



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, January 9, 2024
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

WARD II

Arden Joe Plocher

Craig Soling

WARD III

Chris Funkhouser

Matt Marek

WARD IV

Seaver Tarulis

Rusty Corneils

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – November 28, 2023
2. Minutes of the Regular City Council – December 12, 2023
3. Bill Payments for Approval
 - \$ 2,945,225.28 (vendors)
 - \$ 2,330,775.24 (wire payments)
 - \$ 378,192.59 (payroll period ending 12/08/23)
 - \$ 375,572.41 (payroll period ending 12/22/23)
 - \$ 6,029,765.52 (total)
4. PW 2023-89 Grande Reserve Unit 3 – Acceptance - *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$98,055.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*

Consent Agenda (cont'd):

5. PW 2023-90 Grande Reserve Unit 4 – Acceptance - *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$519,892.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
6. PW 2023-91 Grande Reserve Unit 8 – Acceptance - *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$142,665.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
7. PW 2023-92 Grande Reserve Unit 20 – Acceptance - *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City, subject to receipt of a maintenance guarantee in the amount of \$298,582.10, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
8. PW 2023-93 507 W. Kendall Drive – IDOT Permit and Resolution – *authorize Mayor and City Clerk to execute*
9. ADM 2023-46 Treasurer’s Report for November 2023

Mayor’s Report:

1. CC 2024-01 Proclamation for the Yorkville Library Mini Golf FUN Raiser Day
2. CC 2024-02 Rob Roy Drainage Ditch – Additional Work
3. CC 2024-03 Ordinance Amending the Regulations for Liquor Licenses
4. CC 2023-04 Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale

Public Works Committee Report:

1. PW 2023-94 Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services
2. PW 2023-95 Center Street Water Main Extension – Agreement for Professional Services (YBSD)
3. PW 2023-96 Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2023-50 Ordinance Approving a Master Power Supply Agreement with MC Squared Energy Services

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: January 17, 2024 – 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: February 6, 2024 – 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: March 7, 2024 – 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		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC WORKS: January 16, 2024 – 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, January 9, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – November 28, 2023

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. Minutes of the Regular City Council – December 12, 2023

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

Removed _____

Notes _____

3. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

4. PW 2023-89 Grande Reserve Unit 3 – Acceptance

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

Removed _____

Notes _____

5. PW 2023-90 Grande Reserve Unit 4 – Acceptance

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

Removed _____

Notes _____

6. PW 2023-91 Grande Reserve Unit 8 – Acceptance

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

Removed _____

Notes _____

7. PW 2023-92 Grande Reserve Unit 20 – Acceptance

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

Removed _____

Notes _____

8. PW 2023-93 507 W. Kendall Drive – IDOT Permit and Resolution

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

9. ADM 2023-46 Treasurer’s Report for November 2023

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR’S REPORT:

1. CC 2024-01 Proclamation for the Yorkville Library Mini Golf FUN Raiser Day

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. CC 2024-02 Rob Roy Drainage Ditch – Additional Work

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

Removed _____

Notes _____

3. CC 2024-03 Ordinance Amending the Regulations for Liquor Licenses

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

Removed _____

Notes _____

4. CC 2024-04 Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale

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

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2023-94 Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PW 2023-95 Center Street Water Main Extension – Agreement for Professional Services (YSBD)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

3. PW 2023-96 Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2023-50 Ordinance Approving a Master Power Supply Agreement with MC Squared Energy Services

- Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____
-
-

MAYOR'S REPORT (CONT'D):

5. CC 2021-04 City Building Updates

- Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____
-
-

6. CC 2021-38 Water Study Update

- Approved: Y _____ N _____ Subject to _____
 Removed _____
 Notes _____
-
-

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – November 28, 2023

Meeting and Date: City Council – January 9, 2024

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
651 PRAIRIE POINTE DRIVE ON
TUESDAY, NOVEMBER 28, 2023**

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Behland called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Plocher	Present	
	Soling	Present	
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Tarulis	Present	
	Corneils	Present	(arrived electronically at 7:04 p.m.)

Staff in attendance at City Hall: City Clerk Behland, Chief of Police Jensen, City 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/85400063184?pwd=TGV3eDNxQUoyQkV2b1F1dm9BTXpMdz09>. The Zoom meeting ID was 854 0006 3184.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Swearing-in of Patrol Officer – Alex Wrobel

Mayor Purcell, along with Chief of Police James Jensen, swore in Alex Wrobel as a patrol officer for the police department.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Tom Gilmor, resident of Fox Hill subdivision, shared with the Council that he is not in favor of the Northpointe Development along with section 8 housing or low-income housing. He asked who would regulate the proof of age, occupancy, and income required to live at this senior housing.

Micky Miller, Director of Senior Services, shared with the Council that subsidized housing has long waiting lists. Residents must move out of town for housing, taking income away from Yorkville. These residents are a tremendous asset to the community as they volunteer for many nonprofits and help provide transportation for those who can’t drive. People who need this type of housing are current residents, not strangers. Last year, Senior Services worked with the Community Development Director on Aging in a Changing Region. The survey responses showed a significant piece missing in our community, which is the middle housing bracket. There were concerns about property values going down when Anthony’s Place opened, and there have been no signs of this. She asked the Council to please consider the Fox Hill Senior Living apartments.

Debbie Gillette, resident of Fox Hill subdivision, shared with the Council that putting a high-density development in a residential neighborhood does not sit right with many residents. Increasing the development capacity by twenty-four units will bring more traffic, noise, and other nuisances into the Fox Hill subdivision. She asked if the City had considered the additional needs for the health and safety of the

residents. And what are the potential costs for fire, police, and ambulances? The residents are concerned about how this will affect their property values.

Judy Gilmor, resident of Fox Hill subdivision, shared that they are not imposed of senior housing but would like to see this building be changed from a three-story building to a two-story building. The residents of Fox Hill are asking for something to blend in better with the neighborhood. The Northpointe Development was working on a similar facility in Palatine. The residents shared concerns about it being a three-story building, which they then agreed to change to a two-story one. Judy shared the newspaper article with the Council (*attached*). Judy reported that the residents were not part of the planning process and that the HOA knew nothing about this project until the rezoning sign went up. Many residents could not attend tonight's meeting, so they prepared a petition. The petition (*attached*) requests that the Council deny the request for a variance to change the density from eight to fourteen units and to require them to change from a three-story building to a two-story building.

Sean Klinberg, resident of Fox Hill subdivision, shared his concern regarding the Fox Hill Senior Living building that could be going in his backyard. He stated no one in the community is a big fan of this project. He then said bringing seniors into the community is great but asked what are the benefits? He then said the request for three stories was too much.

Lisa Schillinger, a Yorkville resident, shared with the Council that she just heard about this project today and is not for or against it. She understands that the Fox Hill residents have concerns. Lisa stated she had been in this town for 45 years and had watched it grow. Yorkville needs senior living facilities badly. Yorkville needs to keep seniors in this community.

CONSENT AGENDA

1. Bill Payments for Approval
\$ 1,622,372.86 (vendors)
\$ 356,842.05 (payroll period ending 11/09/23)
\$ 1,979,214.91 (total)
2. Kane-Kendall Council of Mayors (KKCOM) Call for Projects –*authorize staff to submit a 2023 Call for Projects application for East Van Emmom Street project funding and Kennedy Road project funding* (PW 2023-85)
3. 2023 Road to Better Roads – Change Order No. 1 and Final Payment Estimate – *approve the 2023 Road to Better Roads – Change Order No. 1 and authorize the Mayor to execute* (PW 2023-87)

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

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

REPORTS

MAYOR'S REPORT

	Tax Levy (CC 2023-58)
Resolution 2023-35	Requesting Separate Limiting Rates for all City Funds
Ordinance 2023-40	for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2024 and Ending on April 30, 2025

Mayor Purcell entertained a motion to approve a Resolution Requesting Separate Limiting Rates for all City Funds and to approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2024 and Ending on April 30, 2025. So moved by Alderman Plocher; seconded by Alderman Marek.

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

Treasurer's Report for October 2023
(CC 2023-68)

Mayor Purcell entertained a motion to approve the Treasurer's Report for October 2023. So moved by Alderman Koch; seconded by Alderman Soling.

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

Ordinance 2023-41 **Repealing and Replacing Title 1, Chapter 14 of the
Yorkville City Code (Administrative Adjudication)**
(CC 2023-69)

Mayor Purcell entertained a motion to approve an Ordinance Repealing and Replacing Title 1, Chapter 14 of the Yorkville City Code and authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Plocher.

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

Resolution 2023-36 **Approving an Interagency Agreement Between the Illinois State Police
Police and the United City of Yorkville, Kendall County, Illinois**
(CC 2023-69)

Mayor Purcell entertained a motion to approve a Resolution Approving an Interagency Agreement Between the Illinois State Police and the United City of Yorkville, Kendall County, Illinois and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Soling.

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

Bond Abatement Ordinances
(CC 2023-70)

- Ordinance 2023-42** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$5,575,000 General Obligation Bonds
(Alternate Revenue Source), Series 2015A**
- Ordinance 2023-43** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$1,235,000 General Obligation Refunding Bonds
(Alternate Revenue Source), Series 2014**
- Ordinance 2023-44** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$1,290,000 General Obligation Refunding Bonds
(Alternate Revenue Source), Series 2014C**
- Ordinance 2023-45** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$4,295,000 General Obligation Bonds
(Alternate Revenue Source), Series 2014A**
- Ordinance 2023-46** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$8,250,000 General Obligation Bonds
(Alternate Revenue Source), Series 2021**
- Ordinance 2023-47** **Abating the tax levied for the year 2023 to pay the principal of and
interest on the \$5,170,000 General Obligation Bonds
(Alternate Revenue Source), Series 2022**
- Ordinance 2023-48** **Abating the tax hereto levied for the year 2023 to pay debt service
on General Obligation Bonds (Alternate Revenue Source),
Series 2023A, of the United City of Yorkville,
Kendall County, Illinois**

Mayor Purcell entertained a motion to approve the ordinances abating the taxes levied for the year 2023 to pay the principal of and interest on the General Obligation Bonds and General Obligation Refunding Bonds, and an ordinance abating the tax hereto levied for the year 2023 to pay debt service on General Obligation Bonds listed on the agenda as Mayor's Report #5 – Bond Abatement Ordinances numbered a, b, c, d, e, f, and g, and to authorize the Mayor and City Clerk to execute. So moved by Alderman Transier; seconded by Alderman Funkhouser.

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

**Special Service Area Abatement Ordinances
(CC 2023-71)**

- Ordinance 2023-49** **Abating Special Service Area Taxes for Special Service Area Number 2003-100 (Raintree Village Project) and Approving the Amended Special Tax Roll**
- Ordinance 2023-50** **Abating Special Service Area Taxes for Special Service Area Number 2003-101 (Windett Ridge Project) and Approving the Amended Special Tax Roll**
- Ordinance 2023-51** **Abating Special Service Area Taxes for Special Service Area Number 2004-104 (Central Grande Reserve) and Approving the Amended Special Tax Roll**
- Ordinance 2023-52** **Abating Special Service Area Taxes for Special Service Area Numbers 2004-107 (Raintree Village II Project)**
- Ordinance 2023-53** **Abating Special Service Area Taxes for Special Service Area Number 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (Autumn Creek Project and Bristol Bay I Project)**

Mayor Purcell entertained a motion to approve the ordinances abating the special service area taxes and approving the amended special tax rolls for the special service areas listed on the agenda as Mayor’s Report #6 – Special Service Abatement Ordinances, numbered a, b, c, d, and e, and to authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Koch.

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

- Ordinance 2023-54** **for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025 in and for Special Service Area Number 2004-201 (Fox Hill)
(CC 2023-72)**

Mayor Purcell entertained a motion to approve an Ordinance for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending on April 30, 2025 in and for Special Service Area Number 2004-201 (Fox Hill) and authorize the Mayor and City Clerk to execute. So moved by Alderman Marek; seconded by Alderman Koch.

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

- Ordinance 2023-55** **for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025 in and for Special Service Area Number 2006-119 (Sunflower Estates)
(CC 2023-73)**

Mayor Purcell entertained a motion to approve an Ordinance for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending on April 30, 2025 in and for Special Service Area Number 2006-119 (Sunflower Estates) and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Marek.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

Ordinance 2023-56

**Approving the Final Plat of Kendall Marketplace
Lot 52 Phase 4 Resubdivision
(PZC 2023-15 & EDC 2023-50)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Final Plat of Kendall Marketplace Lot 52 Phase 4 Resubdivision and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Koch.

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

**Northpointe Development
(Fox Hill Senior Living)
(PZC 2022-23 & EDC 2022-73)**

Ordinance 2023-57

**a. Approving the Rezoning to the R-4 General Multi-Family Residence
District of the Property Located at the Southeast Corner of
W. Veterans Parkway (US Route 34) and Sycamore Road
(Northpointe Development II Corporation)**

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning to the R-4 General Multi-Family Residence District of the Property Located at the Southeast Corner of W. Veterans Parkway (US Route 34) and Sycamore Road (Northpointe Development II Corporation) and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Transier.

Before voting, Jake Victor, Vice President of Development for Northpointe Development, and Lane Manning with DreamLane Real Estate shared a presentation with the Council on the Fox Hill Senior Living Apartments (*attached*).

Alderman Transier asked how they keep the property restricted to 55 and older. Mr. Victor stated due to the tax credit with the state, and they are required to keep the apartments at 55 and older. Alderman Transier asked if the facility was sold, does the property still have to stay at 55 and older? Mr. Victor stated that the restriction is on the land. The leases will have age restriction language as well. Alderman Koch asked if they must have a certain percentage of people living in the apartments to receive the state credits. Mr. Victor reported that they committed to the state a certain amount of units. Alderman Funkhouser asked if two people were in a unit; could one be under 55? Mr. Victor said no, everyone living in the apartments must be 55 and older. There will be times when residents have a guest, such as children or grandchildren, but there will be guidelines within their lease as to how many days they are allowed to stay overnight. Alderman Marek mentioned they would need two parking spaces for each unit; their average unit holds 1.5 people. Mr. Victor said a concern they heard early on was if people would be parking on the street due to insufficient parking. Due to the concern, they wanted to ensure enough parking, and they believe they have enough with 96 parking spaces. Alderman Soling asked if the residents must be family to share a two-person unit, to which Mr. Victor said no, it would be the same as any typical apartment. Alderman Funkhouser reported he received concerns about the density and height. Alderman Funkhouser doesn't believe the density will be a concern but is concerned about the height and the parking. He recommends retooling the building to bring it down to two stories.

Mayor Purcell asked if there was a second entrance to the apartments. Community Development Director Barksdale-Noble stated the main entrance is on Sycamore. Then, there is a second entrance off a private road for drop-off only. Mayor Purcell asked Community Development Director Barksdale-Noble what the current zoning was for this property. Mrs. Barksdale-Noble stated that B-3 allows a height of 80 feet or six stories, which is not required to go in front of the City Council. The Mayor asked what the zoning on the property to the south of the subdivision was, which is also B-3. He then asked what the height of Rush Copley was, and Mrs. Barksdale-Noble stated 60 feet, but this current project is 49 feet. The Mayor then asked about the distance from this facility to the nearest home, which Mrs. Barksdale-Noble stated was 600 feet. It was then noted the petitioner was requesting 14 units per acre. Anthony's Place is 16 units per acre. And Heritage Woods is 25 units per acre.

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

Ordinance 2023-58

b. Granting a Variance to Increase the Maximum Permitted Number of Dwelling Units Per Acre for the Property Located at the Southeast Corner of W. Veterans Parkway (US Route 34) and Sycamore Road (Northpointe Development II Corporation)

Mayor Purcell entertained a motion to approve an Ordinance Granting a Variance to Increase the Maximum Permitted Number of Dwelling Units Per Acre for the Property Located at the Southeast Corner of W. Veterans Parkway (US Route 34) and Sycamore Road (Northpointe Development II Corporation) and authorize the Mayor and City Clerk to execute. So moved by Alderman Plocher; seconded by Alderman Koch.

