLL**

Bi - Weekly *(Page 28)*

08/04/2023 \$ 368,617.41

**SUB-TOTAL: \$ 368,617.41**

**TOTAL DISBURSEMENTS: \$ 2,293,641.88**



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

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Tracking Number

PW 2023-67

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### Agenda Item Summary Memo

**Title:** Water Reports for April – June 2023

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**Meeting and Date:** City Council – August 22, 2023

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**Synopsis:** Submission of monthly water reports for April, May, and June of 2023 for approval.

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#### Council Action Previously Taken:

Date of Action: PW – 8/15/23      Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-67

**Type of Vote Required:** Majority

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**Council Action Requested:** Approval

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**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: July 31, 2023  
Subject: Monthly Water Reports

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## **Summary**

Monthly water reports for April, May, and June 2023 for acceptance by the city council as required by the IEPA.

## **Background**

I have attached our monthly water reports for April, May, and June of 2023 that were submitted to the IEPA for review, comment, and acceptance by the city council.

## **Recommendation**

I recommend that the city council accept these reports as presented.



# United City of Yorkville

## WATER DEPARTMENT REPORT

April  
2023  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	388	24,013,000
7	1527	1125	520	0
8	1384	840	300	14,894,000
9	1368	861	358	12,623,000
TOTAL PUMPED				51,530,000

CURRENT MONTH'S PUMPAGE IS 1,390,000 GALLONS **MORE THAN LAST MONTH**

3,232,600 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,717,667 GALLONS

DAILY MAXIMUM PUMPED: 2,150,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 70.16 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1167 LBS. FED                      CALCULATED CONCENTRATION: 2.89 MG/L

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

POLYPHOSPHATE: 1079 LBS. FED                      CALCULATED CONCENTRATION: .94 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: 12                      NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 1                      BATTERIES REPLACED:       

### NEW CUSTOMERS:

RESIDENTIAL: 37                      COMMERCIAL: 1                      INDUSTRIAL/GOVERNMENTAL:       

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

May  
2023  
 MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	392	30,955,000
7	1527	1125	520	0
8	1384	840	300	19,713,000
9	1368	861	360	19,045,000
TOTAL PUMPED				69,713,000

CURRENT MONTH'S PUMPAGE IS 18,183,000 GALLONS **MORE THAN LAST MONTH**

10,999,900 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,245,806 GALLONS

DAILY MAXIMUM PUMPED: 3,176,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 91.11 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1327 LBS. FED                      CALCULATED CONCENTRATION: 2.45 MG/L

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

POLYPHOSPHATE: 1211 LBS. FED                      CALCULATED CONCENTRATION: .78 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

30 SATISFACTORY                      \_\_\_\_\_ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.62 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 11                      NUMBER OF LEAKS OR BREAKS REPAIRED: \_\_\_\_\_

MXU'S: 10                      BATTERIES REPLACED: \_\_\_\_\_

### NEW CUSTOMERS:

RESIDENTIAL: 46                      COMMERCIAL: 0                      INDUSTRIAL/GOVERNMENTAL: \_\_\_\_\_

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

June  
2023  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	3382	31,602,000
7	1527	1125	520	6,876,800
8	1384	840	300	23,334,000
9	1368	861	352	20,631,000
TOTAL PUMPED				82,443,800

CURRENT MONTH'S PUMPAGE IS 12,730,800 GALLONS **MORE THAN LAST MONTH**

14,754,800 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,748,127 GALLONS

DAILY MAXIMUM PUMPED: 3,803,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 111.29 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1653 LBS. FED                      CALCULATED CONCENTRATION: 2.58 MG/L

FLUORIDE: 0 LBS. FED                      MEASURED CONCENTRATION: 0.75 MG/L

POLYPHOSPHATE: 1635 LBS. FED                      CALCULATED CONCENTRATION: .89 MG/L

### WATER QUALITY:

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

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.75 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 5    NUMBER OF LEAKS OR BREAKS REPAIRED: \_\_\_\_\_

MXU'S: 1                      BATTERIES REPLACED: \_\_\_\_\_

### NEW CUSTOMERS:

RESIDENTIAL: 26                      COMMERCIAL: 0                      INDUSTRIAL/GOVERNMENTAL: \_\_\_\_\_

### COMMENTS:



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

Agenda Item Number  

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Consent Agenda #5  

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Tracking Number  

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PW 2023-69  

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### Agenda Item Summary Memo

**Title:** Well No. 7 Rehabilitation – Change Order No. 1

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Consideration of Change Order No. 1 (Balancing)

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#### Council Action Previously Taken:

Date of Action: PW – 8/24/23      Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-69

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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**Submitted by:** Brad Sanderson      Engineering  
Name      Department

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Erin Willrett, Assistant City Administrator  
Jori Behland, City Clerk

Date: August 9, 2023  
Subject: Well No. 7 Rehabilitation

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The purpose of this memo is to present Change Order No. 1 (Balancing) for the above-referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

## **Background:**

The United City of Yorkville and Layne Christensen Company, Inc. entered into an agreement for a contract value of **\$359,721.00** for the above-referenced project.

## **Questions Presented:**

Should the City approve Change Order No. 1 (Balancing) which would **decrease** the contract amount by **\$20,660.00**.

## **Discussion:**

Please see the attached summary spreadsheet and detailed summary of Change Order No. 1.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. 1 (Balancing) in the amount of **\$20,660.00**.

CHANGE ORDER NO. 1 (BALANCING)  
WELL NO. 7 REHABILITATION  
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1.00	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	\$9,300.00		\$ -	0.0	\$ -
2.00	REMOVE PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$37,350.00		\$ -	0.0	\$ -
3.00	INSPECT PUMPING ASSEMBLY AND PREPARE MICROMETER REPORT; INSPECT SUBMERSIBLE MOTOR INCLUDING SEAL, OUTER CAN, BALANCE LINE, TERMINAL LEADS, ELECTRICAL CONNECTIONS, ETC.; INSPECT COLUMN PIPING, SURGE CONTROL CHECK VALVE, AND PREPARE COMPLETE INSPECTION REPORT, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$7,576.00		\$ -	0.0	\$ -
4.00	HYPOT TEST THE EXISTING POWER CABLE, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$1,300.00		\$ -	0.0	\$ -
5.00	CONDUCT TELEVISION SURVEY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$1,750.00		\$ -	0.0	\$ -
6.00	PERFORM BORE BLAST REHABILITATION OF WELL FORMATION, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	160	\$85.00		\$ -	160.0	\$ 13,600.00
7.00	PERFORM BAILING WITH RIG AND TWO-MAN CREW, IN ACCORDANCE WITH THE SPECIFICATIONS	HR	16	\$610.00		\$ -	16.0	\$ 9,760.00
8.00	FURNISH NEW (SHOP-BUILT) BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	1	\$64,800.00		\$ -	0.0	\$ -
9.00	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE OIL FILLED MOTOR ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$5,775.00		\$ -	0.0	\$ -
10.00	FURNISH PITLESS ADAPTER O-RINGS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	\$196.00		\$ -	0.0	\$ -
11.00	FURNISH 1-1/2" PVC CARRIER PIPE FOR LEVEL TRANSDUCER, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	1125	\$4.20		\$ -	0.0	\$ -
12.00	FURNISH NEW LEVEL TRANSDUCER, AS REQUIRED TO MEET THE APPROPRIATE DEPTH SETTING OF THE PUMP AND MOTOR, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	1	\$9,500.00		\$ -	1.0	\$ 9,500.00
13.00	FURNISH A NEW FLAT CABLE MOTOR ASSEMBLY AND BRONZE TERMINAL CLAMP, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$6,900.00		\$ -	1.0	\$ 6,900.00
14.00	REHABILITATE THE 10-INCH COLUMN PIPING, IN ACCORDANCE WITH THE SPECIFICATIONS	LF	640	\$33.00		\$ -	0.0	\$ -
15.00	FURNISH NEW 10-INCH COATED DISCHARGE COLUMN PIPING WITH THREADED COUPLINGS, SET SCREWS AND APPURTENANCES, AS REQUIRED FOR A COMPLETE ASSEMBLY IN ACCORDANCE WITH THE SPECIFICATIONS	LF	485	\$144.00		\$ -	2.0	\$ 288.00
16.00	CUT AND RE-THREAD COLUMN PIPING JOINTS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	20	\$340.00		\$ -	0.0	\$ -
17.00	FURNISH NEW COLUMN PIPING COUPLINGS, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	20	\$355.00		\$ -	0.0	\$ -

CHANGE ORDER NO. 1 (BALANCING)  
 ELIZABETH STREET APPLETREE COURT WATER MAIN IMPROVEMENTS  
 UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS		
					QUANTITY	COST	QUANTITY	COST	
18.00	CHASING COLUMN PIPING JOINTS, IN ACCORDANCE WITH SPECIFICATIONS	EA	10	\$200.00		\$ -	0.0	\$ -	
19.00	FACING COLUMN PIPING JOINTS, IN ACCORDANCE WITH SPECIFICATIONS	EA	10	\$200.00		\$ -	0.0	\$ -	
20.00	FURNISH A 10" DIAMETER BY 2'-6" LONG STAINLESS STEEL PIPE WITH ENDS FOR CONNECTING BETWEEN PUMPING ASSEMBLY AND COLUMN PIPING, AS REQUIRED FOR A COMPLETE ASSEMBLY, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$1,575.00		\$ -	0.0	\$ -	
21.00	FURNISH DISCHARGE COLUMN SURGE CONTROL CHECK VALVE, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	\$1,721.00		\$ -	0.0	\$ -	
22.00	FURNISH STAINLESS STEEL BANDING, PIPE DOPE, PVC CENTERING GUIDES, TWO (2) AIRLINES, GAUGES, AND OTHER MISC. FITTINGS FOR COMPLETE INSTALLATION OF PUMP AND MOTOR ASSEMBLY, AND WELD COUPLING TO PITLESS ADAPTER FOR LEVEL TRANSDUCER INSTALLATION, IN ACCORDANCE WITH SPECIFICATIONS	LS	1	\$3,216.00		\$ -	0.0	\$ -	
23.00	INSTALL THE PUMP AND MOTOR ASSEMBLY, COLUMN PIPING, DISCHARGE SURGE VALVES, POWER CABLE, TWO (2) AIRLINE WATER LEVEL INDICATORS, CARRIER PIPE FOR LEVEL TRANSDUCER, SUBMERSIBLE LEVEL TRANSDUCER, AND ALL ACCESSORIES COMPLETE IN PLACE AND IN OPERATING CONDITION, IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$44,400.00		\$ -	0.0	\$ -	
24.00	CONDUCT PUMPING TEST, IN ACCORDANCE WITH THE SPECIFICATIONS	HR	4	\$1,300.00		\$ -	0.0	\$ -	
25.00	PERFORM WELL DISINFECTION, IN ACCORDANCE WITH THE SPECIFICATIONS	EA	2	\$4,400.00		\$ -	1.0	\$ 4,400.00	
26.00	DEMOBILIZATION, INCLUDING SITE RESTORATION	LS	1	\$11,500.00		\$ -	0.0	\$ -	
E	FURNISH NEW ZINC SLEEVES BANDINGS	LS	1	\$ 23,520.00	1.0	\$ 23,520.00	0.0	\$ -	
					<b>TOTAL ADDITIONS =</b>	<b>\$ 23,520.00</b>			
					<b>TOTAL DEDUCTIONS =</b>		<b>\$ (44,448.00)</b>		
					ORIGINAL CONTRACT PRICE: \$		359,721.00		
					CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S): \$		359,721.00		
					*AMOUNT OF CURRENT CHANGE ORDER: \$		(20,928.00)		
					<b>NEW CONTRACT PRICE: \$</b>		<b>338,793.00</b>		

CHANGE ORDER

Order No. 1

Date: 7/19/23

Agreement Date: 1/24/23

NAME OF PROJECT: WELL NO. 7 REHABILITATION

OWNER: UNITED CITY OF YORKVILLE

CONTRACTOR: LAYNE CHRISTENSEN COMPANY

The following changes are hereby made to the CONTRACT DOCUMENTS:

**UNUSED BASE BID ITEMS: -\$44,448.00**

Changes to the Contract Documents:

The quantities for the Bid Items 6, 7, 12, 13, 15, & 25 were not fully utilized during the project. Therefore, the total credit for the unused quantities will be \$44,448.00.:

- Bid Item #6: -\$13,600.00
- Bid Item #7: -\$9,760.00
- Bid Item #12: -\$9,500.00
- Bid Item #13: -\$6,900.00
- Bid Item #15: -\$288.00
- Bid Item #25: -\$4,400.00

Justification:

The unused quantities for Base Bid Items 6, 7, 12, 13, 15, & 25 were not required to complete the rehabilitation of Well No. 7.

**ALTERNATE BID ITEM E – FURNISH NEW ZINC SLEEVE BANDING: \$23,520.00**

Changes to the Contract Documents:

Furnish and install new zinc sleeve bandings on the column piping.

Justification:

The zinc sleeve banding will provide additional corrosion protection for the column piping.

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	\$359,721.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)	\$359,721.00
The CONTRACT PRICE due to this CHANGE ORDER will be (decreased) by:	-\$20,928.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$338,793.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) by \_\_\_\_\_ 0 \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ 0 \_\_\_\_\_ (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: \_\_\_\_\_ CONTRACTOR

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ United City of Yorkville



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 #1

Tracking Number

CC 2023-51

### Agenda Item Summary Memo

**Title:** FY 2023 Budget Amendment – Library Fund

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Please see attached memo.

#### 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:

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# Memorandum

**To:** City Council  
**From:** Rob Fredrickson, Finance Director  
**Date:** August 15, 2023  
**Subject:** Fiscal Year 2023 Proposed Budget Amendment

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For the Fiscal Year Ended April 30, 2023, all City Funds, less one, are expected to come in under budget for expenditures, including all major operating funds (General, Water, Sewer, Parks & Recreation, City-Wide Capital and Buildings & Grounds).

The single exception was the (82) Library Operations Fund, which is expected to go over budget due to unanticipated expenditures stemming from the flooding (frozen pipes) incident that occurred at the Library facility on December 23, 2022. Total expenditures from the flooding totaled \$57,049, of which \$56,049 was reimbursed from insurance proceeds (less \$1,000 deductible). Despite the reimbursement, total actual FY 2023 expenditures (unaudited column) show that actual amounts will exceed appropriated amounts by \$33,273 - \$1,797,093 actual v. \$1,763,820 budgeted.

As has been the City's past practice, Funds that exceed their budgetary amounts due to explanatory or unforeseen circumstances have been amended, in order to avoid auditor comment. Although this may seem a bit "after the fact" to amend the 2023 budget after the fiscal year has ended, not doing so will result in the same audit comment that we received in the 2012 Comprehensive Annual Financial Report (included in the attached packet as Exhibit 1).

Since the flooding at the Library was an unforeseen event, it is the recommendation of staff that attached budget ordinance be approved, which would amend the FY 23 (82) Library Operations Budget as follows:

- Increase the Outside Repair & Maintenance line item (82-820-54-00-5495) by \$57,049 to account for unanticipated flooding expenditures.
- Increase Miscellaneous Income (82-000-48-00-4850) by \$56,049 to account for receipt of insurance proceeds.

A budget worksheet has been attached for the Fund, showing the Fiscal Year 2023 original and amended budgetary changes (highlighted in yellow). Moreover, unaudited FY 23 actual figures have also been included, showing fund balance increasing by \$47,058, to finish just under \$794,000.

**Ordinance No. 2023-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE FIFTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2022 AND ENDING ON APRIL 30, 2023**

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

**WHEREAS**, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2022-13 on April 12, 2022 adopting an annual budget for the fiscal year commencing on May 1, 2022 and ending on April 30, 2023; and,

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

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

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

**Section 1.** That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Library fund with respect to the United City of Yorkville’s 2022-2023 budget are hereby approved.

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

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

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

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

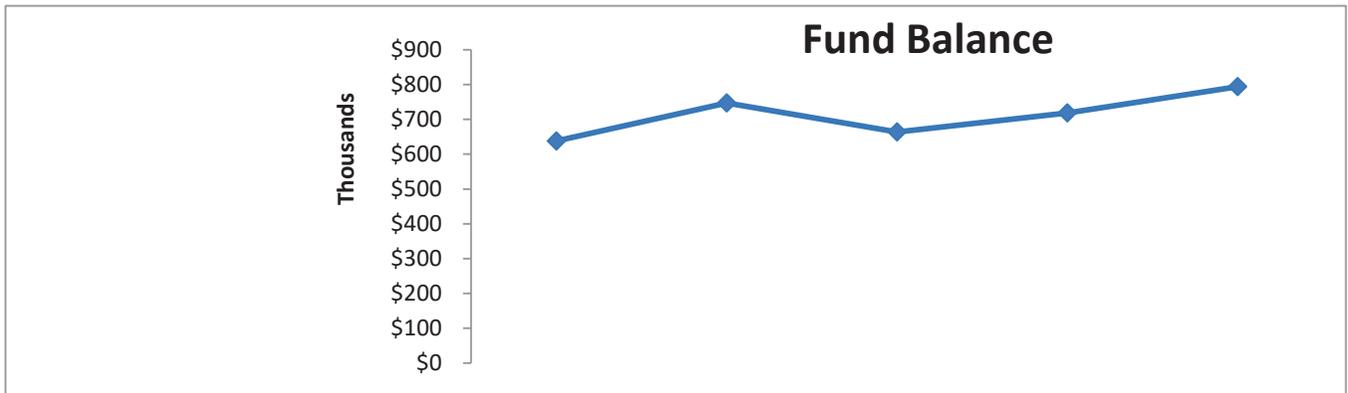
RUSTY CORNEILS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

## LIBRARY OPERATIONS FUND (82)

	FY 2021 Actual	FY 2022 Actual	FY 2023 Adopted Budget	FY 2023 Amended Budget	Unaudited FY 2023 Actual
<b>Revenue</b>					
Taxes	\$ 1,561,523	\$ 1,611,808	\$ 1,667,234	\$ 1,667,234	\$ 1,665,847
Intergovernmental	29,083	48,746	29,151	29,151	52,529
Fines & Forfeits	3,249	6,576	1,000	1,000	2,433
Charges for Service	6,081	11,131	11,500	11,500	13,825
Investment Earnings	1,268	1,342	1,000	1,000	19,325
Reimbursements	-	-	-	-	-
Miscellaneous	1,204	2,770	3,250	59,299	60,703
Other Financing Sources	25,885	24,809	23,638	23,638	29,489
<b>Total Revenue</b>	<b>\$ 1,628,293</b>	<b>\$ 1,707,182</b>	<b>\$ 1,736,773</b>	<b>\$ 1,792,822</b>	<b>\$ 1,844,151</b>
<b>Expenditures</b>					
Salaries	\$ 425,775	\$ 439,588	\$ 504,111	\$ 504,111	\$ 469,219
Benefits	169,709	172,081	198,898	198,898	200,002
Contractual Services	127,366	127,412	187,198	244,247	262,033
Supplies	18,929	19,011	26,300	26,300	18,526
Debt Service	827,088	840,225	847,313	847,313	847,313
<b>Total Expenditures</b>	<b>\$ 1,568,867</b>	<b>\$ 1,598,317</b>	<b>\$ 1,763,820</b>	<b>\$ 1,820,869</b>	<b>\$ 1,797,093</b>
<b>Surplus (Deficit)</b>	<b>\$ 59,426</b>	<b>\$ 108,865</b>	<b>\$ (27,047)</b>	<b>\$ (28,047)</b>	<b>\$ 47,058</b>
<b>Ending Fund Balance</b>	<b>\$ 638,033</b>	<b>\$ 746,897</b>	<b>\$ 663,784</b>	<b>\$ 718,850</b>	<b>\$ 793,955</b>
	40.7%	46.7%	37.6%	39.5%	44.2%



## United City of Yorkville Library Operations Fund

82

### LIBRARY OPERATIONS FUND REVENUE

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023	FY 2023	Unaudited
				Adopted Budget	Amended Budget	FY 2023 Actual
<b>Taxes</b>						
82-000-40-00-4000	PROPERTY TAXES - LIBRARY OPS	\$ 736,883	\$ 774,248	\$ 822,463	\$ 822,463	\$ 820,513
82-000-40-00-4083	PROPERTY TAXES - DEBT SERVICE	824,640	837,560	844,771	844,771	845,334
	<b>Total: Taxes</b>	<b>\$ 1,561,523</b>	<b>\$ 1,611,808</b>	<b>\$ 1,667,234</b>	<b>\$ 1,667,234</b>	<b>\$ 1,665,847</b>
<b>Intergovernmental</b>						
82-000-41-00-4120	PERSONAL PROPERTY TAX	\$ 7,432	\$ 16,201	\$ 8,000	\$ 8,000	\$ 18,312
82-000-41-00-4160	FEDERAL GRANTS	500	7,587	-	-	2,456
82-000-41-00-4170	STATE GRANTS	21,151	24,958	21,151	21,151	31,761
	<b>Total: Intergovernmental</b>	<b>\$ 29,083</b>	<b>\$ 48,746</b>	<b>\$ 29,151</b>	<b>\$ 29,151</b>	<b>\$ 52,529</b>
<b>Fines &amp; Forfeits</b>						
82-000-43-00-4330	LIBRARY FINES	\$ 3,249	\$ 6,576	\$ 1,000	\$ 1,000	\$ 2,433
	<b>Total: Fines &amp; Forfeits</b>	<b>\$ 3,249</b>	<b>\$ 6,576</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 2,433</b>
<b>Charges for Services</b>						
82-000-44-00-4401	LIBRARY SUBSCRIPTION CARDS	\$ 4,653	\$ 8,378	\$ 8,500	\$ 8,500	\$ 10,974
82-000-44-00-4422	COPY FEES	1,426	2,702	3,000	3,000	2,845
82-000-44-00-4439	PROGRAM FEES	2	51	-	-	6
	<b>Total: Charges for Services</b>	<b>\$ 6,081</b>	<b>\$ 11,131</b>	<b>\$ 11,500</b>	<b>\$ 11,500</b>	<b>\$ 13,825</b>
<b>Investment Earnings</b>						
82-000-45-00-4500	INVESTMENT EARNINGS	\$ 1,268	\$ 1,342	\$ 1,000	\$ 1,000	\$ 19,325
	<b>Total: Investment Earnings</b>	<b>\$ 1,268</b>	<b>\$ 1,342</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 19,325</b>
<b>Miscellaneous</b>						
82-000-48-00-4820	RENTAL INCOME	\$ -	\$ 200	\$ 500	\$ 500	\$ 200
82-000-48-00-4850	MISCELLANEOUS INCOME	1,204	2,570	2,750	58,799	60,503
	<b>Total: Miscellaneous</b>	<b>\$ 1,204</b>	<b>\$ 2,770</b>	<b>\$ 3,250</b>	<b>\$ 59,299</b>	<b>\$ 60,703</b>
<b>Other Financing Sources</b>						
82-000-49-00-4901	TRANSFER FROM GENERAL	\$ 25,885	\$ 24,809	\$ 23,638	\$ 23,638	\$ 29,489
	<b>Total: Other Financing Sources</b>	<b>\$ 25,885</b>	<b>\$ 24,809</b>	<b>\$ 23,638</b>	<b>\$ 23,638</b>	<b>\$ 29,489</b>
	<b>Total: LIBRARY OPS REVENUE</b>	<b>\$ 1,628,293</b>	<b>\$ 1,707,182</b>	<b>\$ 1,736,773</b>	<b>\$ 1,792,822</b>	<b>\$ 1,844,151</b>

## United City of Yorkville Library Operations Fund

820

### LIBRARY OPERATIONS FUND EXPENDITURES

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023	FY 2023	Unaudited
				Adopted Budget	Amended Budget	FY 2023 Actual
<b>Salaries</b>						
82-820-50-00-5010	SALARIES & WAGES	\$ 274,146	\$ 269,386	\$ 291,111	\$ 291,111	\$ 307,963
82-820-50-00-5015	PART-TIME SALARIES	151,629	170,202	213,000	213,000	161,256
	<b>Total: Salaries</b>	<b>\$ 425,775</b>	<b>\$ 439,588</b>	<b>\$ 504,111</b>	<b>\$ 504,111</b>	<b>\$ 469,219</b>
<b>Benefits</b>						
82-820-52-00-5212	RETIREMENT PLAN CONTRIBUTION	\$ 30,711	\$ 27,675	\$ 26,240	\$ 26,240	\$ 24,289
82-820-52-00-5214	FICA CONTRIBUTION	31,869	32,700	37,585	37,585	34,436
82-820-52-00-5216	GROUP HEALTH INSURANCE	73,940	79,114	102,663	102,663	102,604
82-820-52-00-5222	GROUP LIFE INSURANCE	328	532	586	586	583
82-820-52-00-5223	DENTAL INSURANCE	5,977	6,336	7,135	7,135	7,518
82-820-52-00-5224	VISION INSURANCE	999	915	1,051	1,051	1,083
82-820-52-00-5230	UNEMPLOYMENT INSURANCE	1,363	645	1,000	1,000	1,539
82-820-52-00-5231	LIABILITY INSURANCE	24,522	24,164	22,638	22,638	27,950
	<b>Total: Benefits</b>	<b>\$ 169,709</b>	<b>\$ 172,081</b>	<b>\$ 198,898</b>	<b>\$ 198,898</b>	<b>\$ 200,002</b>
<b>Contractual Services</b>						
82-820-54-00-5401	ADMINISTRATIVE CHARGEBACK	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000
82-820-54-00-5412	TRAINING & CONFERENCES	30	357	3,000	3,000	555
82-820-54-00-5415	TRAVEL & LODGING	-	310	1,500	1,500	727
82-820-54-00-5426	PUBLISHING & ADVERTISING	1,104	1,332	2,500	2,500	567
82-820-54-00-5440	TELECOMMUNICATIONS	4,814	7,199	8,000	8,000	6,845
82-820-54-00-5452	POSTAGE & SHIPPING	491	884	750	750	1,146
82-820-54-00-5453	BUILDING & GROUNDS CHARGEBACK	-	-	6,428	6,428	6,428
82-820-54-00-5460	DUES & SUBSCRIPTIONS	11,974	9,324	11,000	11,000	8,642
82-820-54-00-5462	PROFESSIONAL SERVICES	41,078	34,322	40,000	40,000	23,157
82-820-54-00-5466	LEGAL SERVICES	4,613	4,050	3,000	3,000	-
82-820-54-00-5468	AUTOMATION	16,752	17,461	21,000	21,000	18,877
82-820-54-00-5480	UTILITIES	13,213	27,568	23,320	23,320	21,069
82-820-54-00-5488	OFFICE CLEANING	-	-	-	-	36,040
82-820-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	31,608	22,916	50,000	107,049	121,291
82-820-54-00-5498	PAYING AGENT FEES	1,689	1,689	1,700	1,700	1,689
	<b>Total: Contractual Services</b>	<b>\$ 127,366</b>	<b>\$ 127,412</b>	<b>\$ 187,198</b>	<b>\$ 244,247</b>	<b>\$ 262,033</b>
<b>Supplies</b>						
82-820-56-00-5610	OFFICE SUPPLIES	\$ 4,773	\$ 4,694	\$ 8,000	\$ 8,000	\$ 4,073
82-820-56-00-5620	OPERATING SUPPLIES	1,559	1,240	4,000	4,000	5,002
82-820-56-00-5621	CUSTODIAL SUPPLIES	11,132	4,030	7,000	7,000	4,353
82-820-56-00-5635	COMPUTER EQUIPMENT & SOFTWARE	348	6,916	3,000	3,000	3,480
82-820-56-00-5671	LIBRARY PROGRAMMING	679	325	2,000	2,000	319

**United City of Yorkville**  
**Library Operations Fund**

820

**LIBRARY OPERATIONS FUND EXPENDITURES**

Account	Description	FY 2021 Actual	FY 2022 Actual	FY 2023	FY 2023	Unaudited
				Adopted Budget	Amended Budget	FY 2023 Actual
82-820-56-00-5676	EMPLOYEE RECOGNITION	45	171	300	300	177
82-820-56-00-5685	DVD'S	-	-	500	500	-
82-820-56-00-5686	BOOKS	393	1,635	1,500	1,500	1,122
	<b>Total: Supplies</b>	<b>\$ 18,929</b>	<b>\$ 19,011</b>	<b>\$ 26,300</b>	<b>\$ 26,300</b>	<b>\$ 18,526</b>
<b>Debt Service - 2006 Bond</b>						
82-820-84-00-8000	PRINCIPAL PAYMENT	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
82-820-84-00-8050	INTEREST PAYMENT	20,238	16,675	13,113	13,113	13,113
	<b>Total: Debt Service - 2006 Bond</b>	<b>\$ 95,238</b>	<b>\$ 91,675</b>	<b>\$ 88,113</b>	<b>\$ 88,113</b>	<b>\$ 88,113</b>
<b>Debt Service - 2013 Refunding Bond</b>						
82-820-99-00-8000	PRINCIPAL PAYMENT	\$ 610,000	\$ 645,000	\$ 675,000	\$ 675,000	\$ 675,000
82-820-99-00-8050	INTEREST PAYMENT	121,850	103,550	84,200	84,200	84,200
	<b>Total: Debt Service - 2013 Ref Bond</b>	<b>\$ 731,850</b>	<b>\$ 748,550</b>	<b>\$ 759,200</b>	<b>\$ 759,200</b>	<b>\$ 759,200</b>
	<b>Total: LIBRARY EXPENDITURES</b>	<b>\$ 1,568,867</b>	<b>\$ 1,598,317</b>	<b>\$ 1,763,820</b>	<b>\$ 1,820,869</b>	<b>\$ 1,797,093</b>

**UNITED CITY OF YORKVILLE, ILLINOIS**

**Notes to the Financial Statements  
April 30, 2012**

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**NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued**

**BUDGETARY INFORMATION – Continued**

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior the May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.
- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

**EXCESS OF ACTUAL EXPENDITURES OVER BUDGET IN INDIVIDUAL FUNDS**

The following funds had an excess of actual expenditures over budget as of the date of this report:

Fund	Excess
Fox Hill Special Service Area	\$ 860
Land Cash	35,836
Countryside TIF	42
Municipal Building	750

**DEFICIT FUND EQUITY**

The following funds had deficit fund equity as of the date of this report:

Fund	Deficit
Land Cash	\$ 294,778
Municipal Building	579,374
Recreation Center	220,001



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 #2

Tracking Number

CC 2023-52

### Agenda Item Summary Memo

**Title:** Resolution Approving a Revision to the Pension Funding Policy

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Please see attached memo.

#### 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:

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# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: August 16, 2023  
Subject: Pension Funding Policy Revision

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## Summary

Approval of a resolution amending the salary scale assumptions used in the City's Pension Funding Policy.

## Background

The Pension Funding Policy was initially adopted by City Council in Fiscal Year 2015, in conjunction with the implementation of the Governmental Accounting Standards Board (GASB) Statement Number 67 - Financial Reporting of Pension Plans, which strongly recommended that all governmental entities adopt a Pension Funding Policy for the purposes of identify the manner in which Yorkville will fund its pension liabilities and to define the assumptions used to calculate the actuarial determined contribution (ADC).

When calculating the City's annual contribution (which is funded by the tax levy) to the Police Pension Fund, one of the principal assumptions used by the City's actuary (MWM Consulting) is the salary increase assumption, which is used to project the yearly salary increases of individual police officers over the span of their career. Currently, the salary assumption is set at a constant rate of 5%, as noted in Section V C-3 of the Pension Funding Policy (Exhibit C).

In Fiscal Year 2023 the City's actuaries informed staff that Illinois Department of Insurance (IDOI), who oversees municipal pension funds throughout the State, had revised its recommended salary assumptions to a variable "sliding scale" ranging between 11% and 3.5%. This revised salary scale assumes higher increases for police officers early in their employment, before leveling off to more of an inflationary increase of 3.5% as their career progresses. This variable rate assumption for annual salary increases is based on experience studies conducted by the IDOI, which parallel actual salary structures being implemented by Downstate (i.e., all municipal police and fire pensions in Illinois, excluding Chicago) Pension Funds. Moreover, this variable rate salary assumption is similar to the step schedule currently in place for Yorkville Patrol Officers, as noted in Exhibit D. After the first year of service, patrol officer salaries increase by approximately 10% as they move up to the next step on their anniversary date. This is followed by ~5% annual increases over the next three steps, before topping out at around 9% after five years. Additionally, these step increases are further compounded by cost-of-living (COLA) adjustments, whereby the base amount of each step increases by 3% each year on May 1<sup>st</sup>. After officers reach the top step at the start of year six, salaries begin to level off to more of an inflationary increase (~3%) for the remainder of their career, unless promoted.

Revising the salary assumptions from a constant 5% to a variable range between 11% and 3% would also have a positive impact on the City's actuarial determined contribution (ADC). While the pension contribution amount for 2023 remains to be determined, if the City had used the variable rate

assumption for salary increases (holding all other assumptions constant) for last year's actuarial calculation, the overall pension liability would have been reduced by approximately \$920,000 (\$26.12 million v. \$27.04 million). This in turn would have lowered the City's annual contribution (ADC) by ~\$130,000 (\$1.25 million v. \$1.38 million) and increased the overall funding ratio by about 2% (55.44% v. 53.56%).

Despite the positive impact on annual contribution levels, staff is not necessarily recommending that the present funding level (currently at \$1.378 million for the 2022 Levy – currently being collected in FY 2024) be reduced in future tax levies, as the City can certainly contribute more than the actuarial determined contribution (ADC) amount, if desired. Furthermore, any additional funding over the ADC amount should assist the City in achieving its overall goal of fully funding (100%) the Police Pension Fund by 2040 or earlier. Staff's intention in revising the salary assumptions in the Pension Funding Policy, besides better representing the actual salary schedules that are being used in practice, is to give the City greater budgetary flexibility by mitigating the impact of future increase in annual contribution amounts on the General Fund (i.e., Corporate) levy.

### **Recommendation**

Staff recommends approval of the attached resolution (Exhibit A) amending the salary assumptions of the City's Pension Funding Policy from 5% to a variable scale of 11% to 3.5%. In addition, a revised (Exhibit B) and red-lined copy (Exhibit C) of the City's Pension Funding Policy has been attached for your review and consideration.

**Resolution No. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS  
APPROVING AN UPDATED PENSION FUNDING POLICY**

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

**WHEREAS**, the City adopted a pension funding policy in 2015 to determine its long-term costs of pension benefits and define the City's actuarial determined contribution for such benefits; and,

**WHEREAS**, the Mayor and City Council have reviewed the policy from 2015 and believe the members of the fund would be served by using an assumption of annual cost based upon the salary scale of its members as set forth in the Pension Funding Policy attached hereto; and,

**WHEREAS**, the objectives of said policy continue to include funding based on actuarially determined contributions, ensuring that future benefits can be paid, maintaining intergenerational equity, making funding a percentage of payroll and providing for clear reporting of how sufficient assets will be available to pay for such future benefits.

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

**Section 1.** That the *UNITED CITY OF YORKVILLE PENSION FUNDING POLICY*, dated August 22, 2023, attached hereto and made a part hereof by reference as Exhibit A, is hereby adopted to determine the actuarial determined contribution for the City's Police Pension Fund and its contribution to the Illinois Municipal Retirement Fund.

**Section 2.** This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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



# UNITED CITY OF YORKVILLE

Exhibit B

## PENSION FUNDING POLICY

### I. INTRODUCTION

The purpose of this policy statement is to define the manner in which the United City of Yorkville funds the long-term cost of benefits promised to plan participants and defines the calculation of Yorkville's "actuarial determined contribution" (ADC) to the Yorkville Police Pension and Illinois Municipal Retirement Funds.

### II. SCOPE

This Pension Funding Policy applies to the pension funds in which employees of the United City of Yorkville are enrolled. The specific funds covered by this policy include:

- A. Yorkville Police Pension Fund
- B. Illinois Municipal Retirement Fund (IMRF)

### III. OBJECTIVES

- A. **Actuarially Determined Contributions** - Ensure pension funding plans are based on actuarially determined contributions (ADC) that incorporates both the cost of current benefits and the amortization of the plan's unfunded actuarial accrued liability.
- B. **Funding Discipline** - Build funding discipline into the policy to remit timely contributions to the pension funds to ensure that sufficient assets will be available to pay benefits as promised.
- C. **Intergenerational Equity** - Maintain intergenerational equity so that the cost of benefits is paid by the generation of taxpayers who receive services from pension participants.
- D. **Contributions as a Stable Percentage of Payroll** - Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- E. **Accountability and Transparency** - Clear reporting of pension funding should include an assessment of whether, how and when the City will ensure sufficient assets will be available to pay benefits as promised.

### IV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the pension funding process shall refrain from personal business activity that could conflict with the proper execution and management of the pension funding program, or that could impair their ability to make impartial decisions.

# UNITED CITY OF YORKVILLE

## PENSION FUNDING POLICY

### V. ACTUARIAL DETERMINED CONTRIBUTION (ADC)

#### YORKVILLE POLICE PENSION FUND

The United City of Yorkville will determine its Actuarial Determined Contribution (ADC) for the Yorkville Police Pension Fund using the following principles:

- A. The ADC will be calculated by an enrolled actuary.
- B. The ADC will include the normal cost for current service and amortization to collect or refund any under or over funded amount.
- C. The normal cost will be calculated using the entry age normal level of percentage of payroll actuarial cost method using the following assumptions:
  1. The investment rate of return assumption will be 7.00% per year.
  2. The salary scale assumption will be variable between 11.00% and 3.50% per year.
  3. Non-economic assumptions, such as rates of separation, disability, retirement, mortality, etc., shall be determined by City management in consultation with the actuary to reflect current experience.
- D. The difference between the accrued liability and actuarial value of assets will be amortized to achieve 100% funding in 2040 (a 30 year closed period that began in 2011) based upon a level percentage of payroll.
- E. Actuarial assets will be determined using market valuation.

The City will make its actuarially determined contribution to the Yorkville Police Pension Fund in monthly installments each year, based on the amount received per the property tax levy each month.

#### ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

As required by State Statute, the City will, at minimum, fund the Illinois Municipal Retirement Fund (IMRF) in the amounts determined by IMRF. The City does not obtain a separate actuarial report for IMRF and instead relies on the information provided by IMRF. IMRF costs are allocated to each department's budget activities in which the related salary expenditures are recorded. The majority of IMRF costs are funded by the City's property tax levy. Other City funds (ex. Water, Sewer and Parks & Recreation) pay their IMRF costs from revenues dedicated to those funds.

Both employer and employee contributions to IMRF will occur on a monthly basis in accordance with statutory requirements.

# UNITED CITY OF YORKVILLE

## PENSION FUNDING POLICY

### VI. REPORTING

Funding of the Yorkville's Police Pension and IMRF funds shall be transparent to vested parties including plan participants, annuitants, the Yorkville Police Pension Board, the City Council and Yorkville residents. To achieve this transparency, the following information shall be distributed:

- A. A copy of the annual actuarial valuation for all funds shall be made available to the City Council and the Yorkville Police Pension Board.
- B. The City's annual adopted budget shall include the City's contribution to the Yorkville Police Pension and IMRF Funds.

VII. The City's Comprehensive Annual Financial Report (CAFR) shall be published on its website. This report shall include information on the City's annual pension contributions and the funding status of the Yorkville Police Pension and IMRF Funds as directed by the Governmental Accounting Standards Board (GASB).

### VIII. FUTURE AMENDMENTS

Funding a defined benefit pension plan requires a long term horizon. Assumptions and inputs into the policy focus on long-term trends, not year-to-year shifts in the economic or non-economic environments. Generally, assumptions or inputs should be evaluated and changed if long-term economic or non-economic inputs have fundamentally changed or are no longer reasonable. If, in the opinion of the City's Finance Director or Treasurer, conditions change to such an extent so as to alter the effectiveness of this policy statement, such changed circumstances shall be brought to the attention of the City Council for their consideration and review.

### IX. EFFECTIVE DATE

This policy shall be effective immediately upon approval by the City Council.



# UNITED CITY OF YORKVILLE

Exhibit C

## PENSION FUNDING POLICY

### I. INTRODUCTION

The purpose of this policy statement is to define the manner in which the United City of Yorkville funds the long-term cost of benefits promised to plan participants and defines the calculation of Yorkville's "actuarial determined contribution" (ADC) to the Yorkville Police Pension and Illinois Municipal Retirement Funds.

### II. SCOPE

This Pension Funding Policy applies to the pension funds in which employees of the United City of Yorkville are enrolled. The specific funds covered by this policy include:

- A. Yorkville Police Pension Fund
- B. Illinois Municipal Retirement Fund (IMRF)

### III. OBJECTIVES

- A. **Actuarially Determined Contributions** - Ensure pension funding plans are based on actuarially determined contributions (ADC) that incorporates both the cost of current benefits and the amortization of the plan's unfunded actuarial accrued liability.
- B. **Funding Discipline** - Build funding discipline into the policy to remit timely contributions to the pension funds to ensure that sufficient assets will be available to pay benefits as promised.
- C. **Intergenerational Equity** - Maintain intergenerational equity so that the cost of benefits is paid by the generation of taxpayers who receive services from pension participants.
- D. **Contributions as a Stable Percentage of Payroll** - Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.
- E. **Accountability and Transparency** - Clear reporting of pension funding should include an assessment of whether, how and when the City will ensure sufficient assets will be available to pay benefits as promised.

### IV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the pension funding process shall refrain from personal business activity that could conflict with the proper execution and management of the pension funding program, or that could impair their ability to make impartial decisions.

# UNITED CITY OF YORKVILLE

## PENSION FUNDING POLICY

### V. ACTUARIAL DETERMINED CONTRIBUTION (ADC)

#### YORKVILLE POLICE PENSION FUND

The United City of Yorkville will determine its Actuarial Determined Contribution (ADC) for the Yorkville Police Pension Fund using the following principles:

- A. The ADC will be calculated by an enrolled actuary.
- B. The ADC will include the normal cost for current service and amortization to collect or refund any under or over funded amount.
- C. The normal cost will be calculated using the entry age normal level of percentage of payroll actuarial cost method using the following assumptions:
  1. The investment rate of return assumption will be 7.00% per year.
  2. The salary ~~scale increase~~ assumption will be variable between 11.00% and 3.50%~~5.00%~~ per year.
  3. Non-economic assumptions, such as rates of separation, disability, retirement, mortality, etc., shall be determined by City management in consultation with the actuary to reflect current experience.
- D. The difference between the accrued liability and actuarial value of assets will be amortized to achieve 100% funding in 2040 (a 30 year closed period that began in 2011) based upon a level percentage of payroll.
- E. Actuarial assets will be determined using market valuation.

The City will make its actuarially determined contribution to the Yorkville Police Pension Fund in monthly installments each year, based on the amount received per the property tax levy each month.

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# UNITED CITY OF YORKVILLE

## PENSION FUNDING POLICY

### VI. REPORTING

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### VIII. FUTURE AMENDMENTS

Funding a defined benefit pension plan requires a long term horizon. Assumptions and inputs into the policy focus on long-term trends, not year-to-year shifts in the economic or non-economic environments. Generally, assumptions or inputs should be evaluated and changed if long-term economic or non-economic inputs have fundamentally changed or are no longer reasonable. If, in the opinion of the City's Finance Director or Treasurer, conditions change to such an extent so as to alter the effectiveness of this policy statement, such changed circumstances shall be brought to the attention of the City Council for their consideration and review.

### IX. EFFECTIVE DATE

This policy shall be effective immediately upon approval by the City Council.

PATROL UNION							
Associates Degree	3.00%	3.00%	% of Annual Increase	3.00%	% of Annual Increase	3.00%	% of Annual Increase
	5/1/2023	5/1/2024		5/1/2025		5/1/2026	
less than 1 year	64,927.19	66,875.01	3.00%	68,881.26	3.00%	70,947.70	3.00%
After 1 year	71,249.34	73,386.82	3.00%	75,588.42	3.00%	77,856.07	3.00%
<b>% of Step Increase</b>	<b>9.74%</b>	<b>9.74%</b>		<b>9.74%</b>		<b>9.74%</b>	
After 2 years	74,703.74	76,944.85	3.00%	79,253.20	3.00%	81,630.80	3.00%
<b>% of Step Increase</b>	<b>4.85%</b>	<b>4.85%</b>		<b>4.85%</b>		<b>4.85%</b>	
After 3 years	78,616.24	80,974.73	3.00%	83,403.97	3.00%	85,906.09	3.00%
<b>% of Step Increase</b>	<b>5.24%</b>	<b>5.24%</b>		<b>5.24%</b>		<b>5.24%</b>	
After 4 years	82,547.04	85,023.45	3.00%	87,574.15	3.00%	90,201.37	3.00%
<b>% of Step Increase</b>	<b>5.00%</b>	<b>5.00%</b>		<b>5.00%</b>		<b>5.00%</b>	
After 5 years	89,810.92	92,505.25	3.00%	95,280.41	3.00%	98,138.82	3.00%
<b>% of Step Increase</b>	<b>8.80%</b>	<b>8.80%</b>		<b>8.80%</b>		<b>8.80%</b>	

PATROL UNION							
Bachelor's Degree	3.00%	3.00%	% of Annual Increase	3.00%	% of Annual Increase	3.00%	% of Annual Increase
	5/1/2023	5/1/2024		5/1/2025		5/1/2026	
less than 1 year	66,225.11	68,211.86	3.00%	70,258.22	3.00%	72,365.97	3.00%
After 1 year	72,744.67	74,927.01	3.00%	77,174.82	3.00%	79,490.06	3.00%
<b>% of Step Increase</b>	<b>9.84%</b>	<b>9.84%</b>		<b>9.84%</b>		<b>9.84%</b>	
After 2 years	76,196.99	78,482.90	3.00%	80,837.39	3.00%	83,262.51	3.00%
<b>% of Step Increase</b>	<b>4.75%</b>	<b>4.75%</b>		<b>4.75%</b>		<b>4.75%</b>	
After 3 years	80,188.36	82,594.01	3.00%	85,071.83	3.00%	87,623.98	3.00%
<b>% of Step Increase</b>	<b>5.24%</b>	<b>5.24%</b>		<b>5.24%</b>		<b>5.24%</b>	
After 4 years	84,197.79	86,723.72	3.00%	89,325.43	3.00%	92,005.19	3.00%
<b>% of Step Increase</b>	<b>5.00%</b>	<b>5.00%</b>		<b>5.00%</b>		<b>5.00%</b>	
After 5 years	91,994.13	94,753.95	3.00%	97,596.57	3.00%	100,524.47	3.00%
<b>% of Step Increase</b>	<b>9.26%</b>	<b>9.26%</b>		<b>9.26%</b>		<b>9.26%</b>	



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2023-53

### Agenda Item Summary Memo

**Title:** 2023 Website Redesign – Design Configuration Preview

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** A discussion will take place.

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Erin Willrett Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: August 22, 2023  
Subject: 2023 Website Redesign – Design Configuration Preview

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## **Summary**

An update on the City's website redesign process.

## **Background**

This item was last discussed at the May Administration committee, where the committee reviewed the design concept given to staff at the October Administration Committee Meeting. The last redesign was in the summer of 2020. Since Fall of 2022, staff from all departments have been collaborating on all elements of the new redesign. All content will remain the same, but the look of the website will be reimagined. The focus is on accessibility, service, and transparency. Staff is trying to make it as easy as possible for the public to navigate the website and provide documents within an easy-to-find manner.

To meet the goals of the timeline of the new website design roll-out of summer 2023, Civic Plus has provided the attached Design Concept of the website. With the approval of the Mood Board and Proposed Layouts, the website engineers have moved on to focus on the aesthetics and visual design of the website. Attached is the proposed design Concept for the City's website. Comments from the staff redesign team are below:

- Confirm language choice (to switch between English/Spanish)
- City Events icon (photo below) link to the [Yorkville.il.us/specialevents](http://Yorkville.il.us/specialevents) page

At this time, staff is looking for general feedback on the Design Configuration Preview. The "launch" schedule date of the new re-design is scheduled for the afternoon of Thursday, September 14<sup>th</sup>.

## **Recommendation**

No further action at this time is recommended. Discussion only.



# UNITED CITY OF YORKVILLE

- Report a Concern
- Agendas & Minutes
- Parks & Recreation
- Online Utility Payments
- Permits & Licenses
- City Events
- Garbage/Recycling



Water Use Restriction



New Interactive Fall Program



The Yorkville Minute Newsletter



Hometown Days Festival

## DISCOVER MORE

STAY UP TO DATE WITH YORKVILLE



**AUG 16**

**Administration Committee - Cancelled**  
This meeting has been cancelled. Regular monthly meeting of the Administration Committee.  
[Read On...](#)

**AUG 22**

**Fire and Police Commission - Special**  
[Read On...](#)  
**City Council Meeting**  
Regular bi-monthly meeting of the City Council.  
[Read On...](#)

**AUG 23**

**Police Pension Fund Board - Special**  
[Read On...](#)

[VIEW ALL EVENTS](#)



### Contact Us

United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
Phone: 630-553-4350  
Hours: 8:00 am - 4:30 pm

### Quick Links

Employee Intranet  
Elected Officials  
Approved Fiscal Year Budget  
Annual Comprehensive Financial Report

### FAQs

What should I do if I move in or out of Yorkville?  
How can I pay my utility bill?  
How do I sign up for MyGovHub?

### Site Links

Home  
Site Map  
Accessibility  
Copyright Notices



Agendas, Minutes & Packets

City Code

Annual Meeting Schedule

Bids & RFPs

Boards & Commissions +

Citizen Information & Transparency +

City Council +

City Documents Directory

City Elections

City Hall

Redistricting - Proposed  
Ward Map - 2022

[Home](#) > [Government](#) > Agendas, Minutes & Packets

## 2023 Agendas, Minutes & Packets

Current agendas, approved minutes and meeting packets for City Council and all other city boards, committees, and commissions can be found below.

Previous years' agendas, approved minutes and meeting packets can be found in the [Laserfiche Portal](#). [Adobe Reader](#) may be required to view some documents. 

### City Council

Meeting Date	Agenda	Packet	Minutes	Audio
August 8, 2023	<a href="#">Notice - Remote Meeting Attendance agenda</a>	<a href="#">packet</a>		<a href="#">audio</a>
July 25, 2023	<a href="#">Notice - Remote Meeting Attendance</a>	<a href="#">packet</a> <a href="#">PZC2 Additional Packet</a>		<a href="#">audio</a>



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

Public Works Committee #1

Tracking Number

PW 2023-68

### Agenda Item Summary Memo

**Title:** Well No. 7 Standby Generator – Design Engineering Agreement

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Please see the attached memo.

#### Council Action Previously Taken:

Date of Action: PW – 8/15/23      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-68

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: August 10, 2023  
Subject: Well 7 standby generator – design engineering agreement

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## **Summary**

Consideration of a design engineering agreement with EEI for the Well 7 standby generator.

## **Background**

This item was last discussed during the FY 24 budget presentation, when the City Council reviewed a budget proposal that contains ~\$35,000 in design engineering costs in FY 24 and \$1,245,000 in FY 25 for construction engineering and project costs for installation of a standby electric generator for Well 7 water tower and water treatment plant. Accordingly, EEI has submitted a design engineering contract for the project.

The agreement submitted by EEI covers design engineering services only. The total cost of the contract is a fixed fee amount of \$52,545. As stated above, \$35,000 of this cost is included in the FY 24 budget. The remaining ~\$17,000 can be covered without a budget amendment due to cost savings and project deferrals throughout the water department. The change in the original design engineering estimate in Spring 2023 and current is due to the inclusion of a future booster pump station now contemplated to be needed as part of the Lake Michigan water supply project. This work is expected to begin in 2024 after the design work is complete in late 2023 and the project is bid out in Spring 2023/2024.

## **Recommendation**

Staff recommends approval of the design engineering agreement with EEI for the Well 7 standby generator.

**Well No. 7 Water Treatment Plant Standby Generator  
United City of Yorkville  
Professional Services Agreement – Design Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering will be provided for the addition of a new standby generator, ATS, and associated electrical improvements at the Well No. 7 Water Treatment Plant; (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$52,545, of which direct expenses are estimated at \$18,580. 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:  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)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

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



- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Estimated 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  
651 Prairie Pointe  
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, PE  
Chief Operating Officer / President

\_\_\_\_\_  
Jori Behland  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



# STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

**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.



**Well No. 7 Water Treatment Plant Standby Generator  
United City of Yorkville, IL  
Professional Services Agreement - Design**

**Engineering Attachment B – Scope of Services**

The United City of Yorkville intends to install a new stationary generator at the Well No. 7 Water Treatment Plant (WTP). In the interim, the City will utilize the new generator to provide emergency power for Well No. 7 and WTP Facilities. The new generator will also provide emergency power for the future Lake Michigan Booster Pump Station.

The following list of work items establishes the scope of engineering services for this project:

**DESIGN ENGINEERING:**

**1.1 Project Management and Administration**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Subconsultants (Archer Consulting Engineers and Hutter Trankina Engineering), and Other Regulatory Agencies (IEPA)
- Project Kick-Off Meeting Between the City and EEI

**1.2 Design and Project Manual Preparation**

- Evaluate Different Design Options for the Generator
- Preparation of 60% and 100% Engineering Plans
- Preparation of 60% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

**1.3 WIFIA Front End Bidding Documents**

- Preparation of WIFIA Front End Bidding Documents

**1.4 IEPA Construction Permit Coordination**

- Prepare IEPA Construction Permit Application and Acquire Permit

**1.5 Bidding and Contracting**

- Prepare Advertisement for Bids and Post Bidding Documents on Quest CDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

The following scope of services will be provided by EEI's subconsultants Archer Consulting Engineers and Hutter Trankina Engineering:

Archer Consulting Engineering

- Electrical Survey and Design – Plans and Specifications
- Assistance with ComEd Service Application for Modified Electrical Service



### Hutter Trankina Engineering

- Structural Design of Generator Foundation – Plans and Specifications

The above scope of services for the Well No. 7 Water Treatment Plant Standby Generator includes the following assumptions and exclusions:

- City will prepare and apply for the IEPA operating permit.
- Preparation of WIFIA project plan and loan documentation is not included.
- Geotechnical Engineering or CCDD Coordination is not included.
- Construction Engineering Services is not included.
- Topographic Survey of the project area is not included.
- The new generator will not be designed to power Well No. 7 and the future Lake Michigan Booster Pump Station simultaneously.
- This scope does not include the design engineering services for the future Lake Michigan Booster Pump Station and electrical service.

The above scope for the “WELL NO. 7 WATER TREATMENT PLANT STANDBY GENERATOR” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

**CLIENT**

**United City of Yorkville**

**PROJECT TITLE**

**Well No. 7 Water Treatment Plant Standby Generator - Design Engineering**

**PREPARED BY**

**KEP**

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
<b>DESIGN ENGINEERING</b>														
1.1	Project Management and Administration		4	8		2	-	-	-	-	-	-	14	\$ 2,912
1.2	Design and Project Manual Preparation		1	24	-	32	-	-	-	2	32	-	91	\$ 15,645
1.3	WIFIA Front End Bidding Documents		3	6	-	6	-	-	-	-	-	-	15	\$ 2,913
1.4	IEPA Construction Permit Coordination		1	4	-	4	-	-	-	-	-	1	10	\$ 1,773
1.5	Bidding and Contracting		2	18	-	32	-	-	-	-	8	2	62	\$ 10,722
<b>Design Engineering Subtotal:</b>			<b>11</b>	<b>60</b>	<b>-</b>	<b>76</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>40</b>	<b>3</b>	<b>192</b>	<b>\$ 33,965</b>
<b>PROJECT TOTAL:</b>			<b>11</b>	<b>60</b>	<b>-</b>	<b>76</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>40</b>	<b>3</b>	<b>192</b>	<b>33,965</b>

**DIRECT EXPENSES**

Mileage =	\$	320
Printing =	\$	260
Archer (Design) =	\$	14,000
HTE (Design) =	\$	4,000
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>18,580</b>

**LABOR SUMMARY**

EEI Labor Expenses =	\$	33,965
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>33,965</b>

**TOTAL COSTS \$ 52,545**



**ATTACHMENT D: ESTIMATED SCHEDULE**

<b>CLIENT</b>	<b>PROJECT NUMBER</b>
United City of Yorkville	YO2329-P
<b>PROJECT TITLE</b>	<b>DATE</b> <b>PREPARED BY</b>
Well No. 7 Water Treatment Plant Standby Generator - Design Engineering	7/27/23      KEP

TASK NO.	TASK DESCRIPTION	2023							2024											
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		<b>DESIGN ENGINEERING</b>																		
1.1	Project Management and Administration																			
1.2	Design and Project Manual Preparation																			
1.3	WIFIA Loan Documentation																			
1.4	IEPA Construction Permit Coordination																			
1.5	Bidding and Contracting																			







# Engineering Enterprises, Inc.

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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2023-70

**Agenda Item Summary Memo**

**Title:** Water Connection Fee Increase Proposal

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Please see the attached memo.

**Council Action Previously Taken:**

Date of Action: PW – 8/15/23      Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-70

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

<b>Submitted by:</b> <u>Bart Olson</u>	<u>Administration</u>
Name	Department

**Agenda Item Notes:**

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: August 10, 2023  
Subject: Water Connection Fee Increase - proposal

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## **Summary**

Consideration of a proposal to increase water connection fees over the next five years to offset costs of future water capital projects.

## **Background**

This item was last discussed by the Public Works Committee in June, when the committee reviewed existing water connection fee amounts, a calculation of maximum fee amounts allowed, and several options for PE-based or flat water connection fees that would cover a combination of existing debt service on past projects and the upcoming Lake Michigan water supply project. The packet materials from the June Public Works Committee meeting are attached for reference. Since that meeting, the staff and the Mayor have been reviewing the options for a proposed increase in the water connection fees.

That recommendation has landed on an across the board, \$5,000 increase in the water connection fees, but spread out over a 5 year period. In general, we are not proposing to change the structure of the PE-based water connection fee. The exhibit illustrating the 5 year roll-in of the fee increase is attached. For example, the water connection fee for a new single unit home, with an assumed 3.5 people per household, is currently at \$5,555. We propose to increase that to \$6,555 on May 1, 2024, \$7,555 on May 1, 2025, and so on through May 1, 2028. This five-year roll-in would give developers and homeowner plenty of notice of a water connection fee increase and would give them the ability to prepay the water connection fees on vacant lots at any time. For instance, a subdivision developer is legally allowed to pay the City for all vacant single-unit lots' water connection fees at the \$5,555 amount until May 1, 2024. From past experience, some developers will prepay the fees, depending on their development plans. For the commercial water connection fees, we propose the same \$5,000 total increase spread out over a 5-year period (i.e. \$1,000 per year).

## **Recommendation**

Staff recommends the proposal to increase water connection fees over the next five years as illustrated in the attached exhibit.

Residence Type	Projected PE Per Residence	Current Connection Fee \$1,587/PE	Maximum Fee Calculation	Proposal PE Based, 5 year roll in			
				5/1/24	5/1/25	5/1/26	5/1/27
Efficiency or Studio Apartment	1.0	\$ 1,587	\$ 9,050	\$ 2,587	\$ 3,587	\$ 4,587	\$ 5,587
1 Bedroom Apartment/Condo	1.5	\$ 2,381	\$ 9,050	\$ 3,381	\$ 4,381	\$ 5,381	\$ 6,381
2+ Bedroom Apartment/Condo	3.0	\$ 4,761	\$ 14,634	\$ 5,761	\$ 6,761	\$ 7,761	\$ 8,761
1 Bedroom Townhome	1.5	\$ 2,381	\$ 9,050	\$ 3,381	\$ 4,381	\$ 5,381	\$ 6,381
2+ Bedroom Townhome	3.0	\$ 4,761	\$ 14,634	\$ 5,761	\$ 6,761	\$ 7,761	\$ 8,761
Duplex Home	3.0	\$ 4,761	\$ 14,634	\$ 5,761	\$ 6,761	\$ 7,761	\$ 8,761
Single Unit Home	3.5	\$ 5,555	\$ 17,073	\$ 6,555	\$ 7,555	\$ 8,555	\$ 9,555

5/1/28

\$ 6,587  
\$ 7,381  
\$ 9,761  
\$ 7,381  
\$ 9,761  
\$ 9,761  
\$ 10,555

**Ordinance No. 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
AMENDING THE YORKVILLE CITY CODE, TITLE 7, CHAPTER 5, SECTION 7-5-3A**

**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**, Title 7, Chapter 5, Section 3 of the Yorkville City Code, establishes the location, installation and connection fees for all water service provided by the City; and,

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) have reviewed the fees for water connection to City water service and have determined it is necessary to increase the residential connections fees in light of the costs to be incurred by the City to provide a new water source for its water service to City users; and,

**WHEREAS**, the Corporate Authorities have determined that it is in the best interest of the City to amend Title 7, Chapter 5, Section 7-5-3A of the Yorkville City Code to establish residential connection fees for the fiscal years of 2024 through and including fiscal year 2028, all as hereinafter provided in order to permit such fees to be considered in budgeting for new residential construction.

**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 5 of the Yorkville City Code, be and is hereby amended by deleting Section 7-5-3A and replacing it with the following commencing May 1, 2024 and continuing through April 30, 2028:

*“Sec. 7-5-3 Water Service Connections and Installations.*

A. *Location of connections and installations:* All connections and installations of water service shall be made from the existing main upon applicant’s street to the street side of applicant’s sidewalk or to a point four feet (4’) within the curb line, whichever point the Director of Public Works shall determine. Said connections and installations shall be witnessed by authorized employees of the City and only after payment by the user or property owner at the time of application for water to the Finance Director of a connection fee as outlined below:

**RESIDENTIAL CONNECTION FEES**

<u>Residence Type</u>	<u>Connection Fee Commencing</u>				
	5/1/24	5/1/25	5/1/26	5/1/27	5/1/28
Efficiency or Studio apartment	\$ 2,587	\$3,587	\$4,587	\$5,587	\$6,587
1 bedroom apartment/condominium	\$ 3,381	\$4,381	\$5,381	\$6,381	\$7,381
2 plus bedroom apartment/condominium	\$5,761	\$6,761	\$7,761	\$8,761	\$9,761
1 bedroom townhome	\$3,381	\$4,381	\$5,381	\$6,381	\$7,381
2 plus bedroom townhome	\$5,761	\$6,761	\$7,761	\$8,761	\$9,761
Duplex home	\$5,761	\$6,761	\$7,761	\$8,761	\$9,761
Single-family home	\$6,555	\$7,555	\$8,555	\$9,555	\$10,555

*Note:* The connection fees shall not include the connection only for supplying water for fire suppression.

**NON-RESIDENTIAL CONNECTION FEES**

<u>Water Meter Size</u>	<u>Water Connection Fee</u>				
	5/1/24	5/1/25	5/1/26	5/1/27	5/1/28
Less than or equal to 1 inch	\$ 4,700	\$5,700	\$6,700	\$7,700	\$8,700
1 ½ inch	\$ 5,000	\$6,000	\$7,000	\$8,000	\$9,000

2 inch	\$ 6,000	\$ 7,000	\$ 8,000	\$ 9,000	\$ 10,000
3 inch	\$ 9,000	\$ 10,000	\$ 11,000	\$ 12,000	\$ 13,000
4 inch	\$ 16,000	\$ 17,000	\$ 18,000	\$ 19,000	\$ 20,000
6 inch and larger	TBD				

*Notes:*

1. The connection fees shall not include the connection only for supplying water for fire suppression.
2. Non-residential land use shall be considered all land uses other than those defined in the residential connection fees table.
3. TBD = Connection fee to be determined by City Council on a case by case basis.