Alderman Plocher shared that he felt it was ridiculous that he heard any nays from the Council. Alderman Transier shared that the Council would discuss accessory building later in the meeting due to people needing housing at more affordable costs like this development. He understands there are concerns about the residents and traffic. Alderman Transier has known many people in senior living facilities and has never heard any complaints in many years. Alderman Funkhouser stated he is not against senior housing and is only concerned about the building. Alderman Marek asked what the time frame they're up against. Mr. Victor said they would need to close early next year and break ground around April 2024. Alderman Marek understands the concerns but sees it's very conflicting because the spot is ideal with the shopping stores and doctors' offices nearby. Alderman Koch shared there is a hospital nearby. Dialysis is also close by, which can be required multiple times a week, which shows this is a good location for the facility.

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

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

2023 Brewing Up A Brighter Future

Alderman Marek reported the Yorkville Educational Foundation is collaborating with Noon Whistle Brewing and Flight Tasting Room & Bottle Shoppe. They are holding the 2023 Brewing Up A Brighter Future on December 2, 2023, at Flight Tasting Room & Bottle Shoppe from noon to 6:00 p.m. There will be five celebrity bartending teams that will compete.

STAFF REPORT

Shop with a Cop

Chief Jensen shared they have Shop with a Cop this Friday. They are partnering with Yorkville Kiwanis Club and Restore Church. They will be shopping for over 30 kids on Friday and wrapping gifts right after shopping. Tuesday, December 5th, will be the day the kids come to the police department with Santa to hand out gifts.

MAYOR'S REPORT (cont'd)

**Unified Development Ordinance Discussion
(PZC 2023-09 & EDC 2023-36)**

Community Development Director Barksdale-Noble stated that at the last meeting, the Council narrowed the scope to Accessory Dwelling Unit (ADU) owner-occupancy requirements and whether the City should require a special use for detached ADUs. Alderman Funkhouser stated that there are challenges regarding the requirement of ADU owner-occupied. City Attorney Orr said it is difficult; we can mandate it, but how could the City enforce it? The zoning regulations are regarding the zoning uses and not concerning the users. After research, there are still questions on what happens if the owner passes away and when it comes time to sell the property. Alderman Koch asked if a home is within a trust and the owner dies. What happens to the person living in the ADU now that the owner passed away? Attorney Orr said there is an issue with the enforcement, and she is still researching the question. Alderman Soling stated that if you want to make rental income, he suggests buying a rental property instead of constructing an ADU. Mayor Purcell asked the Council where they were standing on the topic. The Council is split on the attached ADUs with owner occupied. The majority seems to like that the detached ADUs would be required to undergo the special use process. Mayor Purcell suggested moving forward with the UDO approval without the ADU portion and continuing the ADU discussion later.

Alderman Tarulis had a concern regarding the anti-monotony standards. He believes increasing the distance between similar units would be a good thing. The current recommendation in the UDO is two homes are required between similar units. Alderman Funkhouser said the requirement of three homes

between similar units is stringent. After discussion, Mayor Purcell asked for the UDO to be updated to show three homes instead of two.

City Buildings Update

(CC 2021-04)

No report.

Water Study Update

(CC 2021-38)

No report.

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 Marek; seconded by Alderman Soling.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:55 p.m.

Minutes submitted by:

Jori Behland,
City Clerk, City of Yorkville, Illinois

Revised Plan for Affordable Housing in Palatine



A plan for a three-story, 58 unit affordable housing building at Quentin Road and Poplar Street in Palatine was originally withdrawn by the developer, Northpointe Development of Wisconsin. A revised plan now calls for two stories and 40 units. The building will be constructed on 2.5 acres located at 874-920 N. Quentin Road. The DH Business Ledger stated that the plan had originally been widely opposed by the neighborhood and got turned down by the Palatine plan commission on July 20th. The village staff had also recommended denial. Concerns expressed by neighbors and village officials had included:

- **Density**
- **Noise and light pollution**
- **Increased traffic**
- **Lack of deceleration lane on Quentin Road**
- **Changing the character of the neighborhood which consists mostly of single-family homes and townhouses with an apartment complex farther north**

The Daily Herald reports that the revised plans would have a mix of one, two and three bedroom units and would be available for rent to individuals whose income ranges between 30% and 80% of Cook County median income.

The median household income in Cook County between 2015 and 2019 was \$64,660, according to an August

report from the Chicago Metropolitan Agency for Planning. Eighty percent of that is \$51,728 and 30% is \$19,398.

The original plan was withdrawn by the developers before it could be examined by the village council in August. The revised proposal was submitted November 10.

Andy Dumke, principal with Northpointe Development, stated that the revisions address the feedback received over the summer, including during a neighborhood meeting.

The new plan calls for the following:

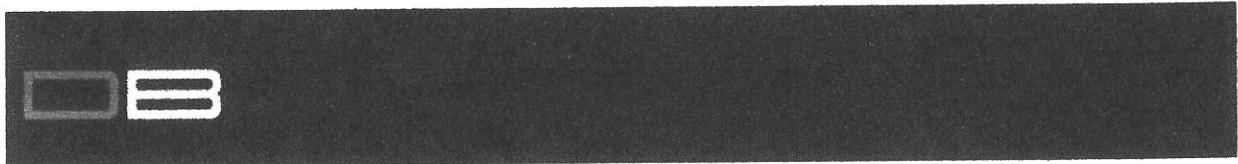
- **Lower density that conforms with the village's multifamily district standards**
- **Lowering the number of three-bedroom units which is expected to curtail the number of children living in the building**
- **Building was moved an additional 5 feet east toward Quentin Road**
- **The clubhouse was incorporated into the building**
- **Balconies on the western portion of the building (facing single-family homes) were removed**
- **Landscaping plan was enhanced to include minimum 10 foot trees to shield neighbors at a cost of \$50,000**
- **The entrance at Poplar Street was eliminated due to traffic concerns**
- **Only entrance would be on Quentin Road**
- **10 parking spaces would be reserved for visitors**

"We are confident that after collaborating with staff and neighbors, the changes incorporated in the new proposal will result in the success of Quentin Apartments. Further, through the new revisions, we are confident that we have taken every step possible to mitigate the impact of the proposed development on existing neighbors. As much as some neighbors might want to preserve an open field on the site, the affordable housing plan really does fit the neighborhood. The tax credits are a competitive process and they are really hard to get. Obviously in this community, and as far as the state agency is

concerned, there is a need for this type of project."

Vice President of Development for Northpointe | **Jake Victor**

The developers intended to partner with Lutheran Social Services of Wisconsin for the approximately \$20.4 million proposed project, which was allocated \$15 million in low-income housing tax credits by the Illinois Housing Development Authority.



Posted by Judy Lamelza

Need the details on a specific Project or Company?

See how DataBid can help your company find projects and increase your odds of winning.

TRY DATABID TODAY

PETITION

Regarding the proposed development at the SE corner of Rt. 34 and Sycamore Road.

We, the undersigned residents of Fox Hill Subdivision, Yorkville, object to the request to change the zoning from commercial to a high-density 48-unit 3-story building, and exceed the allowable density from 8 to 14 units per acre.

We ask the City of Yorkville to:

1. Deny the request for a variance to change the density from 8 to 14 units per acre, in order to conform to the existing neighborhood of single family homes and townhomes
2. Require a change from the 3-story building to a 2-story building, to conform with existing buildings in the area (Advocate Clinic and nearby retail areas)

Name

Address

Joanne Kennedy

Rosemary

Judy Luken

Patricia Newinski

Mark

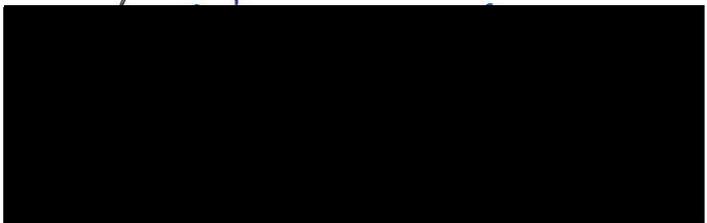
Richard W. Warr

Janet M. Derrit

Robert E. Fisher

Bernice Kalin

Opdy G. Johnson



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<u>Name</u>	<u>Address</u>
Katheryne J. Robinson	[REDACTED] 60560
Brad Schmidt	[REDACTED] Yorkville 60560
Peter Thomas	[REDACTED] Yorkville 60560
Alfredo Perez	[REDACTED] Yorkville, FL 60560
Catie Peterson	[REDACTED] Yorkville, IL 60560
Brenda Vaughn	[REDACTED] Yorkville, FL 60560
mike R Vaughn	[REDACTED] Yorkville, IL 60560
Tim R Vaughn	[REDACTED] Yorkville, IL 60560
Kristen Alm	[REDACTED] Yorkville, IL 60560
Elisa B. Shover	[REDACTED] Yorkville, IL 60560

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Name

Address

Katy Deineat *KB*

Jackie Longyak

Jeff Mearns

Billy Sarnson

Larry Goodlet

[Signature]

Sm. O'Neill

Del Jones

Alma Hundiak

[Signature]



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Name

Address

Laura Munoz

Jorge E. Muñoz

Frank Wusk

Kathy Freiberg

Carry Beck

Tenancy A. Damm

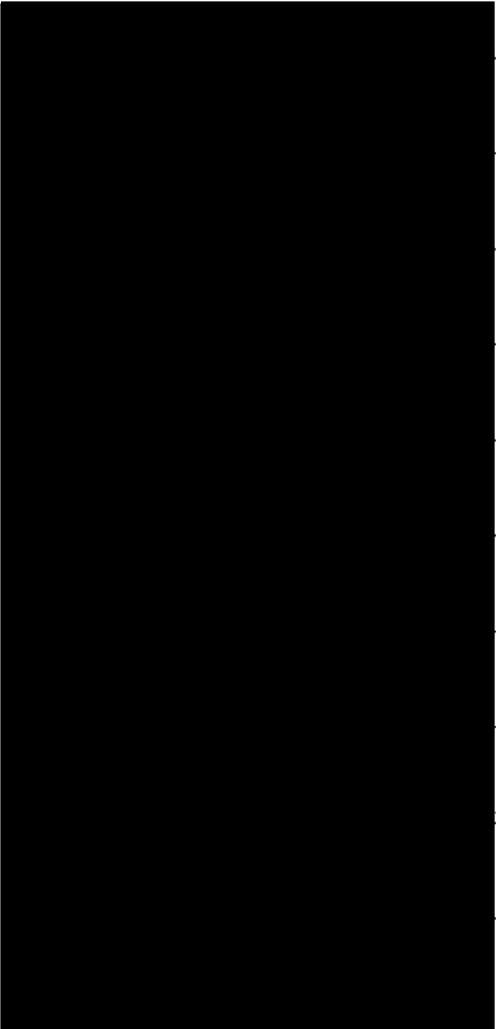
Jim n Jan

Maria Colon

Walter Jones

Liz Jones

Ben Jones



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Name

Address

JASON OLCHAWA

Michelle McMahon

Ted Koplin

Vanessa Chavez

Sharla Murray

Erin Huettner

Rick Murray

Charles Pedrick

Jared R Johnston

Jessica Hagarty

Autumn Forseth

Kim Lombardo

Gray Lombardo

Sherry Haney

Yorkville 60560

Yorkville 60560

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Yorkville

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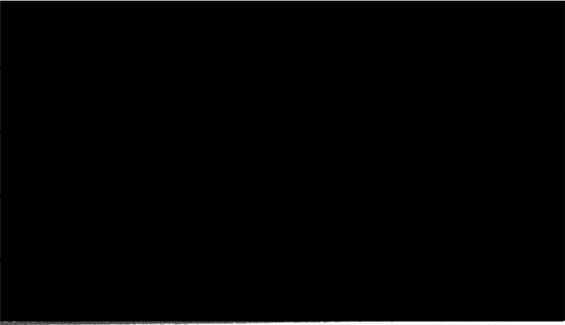
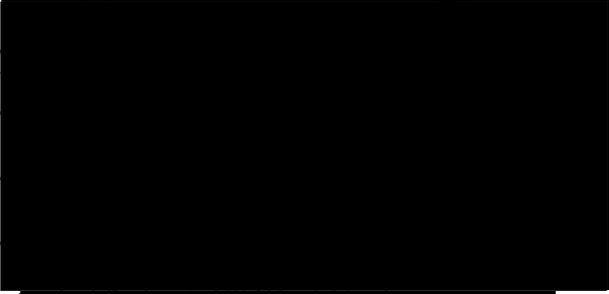
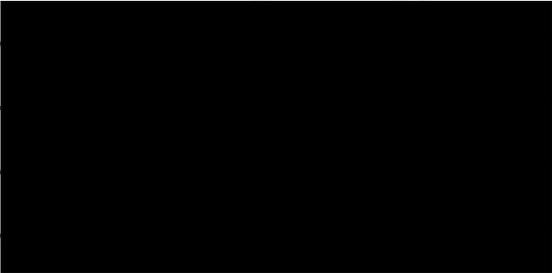
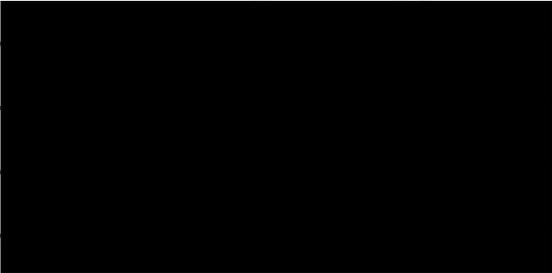
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Name

Address

<u>Allyson</u>	
<u>Monty</u>	
<u>Conrad</u>	
<u>Judson Peck</u>	
<u>Bruce P. White</u>	
<u>By Ag</u>	
<u>Mary Tompkins</u>	
<u>Debbie</u>	
<u>Brandi Wilaney</u>	
<u>Julia Bickel</u>	
<u>Celia Aldredge</u>	
<u>Mayone Zgrabik</u>	
<u>Tim Toftland</u>	
<u>Ricardo Ramirez</u>	

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Name

Address

<u>Name</u>	<u>Address</u>
Carlos MORGILLANOS	[REDACTED] Yorkville IL
Kristi Orlove	[REDACTED] Yorkville, IL
Daren Orlove	[REDACTED] Yorkville IL
Kayla Djidic	[REDACTED] Yorkville IL
Mike Kuznir	[REDACTED] Yorkville IL
Kaitlin Gieser	[REDACTED] Yorkville IL
John Howath	[REDACTED] Yorkville IL
Robert Palumbo	[REDACTED] Yorkville IL
Mona Pouch	[REDACTED] Yorkville IL
Haley Brown	[REDACTED] Yorkville IL
Jim Ayler	[REDACTED] Yorkville IL
Mark Smith	[REDACTED] Yorkville
Ann Smith	[REDACTED] Yorkville

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Name

Address

Jimmie R. Miller

Tom Brown

Michael A. Schuyler

Alan Holm

Tammy S. Holich

Anna

Frank

Jack

David Coillespie

Ann

Bernadette

Sharon Highley

Ken Buckner

Cindy Buckner

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conform with existing buildings in the area (Advocate Clinic and nearby
retail areas)

Name

Address

JEREMY SCHULTZE

[REDACTED]

Yorkville IL

Vicki SANDHU

[REDACTED]

Yorkville, IL

I'm against the entire project

Carol Foster

[REDACTED]

Yorkville IL

Lynn Molitor

[REDACTED]

Yorkville IL

Algeneed King

[REDACTED]

Yorkville see

DAVE Fichter

[REDACTED]

Yorkville

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Name

Address

Tyler White

James Fawcett

Ralph



Jori Behland

From: [REDACTED]
Sent: Sunday, November 26, 2023 7:16 AM
To: Jori Behland
Subject: Proposed zoning change

I would like to express my thoughts regarding the change in zoning for the housing development proposed by Northpointe Development Corp. for the corner of Rt 34 and Sycamore Rd in the Fox Hill subdivision. Having lived at my current address on the corner of Sycamore and John St. for the past 21+ years, I don't feel that this proposed change would be conducive to a peaceful and enjoyable homelife. The esthetics of the obstructed view along with the increased traffic congestion is the exact reason why we moved from our previous address years ago; to get away from the congestion. When we built here so long ago, the builder assured us that the area at the front of the subdivision was not zoned for residences, only business. This is why we chose this lot, for the open area in front of us. A 1 story strip mall similar to what is on the adjacent corner is preferable to a large dwelling that will congest the view and streets. An apartment building of any size as well as the proposed 72 space parking area would turn our nice, peaceful area into an industrialized urban sprawl that is an eyesore to all.

During the spring, summer, and fall we already must deal with the increased traffic and people milling about from the baseball field across the street from my house. The children are fine, they all need a place to play and enjoy their childhood. Their parents are another thing. They park everywhere, illegally on occasion, without thought or consideration of those of us that live there. They leave their trash laying all over the field area as well as in our front yards and parkways. I have also had the adults walk directly through my front yard instead of using the sidewalk that is available. All of this combined with the increase of people and traffic from this proposed 48-unit apartment building will make not only that part of the year difficult but the entire year full of traffic, noise, and chaos which is far from the peaceful existence that we have had up until now. Rt 34 and Sycamore is the main entrance in and out of the subdivision. It can be difficult to get in and out of the subdivision now. Furthermore, the increase of potential accidents that would result from the increased traffic flow would make it horrendous to come and go easily.

The other issue that I have is that we don't currently live in a low-income area. We as a subdivision and residents of the city of Yorkville pay plenty enough in taxes that we have a right to expect our home to be in a safe, quiet, and harmonious environment. Low income is synonymous with increased riffraff and crime; those qualities would be brought into our community as a result of the proposed development. We don't want nor do we need those kinds of problems. I have nothing against senior citizens as I work with mainly elderly people in a busy Ophthalmology practice, and I do understand the widespread poverty that has developed due to the lack of resources that our seniors have. That compassion for their plight in no way means that all Fox Hill residents should have to feel that our properties and enjoyment of our homelives are being devalued as a low-income community usually is. Our home values have finally recovered from the housing challenges that we have had in the recent years. An eyesore like this would make the property values on our homes to go down as well as hurt the resale value when the time comes for us to downsize for our senior years.

If the zoning does get approved, it's almost a slap in the face. It is as if the city doesn't value the people that have lived here for years, forcing us to leave a community that we have loved living in because of the squalor that you as administrators of the city are creating. Unfortunately, just because it is a "senior" development, doesn't mean that it will only be seniors living there. Let's face it, enforcing the "seniors only" rule will be hard to keep track of. If precedent regarding apartment building regulations is anything to go off, the seniors only regulation will not hold up. Younger family members with nowhere else to stay and the endemic of grandparents that are raising their grandchildren will occur. Again, I don't lack compassion for their plights, but that doesn't mean that I want to live in the ruins that this situation would create for our lovely subdivision.

Thank you for your consideration,

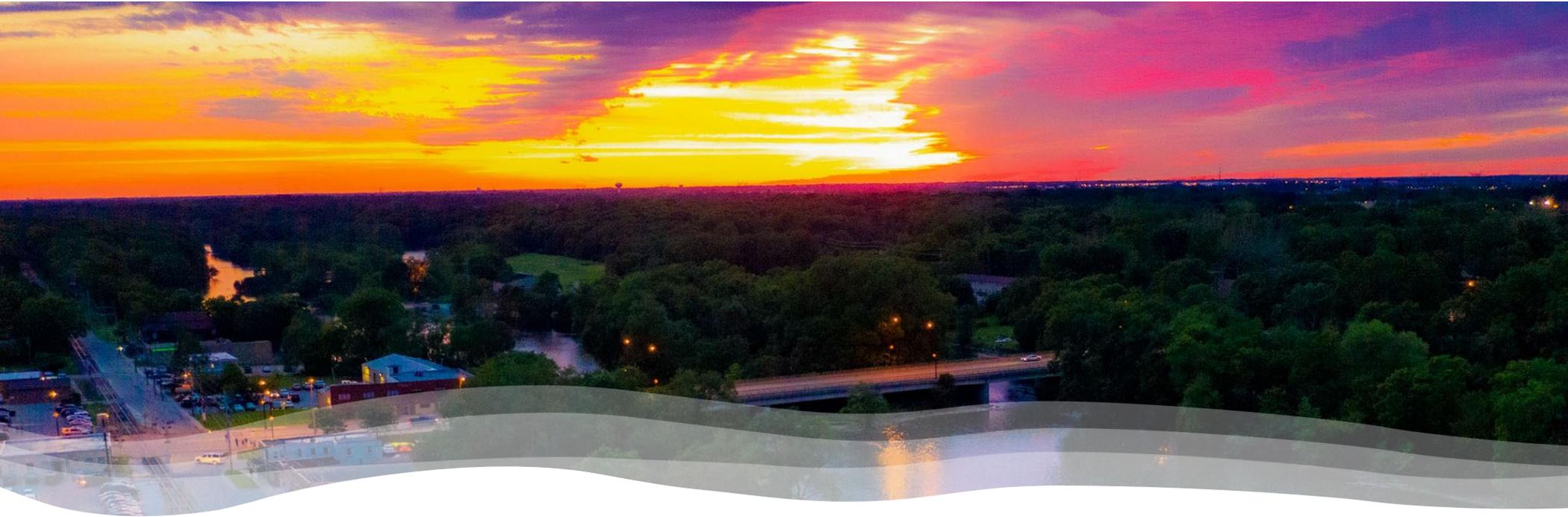
Jenny and Brian Ala



Yorkville, IL 60560



Sent from my iPhone



Fox Hill Senior Living
Yorkville's Premier *Senior* Affordable Living Community

Northpointe Development

Northpointe Development Corporation is a real estate development company created for the purpose of bringing revitalization and development to various neighborhoods throughout the Midwest. We maintain offices in both Illinois and Wisconsin.

Northpointe is one of the Wisconsin Housing Finance Authorities largest and longest-standing customers, consistently receiving the highest developer team score possible for a for-profit developer. 100% of the Housing Credit awards received by Northpointe have moved forward into quality housing developments.

Northpointe has maintained a reputation for creative problem solving. We have received numerous awards for our ability to re-think spaces and places – including:

- 2017 Wisconsin Trust for Historic Preservation Award
- 2019 Remarkable Milwaukee Award
- 2019 Carolyn Kellogg Historic Preservation Award



Marion Road Oshkosh, WI

*The Rivers- 60 Unit Senior Affordable
 The Rivers II- 40 Unit Senior Affordable
 Anthem Lofts- 80 Unit Market Rate*



AFFORDABLE HOUSING EXPERIENCE

85 61855) 78515551555
 QM YH F \ FWIX ZSNX NB IJ [JQTUR JSY

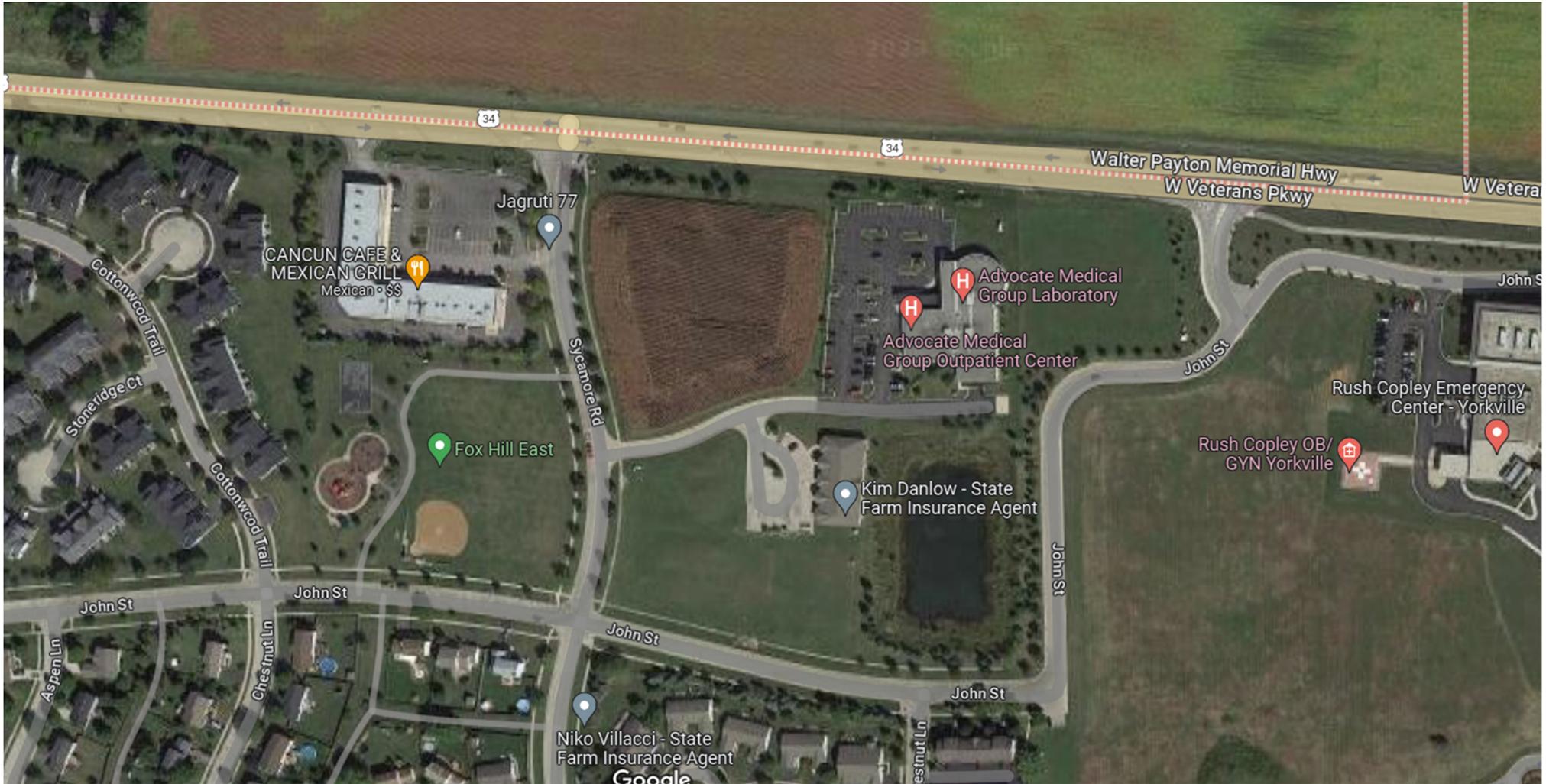
Multi-Family Developments		
Project Name	Location	Units
Rivers Senior Living	Oshkosh, WI	60
Bayshore Townhomes	Sparta, WI	32
Fair Acre Townhomes	Oshkosh, WI	55
Kenwood Senior Living	Ripon, WI	24
The Fountains of West Allis	West Allis, WI	35
Blackstone Harbor Apartments	Sister Bay, WI	24
The Rivers – Phase II – Senior Living	Oshkosh, WI	40
Bayside Senior Apartments	Oconto, WI	42
Taylor Place Apartments	McHenry, IL	50
Quentin Apartments	Palatine, IL	58

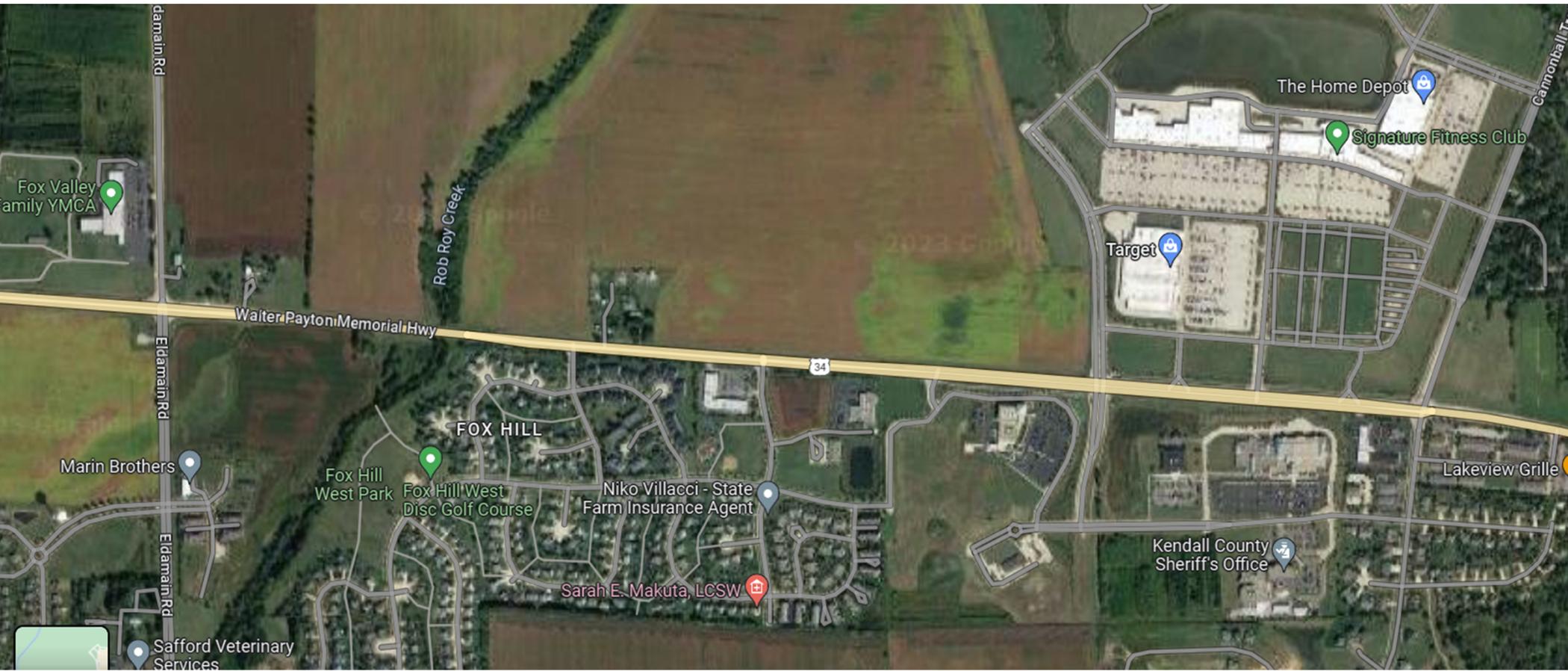
About DreamLane Real Estate



- WI Residential and Commercial Real Estate Broker
- 12+ years Real Estate and Property Management Experience
- Certified Minority-Owned Business Enterprise by the State of Wisconsin Department of Administration for Real Estate Sales, Investment, Development, and Consultation
- Passion for urban development and redevelopment projects
- City of Fitchburg, WI Planning Commission Planner (2017-2020)