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

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



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  
 \_\_\_\_\_  
 New Business #6  
 \_\_\_\_\_  
 Tracking Number  
 \_\_\_\_\_  
 PW 2023-56  
 \_\_\_\_\_

**Agenda Item Summary Memo**

**Title:** Water Connection Fee Analysis and Recommendations

**Meeting and Date:** Public Works Committee – June 20, 2023

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

**Council Action Previously Taken:**

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

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

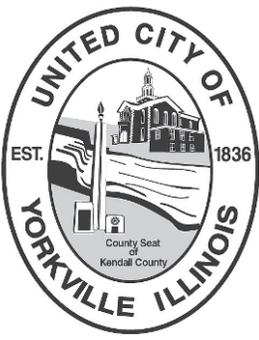
**Type of Vote Required:** Informational

**Council Action Requested:** None  
 \_\_\_\_\_

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

**Agenda Item Notes:**

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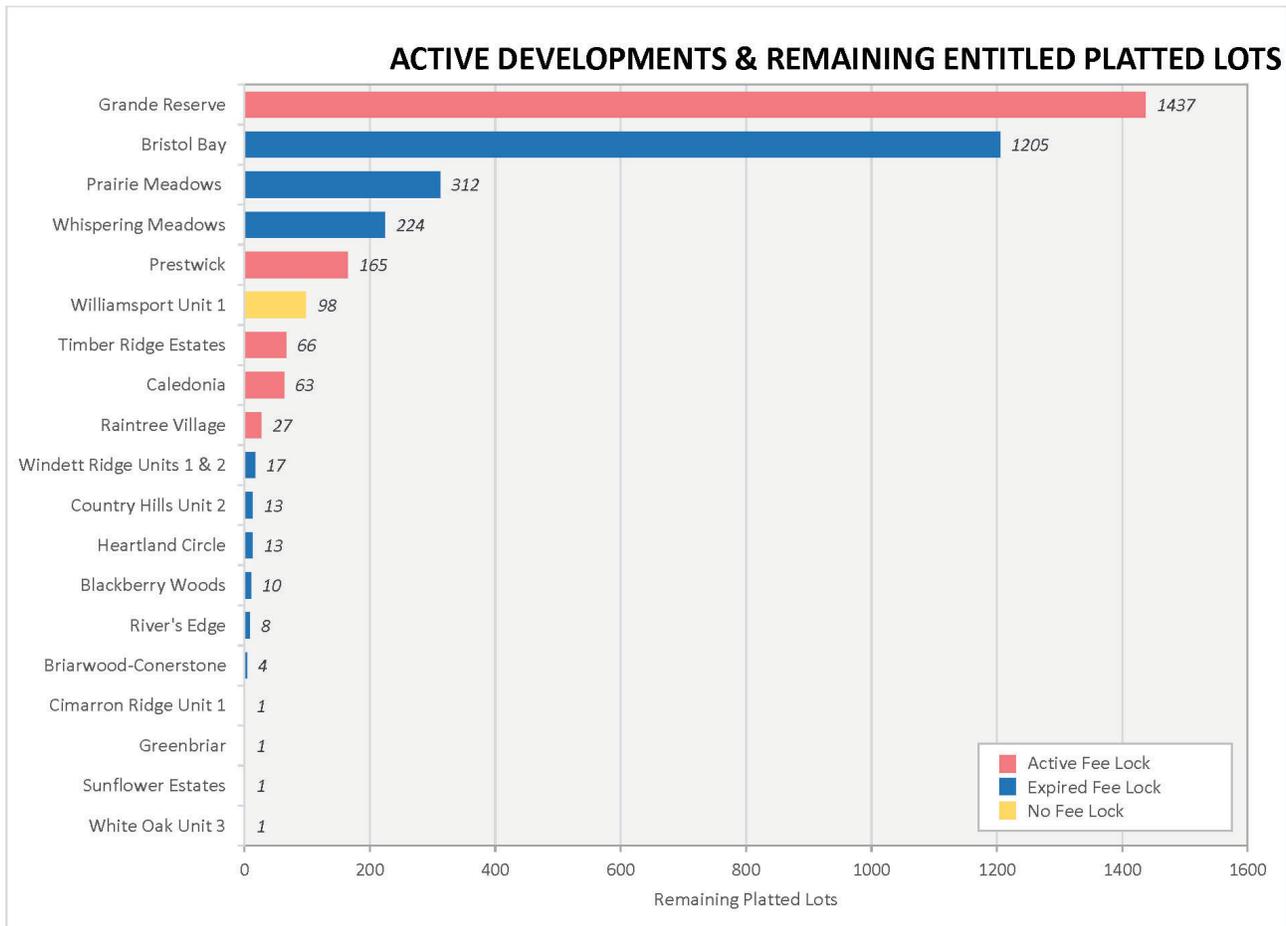


# Memorandum

To: Public Works Committee  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Date: June 12, 2023  
 Subject: **Water Connection Fee Analysis and Recommendations**

## Summary

The Community Development Department staff was asked to provide a summary of how a proposed water connection fee increase would affect currently entitled (unplatted and platted) residential developments. Since the mid-2000's, the City has tracked the buildout of residential subdivisions which consisted of thirty-five (35) developments in various stages of construction. As of April 2023, fourteen (14) of the 35 developments are completely built out. Although the remaining 21 residential subdivisions have lots still available for construction, only twelve (12) remain active with construction without a lock on building permit and connection fees. This analysis will focus on those twelve (12) active residential subdivisions, as illustrated below.



## Analysis

In the above active residential subdivisions without a fee lock, there are **1,908** entitled lots available for development. Based upon an estimated water connection fee increase by residence type, as described in the following chart proposed by EEI, the estimated revenue from the current water connection rates of these 1,908 undeveloped lots is approximately \$9.6M, however, if the proposed new rates are applied, the revenue estimates range between approximately \$19.9M and \$29.6M should these parcels buildout. The charts on the following page illustrate the projected revenue.

**EXISTING CONNECTION FEE TABLE**

Residence Type	Current Connection	# of Available Units	Est. Total Revenue
	Fee \$1,587		
Efficiency or Studio Apartment	\$1,587	0	\$0
1 Bedroom Apartment/Condo	\$2,380	0	\$0
2+ Bedroom Apartment/Condo	\$4,761	272	\$1,294,992
1 Bedroom Townhome	\$2,380	0	\$0
2+ Bedroom Townhome	\$4,761	762	\$3,627,882
Duplex Home	\$4,761	182	\$866,502
Single Family Home	\$5,554	692	\$3,843,368
<b>TOTAL</b>		<b>1908</b>	<b>\$9,632,744.00</b>

**\$3,291 CONNECTION FEE TABLE**

Residence Type	Potential Connection	# of Available Units	Est. Total Revenue
	Fee \$3,291		
Efficiency or Studio Apartment	\$3,291	0	\$0
1 Bedroom Apartment/Condo	\$4,937	0	\$0
2+ Bedroom Apartment/Condo	\$9,873	272	\$2,685,456
1 Bedroom Townhome	\$4,937	0	\$0
2+ Bedroom Townhome	\$9,873	762	\$7,523,226
Duplex Home	\$9,873	182	\$1,796,886
Single Family Home	\$11,519	692	\$7,971,148
<b>TOTAL</b>		<b>1908</b>	<b>\$19,976,716.00</b>

**50% OF CURRENT + INCREASE (OPTION A) CONNECTION FEE TABLE**

Residence Type	Potential Connection	# of Available Units	Est. Total Revenue
	Fee		
Efficiency or Studio Apartment	\$4,085	0	\$0
1 Bedroom Apartment/Condo	\$5,730	0	\$0
2+ Bedroom Apartment/Condo	\$10,667	272	\$2,901,424
1 Bedroom Townhome	\$5,730	0	\$0
2+ Bedroom Townhome	\$10,667	762	\$8,128,254
Duplex Home	\$10,667	182	\$1,941,394
Single Family Home	\$12,312	692	\$8,519,904
<b>TOTAL</b>		<b>1908</b>	<b>\$21,490,976.00</b>

**100% OF CURRENT + INCREASE (OPTION B) CONNECTION FEE TABLE**

Residence Type	Potential Connection	# of Available Units	Est. Total Revenue
	Fee		
Efficiency or Studio Apartment	\$4,878	0	\$0
1 Bedroom Apartment/Condo	\$7,317	0	\$0
2+ Bedroom Apartment/Condo	\$14,634	272	\$3,980,448
1 Bedroom Townhome	\$7,317	0	\$0
2+ Bedroom Townhome	\$14,634	762	\$11,151,108
Duplex Home	\$14,634	182	\$2,663,388
Single Family Home	\$17,073	692	\$11,814,516
<b>TOTAL</b>		<b>1908</b>	<b>\$29,609,460.00</b>

Note, there is a platted single-family residential development, Williamsport Subdivision, which has 98 lots that is without a fee lock but has remained dormant since 1972. Although not active, staff has included this development in the above estimates due to recent calls from builders interested in this development.

Additionally, of the five (5) residential developments that have a fee lock in place, four (4) are scheduled to expire within the next 5 years. These developments include Caledonia, Prestwick, Raintree Village and Timber Ridge Estates (former Kendallwood Estates) which consists of 321 entitled undeveloped lots. While Grande Reserve's 1,437 remaining lots has a fee lock set to expire in 2041. If the trend of construction for the past decade continues at its current rate (estimating 200 permits per year), a majority of these units will likely be absorbed by the market before their fee locks expire.

### **Staff Comments**

Based upon the above analysis, staff anticipates the proposed water connection fee will have a significant impact on the existing entitled residential developments because over half (12 of 21 or 58%) of the residential subdivisions are affected. Further, the projected revenue expected by the water rate increase from these developments range between ~\$20M to ~\$30M until the units are fully built out within the next 3.5 years, as estimated from the trend in construction activity over the previous decade. This is compared to ~\$10M at the current rate until all 1,908 units are built out. For your reference, please see the attached population projection spreadsheet and chart of residential building and development fees from which this analysis is based.

Name of Current Development	Unit Type	Dwelling Units Built (October 2021)	PLATTED UNITS					Population per DU	Avg. Pop. Growth per year									
			Total Platted Dwelling Units	% Built of Platted Dwelling Units	Platted Dwelling Units Remaining	Potential units per year				2023	2024	2025	2026	2027	2028	2029	2030	
Blackberry Woods	Single Family	122	132	92.4%	10	3	2.9	8.7		8.7	8.7	8.7	2.9					
Briarwood	Single Family	37	41	90.2%	4	1	2.9	2.9		2.9	2.9	2.9	2.9					
Bristol Bay	Single Family	210	276	76.1%	66	17	2.9	49.3		49.3	49.3	49.3	43.5					
	Duplex	0	0	#DIV/0!	0	0	2.9	0		0.0	0.0	0.0	0.0					
	Town Homes	281	460	61.1%	179	60	2.9	174		174.0	174.0	174.0	0.0					
	Condominiums	352	624	56.4%	272	0	2.0	0		0.0	0.0	0.0	0.0					
Caledonia	Single Family	143	206	69.4%	63	22	2.9	63.8		63.8	63.8	63.8						
Country Hills	Single Family	122	135	90.4%	13	3	2.9	8.7		8.7	8.7	8.7	8.7					
Fox Highlands	Single Family	30	33	90.9%	3	0	2.9	0		0.0	0.0	0.0						
Grande Reserve	Single Family	809	1123	72.0%	314	79	2.9	229.1		229.1	229.1	229.1	229.1					
	Duplex	62	64	96.9%	2	2	2.9	5.8		5.8	0.0	0.0	0.0					
	Town Homes	225	244	92.2%	19	19	2.9	55.1		55.1	0.0	0.0	0.0					
	Apartments	0	0	#DIV/0!	0	0	2.0	0		0.0	0.0	0.0	0.0					
Greenbriar	Single Family	157	158	99.4%	1	0	2.9	0		0.0	0.0	0.0						
Heartland Circle	Single Family	249	262	95.0%	13	3	2.9	8.7		8.7	8.7	8.7	8.7					
Heartland Meadows	Single Family	37	46	80.4%	9	4	2.0	8		8.0	8.0	2.0						
Kendall Marketplace	Single Family	19	28	67.9%	9	3	2.9	8.7		8.7	8.7	8.7						
	Town Homes	48	120	40.0%	72	24	2.9	69.6		69.6	69.6	69.6						
Prairie Meadows	Single Family Multi-Family	120 0	164 0	73.2% #DIV/0!	44 0	2 0	2.9 2.0	5.8 0		5.8 0.0	5.8 0.0	5.8 0.0	5.8	5.8	5.8	5.8		
Prestwick of Yorkville	Single Family	107	108	99.1%	1	2	2.9	5.8		0.0								
Raintree Village	Single Family	375	402	93.3%	27	27	2.9	78.3		78.3								
	Duplex	124	124	100.0%	0	0	2.9	0										
	Town Homes	128	128	100.0%	0	0	2.9	0										
River's Edge	Single Family	156	167	93.4%	11	1	2.9	2.9		2.9	2.9	2.9	2.9	2.9	2.9	2.9		
Whispering Meadows	Single Family	222	295	75.3%	73	0	2.9	0		0.0	0.0	0.0						
White Oak Estates	Single Family	94	95	98.9%	1	1	2.9	2.9		0.0	0.0	0.0						
Windett Ridge	Single Family	256	275	93.1%	19	6	2.9	17.4		17.4	17.4	17.4						
									2023	2024	2025	2026	2027	2028	2029	2030		
									TOTAL:				797	658	652			
									Average Dwellings Built:				258	258	258	258		
									Average Resident Per Unit				2.7	2.7	2.7	2.7		
													697	697	697	697		
									TOTALS:	23,737	24,534	25,191	25,843	26,539	27,236	27,933	28,629	

### Residential Building & Development Fees (As of April 2023)

Development	Fee Lock Expiration	Ord./Res. Number	% Platted Lots Build Out	Remaining Platted Lots	School Transition Fee	Building Permit Fees*	Water Connection	Water Meter	Sewer Connection	Public Walks Driveway	Capital Fees (Development)	Land/Cash SFD/SFA	Road Contribution
Autumn Creek	4/25/2021	2016-33	100%	0	3,000	1,150	2,600 SFD 2,280 SFA	590 SFD	2,000	60	2,800	2,087.09 SFD 1,222.20 SFA	0
Blackberry North <sup>1</sup>	N/A	1994-24	100%	0	1,500	1,150	3,700 SFD	435 SFD	2,000	60	1,150	1,960 SFD	0
Blackberry Woods	12/18/2018	2010-2018	92.4%	10	3,000	1,150	5,554 SFD	550 SFD	2,000	60	2,650	5,348.18 SFD	0
Briarwood-Cornerstone	6/11/2021	2013-14	90.2%	4	3,000	1,500	5,554 SFD	550 SFD	200	0	1,200	5,719 SFD	0
Bristol Bay	4/26/2018	2010-32	62.0%	517	3,000	1,150	5,554 SFD/DU 4,761 SFA (2 bed) 2,380 SFA (1 bed)	550 SFD 700 SFA	2,000	60	4,409	2,668.16 SFD 1,678.45 DU 1,562.48 TH 1,380.33 CONDO	2,000
Caledonia	11/25/2023	2016-08	98.6% (Phase 1&2) 0% (Phase 3)	2 (Phase 1&2) 61 (Phase 3)	3,000	1,150	2,660 SFD	550 SFD	2,000	60	2,100	5,398.75 SFD	0
Cannonball Estates	10/28/2004	1999-20	100%	0	3,000	1,150	3,700 SFD	435 SFD	2,000	60	8,009	2,677 SFD	0
Cimarron Ridge Unit 1 <sup>2</sup>	10/26/1999	1989-9	98.6%	1	0	1,150	3,700 SFD	435 SFD	2,000	60	4,259	3,161 SFD 1,370 SFA	0
Cimarron Ridge Unit 2 <sup>2</sup>	10/26/1999	1989-9	100%	0	0	1,150	3,700 SFD	435 SFD	2,000	60	4,259	0	0
Country Hills Unit 1 <sup>1</sup>	12/31/2019	Res. 2014-13	100%	0	1,500	1,150	3,700	435 SFD 590 SFA	2,000	60	1,150	1,622/ 738	0
Country Hills Unit 2 <sup>1,4</sup>	12/31/2019	Res. 2014-13	92.3%	13	3,000	1,150	5,554	550 SFD	2,000	60	4,259	1,622 SFD	0
Fox Highlands <sup>1</sup>	3/27/2012	1997-6	100%	0	3,000	1,150	3,700 SFD 3,171 SFA	435 SFD 590 SFA	200	60	4,259	4,768	0
Foxfield II <sup>1</sup>	N/A		100%	0	3,000	1,150	2,660	435 SFD 590 SFA	2,000	60	1,150	3,958	0
Fox Hill <sup>1</sup>	4/21/2009	1994-14	100%	0	1,500	1,150	3,700 SFD 3,171 SFA (2 bed) 1,586 SFA (1 bed)	435 SFD 590 SFA	2,000	60	4,259	853 SFD 338 DU 214 TH	0
Grande Reserve <sup>3</sup>	7/21/2041	2021-13	76.6%	335	3,000	2,150	0	550 SFD 590 SFA	500	60	1,500 BKFD 832.70 OFPD	0	2,000
Green Briar <sup>1</sup>	N/A		99.4%	1	3,000	1,150	5,554	550 SFD 590 SFA	2,000	60	4,259	1,924 SFD 1,047 DU	0
Heartland <sup>1</sup>	12/29/2019	1999-30	100%	0	1,500	1,150	3,700	435 SFD	2,000	60	1,150	1,892 SFD	0
Heartland Circle	11/26/2022	2002-48	95%	13	3,000	1,150	5,554	550 SFD	2,000	60	4,259	0	0
Kylyn's Ridge	12/11/2007	2002-43	100%	0	3,000	1,150	800	435 SFD	2,000	60	4,259	3,520.50 SFD	0
Prairie Gardens <sup>2</sup>	7/27/2020	2000-36	100%	0	0	1,150	3,171 (2 bed) 1,586 (1 bed)	590 SFA	2,000	60	1,150	1,647	0
Prairie Meadows Lots 1-18	5/24/2009	2003-46	89%	2	3,000	1,150	5,554	550 SFD 590 SFA	2,000	60	4,259	0	0
Prairie Meadows Lots 19-164	5/24/2009	2003-46	71%	42	3,000	1,150	5,554	550 SFD 700 SFA	2,000	60	4,409	0	0
Prestwick	10/8/2023	2013-56	99.1%	1	3,000	1,150	3,700	475 SFD	2,000	60	2,050	1,792.68	0
Raintree Village <sup>1</sup>	4/23/2024	2019-27	95.9	27	1,500	1,150	3,000	550 SFD	0	60	0	0	0
Rivers Edge	3/9/2005	2000-04	93.4%	11	3,000	1,150	5,554	550 SFD	2,000	60	4,259	1,737	0
Sunflower Estates	4/8/2008		99.1%	1	3,000	1,150	5,554	550 SFD	2,000	60	4,259	2,601	0
Timber Ridge Estates (former Kendallwood)	2/17/2027	2022-05	5.7%	66	3,000	1,150	5,554	550 SFD	2,000	60	0	5,349.52	0
Whispering Meadows	8/12/2007	2003-52	75.3%	73	3,000	1,150	5,554	550 SFD	2,000	60	1,650	3,650.64	0

### Residential Building & Development Fees (As of April 2023)

White Oak Units 1 & 2 <sup>2</sup>	8/25/1998	1988-14	100%	0	0	1,150	3,700	435 SFD	2,000	60	1,150	2,079	0
White Oak Unit 3 <sup>2</sup>	8/25/1998	1988-14	99%	1	0	1,150	5,554	550 SFD	2,000	60	4,409	3,298	0
White Oak Unit 4 <sup>2</sup>	8/25/1998	1988-14	100%	0	0	1,150	3,700	435 SFD	2,000	60	1,150	3,298	0
Wildwood Unit 1 <sup>2</sup>	4/14/1993	1983-07	100%	0	0	1,150	3,700	435 SFD	2,000	60	4,259	2,066	0
Williamsport Unit 1	N/A	1972-21	0%	98	0	1,150	5,554	550 SFD	2,000	60	0	0	0
Windett Ridge Unit 1 <sup>1</sup>	12/31/2020	2019-07	98.1%	5	3,000	1,150	5,554	550 SFD	0	60	2,650	0	0
Windett Ridge Unit 2	12/31/2020	2019-07	0%	12	3,000	1,150	5,554	550 SFD	0	60	2,650	0	0

Building Permit Fees: Assumes a 2,500 sq. ft. structure @ \$650.00 + 0.20 per square foot

Sanitary District Fees: \$1,400 per Unit

Sprinklers Add \$50 per unit

School District Fee: \$3,000

<sup>1</sup>School District Fee: \$1,500 (Windett Ridge Unit 1 only for 1<sup>st</sup> 140 permits, then \$3,000)

<sup>2</sup>School District Fee: -0-

<sup>3</sup>Grande Reserve Building Permit Fee: Assumes a 2,500 sq. ft. structure @ \$1,650 + 0.20 per square foot

<sup>4</sup>Country Hills prepaid school transition, water connection, water meter, development fees and land cash for 6 lots prior to fee lock expiration.

Fully Built-Out Subdivision

Expired Fee Lock with Platted Lots Remaining

Lots with Active Fee Lock

**Exhibit A: Water Works System Improvements Per P.E.  
Water System Connection Fee Analysis  
United City of Yorkville  
5/9/2023**

1 P.E. = 75 gpd based on 2nd LMAA Submittal (for all supply, treatment, and storage improvements)

**DRILL WELL NO. 6 AND CONNECT TO WELL NO. 4 WATER TREATMENT PLANT PER P.E.**

Well & Treatment Capacity (GPM)	Additional P.E. Served <sup>a</sup>	Total Project Cost	Cost Per P.E.
1,000      1 Deep	8,471	\$6,668,000	<b>\$788</b>

<sup>a</sup> Based on Reliable Source Capacity (Well operating 18 hours per day to meet the Maximum Day Demand).

<sup>a</sup> Max:Avg Day Ratio = 1.7

<sup>a</sup> 75 gpcd was assumed based on 2nd LMAA Submittal

**CONNECTING TO LAKE MICHIGAN COSTS - CAPACITY**

Improvement	Additional P.E. Served	Additional P.E. to 2050 Population Ratio	Total Project Cost	Cost Per P.E.
LM07 - DWC Water Transmission Mains	21,064	0.44	\$90,520,000	\$1,894
LM08 - DWC Buy-In Costs	21,064	0.44	\$8,856,000	\$185
LM09 - North Delivery Station and Receiving Station (BPS) and NE EWST Altitude Valve	21,064	0.44	\$4,587,000	\$96
LM10 - North Receiving Station Ground Storage Tank (2.0 MG)	21,064	0.44	\$5,650,000	\$118
LM11 - South Delivery Station and Receiving Station (BPS)	21,064	0.44	\$4,362,000	\$91
LM12 - South Receiving Station Ground Storage Tank (2.0 MG)	21,064	0.44	\$5,650,000	\$118
			<b>\$119,625,000</b>	<b>\$2,503</b>

Additional P.E. is calculated based on the population increase from 2023 to 2050.

<b>FEE SUMMARY</b>	<b>FEE PER P.E.</b>
WATER SUPPLY AND TREATMENT	\$788
LAKE MICHIGAN CONNECTION	\$2,503
<b>TOTAL COST</b>	<b>\$3,291</b>

**EXHIBIT B: RESIDENTIAL CONNECTION FEE**

WATER SYSTEM CONNECTION FEE ANALYSIS

United City of Yorkville

6/9/2023

<b>Residence Type</b>	<b>Projected P.E. Per Residence</b>	<b>Current Connection Fee \$1,587/PE</b>	<b>Flat Fee of 2.75 PE Per Unit \$3,291/PE</b>	<b>Potential Connection Fee Increase \$3,291/PE</b>	<b>Potential Connection Fee Total - Option A 50% of Current, Plus Increase</b>	<b>Potential Connection Fee Total - Option B 100% of Current, Plus Increase</b>
Efficiency or Studio Apartment	1.00	\$1,587	\$9,050	\$3,291	\$4,085	\$4,878
1 Bedroom Apartment/Condo	1.50	\$2,381	\$9,050	\$4,937	\$5,730	\$7,317
2+ Bedroom Apartment/Condo	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
1 Bedroom Townhome	1.50	\$2,381	\$9,050	\$4,937	\$5,730	\$7,317
2+ Bedroom Townhome	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
Duplex Home	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
Single Family Home	3.50	\$5,555	\$9,050	\$11,519	\$12,312	\$17,073

Note: The existing connection fee was based on water storage, supply and treatment capacities. With the connection to Lake Michigan, water treatment will no longer be necessary. The water treatment portion of the existing connection fee is approximately 50%.

Note: Existing connection fees were based off of theoretical capacities of major system components: Water supply and treatment and water storage. Water treatment will no longer be utilized moving forward with the connection to Lake Michigan. The water treatment costs were approximately 50% of the original fee.

## EXHIBIT C: NON-RESIDENTIAL CONNECTION FEE

### WATER SYSTEM CONNECTION FEE ANALYSIS

United City of Yorkville

5/9/2023

Water Meter Size	Current Water Connection Fee
1"	\$3,700
1 1/2"	\$4,000
2"	\$5,000
3"	\$8,000
4"	\$15,000
6"	TBD
8"	TBD

#### **Legend**

Non-Residential Land Use shall be considered all  
land uses other than those defined in Exhibit A, Page 1

TBD = Connection Fee To Be Determined By City  
Council on a Case-By-Case Basis

# EXHIBIT D - COMPARISON OF EXISTING CONNECTION FEES BY WATER METER SIZE

## WATER SYSTEM CONNECTION FEE ANALYSIS

United City of Yorkville

5/9/2023

### Residential Connection Fees

Water Meter Size	Yorkville <sup>7</sup>	EXISTING DWC COMMUNITIES		Plainfield	Aurora <sup>5</sup>	Montgomery <sup>6</sup>	North Aurora	Oswego <sup>3</sup>	Plano	Sugar Grove
		Bartlett <sup>4</sup>	Naperville							
1" or Less	\$1,587-\$5,554	\$1,680	\$945	\$2,760	\$1,705	\$1453 x PE	\$3,000	\$2,700	\$2,400	\$495
1-1/2"		\$1,680	\$1365 (1-1/4"), \$1890 (1-1/2")	\$3,305	\$3,125	\$1453 x PE	\$3,588	\$2,700	\$2,400	\$1,005
2"		\$1,680	\$3,024	\$4,280	\$4,980	\$1453 x PE	\$5,550	\$2,700	\$4,800	\$1,150

### Commercial/Industrial Connection Fees

Water Meter Size	Yorkville	EXISTING DWC COMMUNITIES		Plainfield	Aurora <sup>5</sup>	Montgomery <sup>6</sup>	North Aurora	Oswego <sup>3</sup>	Plano	Sugar Grove
		Bartlett <sup>4</sup>	Naperville							
2"	\$5,000	\$0.23 / SF	\$3,024	\$4,280	\$4,980	\$3,500	\$5,550	\$3,800	\$4,800	\$1,150
3"	\$8,000	\$0.23 / SF	\$6,048	\$4,775	\$11,435	\$7,500	\$10,765	\$3,800	\$7,200	\$2,210
4"	\$15,000	\$0.23 / SF	\$9,450	\$5,250	\$19,320	\$13,000	\$20,990	\$3,800		\$3,779
6"	TBD <sup>2</sup>	\$0.23 / SF	\$18,900	\$6,230	\$40,430	\$18,500	\$35,870	\$3,800		\$5,910
8"	TBD <sup>2</sup>	\$0.23 / SF	\$30,240		\$62,760	\$51,000	\$55,975	\$3,800		

#### **Notes**

1. Connection Fees as of February 2023. Note that the rates for some communities are the same regardless of residential vs. non-residential.
2. TBD = Connection fee for meters 6" and larger to be determined by Yorkville City Council on a case by case basis per Ordinance.
3. Oswego rate for Residential: \$2200 connection + \$500 meter fee; Commercial \$3700 connection + \$100 meter fee. 1"-2" assumed to be residential, 2"-8" assumed to be commercial. For multiple-unit residential buildings, \$2,200 per unit.
4. All non-residential and apartment buildings in Bartlett require a connection fee of \$0.23 / SF. Residential buildings in Bartlett require a connection fee of \$1680 "per dwelling unit".
5. Water connection fees for Aurora vary based on type of meter (Disc, Turbo, or Compound) for some meter sizes. The highest fees for each meter size are shown above.
6. Montgomery uses different metrics to calculate residential fees than it does to calculate commercial/industrial fees. Residential connection fees are not based on meter size, but rather on population equivalent per type of dwelling unit. See municipal code for PE ratios. Commercial/industrial fees are listed in a table on the municipal code.
7. Yorkville residential connection fees are based on residence type. See table in municipal code.

**UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS**

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**ORDINANCE NO. 2017-52**

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**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS, AMENDING THE WATER USE AND SERVICE REGULATIONS**

Passed by the City Council of the  
United City of Yorkville, Kendall County, Illinois  
This 24<sup>th</sup> day of October, 2017

Published in pamphlet form by the  
authority of the Mayor and City Council  
of the United City of Yorkville, Kendall  
County, Illinois on November 30, 2017.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE WATER USE AND SERVICE REGULATIONS**

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

**WHEREAS**, the City staff has completed a complete review and update to the requirements and regulations in Chapter 5 of Title 7, for water use and service.

**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 Chapter 5, Water Use and Service, of Title 7 of the Yorkville City Code is hereby amended by deleting said Chapter in its entirety and inserting in lieu thereof the following:

**“Chapter 5  
WATER USE AND SERVICE**

**7-5-1: WATER DEPARTMENT:**

A. Supervision: The Water Department of the City shall be under the supervision of the Director of Public Works who shall report to the City Council the activities of the Department whenever requested by the Council. He shall also keep a correct map of all water mains in the City, with their dimensions, locations and connections, hydrants and cutoffs; and shall keep such books, records, maps and other accounts which shall be delivered to his successor.

B. Salaries And Wages:

1. Director of Public Works: The Director of Public Works may receive his wages from the water fund for his services in the active supervision of said waterworks; such sum to be determined by the current City compensation policies.

2. Department Employees: The Mayor, or his designee, shall have the authority to hire and fire all other employees necessary for the proper operation and management of the waterworks, all wages and other expenses of the water department may be paid out of the water fund in accordance with the budget as approved by the City Council.

**7-5-2: APPLICATIONS FOR WATER SERVICE AND CONNECTIONS:**

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are completed and signed by the applicant with all fees for connection and meter. No connection to a water main shall be made without a permit being issued and

twenty-four (24) hours notice to the Director of Public Works. No water from the City water supply shall be turned on for service into any premises by any person until the water meter has been installed and is registering all water used at the premises.

**7-5-3: WATER SERVICE CONNECTIONS AND INSTALLATIONS:**

A. Location Of Connections And Installations: All connections and installations of water service shall be made from the existing main upon applicant's street to the street side of applicant's sidewalk or to a point four feet (4') within the curb line, whichever point the Director of Public Works shall determine. Said connections and installations shall be witnessed by authorized employees of the City and only after payment by the user or property owner at the time of application for water to the Finance Director of a connection fee as outlined below:

**RESIDENTIAL CONNECTION FEES**

Residence Type	Connection Fee
Efficiency or studio apartment	\$ 1,587.00
1 bedroom apartment/condominium	\$2,380.00
2 plus bedroom apartment/condominium	\$4,761.00
1 bedroom townhome	\$2,380.00
2 plus bedroom townhome	\$4,761.00
Duplex home	\$4,761.00
Single-family home	\$5,554.00

**NON-RESIDENTIAL CONNECTION FEES**

Water Meter Size	Water Connection Fee
Less than or equal to 1 inch	\$ 3,700.00
1 1/2 inch	4,000.00
2 inch	5,000.00
3 inch	8,000.00
4 inch	15,000.00
6 inch and larger	TBD

**Notes:**

The above connection fees shall not include the connection only for supplying water for fire suppression.

Non-residential land use shall be considered all land uses other than those defined in the residential connection fees table.

TBD = Connection fee to be determined by City Council on a case by case basis.

**B. Materials, Equipment And Labor:**

1. The applicant shall furnish materials, equipment and labor to install the service connection. The materials used shall be in compliance with this Chapter and approved by the Director of Public Works and the installer shall be bonded, qualified as a licensed plumber and approved by the Director of Public Works before installation. If the Director of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for the installation of such connections shall be in addition to the above charges.

C. Construction Specifications: All service connections and installations shall be in compliance with the City's then effective Standard Specifications For Improvements adopted by the City Council provided with corporation cock, curb stopcock, shutoff and curb box and subject to approval by the Director of Public Works. All materials, including pipe, stopcock and valves shall be placed and located under the direction of the Director of Public Works.