Fox Valley Family YMCA

Rob Roy Creek

Waiter Payton Memorial Hwy

34

FOX HILL

Fox Hill West Park
Fox Hill West Disc Golf Course

Niko Villacci - State Farm Insurance Agent

Sarah E. Makuta, LCSW

Target

The Home Depot

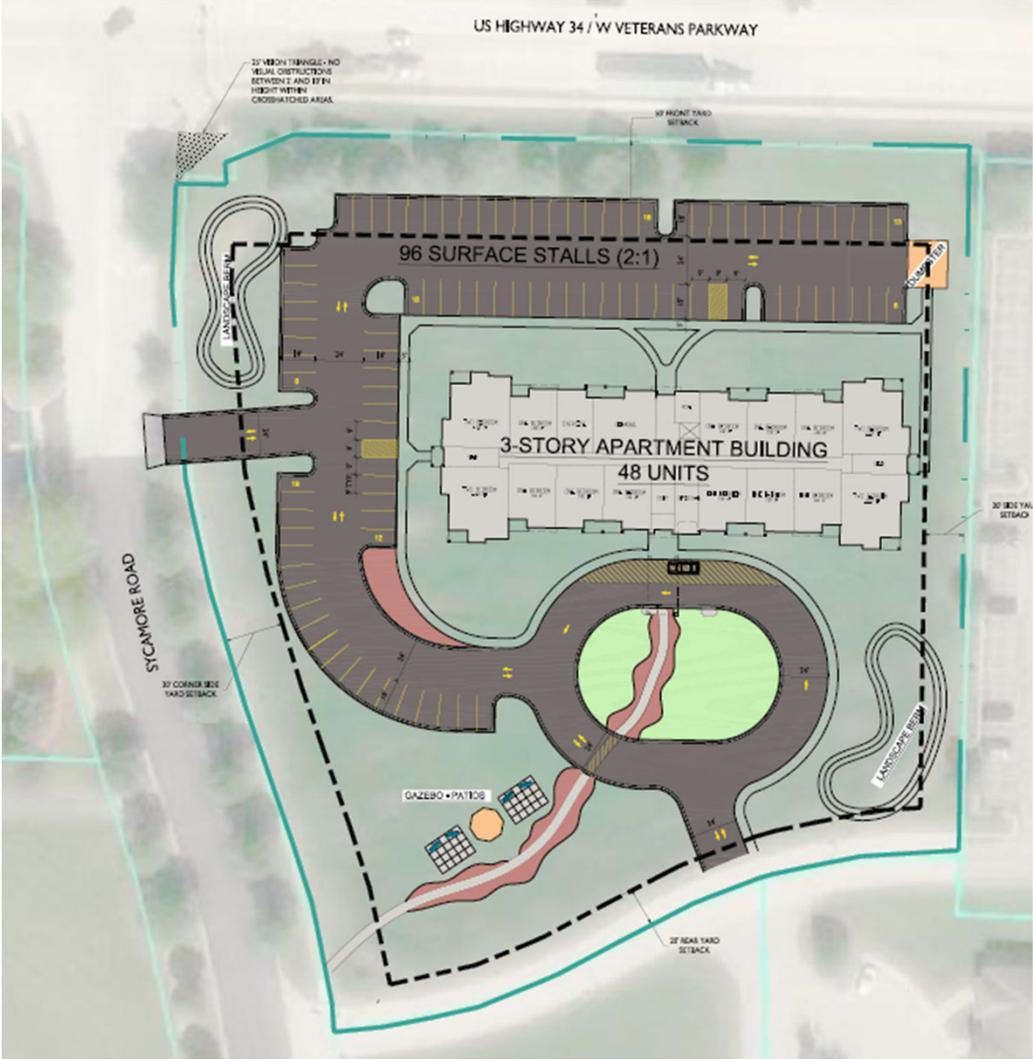
Signature Fitness Club

Marin Brothers

Lakeview Grille

Kendall County Sheriff's Office

Safford Veterinary Services









Fox Hill Senior Living

- **Age Restricted Senior Housing (55+)**
- 48 Multi-Family Housing Units
 - 36 One-Bedrooms (75%) – 725 sq. ft.
 - 12 Two-Bedrooms (25%) – 1,000 sq. ft.
- Health & Wellness
 - Enterprise Green Communities
 - Green Areas – walking paths/balconies
- Amenities
 - Exterior storage lockers for each unit
 - Non-Smoking
 - In unit washer, dryer, dishwasher included
 - Stainless steel appliances and quartz countertops
 - Free Internet for all households
 - On-site, professional third-party management
- Benefits
 - Allows city residents to sell homes and move into an affordable rental that meets their needs while allowing new members or desired homeowners into the community
 - An option for existing members of the community to have aging family move into that is close, safe, and affordable
 - Fox Hill will have a rental preference for existing community members or employees
 - Fox Hill's on-site management agent will be trained to provide education and access to available services desired by the residents
 - Creation of local jobs – at least 2 FTE long-term along with dozens of jobs during construction
 - \$20,000,000 community investment, which *will* pay property taxes, permit fees, impact fees, and tap fees = revenue generator to help keep resident taxes consistent



Income/Rent
Limits

INCOME LIMITS	30%	50%	60%	80%
1 Person	\$23,520	\$39,200	\$47,040	\$62,650
2 Person	\$26,880	\$44,800	\$53,760	\$71,600

RENT LIMITS	30%	50%	60%	80%
1 Bedroom	\$630	\$1,050	\$1,260	\$1,678
2 Bedroom	\$756	\$1,260	\$1,512	\$2,013

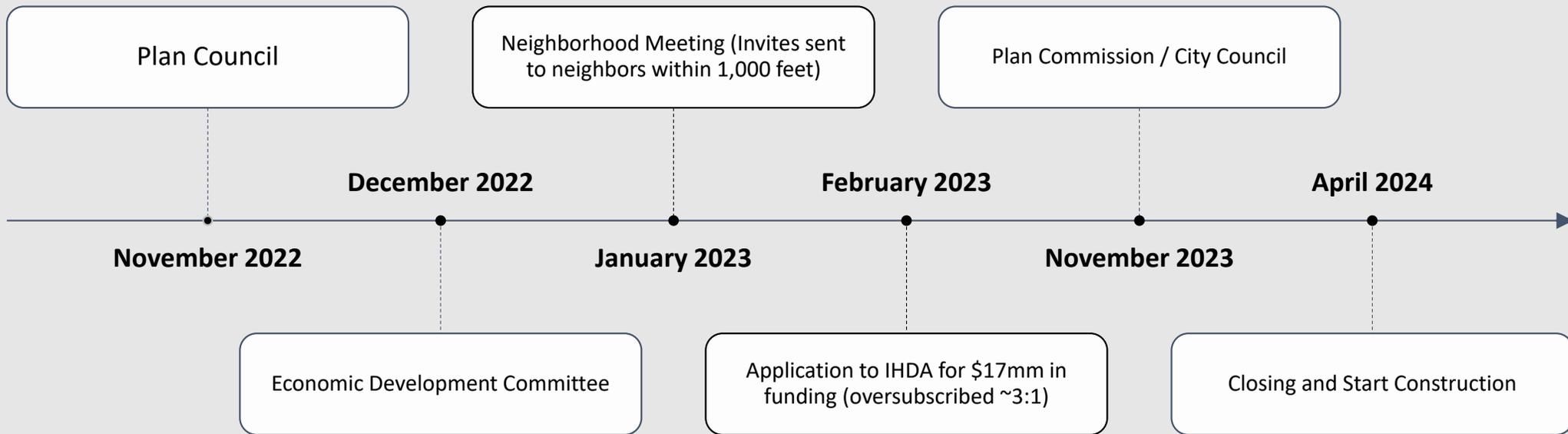
Senior Housing - What To Expect

- Northpoint has ten operating senior properties
- 334 total senior housing units
- 100% occupancy at all ten properties
- Average age of residents is 73.5
- 72% of residents have vehicles
- 4.5% of residents have employment income
- **Only 21% of two bedrooms have two or more occupants**
- Average of 1.15 residents per unit

- Fox Hill will have 48 senior units. 36 one-bedrooms and 12 two-bedrooms.
- Fox Hill is projected to have 55 residents in the 48 units
 - Lower impact based on household size
- The senior residents will have 50 vehicles - 96 spaces available (2 stalls/unit)
- Only 2-3 households will have employment income
- The units remain elderly restricted in perpetuity



Development Timeline



Questions?

Jake Victor
Vice President of Development
Northpointe Development Corporation
Jake@Northpointedev.com

Lane Manning
Principal
DreamLane Real Estate
Lane@dreamlanere.com





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 – December 12, 2023

Meeting and Date: City Council – January 9, 2024

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:

**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 DRIVE ON
TUESDAY, DECEMBER 12, 2023**

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

Deputy Clerk Cisija called the roll.

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

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

Staff in attendance electronically: Assistant City Administrator Willrett

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/81487448365?pwd=LzI0Nm44bzZiUmJsdE1WXRQMnZXUT09>. The Zoom meeting ID was 814 8744 8365.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Swearing-in of Patrol Officer – Leonardo Reyes

Mayor Purcell, along with Chief of Police James Jensen, swore in Leonardo Reyes as a patrol officer for the police department.

Check Presentations

a. Yorkville American Legion Flags of Valor

Parks and Recreation Director Evans presented a check to the Yorkville American Legion for donations made on behalf of the public participating in the Flags of Valor at Town Square Park. This year the Flags of Valor event raised \$2,000.00.

b. Knights of Columbus Holiday Runs

Parks and Recreation Director Evans presented a check to the Knights of Columbus for \$750.00 from the Rudolph Run Holiday Celebration. Half of the proceeds from the run goes to providing free programs in Yorkville throughout the year and the remaining half of the proceeds will go to the Knights of Columbus for its Christmas.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None

CONSENT AGENDA

1. Minutes of the Special City Council – October 23, 2023
2. Minutes of the Regular City Council – November 14, 2023
3. Bill Payments for Approval
 - \$ 842,040.52 (vendors)
 - \$ 148,101.91 (wire payment)
 - \$ 376,837.53 (payroll period ending 11/22/23)
 - \$ 1,366,979.96 (total)

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

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

REPORTS

MAYOR'S REPORT

**Meeting Schedule for 2024
(CC 2023-74)**

Mayor Purcell entertained a motion to approve the meeting schedule for 2024 as presented. So moved by Alderman Marek; seconded by Alderman Soling.

Motion unanimously approved by a viva voce vote.

Ordinance 2023-59

**Approving a Special Use for a Solar Farm with
Freestanding Solar Energy Systems
(Revised – New Leaf Energy – Solar Farm)
(PZC 2022-24 & EDC 2023-05)**

Mayor Purcell entertained a motion to approve an Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Corneils.

Community Development Director Barksdale-Noble explained that this ordinance was previously approved by City Council but the legal description covered all three parcels that were annexed and not specifically just the parcel where the solar farm will be located. Therefore, the petitioner asked that the ordinance and the amount be updated to accurately reflect the decommissioning rate of the project.

Motion approved by a roll call vote. Ayes-5 Nays-1
Tarulis-nay, Soling-present, Marek-aye,
Corneils-aye, Koch-aye, Plocher-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

**2023 Illinois Parks and Recreation
Association Award Program**

Parks and Recreation Director Evans informed everyone that the Parks and Recreation staff has won two awards for the 2023 Illinois Parks and Recreation Association Awards Program. The Association guides more than 350 park districts in providing outstanding park and recreation opportunities to residents. The award was given in two categories: outstanding parks and outstanding recreation, in which the Parks and Recreation Department has won both categories.

Resolution 2023-37

**Authorizing a Contract with BSN Sports for the Purchase of Athletic League Uniforms and Equipment
(CC 2023-75)**

Mayor Purcell entertained a motion to approve a Resolution Authorizing a Contract with BSN Sports for the Purchase of Athletic League Uniforms and Equipment and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Soling.

Parks and Recreation Director Evans stated the sports uniforms and equipment purchase agreement for 2024 allows for the purchase of new sports equipment for various sports throughout the year and will be from the same company used the last few years.

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

**Riverfront Licenses Renewal
(CC 2023-76)**

Resolution 2023-38

a. Approving a License Extension Agreement with White Water Ice Cream, Inc.

Resolution 2023-39

b. Approving a License Extension Agreement with Ginger & Soul, Inc.

Mayor Purcell entertained a motion to approve a Resolution Approving a License Extension Agreement with White Water Ice Cream, Inc. and a Resolution Approving a License Extension Agreement with Ginger & Soul, Inc. So moved by Alderman Marek; seconded by Alderman Tarulis.

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

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Yorkville Bristol Sanitary District

Alderman Soling shared that he attended the YBSD board meeting, and it is continuing with the phosphorus removal and it is operating within permit level. YBSD expects to be online with new equipment by early Spring (of 2024).

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

Ordinance 2023-60

**Authorizing the Adoption of a New Unified Development Ordinance Within the Yorkville City Code
(PZC 2023-09 & EDC 2023-36)**

Mayor Purcell entertained a motion to approve an Ordinance Authorizing the Adoption of a New Unified Development Ordinance Within the Yorkville City Code and authorize the Mayor and City Clerk to execute. So moved by Alderman Corneils; seconded by Alderman Marek.

Community Development Director Barksdale-Noble briefly explained items incorporated and removed.

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

City Buildings Update

(CC 2021-04)

No report.

Water Study Update

(CC 2021-38)

No report.

ADDITIONAL BUSINESS

Yorkville Educational Foundation

Alderman Marek shared that the YEF has switched the StoryWalk book and families can head to the YJWC Heartland Park to read along as they enjoy the park. He also shared that a new sled hill has been opened this year as well. Additionally, the YEF had a great fundraiser and surpassed its goal of \$5,000, raising \$7,712 between the five teams that participated.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for the following:

- For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- For the setting of a price for sale or lease of property owned by the public body.
- For the purchase or lease of real property for the use of the public body.

So moved by Alderman Soling seconded by Alderman Marek.

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

The City Council entered executive session at 7:26 p.m.

The City Council returned to regular session at 8:04 p.m.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:05 p.m.