**7-5-4: WATER METERS:**

All water furnished consumers shall be metered, and all meters shall be in compliance with this Chapter and shall be furnished by the City and set by the Water Department or licensed plumber. Meters shall remain the property of the City and are subject to removal any time. It shall be the responsibility of the property owner to furnish protection to the water meter from theft, vandalism, breakage due to weather conditions or any other damages which may occur. The property owner will be required to pay for any repair to or replacement costs of the water meter if such is necessary (for other than normal maintenance); otherwise, the water meter is the responsibility of the Department of Public Works for accuracy and maintenance, and/or replacement.

**7-5-4-1: METER COSTS:**

All meters and shall be purchased from the City at the then current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

Residential Meter Costs	
5/8"x3/4" -	\$435.00
3/4"x3/4" -	\$460.00

* 1" -	\$590.00
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\* used only when necessitated by plumbing code

Non-Residential Meter Costs	
1 1/2" -	\$1900.00
2" -	\$2110.00
3" -	\$2600.00

**7-5-4-2: METER LOCATIONS:**

The owners shall provide suitable locations in the water piping systems for the meter and meters shall be placed on a service pipe not to exceed two feet (2') from the wall where such pipe enters the premises. The owner shall provide a shutoff valve on the inlet side of the meter and a shutoff valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. There shall be provided a suitable place for the meter so as to keep it dry and clean, and readily accessible at all times to the meter reader and inspector of the Water Department.

**7-5-4-3: SIZE OF METERS:**

- A. The size of meter required for any metered water supply shall be governed by the size and character of the premises served or to be served, as determined by the Building Code Official, in accordance with City Building Codes. The size of meters so specified shall be subject to change from time to time as demand or other condition may require.
- B. The City may require an increase or decrease in the size of a meter in any case where, in the discretion of the City, the use of water exceeds the capacity of the meter or the use is not accurately measured.

**7-5-4-4: MAINTENANCE AND REPAIR:**

Owners or occupants shall be responsible for the care and protection of a meter, but a meter shall be subject to inspection and test at any reasonable time by the Water Department. No person shall interfere with the registration of or break a seal on any meter; providing, however, that the Director of Public Works may grant permission to break a seal for draining pipe or stopping leaks.

**7-5-4-5: METER TESTING:**

- A. Tests May be Made: In case of doubt as to the accuracy of a meter, the consumer may request a test to be made by the Director of Public Works and if the meter is found to measure more than two percent (2%) incorrectly, no charge shall be made; and if an over-register of more

than two percent (2%) is found, a proportional deduction shall be made from the previous water bill. If said meter registers within two percent (2%) of accuracy, then all expense of testing shall be borne by the person making the request.

B. Entry Powers: The Director of Public Works or his designated employees in the City Water Department shall be allowed access at any reasonable time to the residences of all City water users for the purposes of checking the accuracy of the water meter located in the home.

**7-5-4-6: READING METERS:**

The Director of Public Works shall determine the amount of water usage by each individual customer of the City pursuant to any of the following methods to be selected by him in his absolute and sole discretion:

A. An actual meter reading done by physical examination of the water meter or remote radio read, by employees of the City on a bi-monthly basis; or

B. An estimated reading based on customer's usage. Estimates shall be based on the most recently ascertainable data on individual usage available to the Director of Public Works. In no event shall estimated water billings be made for more than three (3) consecutive billing periods in any one year.

**7-5-4-7: SERVICE TO MULTI-FAMILY RESIDENTIAL BUILDINGS WITH ONLY A SINGLE METER OR SHUTOFF**

A. If water is furnished to a multi-family building through a single meter for the purpose of redistribution to the several customers, the water service connection charge shall be the charge for a single-family meter multiplied by the number of customers served.

B. No new water service shall be provided by the City to a multi-family building unless each single-family dwelling unit has a separate meter and shutoff box. It is the expressed policy of the City to prevent the establishment of and to encourage the elimination of all multi-family buildings with only a single meter or shutoff box except as allowed in this section.

C. Effective August 1, 2018, service to a multi-family building with a single meter or shutoff box shall be billed only in the name of the landlord/owner or his or her duly appointed agent until such water service is exclusive to each single-family dwelling unit with meter and shutoff box. Agents appointed to act for the landlord/owner must be identified and authorized in writing to the City by the landlord/owner. The landlord/owner may also be a person, partnership or corporate entity lawfully designated as being solely responsible for the payment of water service to the City.

D. Whenever a disconnection is authorized for a multi-family building with a single meter or shutoff box, water service shall not be reconnected until a separate shutoff box and meter is installed for each single-family dwelling unit at the landlord/owner's expense."

**7-5-5-1: WATER SERVICE RATES AND CHARGES:**

A. Water Infrastructure Improvement And Maintenance Fee; Water Service Rates Established:

1. All water users shall be charged a water infrastructure improvement and maintenance fee of four dollars (\$4.00) per month through April 30, 2017.

2. Water service rates shall be as follows:

d. Effective May 1, 2017, the water rates shall be:

\$17.00 up to 350 cubic feet of usage

\$4.30 per 100 cubic feet of usage over 350 cubic feet

e. Effective May 1, 2018, the water rates shall be:

\$17.00 up to 350 cubic feet of usage

\$4.30 per 100 cubic feet of usage over 350 cubic feet

3. In determining the quantity used for billing purposes, one hundred (100) cubic feet shall include any fractional amount of cubic feet used.

B. More Than One Water Customer Through A Single Meter: Each residential dwelling unit or individual commercial tenant unit will be charged for water as outlined in this section, regardless of the number of housing or commercial units that are served through a single meter.

C. Users Outside City Limits:

1. Water Line And Plant Maintenance Fee: From January 1, 1984, forward, a water line and plant maintenance fee shall be charged at the rate of six dollars and seventy cents (\$6.70) per month to be paid with each water bill, and upon the same terms, conditions and enforcements for each water service meter registration outside of the City; with said water line and plant maintenance fee being established herein by reason of the additional costs, which may vary from time to time, incurred by the City in maintaining and servicing a water delivery system not within its boundaries.

D. Bulk Water Rates: Bulk water rates are \$50.00 per load.

#### **7-5-5-2: BILLS FOR SERVICE; DELINQUENCIES:**

A. Rendition Of Bills; Payment, First Notice: First notice bills for water furnished shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 11 of each year, and all first notice bills and charges for water usage and other services are payable at the office of the Finance Director within 30 days of the date of mailing.

B. Delinquent Bills, Second Notice: After 30 days from the mailing of the first bill and the bill not being paid a delinquent second notice bill shall be mailed. The delinquent second notice bill amount shall be ten percent (10%) greater than the first notice bill amount. The second notice bill shall be due ten (10) days from its date of mailing.

C. Shut-off Of Water Service For Nonpayment; Turn-on Fee; Payment Plan: If a delinquent bill is not paid before its due date, the water service may be shut off from the premises, and shall not be turned on until all back charges are paid, together with a fifty dollar (\$50.00) fee for turning on the water when service is located within the City limits; said fee shall be fifty dollars (\$50.00) plus all back charges when service is located beyond the City limits; provided however, at the discretion of the City Finance Director, a water service customer may enter into a payment plan with the City in order to avoid water shutoff. In this event the customer pays a portion of the delinquent charges as determined by the City Finance Director, so long as all delinquent sums are paid in full within not more than eighteen (18) months, the City shall charge a ten (10%) percent penalty every two months on the past due balance. Nothing in this section shall obligate the City to enter into a payment plan with a water service customer.

**7-5-5-3: RESPONSIBILITY OF WATER SERVICE CUSTOMER:**

Water service accounts and charges shall be kept in the name of the owner of the property served, except as to property owned by the state of Illinois. Only such owner shall be recognized as the consumer, except where the tenant has the account in his/her name. When the account is in the name of the tenant, the owner of the premises served shall be held responsible for the payment of all water rentals and all other proper charges in connection with water services to said premises. Such payments shall be accepted from tenants if tendered by them, but accepting payments from tenants shall not subsequently relieve the owner of the premises from the responsibility of paying water rentals or other service charges when due or relieve the real estate from the lien hereinbefore provided. Any deposit made upon application for service shall be returned to consumer upon termination of service. If the bill for a building with multiple units and a single meter with one owner who pays the bill for all of the units is delinquent, the City may shut-off the entire building as provided in Section 7-5-4-7.

**7-5-6: WATERWORKS REVENUE:**

**A. Duties Of Finance Director:**

1. Monies To: All money due the water department from all purposes and sources, including the collection of water usage charges, shall be paid to the Finance director.

2. Custodian Of Funds: The Finance Director shall be custodian of the funds derived from income received from the waterworks system, and shall be bonded for the faithful discharge of his duties. The Finance Director shall maintain separate accounts as is necessary or required by law.

B. Water Fund: All revenue derived from the sale of water as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said money

shall be known as the water fund and shall be used for the maintenance, extension, improvement and operation of said waterworks, the retirement of waterworks bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

**7-5-7: CHANGE OF RESIDENCE BY WATER SERVICE CUSTOMERS:**

No person, either owner or tenant, who, in changing his residence from one location to any other location served by the water department, shall be given water service until any and all delinquent water usage fees which are charged against him at his former place of residence shall have been paid in full, and no water at the new location shall be turned on and, if so, the same shall be turned off until settlement of such delinquent water rental at the former location is made. A charge of fifty dollars (\$50.00) for turning on water and renewing service shall be made, in addition to the payment of the delinquent water usage or charges.

**7-5-8: WATER SHUTOFFS AND TURNONS:**

A. Authority To Shut-Off Water; Non-liability: The City shall not be held responsible by reason of the breaking of any service pipe or apparatus, or for failure to supply water. The City, when necessary, without notice, may shut the water off in its mains for the purpose of making repairs or extensions or for other purposes. The City shall not be liable by reason of the breakage of any service pipe or service cock, or from other damage that may result from the shutting off of water for repairing, laying or relaying mains, hydrants or other connections.

B. Requests For Water Shut-off And Turn-on:

1. Water Shut-off: Owners or consumers when they pay for water service desiring to discontinue the use of water shall give notice thereof, in writing, to the Director of Public Works, or his designee, who shall then cause the water to be turned off. Water usage or charges for services shall continue until such notice is given.

2. Water Turn-on: In turning on water, the City shall not be responsible for any damage that may occur by reason of improper fixtures, open or improper connections, or for any other causes.

**7-5-9: PROHIBITED ACTS AND CONDITIONS:**

A. Electrical Grounding To Water System: It shall be unlawful for any person to ground an electrical system to the water supply system.

B. It shall be the duty of all consumers of city water at any and all times to exercise due diligence to prevent waste of the water supply and to this end shall stop any leaks on their premises. The city water supply will be shut off from any and all premises until such violation of this rule is corrected.

C. Use Of Ground Water Prohibited:

1. Prohibited: The use or attempt to use as a water supply, ground water from within the corporate limits of the United City of Yorkville by the installation or drilling of wells or by any other method is hereby prohibited within the City.

2. Reserved

3. Definitions:

PERSON: Any individual, partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents, or assigns.

POTABLE WATER: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

4. Memorandum Of Understanding: The Mayor of the United City of Yorkville is hereby authorized and directed to enter into a memorandum of understanding with the Illinois environmental protection agency ("Illinois EPA") in which the United City of Yorkville assumes responsibility for tracking the remediation sites, notifying the Illinois EPA of changes to the ordinances, and taking certain precautions when siting public potable water supply wells.

5. Resale of Water Prohibited: No water shall be resold or distributed by the recipient thereof from the City supply to any premises at a rate other than that charged by the City. A person who resells water from the City supply shall not add any additional costs or charges to the rate charged by the City, other than any applicable administrative fee. The billing statement shall include any applicable administrative fee as a separate line item on the bill. The line item for the administrative fee shall also include the name of the entity that is charging the fee. Any billing statement for water resale shall solely be in the name of the reseller or his or her assigns. The billing statement shall not include any references to the City or the City's logo.

Damage to or Tampering with System: It is unlawful for any person not authorized by the Director of Public Works to tamper with, alter, or injure any part of the City's waterworks or supply system or any meter.

#### **7-5-10: REGULATIONS FOR DEVELOPERS:**

A. Public Water Supply for Subdivisions: No subdivision of land in the corporate limits shall be approved by the City Council unless the lots therein are provided with adequate water connections with the City water system. Water connections and City water main extensions, if necessary in order to connect to the City water system, shall be at the subdivider's expense but under the direct supervision and control of the Director of Public Works. Prior to the time said extension is undertaken, the subdividers shall pay the cost of said extension. Upon completion, any extension shall be dedicated to the City and become property of the City who shall then assume full responsibility for maintenance and repairs of the same.

**B. Water System Improvements:**

The standards and specifications from Title 11, subdivision control ordinance, of this Code shall be used for contiguity and construction.

1. Where improvements and extensions to the water distribution system are required in order to serve the needs of a development, the developer shall bear all costs of the water main installation.
2. Prior to proceeding with construction, the developer shall prepare and submit plans and specifications to all governmental agencies as required by law for permits or approvals. The contractor shall also submit plans and specifications to the Director of Public Works and shall obtain written approval and a permit before proceeding with construction. The following requirements shall be met:
  - a. Plans and specifications submitted shall bear the seal of a current registered Professional Engineer.
  - b. Water mains shall be not less than eight inches (8") in diameter.
  - c. Fire hydrants shall be set at each intersection and at intervals not to exceed four hundred feet (400') (whichever results in closer spacing).
  - d. All future water mains shall be constructed of ductile iron. Ductile iron valves and appurtenances shall be used whenever possible; however, the Director of Public Works may, at his discretion, allow the use of cast iron valves and other cast iron appurtenances to the actual water pipe upon his written consent to the installer.
  - e. Water mains shall be buried such that finished grade will provide not less than five and one-half feet (5<sup>1</sup>/<sub>2</sub>') of cover and not greater than eight and one-half feet (8<sup>1</sup>/<sub>2</sub>') of cover over the main.
  - f. All water main extensions shall be designed, installed and tested in accordance with the most current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".
  - g. The contractor shall pay all expenses incurred by the City to provide field inspections and approval of water mains before, during and after construction. At the sole option of the City, the following procedures shall be followed:
    - (1) Complete field inspection by the Director of Public Works or his agent, with free advice and consulting on the project by the design engineer;
    - (2) Complete field inspection by the design engineer for the developer with periodic field checking by the Director of Public Works or his agent;

(3) Complete field inspection by the design engineer for the developer. If the City selects this option, there shall be submitted to the City a sworn statement carrying the design engineer's signature and seal stating that the water system was installed in strict accordance with the plans and specifications as approved, except as shown in the as-built drawings.

h. Mylar or cloth reproducible drawings shall be submitted to the City after construction showing the system as-built.

**C. Installation of Oversize Mains:**

**1. Notice Requiring Oversized Mains; Compliance:**

a. When, in any subdivision now within the City or within one and one-half (1½) miles of the City limits which normally would require an eight inch (8") size water main but which, for the purpose of complying with the plan of development of the City's water system to provide an adequate water supply, not only to the particular subdivision but also to subdivisions which in the future may become a part of the City, and where the City Engineer and Director of Public Works have determined that water mains of a larger diameter than eight inches (8") and the size thereof, shall be installed, then the City Engineer or the Director of Public Works shall inform the subdividers, builders and developers of the subdivision by a written notice of that fact and require them to install such oversized water mains and at the same time, in said notice, inform them of the size to be installed.

b. Upon being notified as provided for in this subsection, no subdivider, builder or developer shall install any water main in such subdivision of any size other than that specified to him by the aforesaid notice.

2. Costs: At such time as the installation of said oversized water main pipe shall have been completed in accordance with the plans and specifications submitted to the City for such installation, and also in accordance with the notice specified in this subsection, and all such installations shall have been inspected and approved by the City as provided for by ordinance of the City, then the City will pay any such subdivider, builder or developer who has installed oversized water main pipe as above provided or approve a recapture ordinance, the difference of the cost at current prices, as of the time of said installation, between the eight inch (8") main pipe which was originally planned to be used and the cost of the oversized pipe which the City directed to be used.

**7-5-12: PRIVATE SPRINKLER AND FIRE PROTECTION SYSTEMS:**

Private sprinkler and fire protection water systems may be connected with the City water mains subject to the following provisions and regulations and provided the applicant is a consumer taking water supply for other uses from the City at regular rates for such uses:

A. Application for Service; Approval: Whenever sprinkler or fire protection services are desired, application shall be made for the privilege of installing such service, which application shall include complete specifications, adherence to the current City Codes and plans of the installation

contemplated. If said application is approved by the City Council, the applicant shall enter into an agreement with the City for connection to City mains, subject to the provisions of this Chapter.

**B. Inspection of System:**

1. City water will be turned into any sprinkler or fire protection system only when such installation shall have been subjected to and passed such inspection and pressure tests as may be required by the Director of Public Works. All pipes in connection with such system shall be left exposed until such tests have been made and the system approved. No cross-connections between private water supplies and services connected to City mains shall be permitted.

2. Any and all premises connected to City water mains for sprinkler or fire protection services shall be subject to inspection by the Director of Public Works at any time for count and conformity to the City regulations.

**7-5-13: WATER CUSTOMER CONTRACTUAL AGREEMENT:**

The rules and regulations as set forth in this chapter shall be considered a part of the contract of every person who takes water supplied by the City through the City Waterworks. Every such person who takes water shall be considered as having expressly agreed to be bound by the provisions of this chapter upon his acceptance of water service from the City.

**7-5-14: Reserved**

**7-5-15: WATER CONSERVATION REGULATIONS:**

A. Definitions: The following words and phrases when used in this section shall, for the purpose of this section, have the following meanings:

**CITY:** The United City of Yorkville.

**DRIP IRRIGATION SYSTEM:** A soaking hose that when in use does not result in an actual dissipation of water.

**DRIP LINE:** Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

**LANDSCAPE/LANDSCAPING:** Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.

**PERMITTED HOURS OF WATER USE:** A time period between five o'clock (5:00) A.M. and nine o'clock (9:00) A.M., and between nine o'clock (9:00) P.M. and twelve o'clock (12:00) midnight, each day.

**PERSON:** Any individual, firm, partnership, association, corporation, company, organization, or entity of any kind.

**WATER:** The water provided by and obtained by a person from the City water supply and distribution system.

**B. Application:**

1. The provisions of this section shall apply to all persons using water, and to all properties within the City or unincorporated areas which are connected to the City's water supply and distribution system, regardless of whether any person using the water has a contract for service with the City.

2. The provisions of this section shall apply annually from May 1 through September 30, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation issued pursuant to subsection C of this section.

**C. Restricted Hours And Days For Specified Uses:**

1. Water may be used for landscape watering or the filling of swimming pools only as follows:

a. All properties with even numbered street numbers (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for landscape watering or for pool filling, only on even numbered calendar dates during permitted hours of water use.

c. All properties with odd numbered street numbers (i.e., numbers ending in 1, 3, 5, 7, and 9) may use water for landscape watering or for pool filling only on odd numbered calendar dates during permitted hours of water use.

d. There shall be no restrictions as to hours or days when water may be used for any of the following:

(1) Landscape watering or sprinkling where such watering or sprinkling is done by a person using a handheld watering device;

(2) Filling swimming pools with a volume of fifty (50) gallons or less;

(3) The automatic watering of trees and shrubs by means of automatic root feed or drip irrigation systems within the drip line of the tree or shrub; or

(4) Vehicle and equipment washing; or

(5) Any other lawful use of water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this section.

**D. Restrictions For Sod Laying And Lawn Seeding For New Lawns:** Notwithstanding the provisions of subsection C of this section, the following special regulations shall apply:

1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year

unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.

2. From May 1 through June 30 and from September 1 through September 30, water may be used on new lawns (sod or seed), only as follows:
  - a. Prior to sod laying or lawn seeding, a sod watering permit shall be obtained from the Director of Public Works.
  - b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours.
  - c. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use.
  - d. Following the first ten (10) days after the sod or seed is placed, the provisions of subsection C of this section shall apply.

3. Prior to the execution of any real estate contract for the sale of newly constructed property, the builder or owner of such new construction shall:
  - a. Inform prospective purchasers of the restrictions upon the installation of new lawns set forth in this section;
  - b. Attach a copy of these regulations to the contract; and
  - d. Obtain the signature of the purchaser(s) on a statement that he/she or they has /have been informed of the new lawn installation restrictions set forth in this section.

4. The applicant for a certificate of occupancy for any newly constructed property shall submit as a part of his application, and as a condition of issuance of such certificate, a copy of said signed statement. When an application for certificate of occupancy is submitted prior to sale of the property, and the future occupant is unknown, the applicant shall submit his signed statement that he shall comply with the requirements of this section at the time the real estate contract is executed.

E. Waste Of Water Prohibited: No person shall allow a continuous stream of water to run off into any gutter, ditch, drain, or street inlet while using water for restricted purposes during the permitted hours of water use.

F. Exceptions: The provisions of this section shall not apply to any commercial or industrial entity for which use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to landscape watering or pool filling.

G. Bulk Water Rates: Bulk water rates shall be increased to three (3) times the nonresident water rate during the time described in subsection B of this section.

H. Hydrant Use Prohibited: Hydrants connected to the City water supply and distribution system for the purpose of providing water for firefighting purposes shall not be opened by any person, other than authorized City or Fire District personnel, except for the purpose of fighting a fire.

I. Emergency Proclamation:

1. Whenever the water supply of the City is diminished from any cause, including, but not limited to, prolonged dry period, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the City Engineer or Director of Public Works is or is likely to become dangerous to the health and safety of the public, the City Mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.
2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water.
3. Upon issuing such proclamation, the Mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by news release to local newspapers and radio media, and may also endeavor to notify the City residents and other persons in any other practical manner that he or she shall devise. Further, the City Mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the City Council.
4. The emergency proclamation of the Mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:
  - a. The Mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
  - b. The City Council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council.
  - c. The first regular meeting of the City Council occurring more than thirty (30) days after the date of the emergency proclamation of the Mayor.
5. Any City employee or officer may, at the direction of the City Mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, fails to comply with the water restrictions, the person shall be deemed to be in violation of this section.

J. Restriction On Permanent Landscape Watering Systems Of Nonresidential Properties:

1. This subsection J shall apply only to nonresidential properties, and common and/or open space areas of residential developments.
2. For this subsection J, a "permanent landscape watering system" shall be defined as any system of pipes, sprinkler heads or similar devices installed underground to be used to provide landscape watering.
3. Landscape watering upon nonresidential properties shall be limited as follows:
  - a. For properties with one building, a total area within the property not to exceed one acre may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of impervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - b. For properties with more than one building, a total area within the property not to exceed three (3) acres may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of impervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - c. For the common space and/or open space of a primarily residential development, no permanent landscape watering system shall be allowed using the City's potable water.
  - d. All permanent landscape watering systems permitted to use the City's potable water shall be metered the same as domestic water service. No special meters will be permitted.
4. The total area to be watered shall be measured as the area within reach of any permanent device used to water landscape including, but not limited to, sprinkler heads, hoses, trenches or similar devices to water landscape.

**7-5-16: INSPECTION; AUDIT; APPEAL:**

- A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois environmental protection agency shall have ready access at all reasonable times to the premises, places or buildings where water service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of water, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois environmental protection agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.
- B. Powers And Authority Of Inspectors:
  1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection,

observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.

2. While performing the necessary work on private properties referred to above the director of public works or duly authorized employees of the United City of Yorkville and the Illinois environmental protection agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.

3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the waterworks lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

C. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the water system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) loan program.

D. Annual Review Of Charges: The adequacy of the water service charge shall be reviewed, not less often than annually, by certified public accountants for the United City of Yorkville in their annual audit report. The water service charge shall be revised periodically to reflect a change in the local capital costs or overhead, maintenance and repair costs.

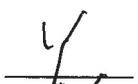
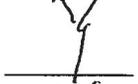
E. Appeals: Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies.”

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 24  
day of October, 2017.



CITY CLERK

CARLO COLOSIMO   
JACKIE MILSCHEWSKI   
CHRIS FUNKHOUSER   
SEAVER TARULIS 

KEN KOCH   
ARDEN JOE PLOCHER   
JOEL FRIEDERS   
ALEX HERNANDEZ 

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this  
30 day of OCTOBER, 2017.

  
MAYOR



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input 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 2023-71

**Agenda Item Summary Memo**

**Title:** Tandem Axle Dump Truck Purchase

**Meeting and Date:** City Council – August 22, 2023

**Synopsis:** Purchase of a new tandem axle truck.

**Council Action Previously Taken:**

Date of Action: PW – 8/15/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-71

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
 Name Department

**Agenda Item Notes:**

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: July 31, 2023  
Subject: Truck Purchase

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## **Summary**

Staff is proposing the purchase of a 2024 Western Star 47X tandem axle dump truck through a Sourcewell contract from Lindo Equipment of Merrillville, Indiana. This is a budgeted item in the approved FY 24 budget.

## **Background**

This truck will be a replacement of one of our older tandem axle dumps, Y22. This truck is a 2006 International 7400 with 80,800 miles. This truck was the first one we rehabbed in 2018 and has now extended the life an additional 5 years. We have gotten 17 years of service from this vehicle, but it is now time to replace it.

Staff has attached a Sourcewell quote from Lindco Equipment for a 2024 Western Star 47X tandem axle dump truck chassis with a 13' stainless steel dump body 12' snowplow, 240 gallon behind the cab liquid tank, and tailgate salt spreader. The price of the chassis is quoted at \$130,450 and the price of the body, plow, tank, and spreader were quoted at \$159,929 for a total of \$290,379

This is a \$59,621 savings from the \$350,000 that was budgeted for this purchase. The budgeted amount was based on previous years orders, and that we had originally talked about ordering this unit with a wing plow. We have since went another direction and bought a back blade for one of our tractors that we can use for snow if needed and will also grade road shoulders and ditches in the spring. This was a significant savings from the truck mounted wing plow and will perform well when needed. We also quoted a Western Star brand of chassis instead of a Peterbilt or Mack that we have ordered in the past. The Kendall County Highway department ordered a Western Start a couple years ago and really liked the price and how it performed moving snow.

As with all other vehicles, they will not give firm delivery dates and they are very conservative on the quote. They state 300-400 days for delivery of the chassis and an additional 120-180 to put the body on the chassis. We are hoping for much shorter than that, but nobody will put anything in writing.

## **Recommendation**

Staff recommends the approval of the purchase of a 2024 Western Star 47X tandem axle dump truck complete, from Lindco Equipment sales of Merrillville, IN as quoted at a price not to exceed \$290,379



# QUOTATION

Quote Number: 230319C-SWL

Quote Date: Aug 4, 2023

Page: 1

2168 East 88th Drive  
Merrillville, IN 46410  
USA

Voice: (219)795-1448

Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
		SOURCEWELL CONTRACT:  CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT ITEM NUMBERS: SW-CH0305, NJ2500  SOURCEWELL MEMBER:  MEMBER NUMBER: 99259 MUNICIPALITY: City of Yorkville DEPARTMENT: Street Department CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: 630-553-4370 EMAIL: jsleezer@yorkville.il.us  TERMS OF QUOTE:  ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.  CHASSIS PAYMENT TERMS:  * Ordered chassis must be paid for within 30 days of delivery to Lindco.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230319C-SWL  
 Quote Date: Aug 4, 2023  
 Page: 2

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00		* In stock chassis must be paid for within 30 days of receiving your purchase order. * All chassis are subject to price increases up until time of delivery to Lindco. <hr/> ESTIMATED DELIVERY TIME FRAME: <hr/> * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** <hr/> SUMMARY OF QUOTE: <hr/> ***** SOURCEWELL TOTAL PRICE: ***** <hr/> SOURCEWELL CHASSIS: <hr/> 2024 Western Star 47X Tandem Axle * See attached specs * To be ordered from Trans Chicago

Subtotal	130,450.00
Sales Tax	
<b>TOTAL</b>	<b>130,450.00</b>



2168 East 88th Drive  
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 Voice: (219)795-1448  
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Viking-Cives #062222-VCM

# QUOTATION

Quote Number: 230319I-SWL  
 Quote Date: Aug 4, 2023  
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Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
		SOURCEWELL CONTRACT:  CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT ITEM NUMBERS: SW-TK0554, SW-TK0105, SW-TK0508, SW-SP0105, SW-SP0410, SW-SR0400, SW-SR0425, NJ2500  SOURCEWELL MEMBER:  MEMBER NUMBER: 99259 MUNICIPALITY: City of Yorkville DEPARTMENT: Street Department CONTACT: John Sleezer TITLE: Street Department Foreman PHONE: 630-553-4370 EMAIL: jsleezer@yorkville.il.us  TERMS OF QUOTE:  ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.  EQUIPMENT PAYMENT TERMS:

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
		<p>OPTION 1:            * Pay for equipment within 30 days of purchase order date.            * You are guaranteed no price increases on equipment.</p> <p>OPTION 2:            * Net 30 days payment after completion of chassis with all equipment.            * Will be subject to all price increases up until time of completion.</p> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <p>* Allow approximately 300 days for all equipment to be in stock at Lindco after receiving your purchase order.            * Allow approximately 120-180 days to complete units, once all equipment and chassis are in stock at Lindco.            ***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <hr/> <p>SUMMARY OF QUOTE:</p> <hr/> <p>*****            SOURCEWELL TOTAL PRICE:            *****</p> <p>Equipment per below items mounted and fully operational.            *****</p> <hr/> <p>DUMP BODY:</p> <hr/>

Subtotal	Continued
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	MAB PS-HPT-YORKVILLE	Viking 13' Dump Body MAB PS-HPT316-84-156-54/44/44-53120TM-12 DIMENSIONS: * 13' long * 44" high sides * 44" high tailgate * 84" wide I.D. * 96" wide O.D. * 54" high front wall * 10" rear corner post width MATERIAL: * 7 gauge, "201 2B stainless steel" sides, front wall and tailgate * 3/16 A572 GR50 longmembers * 1/4" AR450 floor * Stainless rear corner posts and apron CONSTRUCTION: * Trapezoidal frame style * Crossmemberless * Straight front and rear style * 45 degree 12" bevel floor * (1) horizontal side bracing CAB SHIELD: * 1/2 size (24") cab shield, 7 gauge 201 SS, enclosed with 8 ovals, (6) front, (1) on each side TAILGATE: * Double acting * Air with grease release style

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00		* 1" thick hinge plate * (1) horizontal and (2) vertical bracings REAR CORNER POST LIGHT CUT OUTS: * (3) ovals in each rear corner post HOIST: * Model Mailhot CS120-5.5-3 D/A, doghouse * Mailhot lower trunnion-p * Mailhot hoist mounting kit * Assembly hinge rear weld large OTHER ITEMS: * LED light kit with harness * Stainless steel 2 rung folding ladder, hood latch * (3) 18" grip strut step kit, stainless * (2) MAB 21" stainless grab handle Lindco to install reflector tape down each side, back of cab shield, back of tailgate, back of spreader
1.00	ECK575SH13v1	Aero EZ Cover Electric tarp system w/aluminum arms and housing (Side Mount Springs) 10-136 Dump 96" Wide
1.00	ECT13AS	Aero asphalt tarp for 10'-13' dump body.
1.00	031-00406/031-00235	REAR FENDERS AND FLAPS: Fleet Engineers Aero Slipper Poly ASP-25 Series Quarter Fender Kit w/ Post Style

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<b>TOTAL</b>	<b>Continued</b>



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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
		Mounts
2.00	58403027	* Mounted in front of rear wheels
2.00	58403026	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Mud Flap Weldment
2.00	58408012	Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Truck Weldment
1.00	MD2436	Viking Stainless Steel Removable Swing Style Mud Flap Pin
		DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
		* Mounted to swinging mud flap brackets on body
		<hr/>
		LIGHTING & ELECTRICAL ITEMS:
		<hr/>
		REAR JUNCTION BOXES:
2.00	PH-310	Phoenix 10-Pole Junction Box
		* One mounted on each side on back side of rear hinge assembly.
		* Right side will have all S/T/T, Back up lights and back up alarm wired into junction box.
		* Left side will have all strobes and spreader lights wired into junction box.
		* All wiring installed in junction box must have eyelets installed.
		* Junction boxes will be di-electric greased
		WIRING:
		* All wiring will be one piece, no butt connectors or scotch locks.
		* All connections must be di-electric greased
		* All lighting will terminated in rear junction boxes
		* Wiring from junction box or coming from front to rear will run down middle of frame on stainless steel flat stock with stainless steel fasteners.
		* All wiring ran down front of body will be in stainless steel piping.