Minutes submitted by:

Monica Cisija
Deputy Clerk, City of Yorkville, Illinois



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 – January 9, 2024

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
131227	KCR	KENDALL COUNTY RECORDER'S			12/06/23		
	150544	12/06/23	01	ORDINANCE APPROVING REZONING		90-195-00-00-0011	57.00
			02	ORDINANCE GRANTING VARIANCE		90-195-00-00-0011	57.00
						INVOICE TOTAL:	114.00 *
						CHECK TOTAL:	114.00
						TOTAL AMOUNT PAID:	114.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 12/11/23

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
539804	YBCA	YORKVILLE BUSINESS CENTER					
		2023 ASSESSMENT	12/11/23	01	2023 ANNUAL ASSESSMENT	24-216-54-00-5446	2,952.00
						INVOICE TOTAL:	2,952.00 *
						CHECK TOTAL:	2,952.00
						TOTAL AMOUNT PAID:	2,952.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

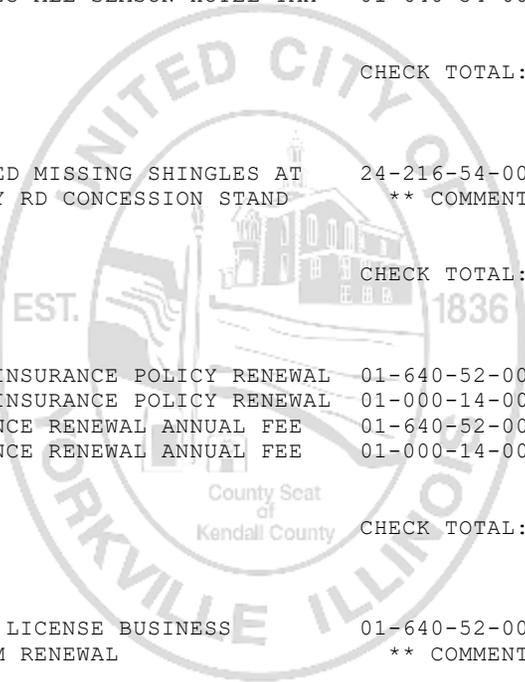
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131228	KCR	KENDALL COUNTY RECORDER'S			12/15/23		
	150858	12/15/23	01	RELEASE TEMPORARY		52-520-54-00-5462	76.00
			02	CONSTRUCTION EASEMENT		** COMMENT **	
			03	RELEASE 2 UTILITY LIENS		51-510-54-00-5448	152.00
			04	FILE 3 NEW UTILITY LIENS		51-510-54-00-5448	228.00
						INVOICE TOTAL:	456.00 *
						CHECK TOTAL:	456.00
						TOTAL AMOUNT PAID:	456.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 12/20/2023

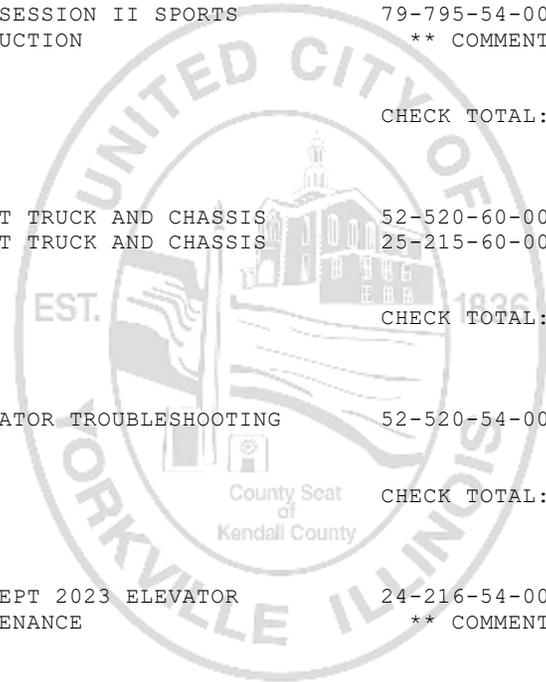
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539805	AACVB	AURORA AREA CONVENTION						
	10/23-HAMPTON	11/30/23	01	OCT 2023 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,681.74	
						INVOICE TOTAL:	4,681.74 *	
	10/23-SUNSET	11/30/23	01	OCT 2023 SUNSET HOTEL TAX	01-640-54-00-5481		8.10	
						INVOICE TOTAL:	8.10 *	
	11/23-ALL	12/11/23	01	NOV 2023 ALL SEASON HOTEL TAX	01-640-54-00-5481		29.15	
						INVOICE TOTAL:	29.15 *	
						CHECK TOTAL:	4,718.99	
539806	ADVDR00F	ADVANCED ROOFING INC.						
	2101	12/13/23	01	REPLACED MISSING SHINGLES AT	24-216-54-00-5446		612.43	
			02	KENNEDY RD CONCESSION STAND	** COMMENT **			
						INVOICE TOTAL:	612.43 *	
						CHECK TOTAL:	612.43	
539807	ALLIANT	ALLIANT INSURANCE SERVICES INC						
	2499665	12/05/23	01	CYBER INSURANCE POLICY RENEWAL	01-640-52-00-5231		5,500.11	
			02	CYBER INSURANCE POLICY RENEWAL	01-000-14-00-1400		11,166.89	
			03	INSURANCE RENEWAL ANNUAL FEE	01-640-52-00-5231		6,600.00	
			04	INSURANCE RENEWAL ANNUAL FEE	01-000-14-00-1400		13,400.00	
						INVOICE TOTAL:	36,667.00 *	
						CHECK TOTAL:	36,667.00	
539808	ALLIANT	ALLIANT INSURANCE SERVICES INC						
	2499890	12/05/23	01	LIQUOR LICENSE BUSINESS	01-640-52-00-5231		1,250.00	
			02	PREMIUM RENEWAL	** COMMENT **			
						INVOICE TOTAL:	1,250.00 *	
						CHECK TOTAL:	1,250.00	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 12/20/2023

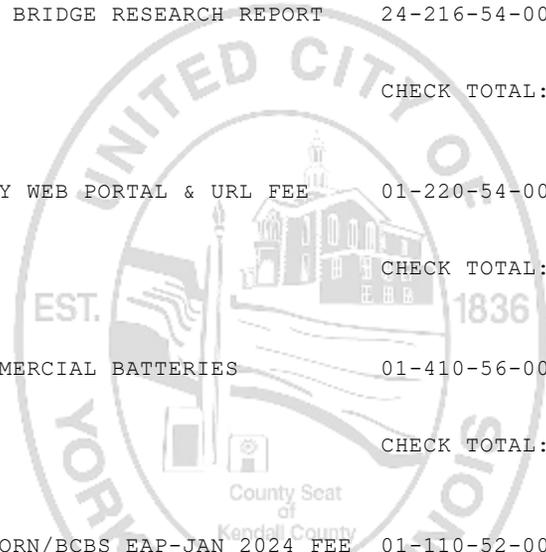
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539809	ALLNUISA	ALL NUISANCE TRAPPING CO.					
	3071	12/11/23	01	HYDRAULIC BAT REMOVAL	79-795-54-00-5495		375.00
						INVOICE TOTAL:	375.00 *
						CHECK TOTAL:	375.00
539810	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	237013	12/06/23	01	FALL SESSION II SPORTS	79-795-54-00-5462		3,570.00
			02	INSTRUCTION	** COMMENT **		
						INVOICE TOTAL:	3,570.00 *
						CHECK TOTAL:	3,570.00
539811	ALTEC	ALTEC INDUSTRIES, INC.					
	8384478	06/19/23	01	BUCKET TRUCK AND CHASSIS	52-520-60-00-6070		100,000.00
			02	BUCKET TRUCK AND CHASSIS	25-215-60-00-6070		129,106.05
						INVOICE TOTAL:	229,106.05 *
						CHECK TOTAL:	229,106.05
539812	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630014119	11/13/23	01	GENERATOR TROUBLESHOOTING	52-520-54-00-5444		750.00
						INVOICE TOTAL:	750.00 *
						CHECK TOTAL:	750.00
539813	AMEHOIST	AMERICAN HOIST & MANLIFT, INC					
	26826	07/05/23	01	JUL-SEPT 2023 ELEVATOR	24-216-54-00-5446		480.00
			02	MAINTENANCE	** COMMENT **		
						INVOICE TOTAL:	480.00 *
						CHECK TOTAL:	480.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 12/20/2023

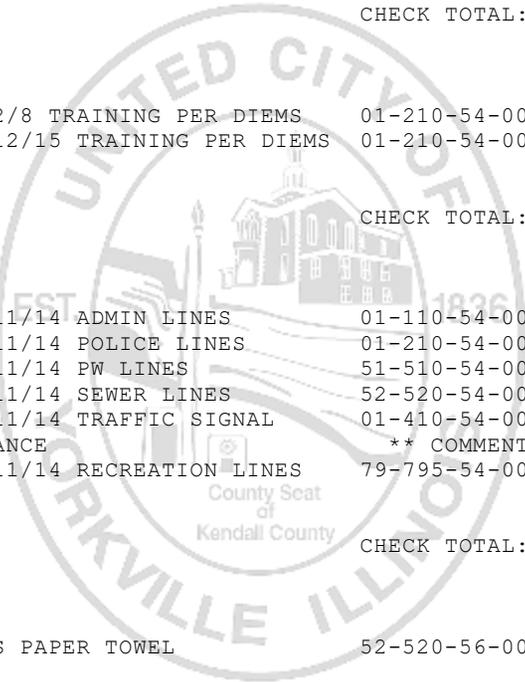
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539814	ATT AT&T 6305536805-1123	11/25/23	01	11/25-12/24 RIVERFRONT PARK	79-795-54-00-5440		124.11
						INVOICE TOTAL:	124.11 *
						CHECK TOTAL:	124.11
539815	ATTIC JANET MADRIGAL 3016	11/29/23	01	609 N BRIDGE RESEARCH REPORT	24-216-54-00-5446		437.50
						INVOICE TOTAL:	437.50 *
						CHECK TOTAL:	437.50
539816	BACKFLOW CHICAGO BACKFLOW, INC 8724	12/12/23	01	SURVEY WEB PORTAL & URL FEE	01-220-54-00-5462		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
539817	BATTERY BATTERY SERVICE CORPORATION 0104916	11/30/23	01	6 COMMERCIAL BATTERIES	01-410-56-00-5628		629.70
						INVOICE TOTAL:	629.70 *
						CHECK TOTAL:	629.70
539818	BCBS BLUE CROSS BLUE SHIELD F015083-JAN 2024	12/11/23	01	DEARBORN/BCBS EAP-JAN 2024 FEE	01-110-52-00-5222		5.64
			02	DEARBORN/BCBS EAP-JAN 2024 FEE	01-120-52-00-5222		4.94
			03	DEARBORN/BCBS EAP-JAN 2024 FEE	01-210-52-00-5222		49.35
			04	DEARBORN/BCBS EAP-JAN 2024 FEE	01-220-52-00-5222		10.23
			05	DEARBORN/BCBS EAP-JAN 2024 FEE	01-410-52-00-5222		10.68
			06	DEARBORN/BCBS EAP-JAN 2024 FEE	24-216-52-00-5222		2.82



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 12/20/2023

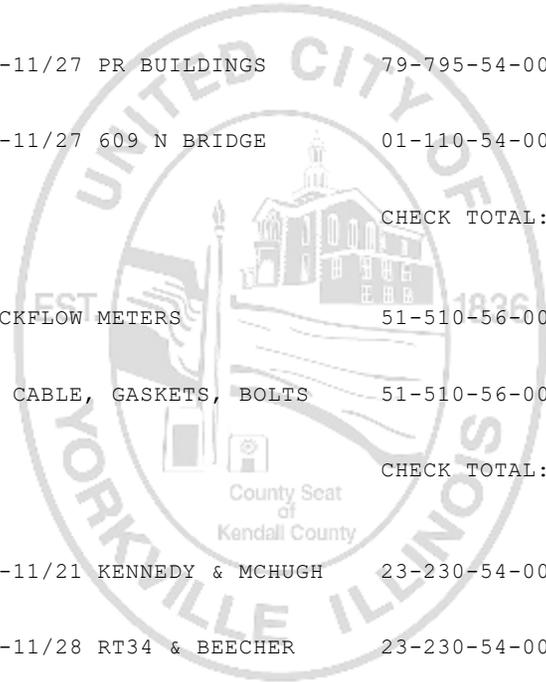
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539818	BCBS	BLUE CROSS BLUE SHIELD					
	F015083-JAN 2024	12/11/23	07	DEARBORN/BCBS EAP-JAN 2024 FEE	51-510-52-00-5222		10.71
			08	DEARBORN/BCBS EAP-JAN 2024 FEE	52-520-52-00-5222		4.33
			09	DEARBORN/BCBS EAP-JAN 2024 FEE	79-790-52-00-5222		13.39
			10	DEARBORN/BCBS EAP-JAN 2024 FEE	79-795-52-00-5222		10.58
			11	DEARBORN/BCBS EAP-JAN 2024 FEE	82-820-52-00-5222		7.05
						INVOICE TOTAL:	129.72 *
						CHECK TOTAL:	129.72
539819	BOROWSKK	KYLE BOROWSKI					
	IACP PER DIEMS	12/15/23	01	12/3-12/8 TRAINING PER DIEMS	01-210-54-00-5415		226.50
			02	12/10-12/15 TRAINING PER DIEMS	01-210-54-00-5415		226.50
						INVOICE TOTAL:	453.00 *
						CHECK TOTAL:	453.00
539820	CALLONE	PEERLESS NETWORK, INC					
	35190	10/15/23	01	10/15-11/14 ADMIN LINES	01-110-54-00-5440		223.55
			02	10/15-11/14 POLICE LINES	01-210-54-00-5440		398.74
			03	10/15-11/14 PW LINES	51-510-54-00-5440		4,922.81
			04	10/15-11/14 SEWER LINES	52-520-54-00-5440		241.20
			05	10/15-11/14 TRAFFIC SIGNAL	01-410-54-00-5440		63.82
			06	MAINTANCE	** COMMENT **		
			07	10/15-11/14 RECREATION LINES	79-795-54-00-5440		180.38
						INVOICE TOTAL:	6,030.50 *
						CHECK TOTAL:	6,030.50
539821	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	43627	11/22/23	01	2 CASES PAPER TOWEL	52-520-56-00-5620		108.54
						INVOICE TOTAL:	108.54 *
						CHECK TOTAL:	108.54



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 12/20/2023

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539822	COMED COMMONWEALTH EDISON						
	0091033126-1123	11/28/23	01	10/26-11/28 AUTUMN CRK BLVD	23-230-54-00-5482		285.99
						INVOICE TOTAL:	285.99 *
	1647065335-1123	11/28/23	01	10/26-11/28 SARAVANOS PUMP	52-520-54-00-5480		171.26
						INVOICE TOTAL:	171.26 *
	2947052031-1123	11/27/23	01	10/25-11/27 RT47 & RIVER	23-230-54-00-5482		510.90
						INVOICE TOTAL:	510.90 *
	6819027011-1123	12/01/23	01	10/24-11/27 PR BUILDINGS	79-795-54-00-5480		633.24
						INVOICE TOTAL:	633.24 *
	7982120022-1123	11/27/23	01	10/25-11/27 609 N BRIDGE	01-110-54-00-5480		30.72
						INVOICE TOTAL:	30.72 *
						CHECK TOTAL:	1,632.11
539823	COREMAIN CORE & MAIN LP						
	T965814	11/20/23	01	42 BACKFLOW METERS	51-510-56-00-5664		5,855.14
						INVOICE TOTAL:	5,855.14 *
	U004500	11/28/23	01	PULSE CABLE, GASKETS, BOLTS	51-510-56-00-5664		1,527.95
						INVOICE TOTAL:	1,527.95 *
						CHECK TOTAL:	7,383.09
539824	DIRENRGY DIRECT ENERGY BUSINESS						
	1704705-233320053129	11/28/23	01	10/24-11/21 KENNEDY & MCHUGH	23-230-54-00-5482		101.60
						INVOICE TOTAL:	101.60 *
	1704706-233380053171	12/04/23	01	10/27-11/28 RT34 & BEECHER	23-230-54-00-5482		125.93
						INVOICE TOTAL:	125.93 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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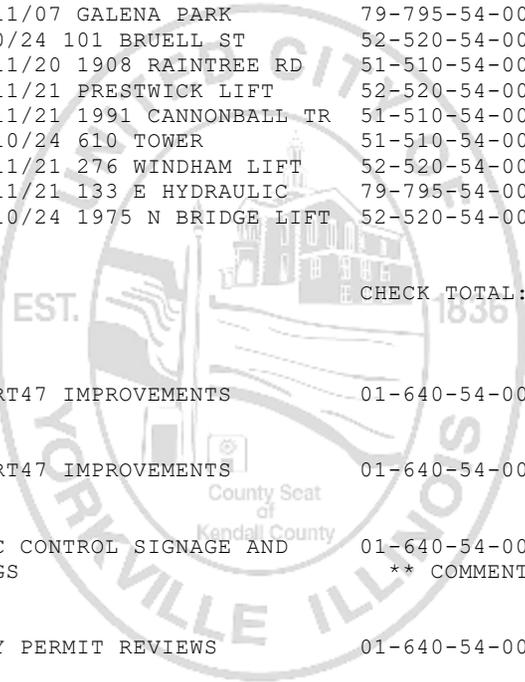
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539824	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704708-233340053149	11/30/23	01	10/25-11/26 1850 MARKETVIEW	23-230-54-00-5482		124.33	
						INVOICE TOTAL:	124.33 *	
	1704709-233340053149	11/30/23	01	10/25-11/26 7 COUNTRYSIDE PKWY	23-230-54-00-5482		206.50	
						INVOICE TOTAL:	206.50 *	
	1704710-233320053129	11/28/23	01	10/24-11/21 VAN EMMON LOT	23-230-54-00-5482		22.94	
						INVOICE TOTAL:	22.94 *	
	1704714-233330053139	11/29/23	01	10/25-11/26 MCHUGH	23-230-54-00-5482		138.22	
						INVOICE TOTAL:	138.22 *	
	1704716-233340053149	11/30/23	01	10/25-11/27 1 COUNTRYSIDE PKWY	23-230-54-00-5482		265.29	
						INVOICE TOTAL:	265.29 *	
	1704718-233410053194	12/07/23	01	11/01-12/04 RT34 & CANNONBALL	23-230-54-00-5482		19.46	
						INVOICE TOTAL:	19.46 *	
	1704719-233320053135	11/28/23	01	10/20-11/20 LEASURE & SUNSET	23-230-54-00-5482		117.98	
						INVOICE TOTAL:	117.98 *	
	1704721-233340053149	11/30/23	01	10/25-11/26 610 TOWER WELLS	51-510-54-00-5480		1,032.76	
						INVOICE TOTAL:	1,032.76 *	
	1704722-233380053171	12/04/23	01	10/27-11/28 2921 BRISTOL RIDGE	51-510-54-00-5480		6,949.77	
						INVOICE TOTAL:	6,949.77 *	
	1704723-233320053129	11/28/23	01	10/24-11/21 2224 TREMONT	51-510-54-00-5480		10,554.80	
						INVOICE TOTAL:	10,554.80 *	
						CHECK TOTAL:	19,659.58	