Subtotal	Continued
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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	510	<ul style="list-style-type: none"> <li>* All wiring ran from front of body to rear, under body will be in stainless steel piping.</li> <li>* All wiring from junction box will terminate to switches in cab.</li> <li>* All circuit breakers, fuses, relays, electric valves (air tailgate) will be installed in valve enclosure.</li> <li>* All wiring will have protective loom installed.</li> <li>* All wire pass through holes will be grommeted</li> </ul> BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC. <ul style="list-style-type: none"> <li>* Install on rear hinge assembly</li> <li>* Wired to junction box with S/T/T an back up lights</li> <li>* All connections to have eyelet connectors</li> <li>* Connections to be di-electric greased</li> </ul>
6.00	SL65A0	CAB SHIELD LIGHTING Buyers LED amber oval strobe light with rubber grommet <ul style="list-style-type: none"> <li>* Installed in front of cab shield</li> </ul>
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet <ul style="list-style-type: none"> <li>* (1) Installed on each side of cab shield</li> <li>* Strobes wired to left side junction box</li> <li>* Strobe wiring from junction box to switch in cab</li> <li>* All wiring ran from cab shield through stainless steel piping to rear of vehicle.</li> <li>* Any lighting wire not in the stainless steel will be in protective loom</li> <li>* All connections to have eyelet connectors</li> <li>* Connections to be di-electric greased</li> </ul>
2.00	SL65A0	REAR CORNER POST LIGHTING: Buyers LED amber oval strobe light with rubber grommet <ul style="list-style-type: none"> <li>* Installed in top oval on each side</li> </ul>

Subtotal	Continued
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Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED) * Installed in center oval on each side
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in bottom oval on each side * Strobes wired to left side junction box * Strobe wiring from junction box to switch in cab * S/T/T/Back up lights wired to right side junction box. * All lighting wiring will be in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased
2.00	MWL-19	SPREADER LIGHT: Maxxima LED clear work light * Installed on each side under body * Wired to left side junction box * Spreader light wiring from junction box to switch in cab * All lighting wiring will be in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased
1.00	0552243	PLOW LIGHTS: J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)
1.00	PLB12SS	Buyers stainless steel plow light brackets, extended for 2 post mount lights * Hood mounted * Wired to plow light switch in cab * All weld burns on plow light brackets must be cleaned prior to installing on hood. * All wiring installed in protective loom * Connections to be di-electric greased

Subtotal	Continued
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<b>TOTAL</b>	<b>Continued</b>



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Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	B95W	BODY UP SWITCH & LIGHT: Buyers Dump Body Up Indicator
1.00	0800850	Imperial LED indicator light - red * Body up switch installed on hoist cradle, driver side * Light installed in control console * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased
1.00	175-S0-080-2	MASTER CIRCUIT BREAKER: Chief 80 amp high amp circuit breaker. * Mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased
1.00	140-0379	RELAY: TST 75 amp relay, 12V bracket. * Mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom * Connections to be di-electric greased
1.00	101004	AIR TAILGATE VALVE: Velvac Solenoid Operated Tailgate Lock Kit w/solenoid valve, 3.5" I.D. x 6" stroke air cylinder, clevis hardware, faceplate. * Air valve mounted in valve enclosure * All connections to have eyelet connectors * All wiring installed in protective loom

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

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Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	DC-3200	<ul style="list-style-type: none"> <li>* Connections to be di-electric greased</li> <li>* All air line from chassis to valve to valve to cylinders at rear.</li> </ul> BODY VIBRATOR: Cougar Dump Body Vibrator 12 volt DC, 3200 lbs of force, 85 amps, 4000 RPM, Includes mounting kit, wiring kit, switch <ul style="list-style-type: none"> <li>* Mounted on channel support</li> <li>* Stainless steel safety chain attached</li> <li>* All wiring ran under body in stainless piping</li> <li>* All vibrators solenoids/fuses, etc. mounted in valve enclosre</li> </ul>
1.00		PINTLE HOOK: Lindco 5/8" Pintle hook plate <ul style="list-style-type: none"> <li>* Back side of pintle hitch reinforced with 1" x 1" x 3/8" angle</li> <li>* Pintle hook is wrapped with 1 1/4" x 3/16" flat stock</li> <li>* 5/8" gussets installed on each side of pintle hitch to frame</li> <li>* Chassis S/T/T lights recessed into pintle hitch</li> <li>* Trailer plug installed in pintle hitch</li> </ul>
2.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D. <ul style="list-style-type: none"> <li>* Welded on for chains</li> </ul>
1.00	PH30	Buyers 30 ton rigid mount pintle hook
1.00	054002	Velvac 7-Way Blade Type Socket <ul style="list-style-type: none"> <li>* Installed in pintle hitch</li> <li>* Wired to right side junction box</li> <li>* All wiring installed in protective loom</li> <li>* All connections to have eyelet connectors</li> </ul>

Subtotal	Continued
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Quantity	Item	Description
1.00	5621720	* Connections to be di-electric greased
1.00	LPC-B-WW2	Buyers S/S ID Light Bar w/ 9 LEDs LED License Plate Light, Warm White * Installed on pintle hitch * Wired to right side junction box * All wiring installed in protective loom * All connections to have eyelet connectors * Connections to be di-electric greased
		HYDRAULIC SYSTEM:
		PTO & PUMP:
1.00	1075942	Force America wet spline PTO, 12V electric hydraulic.
1.00	1063355	Force America Load Sense direct mounted pump, CFG-999182, TXV92-R-KIT-CFG
		RESERVOIR & VALVES:
1.00	1097338	Force America VT35G2-B-SS- stainless, 30 gallon reservoir/valve combo tank with slosh shield
1.00	1180811	Force America 6000 psi filter - 25 micron microglass, 435 psi Delts )-single end open - nitrile seals, dual #16 or 1-1/2" SF ports, 102 psi bypass valve
1.00	1084357	Force America Full Port 2" NPT Brass Ball Valve 600 PSI
1.00	1039496	Force America Temp/level Sensor 158 Degree F 30 Gal With Slosh Shield Vt-35
1.00	1090588	Force America Valve Assembly; AAF12LS-4(500B)-10-4-4-CB4(500B)-2(7)-2(21)-2(7)-BO, Main at 3000 psi, AAF-VDM-GEN2-CFG
1.00	1095633	Force America crossover relief w/pressure release. CONTROLS:

Subtotal	Continued
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<b>TOTAL</b>	<b>Continued</b>



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Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	1022417-Yorkville	Force America Commandall, controller includes closed loop feedback for auger & prewet, includes (2) complete camera kits
		PRE-WET:
1.00	LISC SG06080015	Certified Power 240 gallon behind the cab prewetting system. Includes (2) 120 gallon tanks, stainless mounting frame, hold down straps and mounting hardware.
1.00	LISC SG06070056-3	Certified Power prewet, valve instack w/flow meter with stainless bracket
1.00	LISC SG06090028	Certified Power prewet plumbing kit, behind cab, 1 line, 2 nozzles
1.00	ELCA SG07070121	Certified Power stainless float with BH Corded Plug
1.00	CCPP PPM-HC	Certified Power Prewet Pump Mod-Hyd closed LP
1.00	00002 332 195	Swenson V-box flush kit w/stainless steel bracket.
1.00	00002 332 09	Swenson 1-1/2" female quick fill kit
		STAINLESS STEEL HYDRAULIC TUBES FOR DUMP HOIST:
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings * One (1) line mounted to the underneath of the body for hoist power down. * One (1) line mounted down frame for hoist power down.
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SALT SPREADER:
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings * One (1) line mounted down frame for spinner pressure * One (1) line mounted down frame for auger pressure
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
1.00	12-065 304W/FJX-108"	Mid-State 3/4"x9' 304 S/S Line with fittings * One (1) line mounted down frame for return for spinner and auger
3.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing
		STAINLESS STEEL HYDRAULIC TUBES FOR SNOW PLOW:
4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings

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Quantity	Item	Description
12.00	A2-12.7-A	* One (1) line mounted under cab on driver side for plow angle right * One (1) line mounted under cab on driver side for plow angle left * One (1) line mounted under cab on driver side for plow up * One (1) line mounted under cab on driver side for plow down PCI HD Series Clamps for 1/2" tubing HOSES/ADAPTORS/FITTINGS: Hose adaptors, Hose ends and Other Fittings Hydraulic hoses * No hose length is to exceed 6' in length * Hose protection at all wear points SNOW PLOW HYDRAULIC COUPLER: CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2". CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051 CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16 CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37 * Female coupler mounted to underside of front bumper on driver side * Male coupler mounted to plow hoses * Coupler docking station mounted on plow
1.00		
1.00		
1.00	10-932-2101	
1.00	10-932-2151	
4.00	14-727-0812	
4.00	14-727-1212	
2.00	H4F4-S	Dixon 1/2" male stainless steel nipple
2.00	4HF4-S	Dixon 1/2" female stainless steel coupler
4.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug * For plow lift cylinder
2.00	10-932-2101	SPREADER HYDRAULIC COUPLERS: CEJN Multi-X Duo 12.5 female plate, 2 ports, 1/2".
2.00	10-932-2151	CEJN Multi-X Duo 12.5 Male plate, 2 ports, 1/2" - Direct Replacement for 10-932-2051
8.00	14-727-0812	CEJN Multi-X adapter 1/2" WEO to male JIC 3/4"-16

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
8.00	14-727-1212	CEJN WEO Nipple DN 20 + 3/4" -16 UNF male JIC 37 * One (1) coupler mounted under body on passenger side for auger pressure & return * One (1) coupler mounted under body on driver side for spinner pressure & return * Couplers installed on spreader spinner and auger short hoses
1.00	43R12JP,SSTE	SNOW PLOW: Wausau 43"H X 12'L reversible snow plow. MOLDBOARD: * 6273212 Homesafe Snow Plow * 12' long, 43" high poly inverted "J" style moldboard * Top angle: 3" x 2-1/2" x 1/2" * Ribs: (10) 1/2" with two horizontal supports for added rigidity * (4) moldboard to push-frame connection points with bushings TRIP EDGE: * 549-0027 Square spring trip-edge with single shaft PUSH-FRAME: * 6262400 Tombstone style push-frame: 4" x 4" x 3/8" x 109.25" long PLOW SIDE HITCH: * 6264000 Hitch plow half: (UQH) universal quick hitch CYLINDERS: * 6071021 Hydraulic power reverse with (2) 3" x 16" x 3" DA cylinders * Reversing cylinders are located on the outside of the triangular shaped A-Frame for ease of maintenance * Cushion valve to relieve plow power reversing cylinders mounted on a-frame LIFT DEVICE:

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230319I-SWL  
 Quote Date: Aug 4, 2023  
 Page: 14

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
City of Yorkville 610 Tower Lane Yorkville, IL 60560 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00	3712144	* 529-0239 Chain style level lift with 1/2" chain links CUTTING EDGE: * 6211050 5/8" x 8" SAE 1084 high carbon steel cutting edge FEATURES: * 6089005 Jack-stand that stores on the plow when not in use PAINT: * Moldboard unpainted blue poly, all else satin black
270.00	Misc.	"Lindco" Snow Deflector 12" Snow deflector installation hardware
1.00	1308110	S.A.M. 36" blade guides
<hr/>		
SNOW PLOW TRUCK HITCH:		
<hr/>		
1.00	6236060	Viking Plow Hitch, UQH universal quick hitch truck portion low profile design, fold down and telescoping lift arm * 6236903 - 4 x 10" double acting lift cylinder
2.00	W4P03596	Schmidt "Z" bracket-connect frame to plow 3.25" x 5.5" x 1/2" thick (Each)
1.00		Lindco custom Western Star side plates * Lindco will reuse Western Star factory bumper
<hr/>		
SALT SPREADER:		
<hr/>		
1.00	00002 463 84	Viking SADS tailgate spreader w/ 18" poly spinner, direct drive, 6" auger, stainless steel construction, no paint, sides of spreader 8" higher, sensor motor. * "S" series spreaders are designed to mount below the dump body tailgate and not interfere with normal dump operations when not in use

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Viking-Cives #062222-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
1.00		* Separate hydraulic motors for the auger and the spinner allow for independent control of each function * Hydraulic safety interlock system disables auger during clean out and maintenance. * Hinged cover allows full use of dump body functions while spreader is mounted on truck * Bottom door hinged for easy cleanout and blockage removal * Adjustable in height spinner frame allows mounting on various height vehicles * Quick detach stabilizer kit keeps spinner parallel to the road at all dump angles * Tailgate shields close off gap between open dump body tailgate and sides of body during operation * Anti-flow plate installed over material drop out prevents material free flow while auger is not turning * Direct drive motor with sensor provides efficient operation and easier trouble shooting during maintenance operations * Drop port located 21" from left end plate, discharges approx 15lbs/rev * Single 6" auger with continuous and reverse fliting to unload from both sides of dump body * Trough width 96" * Endplate material 7 gauge 201 stainless steel * Trough material 7 gauge 201 stainless steel * Spinner disc 18" * 8" extended end plates Short Hose Kit
1.00		Stainless steel pre-wet spray bar installed in auger trough
1.00		** Yorkville designs spreader stainless steel side spill shields

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Viking-Cives #062222-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
Yorkville-01	9/3/23	Net 30 Days	30970

Quantity	Item	Description
<b>PAINT &amp; UNDERCOATING:</b>		
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black
1.00	PAINT-MISCEL	Paint Miscel
1.00	Under Coat	Under coat dump body
<b>MISCELLANEOUS, FREIGHT, INSTALLATION:</b>		
5,953.08	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
4,207.00	FREIGHT	FREIGHT
266.00	INSTALLATION	Lindco Installation Labor Hours

Subtotal	159,929.00
Sales Tax	
<b>TOTAL</b>	<b>159,929.00</b>



**Prepared by:**  
Dustin Waters  
TRANSCHICAGO TRUCK  
GROUP  
776 N. YORK STREET  
ELMHURST, IL 60126  
Phone: 219-949-8595

*A proposal for*  
**Lindco-Viking Cives**

*Prepared by*  
**TRANSCHICAGO TRUCK GROUP**  
*Dustin Waters*

*Apr 04, 2023*

**Western Star 47X**



Components shown may not reflect all spec'd options and are not to scale





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## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>				
PRL-27X	WST 47X/49X PRL-27X (EFF:MY24 ORDERS)			STD
<b>Data Version</b>				
DRL-036	SPECPRO21 DATA RELEASE VER 036			N/C
<b>Vehicle Configuration</b>				
001-470	WESTERN STAR 47X	9,050	6,525	\$224,378.00
004-224	2024 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	N/C
003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			





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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Truck Service</b>				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
AF3-2B1	VIKING-CIVES MIDWEST			N/C
<b>Tractor Service</b>				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
<b>Engine</b>				
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	-850	-70	(\$18,168.00)
<b>Electronic Parameters</b>				
79A-060	60 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-019	PTO MODE ENGINE RPM LIMIT - 750 RPM			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79S-010	PTO MODE CANCEL VEHICLE SPEED - 3 MPH			N/C
79U-005	PTO GOVERNOR RAMP RATE - 150 RPM PER SECOND			N/C
79W-001	ONE REMOTE PTO SPEED			N/C
79X-002	PTO SPEED 1 SETTING - 750 RPM			N/C
80G-014	PTO MINIMUM RPM - 650			N/C
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING			N/C
80V-004	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST			N/C
<b>Engine Equipment</b>				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			N/C
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-116	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10		N/C
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES			STD
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-006	PLASTIC BATTERY BOX COVER			STD
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$118.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH			N/C
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH			STD
239-003	90 DEG STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB			\$12.00
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-027	8 GALLON DIESEL EXHAUST FLUID TANK			STD
23Z-007	POLISHED ALUMINUM DIAMOND PLATE WST DIESEL EXHAUST FLUID TANK COVER			\$24.00
43X-013	LH DIESEL EXHAUST FLUID TANK LOCATED BACK OF CAB WITH MAXIMUM APPROVED LENGTH DEF LINES COILED AT TANK			N/C
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10		N/C
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-001	FULL FLOW OIL FILTER			STD
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20		\$337.00





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Data Code	Description	Weight Front	Weight Rear	Retail Price
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
270-016	RADIATOR DRAIN VALVE			N/C
168-002	LOWER RADIATOR GUARD			STD
361-100	NO REPTO, EXTENDED FLYWHEEL HOUSING, CUML9 REQUIRED FOR PACKAGING			N/C
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$20.00
166-005	PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER	4		\$46.00
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			\$80.00
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C

### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130	(\$13,887.00)
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### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			STD
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			N/C
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP			\$125.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$84.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			STD
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER			(\$95.00)
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$289.00
370-006	WATER TO OIL TRANSMISSION COOLER			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

### Front Axle and Equipment

400-1AC	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	240		\$945.00
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20		(\$640.00)
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		(\$278.00)
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			\$336.00
427-001	FRONT BRAKE DUST SHIELDS	5		(\$3.00)
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			\$115.00
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K	80		\$1,542.00
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER	5		N/C





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Data Code	Description	Weight Front	Weight Rear	Retail Price
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			STD
<b>Front Suspension</b>				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	250		\$425.00
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			\$207.00
<b>Rear Axle and Equipment</b>				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		10	(\$174.00)
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		60	(\$1,448.00)
421-643	6.43 REAR AXLE RATIO			N/C
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40	\$98.00
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-60	-60	(\$136.00)
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			(\$937.00)
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			\$646.00
425-002	REAR BRAKE DUST SHIELDS		10	(\$25.00)
440-006	REAR OIL SEALS			STD
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			(\$124.00)
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$344.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			N/C





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Data Code	Description	Weight Front	Weight Rear	Retail Price
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
<b>Rear Suspension</b>				
622-311	HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION		100	\$3,756.00
621-111	10.8 INCH NOMINAL RIDE HEIGHT (490MM GLOBAL REFERENCE HEIGHT)			N/C
624-009	54 INCH AXLE SPACING			N/C
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
625-008	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13	\$100.00
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)			N/C
<b>Brake System</b>				
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			(\$383.00)
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE			STD
479-012	AIR DRYER MOUNTED UNDER HOOD			STD
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-15	-15	\$163.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			STD
<b>Trailer Connections</b>				
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS			\$95.00
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			\$40.00
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			\$130.00
<b>Wheelbase &amp; Frame</b>				
545-462	4625MM (182 INCH) WHEELBASE			N/C
546-118	9.5MM X 89.0MM X 304.0MM STEEL FRAME (0.37X3.50X11.97 INCH) 120 KSI	-50	210	\$985.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C





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Data Code	Description	Weight Front	Weight Rear	Retail Price
552-063	2550MM (100 INCH) REAR FRAME OVERHANG			N/C
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	170	N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	80		\$187.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 116.93 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 113.93 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 351.42 in			
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.75 in			
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 40.83 in			
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 44.44 in			
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 28.44 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 38.79 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 54.6 in			N/C
553-001	SQUARE END OF FRAME			STD
587-003	REAR TOW HOOKS		10	\$63.00
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION			STD
562-063	STANDARD CAST ALUMINUM MIDSHIP			STD
572-078	HEAVY DUTY REAR C-CHANNEL CROSSMEMBER, NON-TOWING		70	(\$36.00)
565-001	STANDARD SUSPENSION CROSSMEMBER		20	N/C
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER			STD

### Chassis Equipment

025-003	POLISHED ALUMINUM DIAMOND PLATE WST EQUIPMENT COVERS			N/C
556-127	BRIGHT STEEL 1/8 INCH VOCATIONAL BUMPER			STD
558-998	NO FRONT TOW HOOKS	-15		(\$64.00)
574-998	NO LICENSE PLATE MOUNTING			(\$10.00)
551-034	CLASS 10.9 THREADED METRIC FASTENERS			(\$78.00)
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE			STD
924-007	LEFT HAND SIDE HEAVY DUTY BRACKETS REQUIRED			\$21.00
928-007	RIGHT HAND SIDE HEAVY DUTY BRACKETS REQUIRED			\$21.00

### Fuel Tanks





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 Dustin Waters  
 TRANSCHICAGO TRUCK  
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 Phone: 219-949-8595

Data Code	Description	Weight Front	Weight Rear	Retail Price
204-155	90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	10	5	\$171.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			\$155.00
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD

**Tires**

093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$482.00
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160	\$8.00

**Wheels**

502-355	ACCURIDE 41012 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-38		\$170.00
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	N/C
50T-998	NO FRONT AXLE WHEEL/HUB COVER			STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD

**Cab Exterior**

829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB			STD
82A-028	STAINLESS STEEL CAB ACCENT MOLDING			STD
667-001	FRONT FENDERS			STD
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES			STD
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS			STD
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB			STD
644-048	X-SERIES VOCATIONAL HOOD			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT			STD
652-016	WESTERN STAR NAMEPLATES			STD
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS			STD
726-002	DUAL ELECTRIC HORNS			\$12.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
327-010	SWITCH AND WIRING WITH STAINLESS STEEL BRACKETS MOUNTED OUTBOARD ROOF FOR (2) CUSTOMER FURNISHED BEACONS			\$273.00
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM			STD
302-072	ROOF MOUNTED LED MARKER LIGHTS			STD
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
311-001	DAYTIME RUNNING LIGHTS			STD
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS			STD
300-043	LED SIDE TURN SIGNAL			STD
744-1E2	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LIGHTS AND LH AND RH REMOTE			\$2,094.00
796-005	114 INCH EQUIPMENT WIDTH			\$138.00
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS			\$31.00
74A-001	RH DOWN VIEW MIRROR			STD
74B-114	RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BRIGHT FINISH MOUNTING ARM	8		\$265.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-100	POLISHED ALUMINUM DIAMOND PLATE WST AFTERTREATMENT SYSTEM COVER			\$333.00
275-061	PARK BRAKE REMINDER WARNING SYSTEM			\$3.00
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH			STD
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD			STD
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL			\$267.00

**Cab Interior**

055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE			STD
707-1CW	QUARRY GRAY VINYL BASE LEVEL INTERIOR			\$186.00





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Data Code	Description	Weight Front	Weight Rear	Retail Price
70K-016	CARBON WITH BASE BLACK ACCENT			STD
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION			\$126.00
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
741-015	(2) COAT HOOKS ON BACKWALL OF CAB			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$19.00
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
739-033	STANDARD INSULATION			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-002	KEY QUANTITY OF 2			STD
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			STD
64C-003	BLACK DOOR HANDLES			STD
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20		\$23.00
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT			STD
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS			STD
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO			STD
761-138	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO			STD
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
<b>Instruments &amp; Controls</b>				
015-006	STOCK TRUCK/UPFIT PACKAGE LVL 1			N/C
185-004	STANDARD FOOT PEDAL SYSTEM			STD
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			STD
734-018	STANDARD CENTER INSTRUMENT PANEL			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$12.00
721-001	97 DB BACKUP ALARM		3	\$34.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			(\$3.00)
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-072	ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS			\$49.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-998	NO ENGINE OIL TEMPERATURE GAUGE			(\$36.00)
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-031	ENGINE, TRIP AND PTO HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$354.00)
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE			\$32.00
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			STD
747-001	DASH MOUNTED RADIO			STD
750-041	STANDARD SPEAKER SYSTEM			STD
753-998	NO AM/FM RADIO ANTENNA			(\$11.00)
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2- WAY RADIO			STD
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD			STD
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS			\$75.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-032	ELECTRONIC 2500 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-305	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT			N/C
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-113	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, CAPPED			\$165.00
4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER			N/C
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER			N/C
4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER			N/C





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Data Code	Description	Weight Front	Weight Rear	Retail Price
4C4-017	HARDWIRE SWITCH #4, ON/OFF LATCHING, 10 AMPS BATTERY POWER			N/C
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			STD
482-001	BW TRACTOR PROTECTION VALVE			\$120.00
883-001	TRAILER HAND CONTROL BRAKE VALVE	2		\$35.00
842-998	NO TURBO AIR PRESSURE GAUGE			(\$23.00)
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			\$30.00
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS			\$77.00

### Design

*	065-000	PAINT: ONE SOLID COLOR		STD
		MATCH PAINT CODE TO N0824HN OR NAV 4014 SUN YELLOW		

### Color

	980-612	CAB COLOR A: L3781EY VIPER RED ELITE EY		N/C
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		STD

### Certification / Compliance

	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		STD
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### Secondary Factory Options

	998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		N/C
	958-001	PDI PERFORMED INITIAL FEDERAL FMCSR 396.11A DOT INSPECTION		\$194.00
	999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		N/C

### Sales Programs

	PMY-2X7	STARQUOTE 47X/49X SALES PROGRAM		N/C
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**TOTAL VEHICLE SUMMARY**

**Adjusted List Price**

Adjusted List Price \*\* \$200,588.00

**Weight Summary**

	<b>Weight Front</b>	<b>Weight Rear</b>	<b>Total Weight</b>
Factory Weight <sup>+</sup>	8582 lbs	6923 lbs	15505 lbs
<b>Total Weight<sup>+</sup></b>	<b>8582 lbs</b>	<b>6923 lbs</b>	<b>15505 lbs</b>

**ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**

**Other Factory Charges**

PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
RAT-24Y	MY24 ESCALATOR	\$2,750.00
RD1-305	5 YRS DAIMLER CONNECTIVITY BASE PKG (VARY BY MODEL) POWERED BY DETROIT CONNECT	N/C
RFY-022	FRONT TIRE SURCHARGE	\$60.00
RFU-022	REAR TIRE SURCHARGE	\$200.00
RFZ-024	MY24/CY23 PRICING SURCHARGE	\$5,250.00
P73-2WS	STANDARD DESTINATION CHARGE	\$3,375.00

**Extended Warranty**

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES	\$1,395.00
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES	\$630.00
WAK-251	ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$612.00





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WAG-039	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES	\$805.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$3,442.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





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## Q U O T A T I O N

### WESTERN STAR 47X

SET BACK AXLE - TRUCK CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	20,000# FLAT LEAF FRONT SUSPENSION 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB 4625MM (182 INCH) WHEELBASE 9.5MM X 89.0MM X 304.0MM STEEL FRAME (0.37X3.50X11.97 INCH) 120 KSI 2550MM (100 INCH) REAR FRAME OVERHANG TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
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		<b>PER UNIT</b>		<b>TOTAL</b>
VEHICLE PRICE	<b>TOTAL # OF UNITS (1)</b>	\$ 126,666	\$	126,666
EXTENDED WARRANTY		\$ 3,442	\$	3,442
DEALER INSTALLED OPTIONS		\$ 0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 130,108</b>	<b>\$</b>	<b>130,108</b>

### TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(358)	\$	(358)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$ 129,750</b>	<b>\$</b>	<b>129,750</b>
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#### COMMENTS:

Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

Customer must hold title for a minimum of 12 months from the retail sale date. Selling trucks earlier will result in volume reduction and a \$15,000 per unit penalty

#### ADDITIONAL TERMS AND CONDITIONS





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- 1) As used in this Sales Order the terms (a) Dealer; shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) Purchaser; shall mean the party executing this Sales Order as such on the face hereof, and (c) Manufacturer; shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2) Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
- 3) Notwithstanding any terms and conditions contained in Purchaser's Purchase Order, Purchaser agrees that Dealer's terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser's terms and conditions and agrees to be bound exclusively by Dealer's terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.
- 4) All used motor vehicles which are to be traded in as part of the consideration for the motor vehicle ordered hereunder are subject to Dealer's Trade Terms and Conditions which are incorporated herein by reference. Although Dealer may provide Purchaser with an initial appraisal(s) of the value of and allowance for any used motor vehicle, such initial appraisal and allowance are not binding. Each used motor vehicle shall be reappraised at that time of actual delivery to Dealer for acquisition, and such reappraisal value shall determine the actual allowance made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided, however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.
- 5) Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his or its property free and clear of all liens and encumbrances except as otherwise noted within.
- 6) Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder or to comply with any of the other terms of this Sales Order, to retain any cash deposit made by Purchaser without the waiver of any other right or remedy available to Dealer.
- 7) Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Sales Order either before or subsequent to delivery thereof to Purchaser.
- 8) Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Sales Order 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.





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9) The price for the motor vehicle specified on the face of this Sales Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Sales Order, regardless of which party may have primary tax liability therefor.

10) There are no warranties, whether expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis for which the warranty shall be limited to such warranty as provided for in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser and Dealer. The printed new vehicle warranty delivered to Purchaser with such vehicle or chassis is made a part hereof as though fully set forth herein, and it is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11) Any used motor vehicle sold to Purchaser by Dealer under this Sales Order is sold at the time of delivery by Dealer without any guarantee or warranty, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser by Dealer.

12) The Purchaser, before or at the time of delivery of the motor vehicle covered by this Sales Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Sales Order.

13) In the event Purchaser desires to modify or otherwise change the equipment content of a vehicle specifically ordered for him from the Manufacturer, the change will be made only if the Manufacturer has sufficient time to accommodate the request. Moreover, any service charge or fee made by the Manufacturer as a result of such request will be borne by the purchaser.

14) The parties agree that they will comply with all Federal, State, and local laws and regulations, including those governing and/or restricting export of products or any technical data relating thereto outside of the United States. In carrying on Purchaser's business, each of Purchaser, its officers, directors, employees or agents (collectively and individually in this clause "Purchaser") must comply with its obligations under the law including without limitation, the following: (a) not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Order, including those of the United States of America's Foreign Corrupt Practices Act (FCPA), and any similar anti-corruption or anti-bribery laws and regulations applicable to the Purchaser or related to this Order: (b) not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; (c) warrants that as at the date of this Order, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. Purchaser must provide written notification to Dealer within ten (10) days of any of the above persons becoming such official, employee or candidate; (d) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations; and (e) certifies that no vehicle or chassis subject to this Order, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Purchaser (or by any employee or contractor of Purchaser) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by Purchaser from the





**Prepared by:**  
 Dustin Waters  
 TRANSCHICAGO TRUCK  
 GROUP  
 776 N. YORK STREET  
 ELMHURST, IL 60126  
 Phone: 219-949-8595

appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation. Purchaser will designate an officer to be responsible for compliance with all such legislation and upon the request of Dealer will certify compliance with such legislation. In the event Purchaser breaches its obligations under this paragraph, or Dealer learns of or has a reasonable suspicion that Purchaser has breached this paragraph, notwithstanding any other provision hereunder to the contrary, Dealer may immediately terminate this Order and Purchaser hereby waives any and all claims against Dealer for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that Purchaser may incur by virtue of such termination.

15) Purchaser shall, from the execution of this Order and for a period of one (1) year after the completion of this Order maintain all records, together with such supporting or underlying documents and materials, related to the motor vehicle ordered hereunder, including but not limited to all records related to the use, the location(s) of such use, the repair and the sale, lease or other transfer of such motor vehicle or any interest therein, as well as Purchaser's compliance with the FCPA and any other applicable anti-corruption or anti-bribery laws or regulations. Purchaser shall at any time requested by Dealer whether during or after completion of this Order, with five (5) days' notice and at Purchaser's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Dealer. Such records shall be made available to Dealer during normal business hours at a time and location that is convenient for Dealer.

16) **Documentary Fee.** Documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning 1/1/20 was \$300. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$300, which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

17) Purchaser shall pay on demand all of Dealer's cost and expenses, including its attorney's fees incurred in enforcing the terms of this Sales Order, including but not limited to defending any claims by Purchaser, collecting any payments due hereunder or repossessing the vehicle.

18) The remedies herein reserved shall be cumulative and in addition to any further remedies provided to Dealer whether at law or in equity. No delay or failure by the Dealer to exercise or enforce at any time, any right or provision in this Sales Order, will be considered a waiver thereof or of Dealer's right thereafter to exercise or enforce each and every right and provision of this Sales Order. To be valid, any waiver shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

19) This Sales Order has been negotiated, executed and delivered in Indiana, and shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the choice of law or conflicts of law principles of any other state.

20) Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located in Lake County, Indiana regarding any disputes regarding this matter. Purchaser waives any trial by jury and waives any objection based on improper venue or forum non conveniens in any action or proceeding to which Purchaser and Dealer may be parties arising out of, or in connection with, or in any way pertaining to this Sales Order. It is agreed and understood by Purchaser that this waiver constitutes a waiver of trial by jury of all claims by Purchaser against the Dealer. This waiver is knowingly, willingly and voluntarily made by Purchaser and Purchaser hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to, in any way, modify or nullify its effect. Purchaser further represents and warrants that it either has been represented in the signing of this Sales Order and the making of this Sales Order by the attorney of its choosing, or it has had time





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to seek independent counsel selected of Purchaser's own free will, and to discuss the terms and conditions of this Sales Order with such counsel.