539825	DYNEGY	DYNEGY ENERGY SERVICES						
	386643523111	11/28/23	01	9/26-10/24 420 FAIRHAVEN	52-520-54-00-5480		118.53	

01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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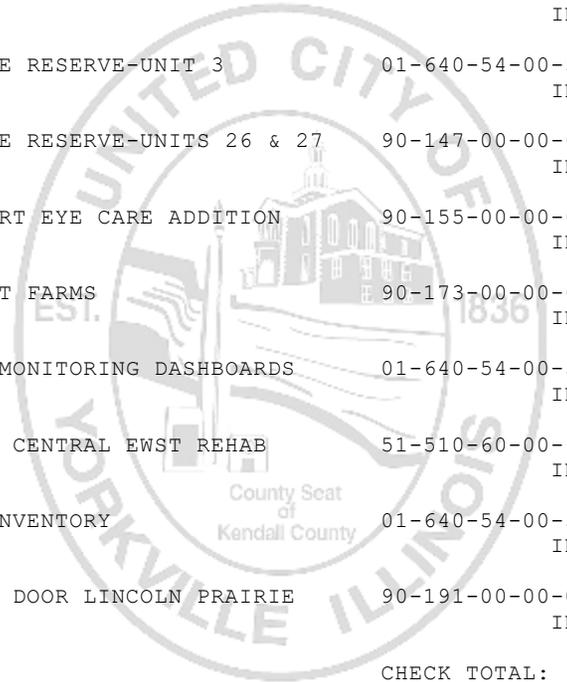
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539825	DYNEGY 386643523111	11/28/23	02	9/27-10/25 6780 RT47	51-510-54-00-5480		33.06
			03	10/24-11/21 456 KENNEDY	51-510-54-00-5480		59.49
			04	10/10-11/07 4600 N BRIDGE	51-510-54-00-5480		67.85
			05	10/23-11/20 1106 PRAIRIE CR	52-520-54-00-5480		131.32
			06	10/24-11/21 301 E HYDRAULIC	79-795-54-00-5480		58.03
			07	9/28-10/26 FOXHILL 7 LIFT	52-520-54-00-5480		75.24
			08	10/23-11/20 872 PRAIRIE CR	79-795-54-00-5480		229.92
			09	10/10-11/07 GALENA PARK	79-795-54-00-5480		61.85
			10	9/26-10/24 101 BRUELL ST	52-520-54-00-5480		264.80
			11	10/23-11/20 1908 RAINTREE RD	51-510-54-00-5480		213.35
			12	10/24-11/21 PRESTWICK LIFT	52-520-54-00-5480		123.59
			13	10/24-11/21 1991 CANNONBALL TR	51-510-54-00-5480		178.20
			14	09/26-10/24 610 TOWER	51-510-54-00-5480		158.67
			15	10/24-11/21 276 WINDHAM LIFT	52-520-54-00-5480		152.05
			16	10/24-11/21 133 E HYDRAULIC	79-795-54-00-5480		188.58
			17	09/26-10/24 1975 N BRIDGE LIFT	52-520-54-00-5480		230.75
					INVOICE TOTAL:		2,345.28 *
					CHECK TOTAL:		2,345.28
539826	E EI ENGINEERING ENTERPRISES, INC.						
	78807	11/30/23	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		9,439.00
					INVOICE TOTAL:		9,439.00 *
	78808	11/30/23	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		4,088.50
					INVOICE TOTAL:		4,088.50 *
	78809	11/30/23	01	TRAFFIC CONTROL SIGNAGE AND	01-640-54-00-5465		1,440.50
			02	MARKINGS	** COMMENT **		
					INVOICE TOTAL:		1,440.50 *
	78810	11/30/23	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		1,074.00
					INVOICE TOTAL:		1,074.00 *



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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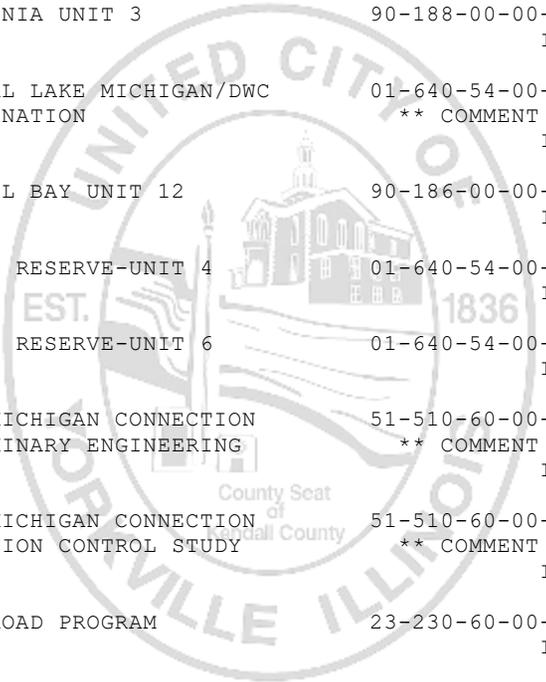
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539826	EEI	ENGINEERING ENTERPRISES, INC.						
	78811	11/30/23	01	GREEN ORGANICS	90-061-61-00-0111		324.75	
						INVOICE TOTAL:	324.75 *	
	78812	11/30/23	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		81.00	
						INVOICE TOTAL:	81.00 *	
	78813	11/30/23	01	WINDETT RIDGE - UNIT 2	90-048-48-00-0111		2,103.00	
						INVOICE TOTAL:	2,103.00 *	
	78814	11/30/23	01	GRANDE RESERVE-UNIT 3	01-640-54-00-5465		1,953.00	
						INVOICE TOTAL:	1,953.00 *	
	78815	11/30/23	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		2,160.75	
						INVOICE TOTAL:	2,160.75 *	
	78816	11/30/23	01	BRENART EYE CARE ADDITION	90-155-00-00-0111		871.75	
						INVOICE TOTAL:	871.75 *	
	78817	11/30/23	01	BRIGHT FARMS	90-173-00-00-0111		1,411.00	
						INVOICE TOTAL:	1,411.00 *	
	78818	11/30/23	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		281.00	
						INVOICE TOTAL:	281.00 *	
	78819	11/30/23	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		17,019.75	
						INVOICE TOTAL:	17,019.75 *	
	78820	11/30/23	01	LSL INVENTORY	01-640-54-00-5465		528.53	
						INVOICE TOTAL:	528.53 *	
	78821	11/30/23	01	GREEN DOOR LINCOLN PRAIRIE	90-191-00-00-0111		493.50	
						INVOICE TOTAL:	493.50 *	
						CHECK TOTAL:	43,270.03	



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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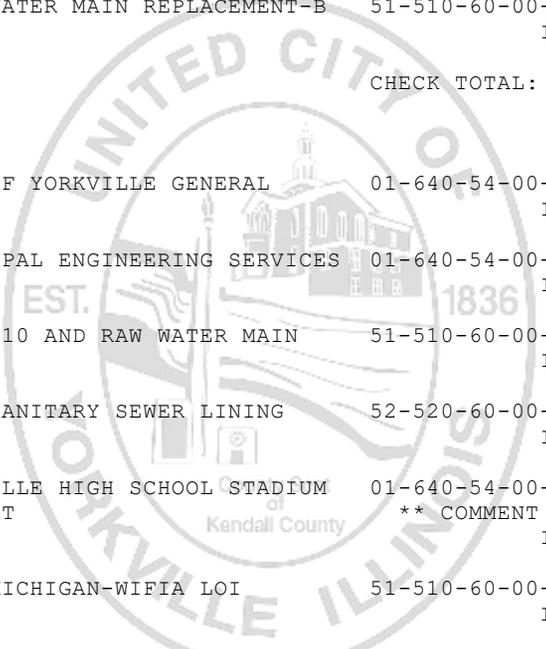
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539827	EEI	ENGINEERING ENTERPRISES, INC.						
	78822	11/30/23	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		18,812.25	
						INVOICE TOTAL:	18,812.25 *	
					CHECK TOTAL:		18,812.25	
539828	EEI	ENGINEERING ENTERPRISES, INC.						
	78823	11/30/23	01	CALEDONIA UNIT 3	90-188-00-00-0111		1,579.00	
						INVOICE TOTAL:	1,579.00 *	
	78824	11/30/23	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		1,015.75	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,015.75 *	
	78825	11/30/23	01	BRISTOL BAY UNIT 12	90-186-00-00-0111		102.00	
						INVOICE TOTAL:	102.00 *	
	78826	11/30/23	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		2,477.25	
						INVOICE TOTAL:	2,477.25 *	
	78827	11/30/23	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		442.50	
						INVOICE TOTAL:	442.50 *	
	78828	11/30/23	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		1,539.58	
			02	PRELIMINARY ENGINEERING	** COMMENT **			
						INVOICE TOTAL:	1,539.58 *	
	78829	11/30/23	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		110.75	
			02	CORROSION CONTROL STUDY	** COMMENT **			
						INVOICE TOTAL:	110.75 *	
	78830	11/30/23	01	2023 ROAD PROGRAM	23-230-60-00-6025		727.00	
						INVOICE TOTAL:	727.00 *	
	78831	11/30/23	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		473.00	
						INVOICE TOTAL:	473.00 *	



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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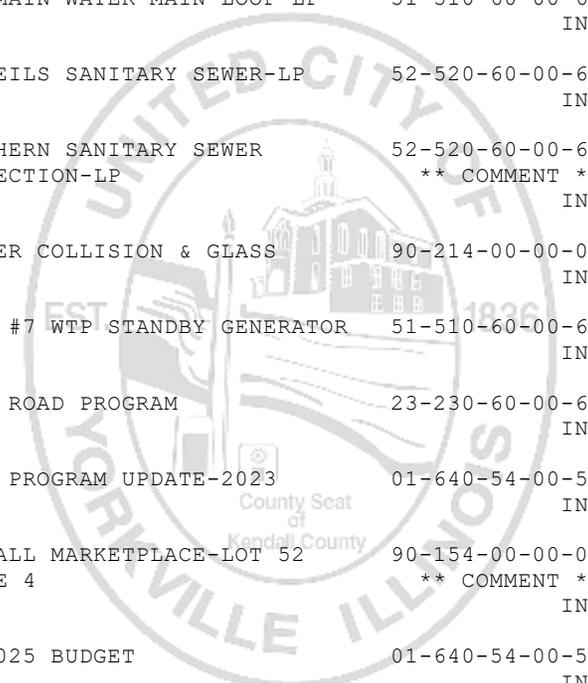
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539828	EEI	ENGINEERING ENTERPRISES, INC.						
	78832	11/30/23	01	NEW LEAF ENERGY-SOLAR FARM	90-196-00-00-0111		167.50	
						INVOICE TOTAL:	167.50 *	
					CHECK TOTAL:		8,634.33	
539829	EEI	ENGINEERING ENTERPRISES, INC.						
	78833	11/30/23	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		49,836.00	
						INVOICE TOTAL:	49,836.00 *	
					CHECK TOTAL:		49,836.00	
539830	EEI	ENGINEERING ENTERPRISES, INC.						
	78834	11/30/23	01	CITY OF YORKVILLE GENERAL	01-640-54-00-5465		647.00	
						INVOICE TOTAL:	647.00 *	
	78835	11/30/23	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	78836	11/30/23	01	WELL #10 AND RAW WATER MAIN	51-510-60-00-6029		17,608.78	
						INVOICE TOTAL:	17,608.78 *	
	78837	11/30/23	01	2023 SANITARY SEWER LINING	52-520-60-00-6025		880.50	
						INVOICE TOTAL:	880.50 *	
	78838	11/30/23	01	YORKVILLE HIGH SCHOOL STADIUM	01-640-54-00-5465		879.00	
			02	PROJECT	** COMMENT **			
						INVOICE TOTAL:	879.00 *	
	78839	11/30/23	01	LAKE MICHIGAN-WIFIA LOI	51-510-60-00-6011		368.47	
						INVOICE TOTAL:	368.47 *	
	78840	11/30/23	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		1,720.70	
						INVOICE TOTAL:	1,720.70 *	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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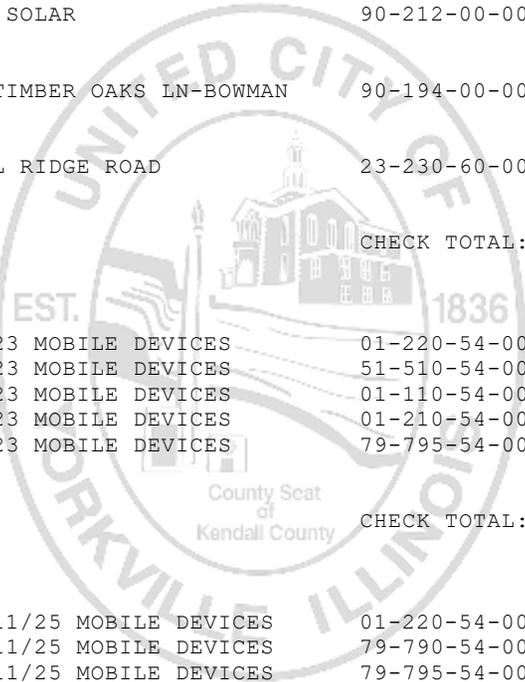
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539830	EEI			ENGINEERING ENTERPRISES, INC.			
	78841	11/30/23	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		8,421.92
						INVOICE TOTAL:	8,421.92 *
	78842	11/30/23	01	KENDALL COUNTY BLDG-FOX ST	01-640-54-00-5465		575.25
						INVOICE TOTAL:	575.25 *
	78843	11/30/23	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		32,368.68
						INVOICE TOTAL:	32,368.68 *
	78844	11/30/23	01	CORNEILS SANITARY SEWER-LP	52-520-60-00-6024		4,668.02
						INVOICE TOTAL:	4,668.02 *
	78845	11/30/23	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		1,689.96
			02	CONNECTION-LP	** COMMENT **		
						INVOICE TOTAL:	1,689.96 *
	78846	11/30/23	01	GERBER COLLISION & GLASS	90-214-00-00-0111		1,321.25
						INVOICE TOTAL:	1,321.25 *
	78847	11/30/23	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6068		525.45
						INVOICE TOTAL:	525.45 *
	78848	11/30/23	01	2024 ROAD PROGRAM	23-230-60-00-6025		6,250.00
						INVOICE TOTAL:	6,250.00 *
	78849	11/30/23	01	ROAD PROGRAM UPDATE-2023	01-640-54-00-5465		358.50
						INVOICE TOTAL:	358.50 *
	78850	11/30/23	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		760.00
			02	PHASE 4	** COMMENT **		
						INVOICE TOTAL:	760.00 *
	78851	11/30/23	01	FY 2025 BUDGET	01-640-54-00-5465		3,703.75
						INVOICE TOTAL:	3,703.75 *



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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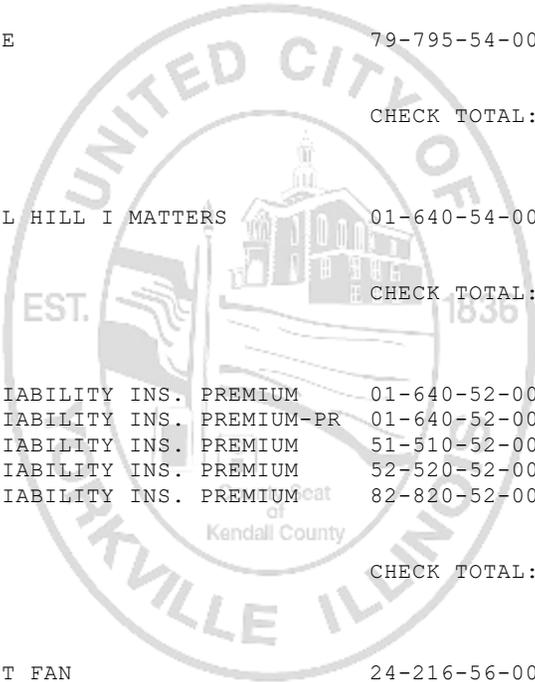
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539830	EEI	ENGINEERING ENTERPRISES, INC.						
	78852	11/30/23	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011		5,883.94	
			02	APPLICATION	** COMMENT **			
					INVOICE TOTAL:		5,883.94 *	
	78853	11/30/23	01	LOT 22 KENDALL MARKETPLACE	01-640-54-00-5465		113.50	
					INVOICE TOTAL:		113.50 *	
	78854	11/30/23	01	NEXAMP SOLAR	90-212-00-00-0111		736.50	
					INVOICE TOTAL:		736.50 *	
	78855	11/30/23	01	LOT 1 TIMBER OAKS LN-BOWMAN	90-194-00-00-0111		617.00	
					INVOICE TOTAL:		617.00 *	
	9-YO2208-P	11/30/23	01	BRISTOL RIDGE ROAD	23-230-60-00-6032		1,340.45	
					INVOICE TOTAL:		1,340.45 *	
					CHECK TOTAL:		93,338.62	
539831	FIRSTNET	AT&T MOBILITY						
	287313454005X1203202	11/25/23	01	NOV 2023 MOBILE DEVICES	01-220-54-00-5440		42.17	
			02	NOV 2023 MOBILE DEVICES	51-510-54-00-5440		42.17	
			03	NOV 2023 MOBILE DEVICES	01-110-54-00-5440		84.34	
			04	NOV 2023 MOBILE DEVICES	01-210-54-00-5440		837.47	
			05	NOV 2023 MOBILE DEVICES	79-795-54-00-5440		42.17	
					INVOICE TOTAL:		1,048.32 *	
					CHECK TOTAL:		1,048.32	
539832	FIRSTNET	AT&T MOBILITY						
	287313454207X1203202	11/25/23	01	10/26-11/25 MOBILE DEVICES	01-220-54-00-5440		253.02	
			02	10/26-11/25 MOBILE DEVICES	79-790-54-00-5440		36.24	
			03	10/26-11/25 MOBILE DEVICES	79-795-54-00-5440		156.82	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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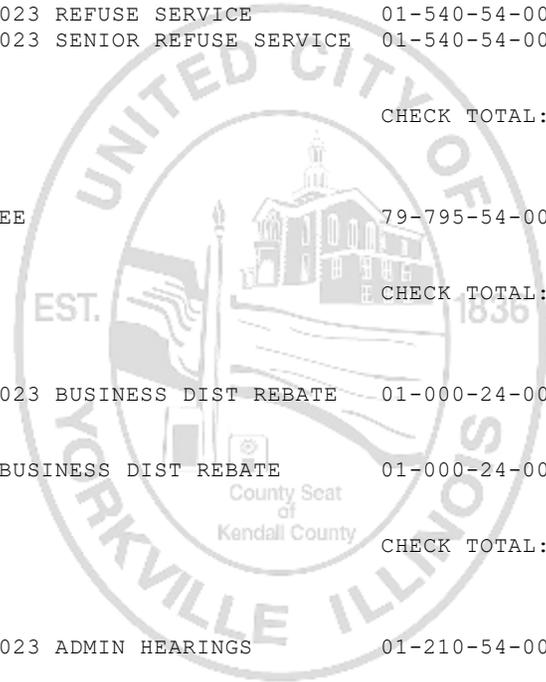
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539832	FIRSTNET 287313454207X1203202	AT&T MOBILITY 11/25/23	04	10/26-11/25 MOBILE DEVICES	51-510-54-00-5440		235.23
			05	10/26-11/25 MOBILE DEVICES	52-520-54-00-5440		72.48
				INVOICE TOTAL:			753.79 *
				CHECK TOTAL:			753.79
539833	GADDYB 120223	BREANA GADDY 12/02/23	01	REFEREE	79-795-54-00-5462		165.00
				INVOICE TOTAL:			165.00 *
				CHECK TOTAL:			165.00
539834	GARDKOCH H-2364C-17047	GARDINER KOCH & WEISBERG 12/11/23	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,666.10
				INVOICE TOTAL:			1,666.10 *
				CHECK TOTAL:			1,666.10
539835	GLATFELT 429951128-PEMIUM	GLATFELTER UNDERWRITING SRVS. 10/30/23	01	2024 LIABILITY INS. PREMIUM	01-640-52-00-5231		49,194.77
			02	2024 LIABILITY INS. PREMIUM-PR	01-640-52-00-5231		10,228.77
			03	2024 LIABILITY INS. PREMIUM	51-510-52-00-5231		5,424.61
			04	2024 LIABILITY INS. PREMIUM	52-520-52-00-5231		2,600.34
			05	2024 LIABILITY INS. PREMIUM	82-820-52-00-5231		4,077.51
				INVOICE TOTAL:			71,526.00 *
				CHECK TOTAL:			71,526.00
539836	GRAINGER 9911105881	GRAINGER 11/20/23	01	EXHAUST FAN	24-216-56-00-5656		1,217.59
				INVOICE TOTAL:			1,217.59 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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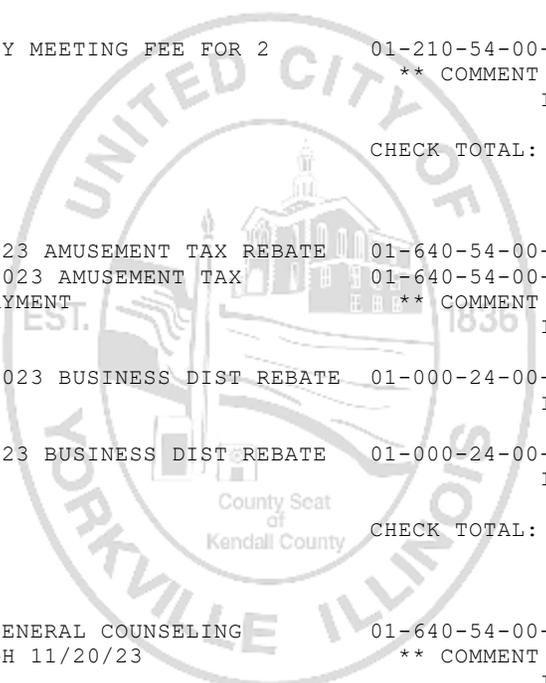
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539836	GRAINGER GRAINGER 9911105899	11/20/23	01	STEEL WALL HOUSING	24-216-56-00-5656		545.19
						INVOICE TOTAL:	545.19 *
					CHECK TOTAL:		1,762.78
539837	GROOT GROOT INC 11658053T102	12/01/23	01	NOV 2023 REFUSE SERVICE	01-540-54-00-5442		141,547.60
			02	NOV 2023 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,974.10
						INVOICE TOTAL:	145,521.70 *
					CHECK TOTAL:		145,521.70
539838	HILLESLE ERIC HILLESLAND 120923	12/09/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
539839	IMPERINV IMPERIAL INVESTMENTS						
	OCT 2023-REBATE	12/11/23	01	OCT 2023 BUSINESS DIST REBATE	01-000-24-00-2488		1,840.64
						INVOICE TOTAL:	1,840.64 *
	SEPT 2023-REBATE	12/11/23	01	SEPT BUSINESS DIST REBATE	01-000-24-00-2488		3,506.95
						INVOICE TOTAL:	3,506.95 *
					CHECK TOTAL:		5,347.59
539840	INGEMUNS INGEMUNSON LAW OFFICES LTD 11818	12/01/23	01	NOV 2023 ADMIN HEARINGS	01-210-54-00-5467		300.00
						INVOICE TOTAL:	300.00 *
					CHECK TOTAL:		300.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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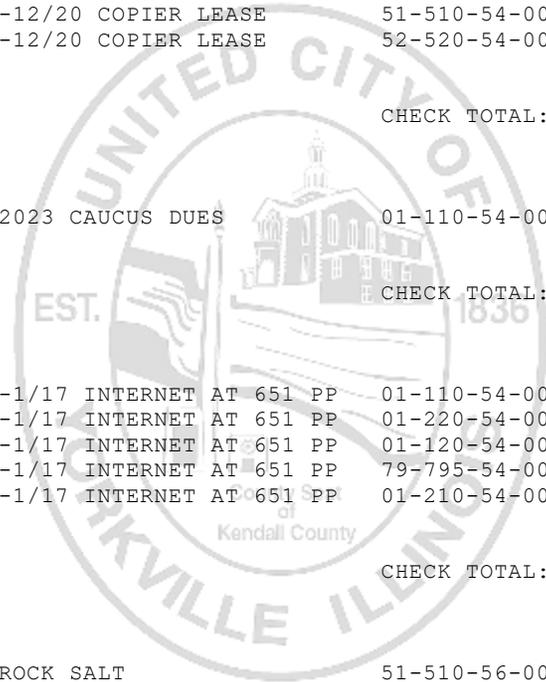
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539845	KENCOM	KENCOM PUBLIC SAFETY DISPATCH						
	567	12/01/23	01	SEPT-NOV 2023 IP FLEXIBLE	01-640-54-00-5449		115.56	
			02	REACH FEES	** COMMENT **			
					INVOICE TOTAL:		115.56 *	
					CHECK TOTAL:		115.56	
539846	KENDCPA	KENDALL COUNTY CHIEFS OF						
	1075	11/27/23	01	MONTHLY MEETING FEE FOR 2	01-210-54-00-5415		34.00	
			02	STAFF	** COMMENT **			
					INVOICE TOTAL:		34.00 *	
					CHECK TOTAL:		34.00	
539847	KENDCROS	KENDALL CROSSING, LLC						
	AMU REBATE 10-23	12/05/23	01	OCT 2023 AMUSEMENT TAX REBATE	01-640-54-00-5439		979.89	
			02	SEPT 2023 AMUSEMENT TAX	01-640-54-00-5439		-345.63	
			03	OVERPAYMENT	** COMMENT **			
					INVOICE TOTAL:		634.26 *	
	BD REBATE 09/23	12/11/23	01	SEPT 2023 BUSINESS DIST REBATE	01-000-24-00-2487		5,566.25	
					INVOICE TOTAL:		5,566.25 *	
	BD REBATE 10/23	12/11/23	01	OCT 2023 BUSINESS DIST REBATE	01-000-24-00-2487		4,933.80	
					INVOICE TOTAL:		4,933.80 *	
					CHECK TOTAL:		11,134.31	
539848	LANEMUCH	LANER, MUCHIN, LTD						
	657715	12/01/23	01	2023 GENERAL COUNSELING	01-640-54-00-5463		337.50	
			02	THROUGH 11/20/23	** COMMENT **			
					INVOICE TOTAL:		337.50 *	
					CHECK TOTAL:		337.50	



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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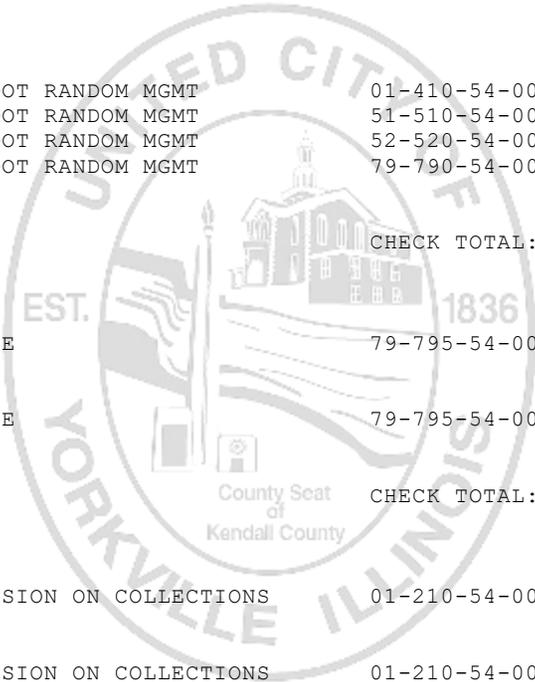
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539849	MARCO MARCO TECHNOLOGIES LLC						
	516570504	11/24/23	01	11/20-12/20 COPIER LEASE	01-110-54-00-5485		259.29
			02	11/20-12/20 COPIER LEASE	01-120-54-00-5485		259.27
			03	11/20-12/20 COPIER LEASE	01-220-54-00-5485		518.58
			04	11/20-12/20 COPIER LEASE	01-210-54-00-5485		663.73
			05	11/20-12/20 COPIER LEASE	01-410-54-00-5485		51.47
			06	11/20-12/20 COPIER LEASE	79-790-54-00-5485		154.39
			07	11/20-12/20 COPIER LEASE	79-795-54-00-5485		259.29
			08	11/20-12/20 COPIER LEASE	51-510-54-00-5485		51.47
			09	11/20-12/20 COPIER LEASE	52-520-54-00-5485		51.45
						INVOICE TOTAL:	2,268.94 *
						CHECK TOTAL:	2,268.94
539850	METROMAY METROPOLITAN MAYOR'S CAUCUS						
	2023-56	06/30/23	01	2022-2023 CAUCUS DUES	01-110-54-00-5460		968.99
						INVOICE TOTAL:	968.99 *
						CHECK TOTAL:	968.99
539851	METRONET METRO FIBERNET LLC						
	1872272-121823	12/18/23	01	12/18-1/17 INTERNET AT 651 PP	01-110-54-00-5440		51.19
			02	12/18-1/17 INTERNET AT 651 PP	01-220-54-00-5440		58.50
			03	12/18-1/17 INTERNET AT 651 PP	01-120-54-00-5440		29.25
			04	12/18-1/17 INTERNET AT 651 PP	79-795-54-00-5440		58.50
			05	12/18-1/17 INTERNET AT 651 PP	01-210-54-00-5440		292.51
						INVOICE TOTAL:	489.95 *
						CHECK TOTAL:	489.95
539852	MIDWSALT MIDWEST SALT						
	P470771	11/27/23	01	BULK ROCK SALT	51-510-56-00-5638		3,443.60
						INVOICE TOTAL:	3,443.60 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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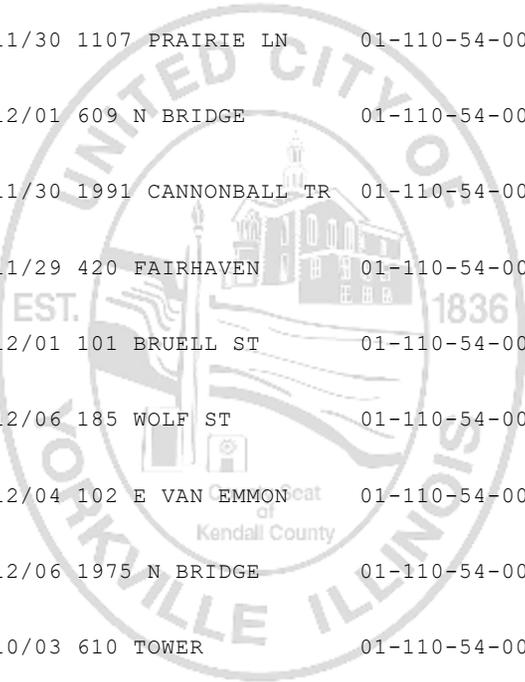
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539852	MIDWSALT	MIDWEST SALT					
	P470878	11/30/23	01	BULK ROCK SALT	51-510-56-00-5638		3,381.10
						INVOICE TOTAL:	3,381.10 *
	P471032	12/06/23	01	BULK ROCK SALT	51-510-56-00-5638		3,379.16
						INVOICE TOTAL:	3,379.16 *
					CHECK TOTAL:		10,203.86
539853	MOHMS	MIDWEST OCCUPATIONAL HEALTH MS					
	211421	05/01/23	01	2023 DOT RANDOM MGMT	01-410-54-00-5412		175.00
			02	2023 DOT RANDOM MGMT	51-510-54-00-5412		100.00
			03	2023 DOT RANDOM MGMT	52-520-54-00-5412		50.00
			04	2023 DOT RANDOM MGMT	79-790-54-00-5412		150.00
						INVOICE TOTAL:	475.00 *
					CHECK TOTAL:		475.00
539854	MOHRR	RANDY MOHR					
	120423	12/04/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
	120823	12/08/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		200.00
539855	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	025595	10/31/23	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		919.73
						INVOICE TOTAL:	919.73 *
	025596	10/31/23	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		23.36
						INVOICE TOTAL:	23.36 *
					CHECK TOTAL:		943.09