21) In the event that any provision of this Sales Order shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed on this Sales Order by any court, this Sales Order shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all provisions hereby which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

22) All notices and other communications required hereunder shall be in writing and delivered by personal delivery, overnight delivery service, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

23) To the full extent permitted by laws, Purchaser waives all rights against Dealer for any damage to its property or that of third parties, or for injury to any person, however caused. In no event shall Dealer's total liability exceed Dealer's anticipated net profit on the specified purchase price of the vehicles covered by this Sales Order.

24) This Sales Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneously oral negotiations, commitments and understandings of the parties, except as otherwise expressly set forth in this Sales Order. This Sales Order may not be changed or amended except by writing and executed by both Purchaser and Dealer.

IN WITNESS WHEREOF, the Purchaser has executed these terms and conditions as of the date herein written below.

PURCHASER

TITLE

DATE



Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).







# Memorandum

To: City Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: August 10, 2023  
Subject: **PZC 2023-11– Kendall County Petition 23-26**  
Milroy Farm – 1270 E. Beecher Road - 1.5 Mile Review (Special Use)

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## **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jefferey D. Milroy on behalf of Milroy Farms, LLC, is requesting to renew its current special use permit, approved in 2014, for the operation of a compost facility on approximately 39.87 acres in unincorporated Kendall County. The current special use authorization is set to expire in Kendall County on December 1, 2023. If approved, the new special use will expire on December 1, 2033. The petitioner is not seeking to continue the compost facility on the adjacent (east) approximately 18-acre parcel located within Yorkville's corporate boundary, which was required to be decommissioned on or by March 2, 2024, per a Settlement Agreement with the City. Additionally, the petitioner states the compost facility will not be run by the previous operator, Green Organics. The subject property is located at 1270 E. Beecher Road which is generally located on the east side of E. Beecher Road and approximately 0.5 miles south of Galena Road.

## **STAFF COMMENTS**

Staff has reviewed the request for special use renewal for the compost facility and still has some specific concerns related to the odor control regulations. **Staff would recommend** that in the event the City of Yorkville receives an odor complaint, the City can reach out directly to the property owner and Kendall County's Solid Waste Coordinator and receive a response in writing as to how the odor will be/was mitigated within seven (7) business days.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

This item was scheduled to be discussed at the August 9, 2023 Planning and Zoning Commission meeting. However, this meeting was unable to be held due to a lack of quorum, therefore, no recommendation or objection to the special use request was provided.

## **ATTACHMENTS**

1. PZC Memorandum
2. Application with Attachments



# Memorandum

To: Economic Development Committee  
 From: Krysti J. Barksdale-Noble, Community Development Director  
 CC: Bart Olson, City Administrator  
 Date: July 25, 2023  
 Subject: **PZC 2023-11– Kendall County Petition 23-26**  
 Milroy Farm – 1270 E. Beecher Road - 1.5 Mile Review (Special Use)

## SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jefferey D. Milroy on behalf of Milroy Farms, LLC, is requesting to renew its current special use permit, approved in 2014, for the operation of a compost facility on approximately 39.87 acres in unincorporated Kendall County. The current special use authorization is set to expire in Kendall County on December 1, 2023. If approved, the new special use will expire on December 1, 2033. The petitioner is not seeking to continue the compost facility on the adjacent (east) approximately 18-acre parcel located within Yorkville’s corporate boundary, which was required to be decommissioned on or by March 2, 2024, per a Settlement Agreement with the City. Additionally, the petitioner states the compost facility will not be run by the previous operator, Green Organics. The subject property is located at 1270 E. Beecher Road which is generally located on the east side of E. Beecher Road and approximately 0.5 miles south of Galena Road.



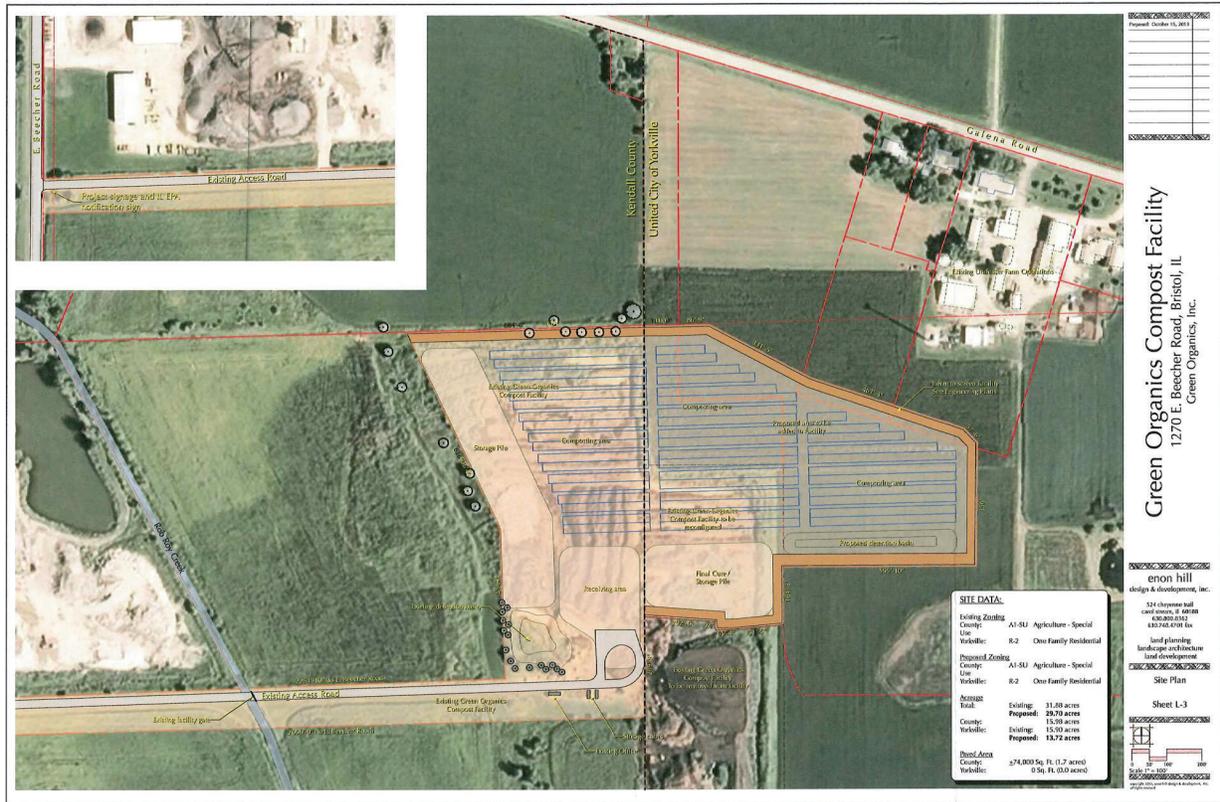
Approved Special Use in 2014



Proposed Special Use Area

## DEVELOPMENT BACKGROUND:

A compost facility has operated in this area on approximately 58 acres of adjacent parcels in Kendall County since 1993 and in the City of Yorkville since 1999. The portion of the parcel in Yorkville was subsequently entitled for residential land uses as part of the Westbury East Village Subdivision in 2004. Once the downturn in the economy happened in late 2009, no dwelling unit were ever built in the subdivision and the compost operator sought to reconfigure the layout of the facility to increase the amount of permitted food and landscape materials processed on the site. Therefore, in January 2014, the City approved an amendment to the Westbury East Village Annexation Agreement to allow the expanded operation for a period of five (5) years. The petitioner was also granted a special use permit, with conditions, by Kendall County to operate the compost facility on the subject property in March 2014. The approved



layout for the compost facility on both Kendall County and City of Yorkville parcels are depicted as follows:

Since that time, the property’s daily operations were conducted by a secondary organization, Midwest Materials, and several complaints related to odor from the site were received by the City. Upon the expiration of the five (5) year term for operating the compost facility in 2019, Green Organics challenged the date for decommissioning and the City entered into arbitration. A settlement agreement was reached in 2020 established a final termination date for the compost facility on the City’s side as March 2, 2024. The city has been informed the decommissioning of the compost operation on the parcel within the City has begun.

**REQUEST SUMMARY:**

The petitioner is proposing to renew it recently expired special use with Kendall County for the continued operation of a compost facility on approximately 39.87 acres. The composting operation will consist of the processing of food scraps and landscape waste. The site plan provided illustrates several 25-foot-wide windrows separated by 10-foot driving aisles. The site also has one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. There will also be a 420 square foot trailer on site for office/employee use. The landscape waste will be received between the hours of 7:00 am and 4:00 pm, Monday through Fridays, and 7:00 am until 12:00 pm on Saturdays. The petitioner has indicated the composting facility will not be run by the former operator, Green Organics or Midwest Materials, but by the current owner Milroy Farms.

As proposed, the renewed special use will be for a period of 10 years, until December 1, 2033, with the option to seek renewal by Kendall County prior to July 1, 2033. Upon terminating of the special use, the compost facility will be decommissioned, and site converted back to farming within five (5) months, including the removal of materials, grading, seeding and the removal of all structures. Kendall County planning staff has proposed conditions for the special use permit related to noise, odor, water/soil sampling, truck weight, off-site debris and other operational recommendations listed in the attached memorandum from Matt Asselmeier, Senior Planner, for Kendall County.

### **STAFF ANALYSIS:**

Due to the parcel's proximity to Yorkville's municipal boundary and its potential effect to adjacent Yorkville properties/development, staff spoke with the petitioner and Kendall County regarding the following special use recommendations:

1. A thirty-foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.
3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
4. The submission of a detailed decommissioning plan.
5. A requirement that notification of operation management changes and contact information be updated annually with the County.

The petitioner was agreeable to certain landscaping requirements. This includes a 15-foot wide and 3-foot-tall berm near the eastern property line, nearest to the Yorkville parcel, consisting of pines, fir and/or shade trees spaced no further than 40-feet apart. Additionally, the petitioner agreed to the submission of a decommissioning plan and the request regarding a change of management and updated contact information.

However, Kendall County staff has concerns with the requested procedure for enforcement of odor control, as it currently contradicts the County's voluntary compliance policy and the handling of their Zoning Ordinance violations. The County does not own an olfactometer and proposes to handle odor on the site by having the petitioner adhere to odor control strategies such as maintaining proper carbon-to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.

### **YORKVILLE'S COMPREHENSIVE PLAN:**

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential (ECR). This future land use is intended to provide flexibility for residential design in areas of Yorkville that can accommodate low-density detached single-family housing, but also include sensitive environmental and scenic features that should be retained and enhanced. This land use classification is characterized by conventional neighborhoods with detached housing on large lots and serves as a transition from suburban neighborhoods to agricultural zones. This designation is also used as a holding designation for areas without the needed infrastructure to support traditional development (e.g., public utilities and roadways).

The current land use of an agricultural/compost facility is not consistent with Yorkville's Comprehensive Plan land use designation for this property. However, if approved by Kendall County, the proposed special use does not require a change to the City's Comprehensive Plan's future land use designation as the proposed special use does have an expiration date of December 1, 2033. The trend in development in this area at time will dictate if the compost facility use would be appropriate, should the petitioner apply for renewal of the special use at that time.

### **STAFF COMMENTS**

Staff has reviewed the request for special use renewal for the compost facility and still has some specific concerns related to the odor control regulations. **Staff would recommend** that in the event the City of Yorkville receives an odor complaint, the City can reach out directly to the property owner and Kendall

County's Solid Waste Coordinator and receive a response in writing as to how the odor will be/was mitigated within seven (7) business days.

Staff is seeking input from the Economic Development Committee as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to the Planning and Zoning Commission at the August 9, 2023 meeting and the City Council at the August 22, 2023 meeting. This item was delivered to the City on July 19, 2023.

#### **ATTACHMENTS**

1. Application with Attachments



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**Petition 23-26**

**Jefferey D. Milroy on Behalf of Milroy Farms, LLC**

**A-1 Special Use Permit for Composting of Landscape and Food Waste**

**INTRODUCTION**

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property.

Green Organics is no longer associated with the property.

The application materials are included as Attachment 1. Ordinance 2014-04 is included as Attachment 2. The plat of survey is included as Attachment 3. The business plan, including the site plan and landscaping plan, is included Attachment 4. The decommissioning plan is included as Attachment 5.

**SITE INFORMATION**

PETITIONERS: Jefferey D. Milroy on Behalf of Milroy Farms, LLC

ADDRESS: 1270 E. Beecher Road, Bristol

LOCATION: East Side of E. Beecher Road Approximately 0.5 Miles South of Galena Road on the East Side of the Road



Approved Special Use in 2014



Proposed Special Use Area

Bristol: Na-Au-Say

PARCEL: 02-08-100-006

LOT SIZE: 40 +/- Acres

EXISTING LAND USE: Agricultural/Composting Facility

ZONING: A-1 with a Special Use Permit

LRMP:	Future Land Use	Suburban Residential (Max. 1.00 DU/Acre) and Mixed Use Business Along Beecher Road (County) Estate/Conservation Residential (Yorkville)
	Roads	E. Beecher is a Local Road maintained by Bristol Township.
	Trails	There is a proposed trail on E. Beecher Road.

Floodplain/ Wetlands	There are no floodplains on the property. There is a wetland on the extreme on the northwest corner of the property.
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REQUESTED ACTIONS: Special Use Permit for a Composting Facility

APPLICABLE REGULATIONS: Section 7:01.D – A-1 Special Uses  
Section 13:08 – Special Use Procedures

**SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	A-1 (County)	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1 (County) R-3 Planned Unit Development (Yorkville)
South	Agricultural	A-1 SU and M-2 (County)	Suburban Residential and Mixed Use Business (County) Estate/Conservation Residential (Yorkville)	A-1 SU and M-2 (County)
East	Agricultural	R-2 Planned Unit Development and R-2, R-4, B-3 Planned Unit Development (Yorkville)	Urban Area (County) Estate/Conservation Residential (Yorkville)	Various Residential Planned Unit Developments (Yorkville)
West	Manufacturing	M-2 and M-3 SU (County)	Suburban Residential and Mixed Use Business (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, M-1, M-2, and M-3 SU (County)

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

**PHYSICAL DATA**

**ENDANGERED SPECIES REPORT**

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey be conducted by a qualified biologist, with the results forward to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented, see Attachment 1, Pages 19-25.

As of the date of this memo, the Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee.

### **NATURAL RESOURCES INVENTORY**

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection, see Attachment 1, Pages 12-18.

### **ACTION SUMMARY**

#### **BRISTOL TOWNSHIP**

Petition information was sent to Bristol Township on July 19, 2023.

#### **UNITED CITY OF YORKVILLE**

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.
3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
4. The submission of a detailed decommissioning plan.
5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff has concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, Illinois Environmental Protection Agency regarding complaints.

Yorkville's email and Staff's response were included as Attachment 6.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

#### **BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023.

### **GENERAL INFORMATION**

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.

3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
11. The operator shall provide weight receipts to Kendall County.
12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

### **BUSINESS OPERATIONS**

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The site plan (Attachment 4, Page 3) shows several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. No information was provided regarding the height of the windrows.

Bulk agent storage areas separate the east and west windrow areas.

The site plan shows one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan (Attachment 5), the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

### **BUILDINGS AND BUILDING CODES**

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

### **ENVIRONMENTAL HEALTH**

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted on in the Business Plan (Attachment 4, Page 6).

Though not shown on the site plan, a dumpster is located on the property. The business plan (Attachment 4, Page 2) notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

### **STORMWATER**

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale.

The Petitioners submitted an application for a stormwater management permit. WBK submitted comments in a letter dated July 15, 2023, included as Attachment 7. To date, Staff is waiting for comments from the Petitioner regarding WBK's comments.

### **ACCESS**

Per the site plan (Attachment 4, Page 3), the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

### **PARKING AND INTERNAL TRAFFIC CIRCULATION**

According to the site plan (Attachment 4, Page 3), one (1) parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. No information was provided regarding the total number of parking stalls.

The site plan shows one (1) truck turn around area.

## LIGHTING

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

## SIGNAGE

According to the business plan (Attachment 4, Page 4), one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

## SECURITY

According to the site plan (Attachment 4, Page 3), there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan (Attachment 4, Pages 1 and 5) references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

## LANDSCAPING

Per the site plan (Attachment 4, Page 3), one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan (Attachment 4, Page 2), the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

## NOISE CONTROL

Per the business plan (Attachment 4, Page 1), noise levels cannot exceed Illinois Pollution Control Board standards.

## ODORS

The business plan (Attachment 4, Page 2) references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

## RELATION TO OTHER SPECIAL USES

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

## FINDINGS OF FACT

Before preparing a Findings of Fact, Staff would like to review the stormwater information, pest control plan, and odor control plan and obtain comments from ZPAC members.

§ 13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on special use permit applications. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*

*The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole.*

*Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.*

*The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals.*

*The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.*

## **RECOMMENDATION**

Staff would like additional information before issuing a recommendation. The general conditions and restrictions would be as follows:

1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
  - j. The operator shall provide weight receipts to Kendall County.
  - k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - l. Implement strategies to manage potential odor issues such as maintaining proper carbon to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.

- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass).
3. The site shall be developed substantially in accordance with the site plan (Attachment 4, Page 3) and the site plan shall be kept on file as "Exhibit A" attached hereto.
4. As noted on the site plan, a fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary. The berm will be at least fifteen feet (15') wide and three feet (3') high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping.
5. The facility operator shall maintain existing plantings on the berm and ditch.
6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B" (Attachment 4, Pages 4 and 5) attached hereto. The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" (Attachment 4, Page 6) attached hereto dated March 11, 2008.
8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan (Attachment 5) as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.
12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.
13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entirety.
15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if

required by law.

17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
18. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
19. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
20. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
21. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
22. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

#### **ATTACHMENTS**

1. Application Materials (Including Petitioner's Findings of Fact, NRI Application, and EcoCat)
2. Ordinance 2014-04
3. Plat of Survey
4. Business Plan (Including Site Plan)
5. Decommission Plan
6. Pre-Application Emails with United City of Yorkville
7. July 15, 2023, WBK Comment Letter


**DEPARTMENT OF PLANNING, BUILDING & ZONING**

 111 West Fox Street • Yorkville, IL • 60560  
 (630) 553-4141 Fax (630) 553-4179

**APPLICATION**

 PROJECT NAME Milroy Farms LLC FILE #: \_\_\_\_\_  
 Kendall Composting Permit

<b>NAME OF APPLICANT (Including First, Middle Initial, and Last Name)</b> Jefferey D. Milroy		
<b>CURRENT LANDOWNER/NAME(s)</b> Milroy Farms LLC		
<b>SITE INFORMATION</b> ACRES 39.8752	<b>SITE ADDRESS OR LOCATION</b> 1270 E. Beecher Road, Bristol Township, IL	<b>ASSESSOR'S ID NUMBER (PIN)</b> 02-08-100-006
<b>EXISTING LAND USE</b> Composting Special Use	<b>CURRENT ZONING</b> A1 Special Use	<b>LAND CLASSIFICATION ON LRMP</b> East side is mixed business and west side is rural estate residential
<b>REQUESTED ACTION (Check All That Apply):</b>		
<input checked="" type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MAP AMENDMENT (Rezone to _____)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
<input checked="" type="checkbox"/> AMENDMENT TO A SPECIAL USE ( <input checked="" type="checkbox"/> Major; <input type="checkbox"/> Minor)		
<b>PRIMARY CONTACT</b> Jefferey Milroy	<b>PRIMARY CONTACT MAILING ADDRESS</b> [REDACTED]	<b>PRIMARY CONTACT EMAIL</b> [REDACTED]
<b>PRIMARY CONTACT PHONE #</b> [REDACTED]	<b>PRIMARY CONTACT FAX #</b> [REDACTED]	<b>PRIMARY CONTACT OTHER #(Cell, etc.)</b> [REDACTED]
<b>ENGINEER CONTACT</b> Jefferey Milroy	<b>ENGINEER MAILING ADDRESS</b> [REDACTED]	<b>ENGINEER EMAIL</b> [REDACTED]
<b>ENGINEER PHONE #</b> [REDACTED]	<b>ENGINEER FAX #</b> [REDACTED]	<b>ENGINEER OTHER #(Cell, etc.)</b> [REDACTED]
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. <b>THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.</b>		
<b>SIGNATURE OF APPLICANT</b> [REDACTED]		<b>DATE</b> <u>6/29/2023</u>

 FEE PAID: \$ \_\_\_\_\_  
 CHECK #: \_\_\_\_\_

<sup>1</sup>Primary Contact will receive all correspondence from County

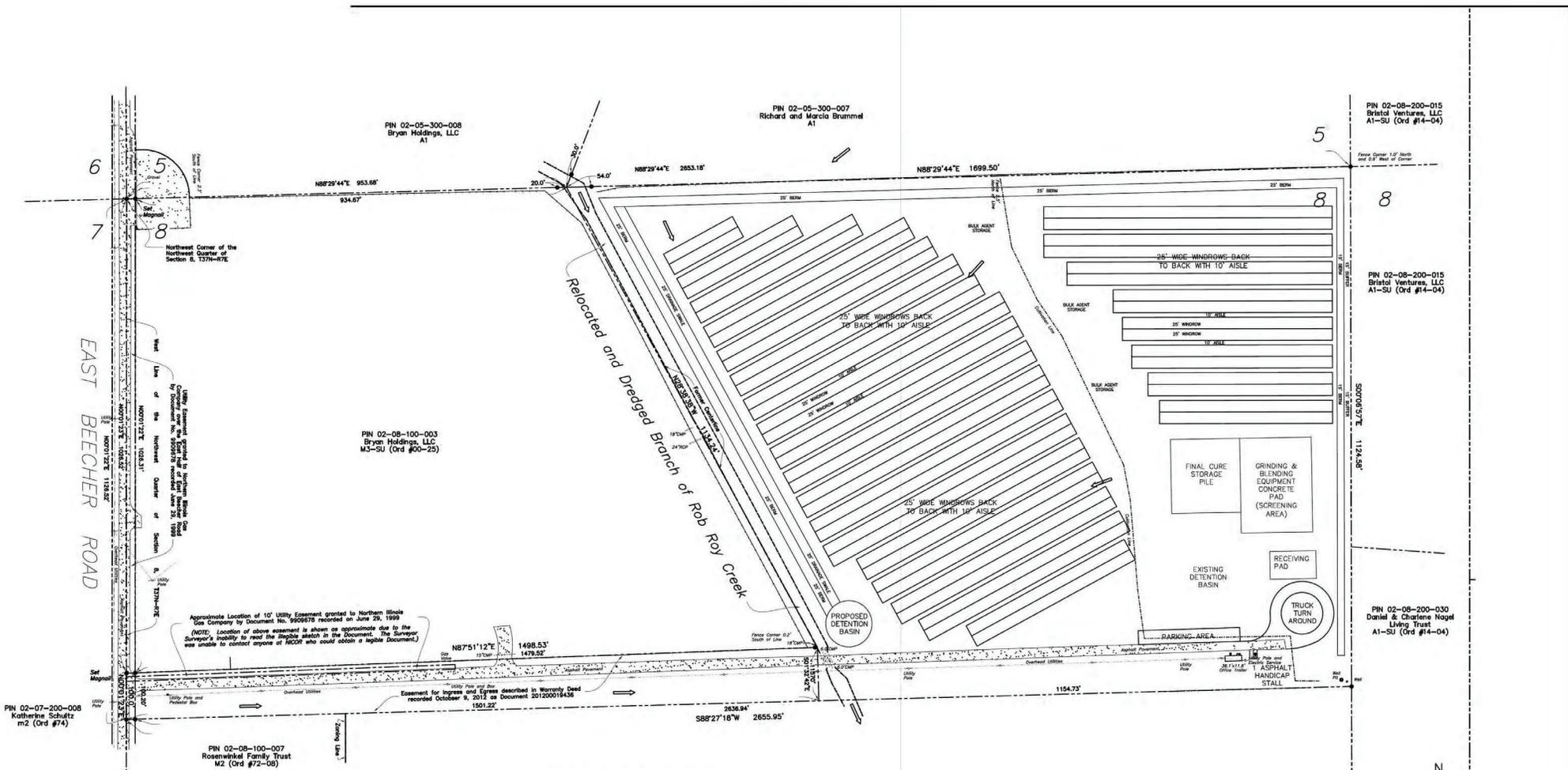
<sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants

 Date Stamp Here If  
 Checklist Is Complete

## **Detailed Description Of Proposed Use Business Plan**

1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance: Composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
  - f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - j. Truck weights shall be limited to 73,280 pounds.
  - k. The operator shall provide weight receipts to Kendall County.

- l. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - m. Other conditions as appropriate for the particular facility. (*Amended 6/26/2023*)
  - n. Decommissioning plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector.
  - o. Implement strategies to manage potential odor issues such as maintaining proper carbon-to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
  - p. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
  - q. A 15' buffer and a berm will be provided between the composting area and the Village of Yorkville. This berm will be at least 15' wide by 3' high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed 40' apart. Seedlings will have a minimum of 6" in height. Specimen seedlings will be planted and the berm will be constructed within one year of issuance of the Composting Ordinance.
2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass).
  3. The site plan shall be kept on file as "Exhibit A" attached hereto.
  4. The facility operator shall maintain existing plantings on the berm and ditch.
  5. The facility operator shall maintain the security gate and landscaping as indicated on "Exhibit B" attached hereto.
  6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
  7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
  8. This special use Ordinance shall expire on December 1, 2033 and the petition for renewal shall be made prior to July 1, 2033.
  9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within 30 days.



PIN 02-07-200-008 Katherine Schultz m2 (Ord #74)

PIN 02-08-100-007 Rosenwhal Fandy Trust M2 (Ord #72-08)

PIN 02-08-100-003 Bryan Holdings, LLC M3-SU (Ord #00-25)

PIN 02-05-300-007 Richard and Marcia Brummet A1

PIN 02-08-200-015 Bristol Ventures, LLC A1-SU (Ord #14-04)

PIN 02-08-200-015 Bristol Ventures, LLC A1-SU (Ord #14-04)

PIN 02-08-200-030 Daniel & Charlene Nagel Living Trust A1-SU (Ord #14-04)

DEVELOPER:  
Jeff Milroy  
Milroy Farms, LLC

PROPERTY LOCATION:  
PIN: 02-08-100-006  
1270 East Beecher Road  
Yorkville, Illinois 60550

AREA OF ZONING TRACT:  
39.8752 Acres

PRESENT ZONING:  
A-1 SU

PROPOSED ZONING:  
A-1 SU

**LEGAL DESCRIPTION OF ZONING TRACT:**  
That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence North 88°29'44" East along the North Line of said Northwest Quarter, 933.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North 88°29'44" East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South 02°05'51" East along the East Line of said Northwest Quarter, 1124.58 feet; thence South 88°27'16" West, 2655.95 feet to a point on the West Line of said Northwest Quarter that is 1126.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North 00°01'23" East along said West Line, 100.0 feet; thence North 87°51'12" East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North 28°38'38" West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois and containing 39.8752 acres.

**FLOODPLAIN STATEMENT:**  
The Subject property is located in Zone X (areas of minimal flood hazard determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 170950030360 with an effective date of February 4, 2009.

**WETLANDS STATEMENT:**  
The National Wetlands Inventory Map depicts Riverine wetlands (R2UBHx) in the relocated and dredged branch of Rob Roy Creek.



PREPARED FOR:  
MILROY FARMS, LLC

1270 E BEECHER SITE PLAN  
SITE PLAN

PROJECT NO. 23 548 01  
SCALE: 1" = 100'  
DATE: JUNE 29, 2023  
SHEET NO. 1  
OF 1 SHEETS





March 11, 2008

Mr. Joseph Mazza  
[REDACTED]



Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

[REDACTED]  
Terese M. Laciak  
President

EXHIBIT C

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County

## **Legal Description of Milroy Farms LLC Parcel Parcel 02-08-100-006**

That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence north  $88^{\circ} 29' 44''$  East along the North Line of said Northwest Quarter, 953.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North  $88^{\circ} 29' 44''$  East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South  $00^{\circ} 06' 57''$  East along the East Line of said Northwest Quarter, 1124.58 feet; thence South  $88^{\circ} 27' 18''$  West, 2655.95 feet to a point on the West line of said Northwest Quarter; that is 1126.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North  $00^{\circ} 01' 23''$  East along said West line, 100.0 feet; thence North  $87^{\circ} 51' 12''$  East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North  $28^{\circ} 38' 38''$  West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois.



WARRANTY DEED  
① ~~XXXXXXXXXX~~ PL

201200018002

DEBBIE  
GILLETTE  
KENDALL COUNTY, IL

RECORDED: 9/19/2012 12:29 PM  
WD: 916.75 RHPSP FEE: 10.00  
PAGES: 4

Prepared by:  
Craig Hasenbalg  
Dickson & Hasenbalg

GRANTOR:  
AURORA BLACKTOP, INC.

Subsequent Tax Bills To:  
GRANTEE:  
MILROY FARMS, LLC. *Jeff Milroy*

THE GRANTORS, AURORA BLACKTOP, INC., an Illinois corporation, under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State where the following described real estate is located, of the Village of Bristol, County of Kendall, and State of Illinois, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid, and other good and valuable consideration, receipt of which is hereby duly acknowledged, conveys and warrants to GRANTEE: MILROY FARMS, LLC, an Illinois limited liability company, whose mailing address is: [REDACTED] ALL RIGHT, TITLE AND INTEREST IN AND TO the following described real estate to-wit:

**Legal description attached hereto as Exhibit A**

Parcel Identification No: 02-08-100-006  
Commonly known as: 39.8752 Acres, Farmland, located in Bristol Township, Kendall County, IL

Together with the hereditaments, tenements and appurtenances thereunto belonging.

This Deed and conveyance is subject to easements and restrictions of record, if any, roadways, rights of adjoining owners to the uninterrupted flow of any streams which may cross the land, right of way for drainage tiles, ditches, feeders, and laterals, and general taxes for the year 2012 and subsequent.

TO HAVE AND TO HOLD the same unto said Grantee, and its or its heirs and assigns forever hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 31<sup>ST</sup> day of August, 2012

AURORA BLACKTOP, INC., an Illinois Corporation

By: [REDACTED]

Mall Tax  
Continuation This Business LLC

*2012-2040JG*



KENDALL COUNTY  
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant Milroy Farms LLC  
Address [REDACTED]  
City [REDACTED] State [REDACTED] Zip [REDACTED]

2. Nature of Benefit Sought Special Use Permit

3. Nature of Applicant: (Please check one)

- Natural Person (a)
- Corporation (b)
- Land Trust/Trustee(c)
- Trust/Trustee (d)
- Partnership (e)
- Joint Venture (f)

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
Jefferey D Milroy	[REDACTED]	50%
Lilianna D Milroy	[REDACTED]	50%

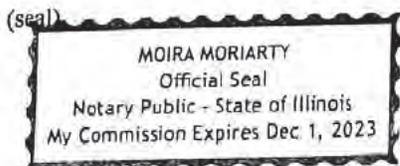
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Jefferey Milroy, Manager, [REDACTED]

VERIFICATION

I, [REDACTED], being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 20 day of June, A.D. 2023



[REDACTED] Notary Public

RECEIVED  
6/21/23



**Kendall County Soil & Water  
Conservation District**

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3

[www.kendallswcd.org](http://www.kendallswcd.org)

**NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION**

**Petitioner:** Milroy Farms LLC **Contact Person:** Jefferey Milroy  
**Address:** \_\_\_\_\_ **City, State:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Please select: How would you like to receive a copy of the NRI Report?  Email  Mail

**Site Location & Proposed Use**

Township Name Bristol Township Township T37 N, Range R7E E, Section(s) 8  
Parcel Index Number(s) 02-08-100-006  
Project or Subdivision Name Milroy Farms Composting Permit Number of Acres 39.87  
Current Use of Site A-1 Special Use Proposed Use A-1 Special Use  
Proposed Number of Lots N/A Proposed Number of Structures N/A  
Proposed Water Supply Well (existing) Proposed type of Wastewater Treatment N/A  
Proposed type of Storm Water Management Retention Pond (existing)

**Type of Request**

- Change in Zoning from \_\_\_\_\_ to \_\_\_\_\_
- Variance (Please describe fully on separate page)
- Special Use Permit (Please describe fully on separate page)

Name of County or Municipality the request is being filed with: Kendall County, IL

**In addition to this completed application form, please including the following to ensure proper processing:**

- Plat of Survey/Site Plan** – showing location, legal description and property measurements
- Concept Plan** - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
- If available: topography map, field tile map, copy of soil boring and/or wetland studies
- NRI fee** (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.  
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Fee for first five acres and under \$ 375.00  
\_\_\_\_\_ Additional Acres at \$18.00 each \$ \_\_\_\_\_  
**Total NRI Fee** \$ 75.00

**NOTE:** Applications are due by the 1<sup>st</sup> of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

**I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.**

[Signature]  
Petitioner or Authorized Agent

June 20, 2023

Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

**FOR OFFICE USE ONLY**

NRI# 2307 Date initially rec'd 6/21/23 Date all rec'd \_\_\_\_\_ Board Meeting \_\_\_\_\_  
Fee Due \$ 75.00 Fee Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ Over/Under Payment \_\_\_\_\_ Refund Due \_\_\_\_\_



**Kendall County Soil & Water Conservation District**

July 13, 2023

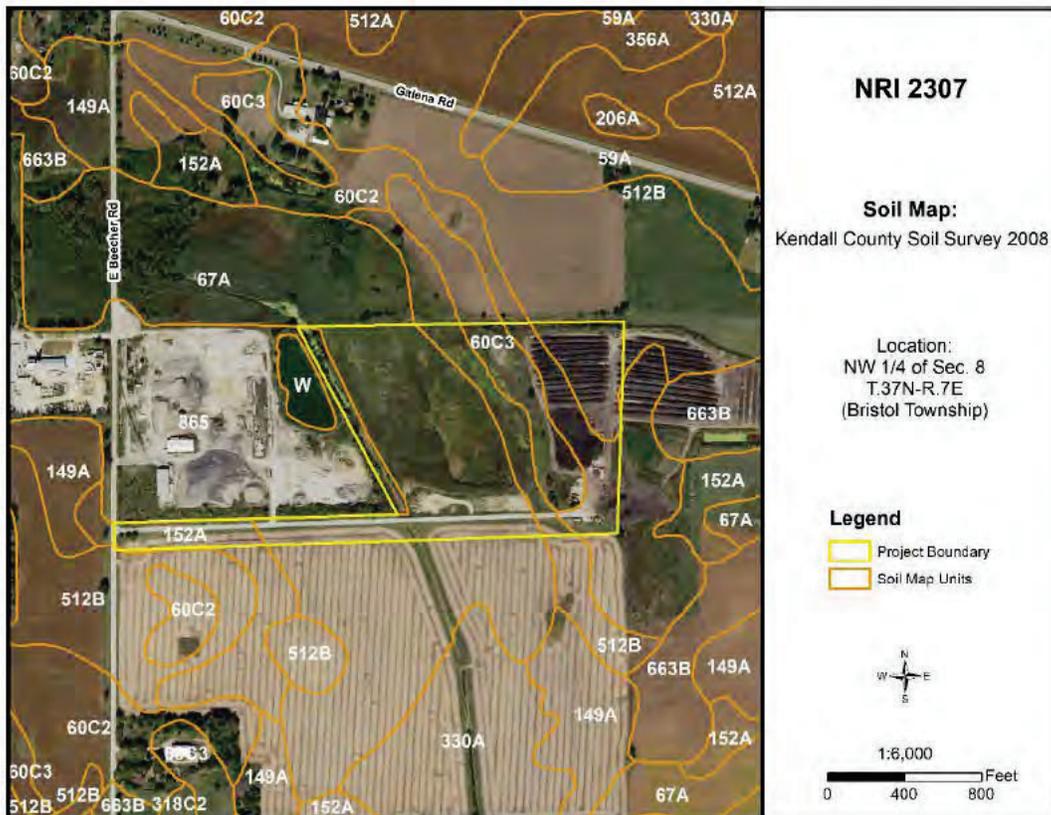
Jefferey Milroy

Dear Mr. Milroy,

The Kendall County Soil & Water Conservation District (SWCD) received a Natural Resources Information Report (NRI) Application for a special use permit renewal petition on parcel 02-08-100-006 filed with Kendall County. The site is an existing EPA composting facility that accepts yard and food waste from the surrounding area. The petitioner is proposing an approximate 17-acre expansion of the composting operation on the western half of the parcel with the addition of a future detention basin. The project site is located at 207 E Beecher Rd, Bristol, IL 60512 in the northwest quarter of Section 8, Township 37N (Bristol Township), Range 7E of the 3<sup>rd</sup> Principal Meridian. The site is zoned A1-SU Agricultural Special Use. After reviewing the application and supporting documents, it was determined that a *full NRI Report is not necessary at this time* for the proposed project.

The Kendall County SWCD has reviewed the 39.87-acre project site and would like to note the following natural resource considerations:

- The site currently contains an existing 17-acre composting area, detention basin, truck turn-around, and parking area. According to the property owner, the site is tile drained.



- The 2008 Soil Survey for Kendall County as maintained by the United States Department of Agriculture – Natural Resource Conservation Service (USDA-NRCS) contains soil maps and descriptions for soil types throughout the county. The exhibit above shows the soil map, and the table below shows the soil map units that are present within the project site. Please note this information does not replace the need for site specific soil testing.

Soil Map Unit	Acreage	Percent of Parcel
60C2 La Rose silt loam, 5-10% slopes, eroded	5.1	12.9%
60C3 La Rose clay loam, 5-10% slopes, severely eroded	4.7	11.8%
67A Harpster silty clay loam, 0-2% slopes	18.5	46.4%
152A Drummer silty clay loam, 0-2% slopes	2.3	5.7%
512B Danabrook silt loam, 2-5% slopes	7.8	19.5%
865 Pits, gravel	1.5	3.8%

- Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses. They are based on the soil properties that directly influence the specified use of the soil. Each soil map unit has limitations for a variety of land uses. The table below shows the soil limitations for uses including food-processing waste, farm and garden composting, and shallow excavations. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

Soil Type	Food-Processing Waste	Farm & Garden Composting Facility	Shallow Excavations
60C2 & 60C3	<u>Very Limited:</u> Dense layer; Slow water movement; Depth to saturated zone	<u>Somewhat Limited:</u> Slope; Low strength; Wetness; Low precipitation; Extreme soil temperatures	<u>Very Limited:</u> Depth to saturated zone; Dusty; Unstable excavation walls
67A	<u>Very Limited:</u> Ponding; Depth to saturated zone; Leaching	<u>Very Limited:</u> Low strength; Wetness; Ponding; Low precipitation; Seepage	<u>Very Limited:</u> Ponding; Depth to saturated zone; Dusty; Unstable excavation walls
152A	<u>Very Limited:</u> Ponding; Depth to saturated zone; Leaching; Slow water movement	<u>Very Limited:</u> Low strength; Wetness; Ponding; Low precipitation	<u>Very Limited:</u> Ponding; Depth to saturated zone; Dusty; Unstable excavation walls; Too clayey
512B	<u>Somewhat Limited:</u> Depth to saturated zone; Slow water movement	<u>Somewhat Limited:</u> Low strength; Wetness; Slope; Extreme soil temperatures; Low precipitation	<u>Somewhat Limited:</u> Depth to saturated zone; Dusty; Unstable excavation walls
865	N/A	N/A	N/A

- The information provided in the table below provides further detail regarding the following:
  - Drainage Class: Refers to the frequency and duration of wet periods under similar conditions to those under which the soil formed.
  - Hydrologic Soil Groups: Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas. Group A soils have a high infiltration rate, low runoff potential and high rate of water transmission. Group B soils have a

moderate infiltration rate and rate of water transmission. Group C soils have a slow infiltration rate and rate of water transmission. Group D soils have a very slow infiltration rate, high runoff potential and a very slow rate of water transmission.

- Hydric Soils: A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, two are hydric (67A Harpster silty clay loam and 152A Drummer silty clay loam) and three are non-hydric (60C2 La Rose silt loam, 60C3 La Rose clay loam, and 512B Danabrook silt loam).
- Prime Farmland: Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, three are designated as prime farmland (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 512B Danabrook silt loam). Two of the soils are designated as farmland of statewide importance (60C2 La Rose silt loam and 60C3 La Rose clay loam), and one is designated as non-prime farmland (865 Pits, gravel).

Map Unit	Drainage Class	Hydrologic Group	Hydric Designation	Prime Farmland
60C2 & 60C3	Moderately Well Drained	C	Non-Hydric	Farmland of Statewide Importance
67A	Poorly Drained	B/D	Hydric	Prime Farmland if Drained
152A	Poorly Drained	B/D	Hydric	Prime Farmland if Drained
512B	Moderately Well Drained	C	Non-Hydric	Prime Farmland
865	N/A	N/A	N/A	Not Prime Farmland

- The information provided in the table below provides further detail regarding soil water features:
  - Surface Runoff: Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal).
  - Water Table: Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.
  - Ponding: Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. Duration indicated as brief means ponding typically occurs for a period of 2-7 days. Frequency indicated as non means ponding is not possible and frequent means that it occurs, on average, more than once in 2 years (chance of ponding is more than 50% in any year).
  - Flooding: Flooding is temporary inundation of an area caused by overflowing stream, runoff from adjacent slopes, or tides. Water standing for short periods after rainfall or snowmelt is not considered flooding. Water standing in swamps and marshes is considered ponding rather than flooding.

Map Unit	Surface Runoff	Water Table	Ponding	Flooding
60C2	High	<u>February – April</u> Upper Limit: 2.0'-3.5' Lower Limit: 2.2'-4.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
60C3	Medium	<u>February – April</u> Upper Limit: 2.0'-3.5' Lower Limit: 2.2'-4.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
67A	Negligible	<u>January – May</u> Upper Limit: 0.0'-1.0' Lower Limit: 6.0'	<u>January – May</u> Surface Depth: 0.0'-0.5' Duration: Brief (2-7 days) Frequency: Frequent	<u>January – December</u> Frequency: None
152A	Negligible	<u>January – May</u> Upper Limit: 0.0'-1.0' Lower Limit: 6.0'	<u>January – May</u> Surface Depth: 0.0'-0.5' Duration: Brief (2-7 days) Frequency: Frequent	<u>January – December</u> Frequency: None
512B	Low	<u>February – April</u> Upper Limit: 2.0'-3.5' Lower Limit: 3.0'-5.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
865	N/A	N/A	N/A	N/A

- This site is located on slopes of approximately 0-10%. The site lies within the Fox River Watershed (Rob Roy Creek sub watershed).
- Based on an in-office review of the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0030G (effective date February 4, 2009), it does not appear that this parcel is located within the 100-year floodplain. It is mapped as Zone X, an area of minimal flood hazard. Additionally, based upon review of the U.S. Fish & Wildlife Service's National Wetlands Inventory Map, a riverine waterway (tributary to Rob Roy Creek) is present along the western edge of the project site. To determine the presence of wetlands, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.
- If construction is to occur onsite, a soil erosion and sediment control plan should be prepared and implemented in accordance with both Kendall County and Illinois EPA requirements. The Illinois Urban Manual can be used as a reference for proper selection and implementation of onsite soil erosion and sediment control practices to ensure that soil is properly maintained onsite from project initiation to completion.
- The Land Evaluation Site Assessment (LESA) system, a land use planning tool, assists decision-makers in Kendall County in determining the suitability of a land use change and/or a zoning request. Specifically, the LESA system is designed to facilitate decision making by providing a rational process for assisting local officials in making farmland conversion decisions through the local land use process. It provides a technical framework to numerically rank land parcels based on local resource evaluation and site considerations. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land uses, and urban growth factors. The LESA system is a two-step procedure that includes Land Evaluation (LE) and Site Assessment (SA). The Land Evaluation is based on soils of a given area that are rated and placed in groups ranging from the best to worst suited for a stated agriculture use such as cropland and forestland. The best group is assigned a value of 100 and all other groups are assigned lower values (94, 87, 79, etc.). The Land Evaluation is based on data from the USDA Kendall County Soil Survey. The Site Assessment is numerically evaluated according to important factors that contribute to the quality of the site. Each factor

selected is assigned values in accordance with the local needs and objectives. The overall score is based on a 300-point rating scale.

#### Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)
60C2	5	82	5.1	418.2
60C3	6	69	4.7	324.3
67A	2	94	18.5	1,739.0
152A	1	100	2.3	230.0
512B	2	94	7.8	733.2
865	8	0	1.5	0.0
<b>Totals</b>			<b>39.9</b>	<b>3,444.7</b>
<b>LE Calculation</b>			(Product of relative value / Total Acres) $3,444.7 / 39.9 = 86.3$	
<b>LE Score</b>			<b>LE = 86</b>	

The Land Evaluation score for this site is 86 out of a possible 100 points, indicating that the soils are well-suited for agricultural uses since the Land Evaluation score is above 80.

#### Site Assessment Computation

A.	Agricultural Land Uses	Points
	1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)	10
	2. Current land use adjacent to site. (30-20-15-10-0)	15
	3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)	10
	4. Size of site. (30-15-10-0)	15
B.	Compatibility / Impact on Uses	
	1. Distance from city or village limits. (20-10-0)	0
	2. Consistency of proposed use with County Land Resource Management Concept Plan and/or municipal comprehensive land use plan. (20-10-0)	10
	3. Compatibility of agricultural and non-agricultural uses. (15-7-0)	0
C.	Existence of Infrastructure	
	1. Availability of public sewage system. (10-8-6-0)	8
	2. Availability of public water system. (10-8-6-0)	8
	3. Transportation systems. (15-7-0)	7
	4. Distance from fire protection service. (10-8-6-2-0)	6
	<b>Site Assessment Score:</b>	<b>89</b>

The Site Assessment score for this site is 89 out of a possible 200 points. The Land Evaluation value (86) is added to the Site Assessment value (89) to obtain a LESA Score of 175. The table below shows the level of protection for the proposed project site based on the LESA Score.

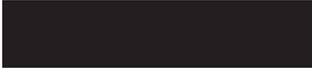
#### LESA Score Summary

LESA SCORE	LEVEL OF PROTECTION
0-200	Low
201-225	Medium
226-250	High
251-300	Very High

The overall LESA Score for this site is 175 indicating a low level of protection for the proposed project site. Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

If you have any questions, please contact our office at (630) 553-5821 extension 3.

Sincerely,



Alyse Olson  
Resource Conservationist

CC Jefferey Milroy, Milroy Farms LLC

Matt Asselmeier, Kendall County Planning, Building, & Zoning

Robert Walker, Bristol Township



**Applicant:** Jeff Milroy

**Contact:** Jeff Milroy

**Address:** [REDACTED]

**IDNR Project Number:** 2317303

**Date:** 06/22/2023

**Alternate Number:** 2317170

**Project:** Milroy Farms Composting

**Address:** 1270 East Beecher Road, Yorkville

**Description:** Special use permit renewal for operating a compost facility.

## Natural Resource Review Results

### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Mottled Sculpin (*Cottus bairdii*)

Rusty Patched Bumble Bee (*Bombus affinis*)

**An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.**

#### Location

The applicant is responsible for the accuracy of the location submitted for the project.

**County:** Kendall

**Township, Range, Section:**

37N, 7E, 5

37N, 7E, 8



#### **IL Department of Natural Resources**

##### **Contact**

Kyle Burkwald

217-785-5500

Division of Ecosystems & Environment

#### **Government Jurisdiction**

Kendall County

Matthew Asselmeier

111 West Fox Street

Yorkville, Illinois 60560

#### **Disclaimer**

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

## **Terms of Use**

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1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

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IDNR Project Number: 2317303



<b>EcoCAT Receipt</b>	<b>Project Code</b> 2317303
-----------------------	-----------------------------

<b>APPLICANT</b>	<b>DATE</b>
------------------	-------------

Jeff Milroy Jeff Milroy [REDACTED]	6/22/2023
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DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
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EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81
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TOTAL PAID	\$ 127.81
------------	-----------

Illinois Department of Natural Resources  
 One Natural Resources Way  
 Springfield, IL 62702  
 217-785-5500  
[dnr.ecocat@illinois.gov](mailto:dnr.ecocat@illinois.gov)



Illinois  
Department of  
**Natural  
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director  
One Natural Resources Way • Springfield, Illinois 62702-1271

[www.dnr.illinois.gov](http://www.dnr.illinois.gov)

June 23, 2023

Jeff Milroy  
Milroy Farms



**RE: Milroy Farms Composting  
Consultation Program  
EcoCAT Review #2317303  
Kendall County**

Dear Mr. Milroy:

The Department has received your submission for this project for the purposes of consultation pursuant to the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural Areas Preservation Act* [525 ILCS 30/17], and Title 17 *Illinois Administrative Code* Part 1075.

The proposed action consists of operating a compost facility in Yorkville, IL.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

State Listed

**Mottled Sculpin** (*Cottus bairdii*)

State and Federally Listed

**Rusty Patched Bumblebee** (*Bombus affinis*)

Due to the project scope and proximity to protected resources the Department recommends the following actions be taken to avoid adversely impacting listed species in the vicinity of the project:

**Rusty Patched Bumblebee**

- 1) The Department recommends that work which disturbs the ground or may remove flowering plants be done between October 1 and April 1 to avoid potential impacts.
- 2) If these dates cannot be accommodated, the Department recommends a Rusty Patched Bumble Bee survey be performed by a qualified biologist.
  - a) Survey results and methods should be forwarded to the Department for review and concurrence.

Please note that due to the federal status of the Rusty Patched Bumblebee, and its potential occurrence in the project area, coordination with the U.S. Fish and Wildlife Service may be necessary and is separate from this consultation and Illinois State regulations.

Given the above recommendations are adopted the Department has determined that impacts to these protected resources are unlikely. The Department has determined impacts to other protected resources in the vicinity of the project location are also unlikely.

*In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.*

Consultation on the part of the Department is closed, unless the applicant desires additional information or advice related to this proposal. Consultation for Part 1075 is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal and should not be regarded as a final statement on the project being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are unexpectedly encountered during the project's implementation, the applicant must comply with the applicable statutes and regulations.

This letter does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the *Illinois Endangered Species Act*, the *Fish and Aquatic Life Act*, the *Wildlife Code* and other applicable authority.

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

If temporary or permanent lighting is required, the Department recommends the following lighting recommendation to minimize adverse effects to wildlife:

- All lighting should be fully shielded fixtures that emit no light upward.
- Only “warm-white” or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) should be used to minimize blue emission.
- Only light the exact space with the amount (lumens) needed to meet facility safety requirement.
- If LEDs are to be used, avoid the temptation to over-light based on the higher luminous efficiency of LEDs.

If erosion control blanket is to be used, the Department also recommends that wildlife-friendly plastic-free blanket be used around wetlands and adjacent to natural areas, if not feasible to implement project wide, to prevent the entanglement of native wildlife.

Please contact me with any questions about this review.

Sincerely,

A solid black rectangular redaction box covering the signature of the sender.

Kyle Burkwald  
Impact Assessment Section  
Division of Real Estate Services and Consultation  
Office of Realty & Capital Planning  
Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702  
Kyle.Burkwald@Illinois.gov  
Phone: (217) 785-4984

**Matt Asselmeier**

---

**From:** Burkwald, Kyle <Kyle.Burkwald@Illinois.gov>  
**Sent:** Friday, July 14, 2023 11:10 AM  
**To:** Matt Asselmeier  
**Cc:** Seth Wormley; Latreese Caldwell; Hayes, Bradley  
**Subject:** [External]RE: 1270 E Beecher, Bristol Township, Kendall County

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt,

Apologies for the delay, I recently accepted a new position within the Department and am no longer a part of the Impact Assessment section.

However, to answer your questions, the recommendations are not required to be adhered to by law, they are best recommendations to avoid a Take of the listed species. Failure to adhere though may result in an increased likelihood of a Take of an endangered species as defined in Part 1075 of the *Illinois Endangered Species Act*.

If you have any further questions or concerns please contact Brad Hayes.

Sincerely,  
Kyle Burkwald  
Illinois Department of Natural Resources  
Division of Forestry  
Mobile: (217) 299-7324  
Desk: (217) 785-4984

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Friday, July 14, 2023 10:48 AM  
**To:** Burkwald, Kyle <Kyle.Burkwald@Illinois.gov>  
**Cc:** Seth Wormley <swormley@kendallcountyil.gov>; Latreese Caldwell <LCaldwell@kendallcountyil.gov>  
**Subject:** [External] RE: 1270 E Beecher, Bristol Township, Kendall County

Kyle:

Did you have an opportunity to review this email?

Thanks,

Matthew H. Asselmeier, AICP, CFM  
Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498  
PH: 630-553-4139  
Fax: 630-553-4179

Please fill out the following findings of fact to the best of your capabilities. §13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals shall consider in rendering a decision, but is not required to make an affirmative finding on all items in order to grant a **special use**. They are as follows:

*That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.* An experienced operator, Jesse C. Sexton, will be managing operations and running the site.

The operation is permitted and controlled by the EPA and inspected by the health department and they have not found anything to endanger the public health, safety, morals, comfort or general welfare during Jesse C. Sexton's tenure.

*That the special use will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole.*

The new management team of Jesse C. Sexton, William J. Coleman, Jefferey D Milroy, and Lilianna D. Milroy will incorporate as the new site operator. Jesse is well known to neighbors and local officials and ran the site without complaints regarding odors, debris, or dust. The site will be run orderly and squared away. No other operator will be assigned to this operation without approval of the management team.

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.*

The special use will not be adding any new utilities or roadways to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open. Any new proposed detention basins will be provided under the Storm-water permit application.

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals*

The special use conforms to all applicable regulations of the A-1 Special use district.

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.*

This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

State of Illinois  
County of Kendall

Zoning Petition  
#13-26

ORDINANCE NUMBER 2014 - 04

GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR  
GREEN ORGANICS INC. AT 1270 EAST BEECHER ROAD

WHEREAS, Green Organics, Inc., Milroy Farms LLC and Bristol Ventures LLC has filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 58 acre property located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road, (PIN# 02-08-100-006, part of PIN# 02-08-200-015, part of PIN# 02-08-200-018, part of PIN# 02-08-200-019 and part of PIN# 02-08-200-022), in Bristol Township; and

WHEREAS, said petition is to amend their existing special use permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville and seek new conditions on property; and

WHEREAS, said property is currently zoned A-1 Agricultural with an existing Special Use for operation for a landscape waste composting site; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for as Ordinance 1993-19 on October 19, 1993; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 1997-13 on August 19, 1997; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2000-18 on April 18, 2000; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2008-17 on May 20, 2008; and

WHEREAS, the Zoning Administrator and/or deputies did grant the petitioner a minor amendment to the existing special use to allow the facility to begin accepting and processing food waste as Ordinance 10-25-11 on October 25, 2011; and

WHEREAS, said special uses will continue on the property; and

WHEREAS, said property is legally described as:

PARCEL 1  
THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7  
EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

State of Illinois  
County of Kendall

Zoning Petition  
#13-26

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953.68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699.46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST ALONG SAID WEST LINE 100.00 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS EAST 1498.53 FEET TO A POINT IN THE CENTER OF SAID ROB ROY CREEK; THENCE NORTH 28 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID CREEK, 1134.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS  
PIN: 02-08-100-006

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 187.01 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 39 SECONDS EAST, 332.00 FEET; THENCE SOUTH 71 DEGREES 34 MINUTES 14 SECONDS EAST, 463.00 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 49 SECONDS EAST, 58.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS EAST, ALONG SAID LINE, 171.42 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND WITH PARCEL IDENTIFICATION NUMBER 02-08-200-015 FOR THE NEXT FOUR CALLS; SOUTH 83 DEGREES 45 MINUTES 54 SECONDS WEST, 130.42 FEET, MORE OR LESS; SOUTH 86 DEGREES 27 MINUTES 54 SECONDS WEST, 65.30 FEET; NORTH 08 DEGREES 04 MINUTES 41 SECONDS WEST, 23.88 FEET; NORTH 87 DEGREES 04 MINUTES 28 SECONDS WEST, 202.52 FEET, MORE OR LESS, TO A POINT 850.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE NORTH 01 DEGREE 14 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND CONTAINING 13.72 ACRES, MORE OR LESS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on December 9, 2013; and

WHEREAS, the findings of fact were approved as follows:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation is controlled by the EPA and inspected regularly by the Health Department and have not found anything to endanger the public health, safety, morals, comfort, or general welfare.*

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*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. The newer water park exists less than a mile away to the east and still there have been no complaints about affecting the area properties.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **The special use will not be adding any new utilities, roadways or drainage to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. **The special use conforms to all applicable regulations of the A-1 Special use district.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.***

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinances #93-17, #97-13, #00-18, #08-17 and #10-28-11 in their entirety and hereby grants approval of a major amendment to their existing special use zoning permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville subject to the following conditions:

1. The facility shall comply with the conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the Zoning Ordinance:  
Composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
  - b. Operational personnel shall be present on site during all hours which the facility is

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County of Kendall

Zoning Petition  
#13-26

- open for the receipt of landscape waste.
- c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
  - f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - j. Truck weights shall be limited to 73,280 pounds.
  - k. The operator shall provide weight receipts to Kendall County.
  - l. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - m. Other conditions as appropriate for the particular facility. *(Amended 6/20/2006)*
2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass)
  3. The site plan shall be kept on file as "Exhibit A" attached hereto
  4. The facility operator shall maintain plantings on the berm and ditch.
  5. The facility operator shall maintain the gate and landscaping as indicated on "Exhibit B" attached hereto
  6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
  7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
  8. This special use Ordinance shall expire on December 1, 2023 and the petition for renewal shall be made prior to July 1, 2023.
  9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are

State of Illinois  
County of Kendall

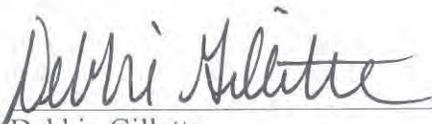
Zoning Petition  
#13-26

received they need to be submitted to the County Solid Waste Coordinator within 30 days.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 19<sup>th</sup>, 2014.

Attest:



Debbie Gillette  
Kendall County Clerk

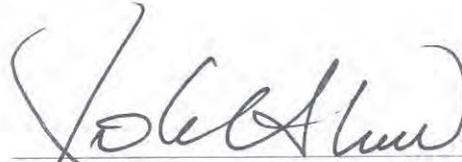
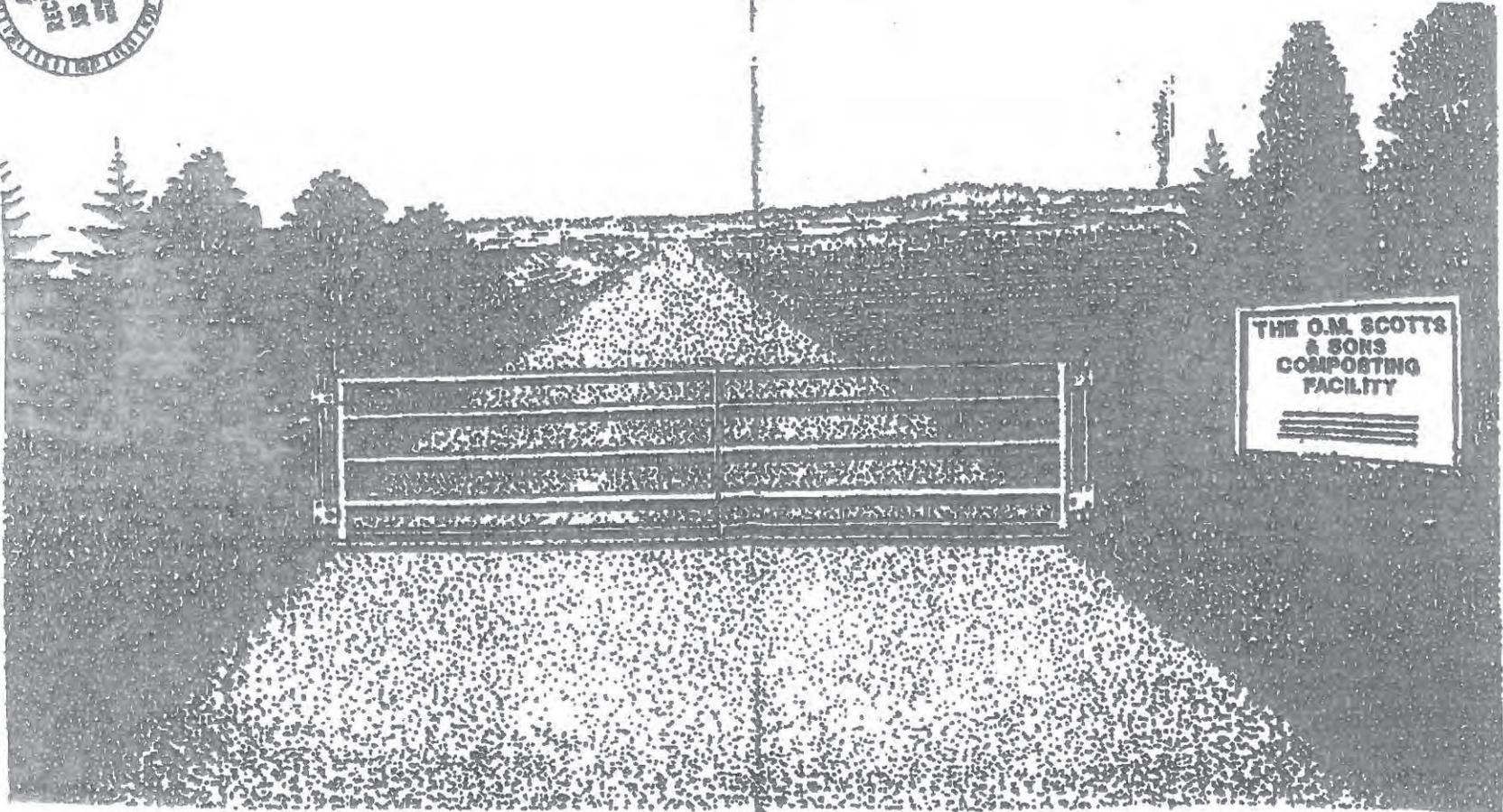
  
\_\_\_\_\_  
John Shaw  
Kendall County Board Chairman



EXHIBIT B





March 11, 2008

Mr. Joseph Mazza  
Green Organics  
290 Main Place  
Carol Stream, IL 60188



Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

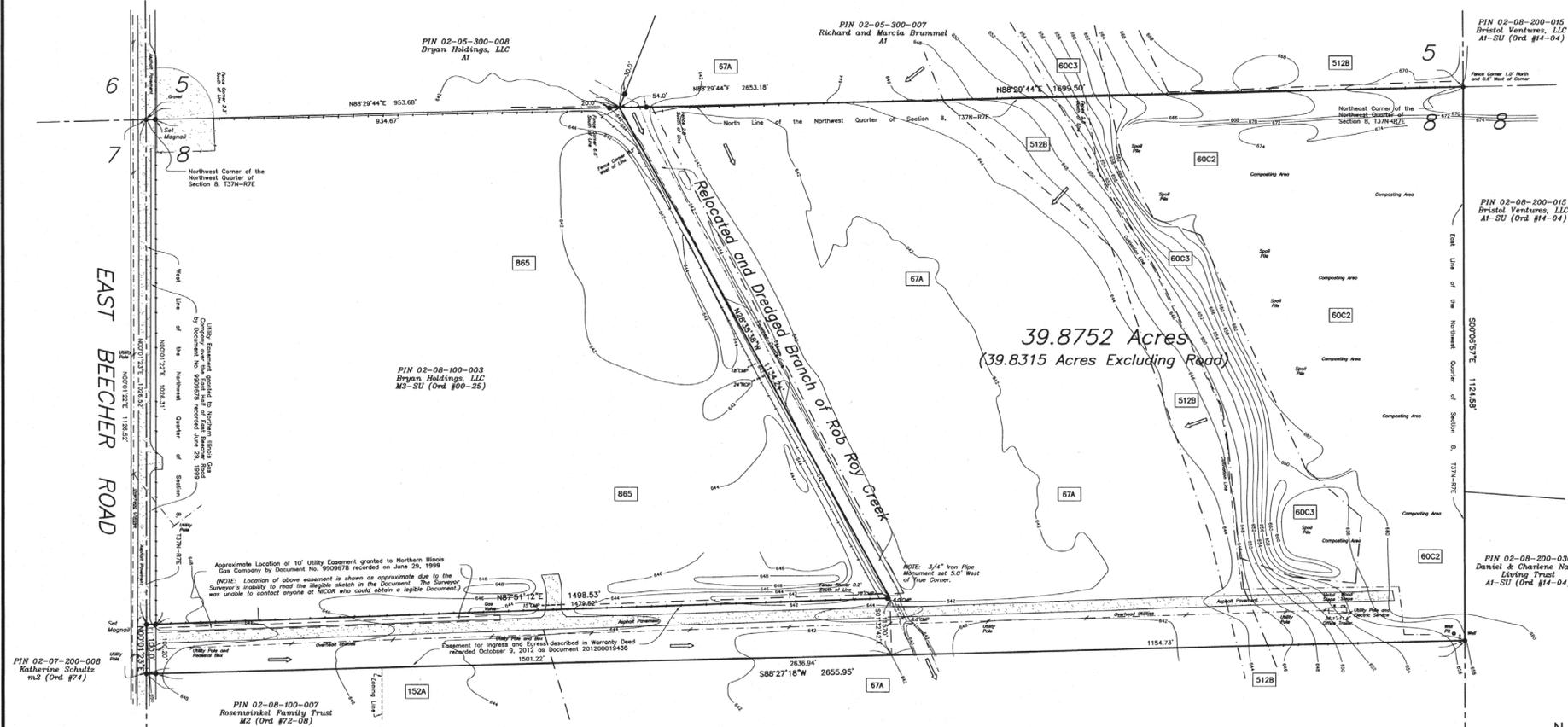
Terese M. Laciak  
President

EXHIBIT C

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County

# ZONING PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 8, T37N-R7E, 3rd PM BRISTOL TOWNSHIP KENDALL COUNTY ILLINOIS



PIN 02-07-200-008  
Katherine Schultz  
M2 (Ord #74)

PIN 02-08-100-007  
Rosenzweig Family Trust  
M2 (Ord #72-08)

**DEVELOPER:**  
Jeff Milroy  
Milroy Farms, LLC

**PROPERTY LOCATION:**  
PIN: 02-08-100-006  
1270 East Beecher Road  
Yorkville, Illinois 60560

**AREA OF ZONING TRACT:**  
39.8752 Acres

**PRESENT ZONING:**  
A-1 SU

**PROPOSED ZONING:**  
A-1 SU

### SOILS (From Web Soil Survey)

- 60C2 Lo Rose Silt Loam, 5-10% slopes, eroded
- 60C3 Lo Rose Silt Loam, 5-10% slopes, severely eroded
- 67A Harpater Silty Clay Loam, 0-2% slopes
- 152A Drummer Silty Clay Loam, 0-2% slopes
- 512B Danabrook Silt Loam, 2-5% slopes
- 865 Gravel Pits

NOTE: Elevation contours taken from Kendall County GIS 2018 Contour Map.

### LEGAL DESCRIPTION OF ZONING TRACT:

That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence North 88°29'44" East along the North Line of said Northwest Quarter, 953.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North 88°29'44" East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South 0°06'57" East along the East Line of said Northwest Quarter, 1124.58 feet; thence South 88°27'18" West, 2855.95 feet to a point on the West Line of said Northwest Quarter that is 1125.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North 0°01'23" East along said West Line, 100.0 feet; thence North 87°51'12" East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North 28°38'38" West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois and containing 39.8752 acres.

### FLOODPLAIN STATEMENT:

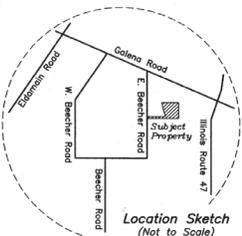
The Subject property is located in Zone X (areas of minimal flood hazard determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 17093C0036G with an effective date of February 4, 2009.

### WETLANDS STATEMENT:

The National Wetlands Inventory Map depicts Riverine wetlands (R2UBHx) in the relocated and dredged branch of Rob Roy Creek.

SCALE  
1"=100'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- X Indicates Cross in Concrete
- - - Indicates Soils Boundary
- Indicates Spot Elevation
- Indicates Contour Elevation
- ▲▲▲ Indicates Tree Location and Size
- Indicates Direction of Drainage



1107B South Bridge Street  
Yorkville, Illinois 60560  
Telephone (630)553-1580

Philip D. Young and Associates, Inc.  
LAND SURVEYING -- TOPOGRAPHIC MAPPING -- Lic.#184-002775

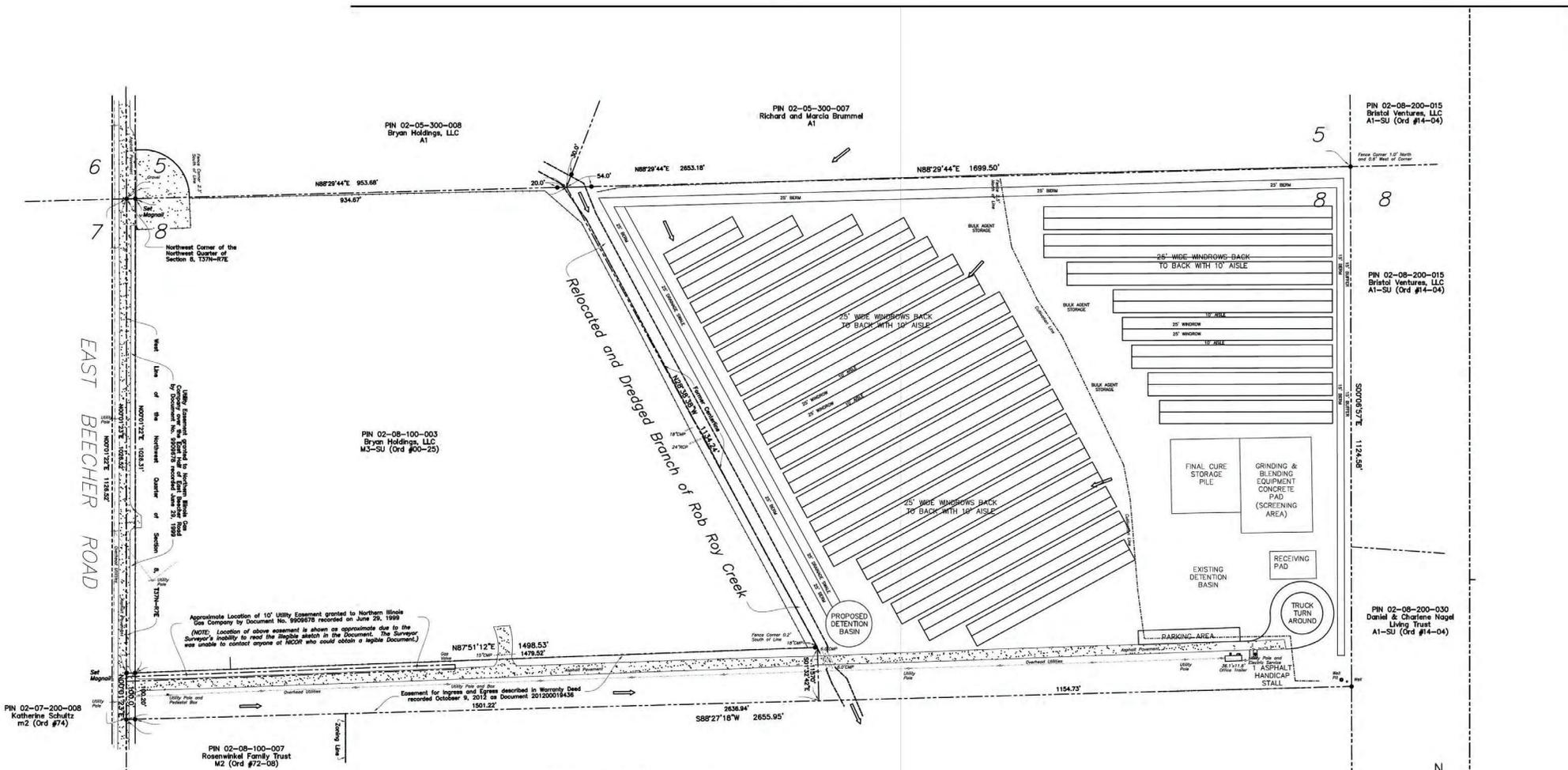
JOB NO.	23073
JOB NAME	MEBOT
DWG FILE	23073
REVISION DATE	

June 13, 2023

## **Detailed Description Of Proposed Use Business Plan**

1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance: Composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
  - f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - j. Truck weights shall be limited to 73,280 pounds.
  - k. The operator shall provide weight receipts to Kendall County.

- l. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - m. Other conditions as appropriate for the particular facility. (*Amended 6/26/2023*)
  - n. Decommissioning plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector.
  - o. Implement strategies to manage potential odor issues such as maintaining proper carbon-to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
  - p. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
  - q. A 15' buffer and a berm will be provided between the composting area and the Village of Yorkville. This berm will be at least 15' wide by 3' high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed 40' apart. Seedlings will have a minimum of 6" in height. Specimen seedlings will be planted and the berm will be constructed within one year of issuance of the Composting Ordinance.
2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass).
  3. The site plan shall be kept on file as "Exhibit A" attached hereto.
  4. The facility operator shall maintain existing plantings on the berm and ditch.
  5. The facility operator shall maintain the security gate and landscaping as indicated on "Exhibit B" attached hereto.
  6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
  7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
  8. This special use Ordinance shall expire on December 1, 2033 and the petition for renewal shall be made prior to July 1, 2033.
  9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within 30 days.



Approximate Location of 10' Utility Easement granted to Northern Illinois Gas Company by Document No. 9908578 recorded on June 26, 1998  
 (NOTE: Location of above easement is shown as approximate due to the Surveyor's inability to read the legible station in the document. The Surveyor was unable to contact anyone at (630)211-1111 who could obtain a legible document.)

Easement for Ingress and Egress described in Warranty Deed recorded October 9, 2012 as document 20120001436

**LEGAL DESCRIPTION OF ZONING TRACT:**  
 That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence North 88°29'44" East along the North Line of said Northwest Quarter, 933.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North 88°29'44" East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South 02°05'51" East along the East Line of said Northwest Quarter, 1124.58 feet; thence South 88°27'18" West, 2655.95 feet to a point on the West Line of said Northwest Quarter that is 1126.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North 0°01'23" East along said West Line, 100.0 feet; thence North 87°51'12" East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North 28°38'38" West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois and containing 39.8752 acres.

**FLOODPLAIN STATEMENT:**  
 The Subject property is located in Zone X (areas of minimal flood hazard determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 170950030360 with an effective date of February 4, 2009.

**WETLANDS STATEMENT:**  
 The National Wetlands Inventory Map depicts Riverine wetlands (R2UBHx) in the relocated and dredged branch of Rob Roy Creek.

**DEVELOPER:**  
 Jeff Milroy  
 Milroy Farms, LLC

**PROPERTY LOCATION:**  
 PIN: 02-08-100-006  
 1270 East Beecher Road  
 Yorkville, Illinois 60550

**AREA OF ZONING TRACT:**  
 39.8752 Acres

**PRESENT ZONING:**  
 A-1 SU

**PROPOSED ZONING:**  
 A-1 SU

**TEBRUGGE ENGINEERING**  
 SANDWICH, ILL. 60548  
 PHONE: (815) 786-0195  
 TEBRUGGEENGINEERING.COM

PREPARED FOR:  
**MILROY FARMS, LLC**

**1270 E BEECHER SITE PLAN**  
**SITE PLAN**



PROJECT NO. 23 548 01  
 SCALE: 1" = 100'  
 DATE: JUNE 29, 2023  
 SHEET NO. 1  
 OF 1 SHEETS



**MIDWEST  
MATERIAL  
MANAGEMENT**  
(847) 426-6354  
- COMPOST FACILITY -  
OPERATING HOURS: BY APPOINTMENT ONLY  
MATERIALS ACCEPTED: LANDSCAPE WASTE  
"COMRI, CERTIFIED" COMPOST AVAILABLE  
COMPLAINTS CONCERNING THIS FACILITY CAN BE  
MADE TO: STEVE BERGLUND: 847-426-6354 OR  
BUREAU OF LAND, ILLINOIS ENVIRONMENTAL PROTECTION  
AGENCY, SPRINGFIELD, ILLINOIS: 217-524-3300  
MAILING ADDRESS: 370 N. STATE ST. HAMPDEN, IL 62140



March 11, 2008

Mr. Joseph Mazza  
[REDACTED]



Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

[REDACTED]  
Terese M. Laciak  
President

EXHIBIT C

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County

**Green Organics, Inc.  
Kendall County, Illinois  
Yard Debris Composting Facility  
Normal and Pre-Mature Closure Plan**

The information contained herein describes the procedures and activities to perform normal closure of the Green Organics yard debris composting facility located at 1270 E. Beecher Rd. in Bristol Illinois 60512. Both normal and pre-mature closures are limited by the amount of time needed for complete composting of material (item 1). Complete composting takes no less than three months. During this time, composted debris will be shipped and sold to customers as before. Thus, these figures are a maximum cost of closure and a pre-mature closure plan is not any different from a normal closure plan. The land would be used for the farming of food crops or seeded, as necessary. The description and cost for each procedure/activity is defined below:

Description	Quantity	Unit	Unit Cost	Cost	Time to Complete	Comments
Complete composting and removal of remaining material	43000	cy	\$0.65	\$28,000	3 months	Assume three months operation to complete compost. Assume 50% of material - sold from facility and 50% of material shipped to customer (i.e. pay for hauling)
Disposal of non-compostables	10	cy	\$30	\$300	1 day	Assumes one dumpster. Includes cost to haul and dispose at licensed landfill facility
Regrade and level composting pad for farming	23	acre	\$1,000	\$23,000	.5 months	Assumes regrading to original elevations
Seeding - Class 7 Seed	23	acre	\$300	\$7,000	.25 months	Includes seeding and erosion control
Return control of land to owners for farming	1	LS	\$1,000	\$1,000	.5 months	
<b>Total</b>				<b>\$60,000</b>	<b>4.25 months</b>	

Yard debris or cured compost that cannot be removed from the site will be prepared for incorporation into the soil at the site, and, incorporated into the soil in accordance with State of Illinois Regulations for application of yard waste for agricultural use. The incorporation rate will not exceed the amount specified for the grasses or crops planted on the site.

Grading and leveling of the soil will be performed in accordance with agricultural Best Management Practices (BMP) to minimize soil erosion and/or soil loss.

All structures, signs and equipment used in the composting operation and for closure of the site will be removed once closure has been completed. Green Organics will notify the Illinois EPA of the closure within ninety days of the beginning of closure activities, or sooner if required by law. Once closure had been completed, Green Organics will notify the Illinois EPA within five business days that the closure has been completed.

## Matt Asselmeier

---

**From:** Krysti Barksdale-Noble <knoble@yorkville.il.us>  
**Sent:** Friday, June 9, 2023 9:57 AM  
**To:** Matt Asselmeier  
**Cc:** Latreese Caldwell; Seth Wormley; bolson@yorkville.il.us; Michelle Lagrotta; Peter Ratos  
**Subject:** RE: [External]RE: Green Organics Question

Good Morning Matt,

Thanks for the follow-up. Please see the responses to your questions below in green.

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Friday, June 9, 2023 8:28 AM  
**To:** Krysti Barksdale-Noble <knoble@yorkville.il.us>  
**Cc:** Latreese Caldwell <LCaldwell@kendallcountyil.gov>; Seth Wormley <swormley@kendallcountyil.gov>; Bart Olson <BOlson@yorkville.il.us>; Michelle Lagrotta <mlagrotta@gkwwlaw.com>  
**Subject:** RE: [External]RE: Green Organics Question

Krysti:

Here are my comments/questions/responses to your concerns:

1. Do you have any specific description of what you would like to see in the landscape buffer (i.e. types of vegetation, height of vegetation, replacement schedule, etc.)?  
Yes, ideally it would be a buffer similar to the City's transition yard between non-residential and residential which is a thirty foot (30') wide buffer yard with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees and three (3) ornamental trees per one hundred (100) linear feet of buffer yard. I know 30 feet might not be possible, but somewhere in the realm of 15-30 feet.
2. If we require them to install vegetation, the County will likely give them a deadline to plant the required vegetation. The timing of the issuance of the special use permit and the amount of landscaping required to be installed will play a role in determining the length of the deadline.
3. The County does not have specific standards based on odor. The applicant would have to follow applicable IEPA and federal regulations. Understood.
4. Does Yorkville own an ASTM certified field olfactometer? Yes. Pete Ratos can provide you or Brian the specs. I would have to check to see if any County department owns such a device. OK.
5. IEPA regulations require the existence of an odor control plan. We could require that a dedicated odor control plan be submitted as part of a special use permit application. Please do.
6. While I am not opposed to having the notification and violation procedures that you propose, these are not the normal procedures that the County uses for violation notification/correction/enforcement. I do have concerns that someone could accuse the County of having different investigative and due process procedures for one type of special use permit compared with other special uses. Understood, but we have received multiple complaints in the past and have a detailed procedure for notice and violation in place was helpful in gaining compliance. I would also say that each special use is different and the nature of the special use criteria warrant conditions made on a case-by-case basis.
7. I am not opposed to having a detailed decommissioning plan with the items you requested for inclusion. Great.
8. I am not opposed to a requirement of notification of operation management change and contact information updated annually. We likely would set a deadline for notifying the County of changes and set an annual deadline (i.e. July 1<sup>st</sup>) of updating contact information. Understood.

9. In any conditions included in the special use permit, we likely will use the phrase “operators of the use allowed by the special use permit” rather than naming a specific entity like Green Organics or Midwest Materials. Understood.
10. Has anyone associate with the property contacted Yorkville regarding this special use permit renewal? No one has been in contact with me directly. The property owners and several of the consultants they appear to be working with were advised to contact Yorkville as part of their due diligence prior to submitting a special use permit application.
11. Does Yorkville have any desire to annex this property? Undetermined at this time. Would be a City Council policy decision. One of the conversations with the applicant indicated they were considering placing community solar panels on the property. Also, they indicated that the requested renewal of the special use permit might be 10 years. Interesting. In all likelihood, Yorkville will become home rule in the next 10 years and Yorkville might have greater regulatory power over this type of use as a home rule municipality compared to the powers granted to a non-home rule county.
12. Does Yorkville need any easements or right-of-way dedications as part of the special use permit? Undetermined. I will check with the City Engineer. When do you anticipate having a submittal?
13. Do you have any objections if I share the information in these emails with the prospective applicant? No, I do not.

Thanks,

Matthew H. Asselmeier, AICP, CFM  
 Director  
 Kendall County Planning, Building & Zoning  
 111 West Fox Street  
 Yorkville, IL 60560-1498  
 PH: 630-553-4139  
 Fax: 630-553-4179

**From:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Sent:** Thursday, June 8, 2023 5:41 PM  
**To:** Matt Asselmeier <[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)>  
**Cc:** Latreese Caldwell <[LCaldwell@kendallcountyil.gov](mailto:LCaldwell@kendallcountyil.gov)>; Seth Wormley <[swormley@kendallcountyil.gov](mailto:swormley@kendallcountyil.gov)>; [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us); Michelle Lagrotta <[mlagrotta@gkwwlaw.com](mailto:mlagrotta@gkwwlaw.com)>  
**Subject:** RE: [External]RE: Green Organics Question

Hello Matt,

Thank you for the email. Yes, there are a few concerns the City has if the special use is renewed by the County. They are as follows:

1. Buffering from adjacent City parcels
  - a. The City is interested seeing landscape buffering along the eastern boundary of the County parcels to ensure future development on the City's side is screened as much as possible.
2. Does the County have performance standards regarding odors?
  - a. The City has strict performance standards and response time to complaints regarding odor and has specific language in the settlement agreement that we would like to see added as part of the County's special use conditions. They are:
    - i. Method of Odor Testing: The method used to perform any such odor testing will be by measuring and quantifying the odor in the ambient air in the area/location within the City of Yorkville that the complaint stems from using an ASTM certified portable odor detecting and measuring device known as a field olfactometer.
    - ii. Notification: No later than two (2) business days after performing any such odor testing, the County will send Green Organics and Midwest written notice of its findings including the

following information: the date and time the complaint was made; the area/location within the City of Yorkville that the complaint stems from; the outdoor temperature, wind condition, and ambient air reading from an ASTM certified field olfactometer device measured in said area/location on the date the complaint was made and as close to the time of the complaint as reasonably possible; and all such other information that is relevant to the complaint and the County's investigation of the same.

- iii. **Violation:** In the event that the field olfactometer device measurement from any such odor testing exceeds that threshold set forth in the ASTM Standard of Practice E679-91, Green Organics and/or Midwest shall take steps to immediately correct the conditions that are causing the odor. Additionally, within five (5) business days of receiving written notice of the County's findings, Midwest shall send the County a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of.
  1. In the event that any County Ordinance violation or any such complaint received by the County is related to conditions other than odor, Green Organics and/or Midwest shall take steps to immediately correct any such conditions that are determined reasonably to be a violation of the City's ordinances.
  2. Within seven (7) days of receiving any such complaint/potential County Ordinance violation, Midwest shall send the County a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of.
- b. City's Performance Standards for odor can be found here:  
[https://library.municode.com/il/yorkville/codes/code\\_of\\_ordinances?nodeId=TIT10ZO\\_CH13MADI\\_ART\\_CPEST\\_10-13C-4OD](https://library.municode.com/il/yorkville/codes/code_of_ordinances?nodeId=TIT10ZO_CH13MADI_ART_CPEST_10-13C-4OD)
3. Require a detailed decommissioning plan (site plan, timing of decommissioning, restoration plans, etc.) because the plans the City has received for decommissioning are not detailed.
4. Notification of operation management change and contact information updated annually.

Hope this helps. Let me know if you need any clarification of the information provided herein.

Best Regards,

**Krysti J. Barksdale-Noble, AICP**  
(she/her)  
Community Development Director  
United City of Yorkville



651 Prarie Point Drive  
Yorkville, Illinois 60560  
☎ (630) 553-8573  
📍 (630) 742-7808  
🌐 [www.yorkville.il.us](http://www.yorkville.il.us)

**From:** Matt Asselmeier <[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)>  
**Sent:** Thursday, June 8, 2023 2:14 PM  
**To:** Krysti Barksdale-Noble <[knoble@yorkville.il.us](mailto:knoble@yorkville.il.us)>  
**Cc:** Latreese Caldwell <[LCaldwell@kendallcountyil.gov](mailto:LCaldwell@kendallcountyil.gov)>; Seth Wormley <[swormley@kendallcountyil.gov](mailto:swormley@kendallcountyil.gov)>; Bart Olson



July 15, 2023

Mr. Matt Asselmeier  
Kendall County Planning, Building, & Zoning  
111 West Fox Street  
Yorkville, IL 60560-1498

Subject: 1270 E Beecher Road  
WBK Project 19-102.BN

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Management Permit prepared by Jeff Milroy dated June 29, 2023 received July 6, 2023.
- Site Plan prepared by Tebrugge Engineering dated June 29, 2022, and received July 6, 2023.
- Plat of Survey prepared by Phillip D Young and Associates dated June 13, 2023 and received July 6, 2023.

The following comments require resolution prior to plan approval and our recommendation for issuance of a stormwater permit. Based on the information provided with this submittal these comments may not be comprehensive and should only be considered the initial review response to documents provided.

1. Provide a project narrative addressing drainage impacts and permit requirements.
2. Determine off-site flows tributary to the property and how they will be conveyed and facilitated by the project.
3. Significant drainage area is tributary to the north line of the project. Utilize streamstats to determine tributary area, design flow values for 100 year event and whether the flow is contained within the banks of the existing channel or result in overbank flooding. The limits of 100 year event conveyance is necessary to determine the adequacy of the proposed plan.
4. Provide a grading plan for the proposed swale drainage features noted on the plan.

5. Provide a cross section and design water surface elevations for proposed swales. Provide drainage calculations supporting the design of drainage swales.
6. Provide a landscape or restoration plan for the swales based on swale flow velocities.
7. Provide a grading and landscape plan for the screening berms denoted on the plan.
8. USACE determination of creek jurisdiction is necessary prior to County permit approval.
9. Depict the existing stormwater basin on the property and describe how the proposed project will impact the basin. Identify existing and proposed tributary areas.
10. Provide a grading plan for the proposed detention basin as well as a utility plan and outlet details. Provide hydrograph routing for the basin to determine adequacy of the design.
11. Define the surface for parking areas and other "pads" denoted on the plans. Provide dimensions for all parking, pads, truck access routes noted on the plan.
12. Clarify if the asphalt creek crossing is existing or proposed. Also clarify if drainage culverts are existing or proposed. Verify the ability of the roadway and culvert facilities to convey 100 year flows within banks or result in an overbank flooding condition.
13. Depict erosion control measures. Determine if an NPDES NOI is necessary.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

  
Greg Chismark PE  
WBK Engineering, LLC



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 #4

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Tracking Number

CC 2021-04

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### Agenda Item Summary Memo

**Title:** City Buildings Updates – Budget Analysis

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**Meeting and Date:** City Council – August 22, 2023

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

\_\_\_\_\_

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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**Council Action Requested:** Informational

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\_\_\_\_\_

**Submitted by:** Bart Olson Administration

Name Department

#### Agenda Item Notes:

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**PLANNING**

<u>Phase</u>	<u>Component Name</u>	<u>Original Projection</u>	<u>March 2022 Actual or Projected</u>	<u>September 2022 Actual or Projected</u>	<u>August 2023 Actual or Projected</u>	<u>Difference, March 2022 to August 2023</u>	<u>Difference, Original to August 2023</u>
Acquisition	Due diligence & preliminary expenditures	Not estimated	\$ 31,200	\$ 31,200	\$ 31,200	\$ -	\$ -
Acquisition	Cordogan Structural Analysis	Not estimated	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	\$ -
Acquisition	Land acquisition	Not estimated	\$ 1,976,267	\$ 1,976,267	\$ 1,976,267	\$ -	\$ -
Design	Cordogan Phase 1, Space Needs	Not estimated	\$ 33,047	\$ 33,047	\$ 33,047	\$ -	\$ -
Design	Cordogan Phases 2 - 6 **	\$ 411,000	\$ 440,000	\$ 438,393	\$ 504,216	\$ 64,216	\$ 93,216
Design	Building Plan Review	Not estimated	\$ 2,700	\$ 5,218	\$ 5,218	\$ 2,518	\$ -
Construction	Construction and renovation	\$ 5,536,686	\$ 5,197,000	\$ 5,197,000	\$ 5,197,000	\$ -	\$ (339,686)
Construction	Alternate 2 - HVAC AND ROOF	\$ 448,000	\$ 605,000	\$ 605,000	\$ 605,000	\$ -	\$ 157,000
Construction	HVAC Natural Gas v. Electric	\$ 60,000	\$ 62,000	\$ 61,477	\$ 67,672	\$ 5,672	\$ 7,672
Construction	Alternate 4 - Move the generator	Not estimated	\$ 87,000	\$ 87,000	\$ 87,000	\$ -	\$ -
Construction	Cordogan site improvements	\$ 118,898	\$ 118,898	\$ 86,334	\$ 86,334	\$ (32,564)	\$ (32,564)
Construction	Parking Lot Improvements	\$ 350,000	\$ 386,102	\$ 365,542	\$ 365,542	\$ (20,560)	\$ 15,542
Construction	Bradford Storage, base contract	\$ 379,450	\$ 304,559	\$ 304,559	\$ 304,559	\$ -	\$ (74,891)
Construction	Bradford Storage, ComDev	Not estimated	\$ 8,700	\$ 8,700	\$ 8,700	\$ -	\$ -
Construction	Phones, networking equip, etc	\$ 124,500	\$ 322,423	\$ 241,925	\$ 202,100	\$ (120,323)	\$ 77,600
Construction	Security System and Interview Rooms	\$ 186,750	\$ 253,223	\$ 202,410	\$ 202,410	\$ (50,813)	\$ 15,660
Construction	Furniture - Lacasse	\$ 317,314	\$ 426,369	\$ 426,369	\$ 442,299	\$ 15,930	\$ 124,985
Construction	Electronics & Misc FF&E	Not estimated	\$ 50,000	\$ 26,000	\$ 30,070	\$ (19,930)	\$ -
Construction	Cordogan Construction Inspections & Reimb	\$ 50,000	\$ 50,000	\$ 15,000	\$ 18,000	\$ (32,000)	\$ (32,000)
Construction	Moving Costs	\$ 15,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ (5,000)	\$ (5,000)
Construction	Utility Fees and Testing	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ (15,000)	\$ (15,000)
Construction	Owner Contingency***	\$ 190,389	\$ 190,389	\$ 367,590	\$ 340,000	\$ 149,611	\$ 149,611
	Misc. credits	\$ -	\$ -	\$ (37,551)	\$ (37,551)	\$ (37,551)	\$ (37,551)
Const / Move-in****	Misc outdoor improvements	Not estimated	Not estimated	Not estimated	\$ 34,540	\$ -	\$ -
Const / Move-in****	Misc. operating supplies and improvements	Not estimated	Not estimated	Not estimated	\$ 65,135	\$ -	\$ -
<b>Totals</b>		<b>\$ 10,399,901</b>	<b>\$ 10,582,877</b>	<b>\$ 10,479,480</b>	<b>\$ 10,586,758</b>	<b>\$ (95,794)</b>	<b>\$ 104,594</b>

\*\* Contract is set up as 6.85% of final construction pricing, which was variable and based on change orders.

\*\*\* Owner contingency includes all approved change orders. As far as we know, there aren't any more expected change orders.

\*\*\*\* Various building needs covered by Facilities Maintenance Budget, or Departmental Operating Budgets. Examples include: gravel, site prep, and grass seed for the exterior; storage shelving for different storage rooms; kitchen appliances; forensic cabinet; last-minute electrical fixture changes (i.e. light switches, outlets); floor mats; mini pallet jacks; mail carts; key boxes, keycards; vacuums; light bulbs; wall anchors and screws; trash cans; ethernet patch cables; dry erase boards; tools; interior signage, door decals.

**Prairie Pointe post-closeout purchases**

<u>What</u>	<u>Why</u>	<u>When</u>	<u>How much</u>
Exterior monument sign, on lot	Hasn't been updated yet	Late 2023/Early 2024	\$ 20,000
Exterior monument signs (2), off lot	Hasn't been updated yet	Late 2023/Early 2024	\$ 5,000
Exterior Building Signage	Entrance/CityHall/Police above front door	2024	\$ 5,000
Exterior landscaping	All mulch, will work with Conservation Foundation	2024	\$ 25,000
Bridge/path from parking lot to ballfields	Public parking being used at building	2024	TBD
3 stackable rolling tables	Need to complete buildout	2023	\$ 2,400
Exec session couches, coffee table, coatrack	Pre-meeting drop-off of personal items	2023	\$ 3,500
Sr. Acct Clerk, lateral file cabinet	Complete buildout of office, needs space for files	2023	\$ 750
Asst. City Admin, lateral file cabinets x 2	Complete buildout of office, needs space for files	2023	\$ 1,500
Community Development office, coatrack	Complete buildout of lobby and staff area	2023	\$ 500
Deputy Chief, desk wardrobes x 2	Complete buildout of office, need space for storage	2023	\$ 1,400
Parks and Rec, whiteboards x 2	Complete buildout of staff areas	2023	\$ 300
Dais monitor stands	Monitors too high, cant be moved	2023	\$ 500
3rd Floor Lobby Furniture - couch x 2, table	Existing furniture co-opted for staff offices	2023	\$ 3,500
Rear stairwell keycard system x 2	No keycard system on rear door stairwells and gym	2023	\$ 7,000
			\$ 76,350



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 #5

Tracking Number

CC 2021-38

### Agenda Item Summary Memo

**Title:** Water Study Update

**Meeting and Date:** City Council – August 22, 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.  
\_\_\_\_\_  
\_\_\_\_\_  
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