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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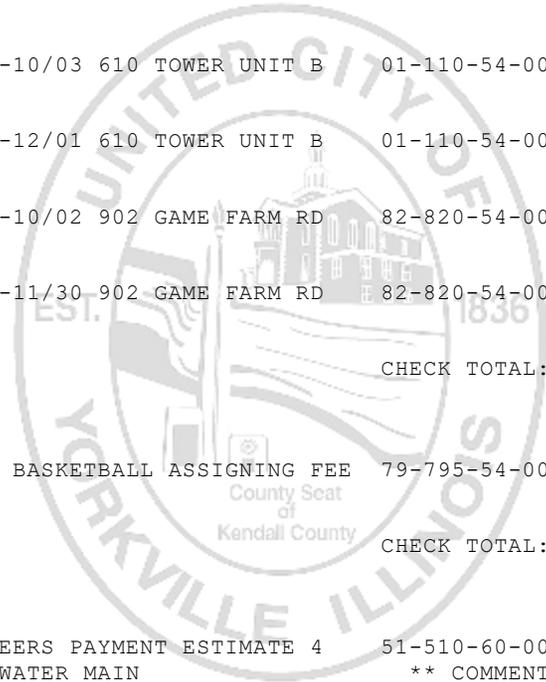
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539856	NEMRT	NORTH EAST MULTI-REGIONAL						
	341056	11/27/23	01	HIGH RISK VEHICLE STOPS	01-210-54-00-5412		80.00	
			02	TRAINING-SHAPIAMA	** COMMENT **			
					INVOICE TOTAL:		80.00 *	
					CHECK TOTAL:		80.00	
539857	NICOR	NICOR GAS						
	00-41-22-8748 4-1123	11/30/23	01	10/31-11/30 1107 PRAIRIE LN	01-110-54-00-5480		60.92	
					INVOICE TOTAL:		60.92 *	
	12-43-53-5625 3-1123	12/01/23	01	11/01-12/01 609 N BRIDGE	01-110-54-00-5480		76.73	
					INVOICE TOTAL:		76.73 *	
	15-64-61-3532 5-1123	11/30/23	01	10/31-11/30 1991 CANNONBALL TR	01-110-54-00-5480		62.00	
					INVOICE TOTAL:		62.00 *	
	20-52-56-2042 1-1123	11/29/23	01	10/27-11/29 420 FAIRHAVEN	01-110-54-00-5480		168.97	
					INVOICE TOTAL:		168.97 *	
	23-45-91-4862 5-1123	12/01/23	01	11/01-12/01 101 BRUELL ST	01-110-54-00-5480		168.71	
					INVOICE TOTAL:		168.71 *	
	37-35-53-1941 1-1123	12/06/23	01	11/06-12/06 185 WOLF ST	01-110-54-00-5480		255.29	
					INVOICE TOTAL:		255.29 *	
	40-52-64-5356 1-1123	12/04/23	01	11/02-12/04 102 E VAN EMMON	01-110-54-00-5480		430.87	
					INVOICE TOTAL:		430.87 *	
	46-69-47-6727 1-1123	12/06/23	01	11/06-12/06 1975 N BRIDGE	01-110-54-00-5480		160.25	
					INVOICE TOTAL:		160.25 *	
	61-60-41-1000 9-0923	10/05/23	01	09/01-10/03 610 TOWER	01-110-54-00-5480		66.57	
					INVOICE TOTAL:		66.57 *	



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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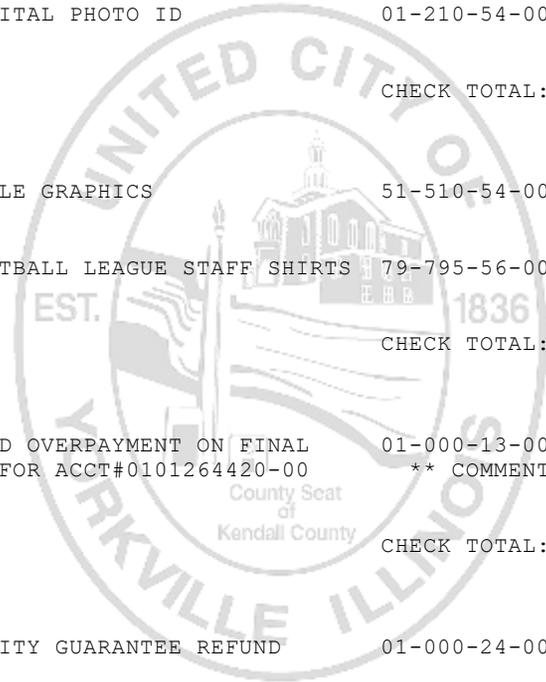
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539857	NICOR NICOR GAS						
	61-60-41-1000	9-1123	12/04/23	01 11/01-12/01 610 TOWER	01-110-54-00-5480		459.28
						INVOICE TOTAL:	459.28 *
	66-70-44-6942	9-1123	12/06/23	01 11/06-12/06 1908 RAINTREE RD	01-110-54-00-5480		167.92
						INVOICE TOTAL:	167.92 *
	80-56-05-1157	0-1123	12/06/23	01 11/06-12/06 2512 ROSEMONT	01-110-54-00-5480		55.66
						INVOICE TOTAL:	55.66 *
	83-80-00-1000	7-0923	10/05/23	01 09/01-10/03 610 TOWER UNIT B	01-110-54-00-5480		63.04
						INVOICE TOTAL:	63.04 *
	83-80-00-1000	7-1123	12/04/23	01 11/01-12/01 610 TOWER UNIT B	01-110-54-00-5480		243.81
						INVOICE TOTAL:	243.81 *
	91-85-68-4012	8-0923	10/05/23	01 08/31-10/02 902 GAME FARM RD	82-820-54-00-5480		1,703.57
						INVOICE TOTAL:	1,703.57 *
	91-85-68-4012	8-1123	12/01/23	01 10/31-11/30 902 GAME FARM RD	82-820-54-00-5480		1,614.31
						INVOICE TOTAL:	1,614.31 *
						CHECK TOTAL:	5,757.90
539858	OLEARYC CYNTHIA O'LEARY						
	REC FALL BASKETBALL		12/03/23	01 GIRLS BASKETBALL ASSIGNING FEE	79-795-54-00-5462		510.00
						INVOICE TOTAL:	510.00 *
						CHECK TOTAL:	510.00
539859	PERFCONS PERFORMANCE CONSTRUCTION &						
	PAY #4		12/06/23	01 ENGINEERS PAYMENT ESTIMATE 4	51-510-60-00-6025		319,390.18
				02 2023 WATER MAIN	** COMMENT **		



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 12/20/2023

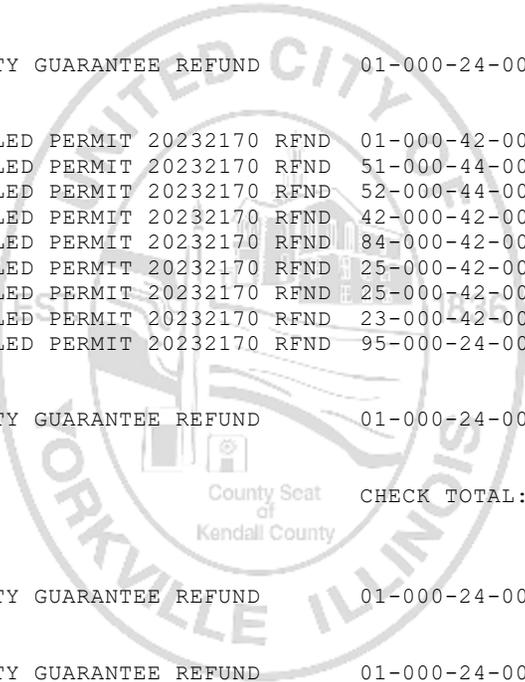
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539859	PERFCONS	PERFORMANCE CONSTRUCTION &					
	PAY #4	12/06/23	03	IMPROVEMENTS-CONTRACT A	** COMMENT **		
					INVOICE TOTAL:		319,390.18 *
					CHECK TOTAL:		319,390.18
539860	PPFETT	P.F. PETTIBONE & CO.					
	184968	11/27/23	01	1 DIGITAL PHOTO ID	01-210-54-00-5430		39.00
					INVOICE TOTAL:		39.00 *
					CHECK TOTAL:		39.00
539861	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	3481	06/19/23	01	VEHICLE GRAPHICS	51-510-54-00-5490		255.00
					INVOICE TOTAL:		255.00 *
	3647	09/18/23	01	BASKETBALL LEAGUE STAFF SHIRTS	79-795-56-00-5606		420.40
					INVOICE TOTAL:		420.40 *
					CHECK TOTAL:		675.40
539862	R0000744	CHARLES HORAZ					
	112823-RFND	11/28/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		333.71
			02	BILL FOR ACCT#0101264420-00	** COMMENT **		
					INVOICE TOTAL:		333.71 *
					CHECK TOTAL:		333.71
539863	R0001975	RYAN HOMES					
	2632 KELLOGG	11/30/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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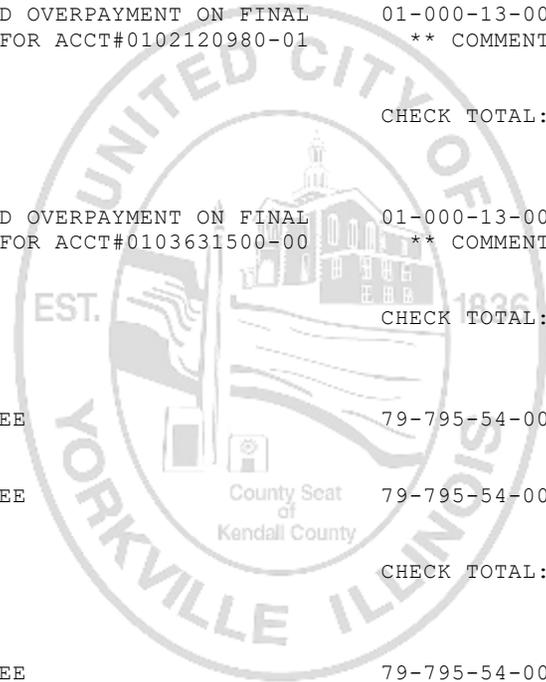
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539863	R0001975 RYAN HOMES						
	2729 ELLROY	11/30/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		9,375.00
						INVOICE TOTAL:	9,375.00 *
	2732 ELLORY	11/30/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	3038 GRAND TRAIL	12/01/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		1,275.00
						INVOICE TOTAL:	1,275.00 *
	3098 CONSTITUTION	12/01/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
	4472 MILLBROOK	12/01/23	01	CANCELLED PERMIT 20232170 RFND	01-000-42-00-4210		2,536.80
			02	CANCELLED PERMIT 20232170 RFND	51-000-44-00-4430		550.00
			03	CANCELLED PERMIT 20232170 RFND	52-000-44-00-4455		500.00
			04	CANCELLED PERMIT 20232170 RFND	42-000-42-00-4208		25.00
			05	CANCELLED PERMIT 20232170 RFND	84-000-42-00-4214		500.00
			06	CANCELLED PERMIT 20232170 RFND	25-000-42-00-4220		50.00
			07	CANCELLED PERMIT 20232170 RFND	25-000-42-00-4218		100.00
			08	CANCELLED PERMIT 20232170 RFND	23-000-42-00-4222		2,000.00
			09	CANCELLED PERMIT 20232170 RFND	95-000-24-00-2456		182.70
						INVOICE TOTAL:	6,444.50 *
	4822 MILLBROOK	11/30/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
						INVOICE TOTAL:	5,000.00 *
					CHECK TOTAL:		39,594.50
539864	R0002288 LENNAR						
	871 WINDETT RIDGE	12/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,000.00
						INVOICE TOTAL:	7,000.00 *
	881 WINDETT RIDGE	12/06/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,000.00
						INVOICE TOTAL:	7,000.00 *
					CHECK TOTAL:		14,000.00



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

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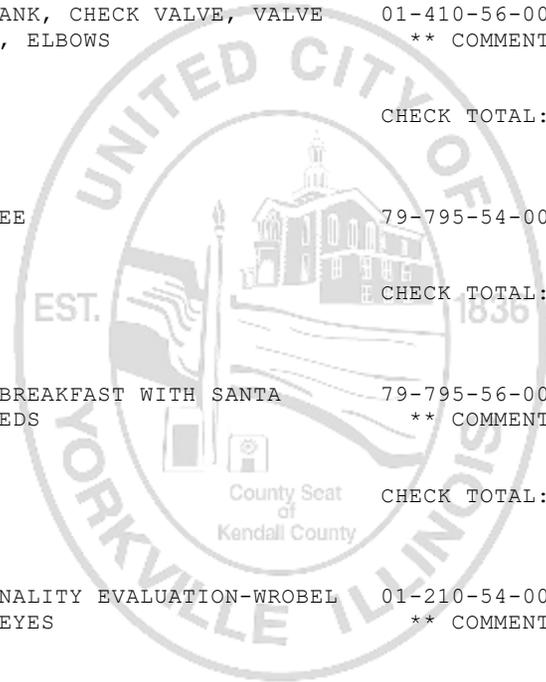
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539865	R0002614	JACOB VICTOR					
	20232079-RFND	11/29/23	01	REFUND PUBLIC HEARING SIGN	01-000-42-00-4210		50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
539866	R0002615	BAGRIELLE JAYNES					
	120623-RFND	12/06/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		222.44
			02	BILL FOR ACCT#0102120980-01	** COMMENT **		
						INVOICE TOTAL:	222.44 *
						CHECK TOTAL:	222.44
539867	R0002616	BRETT LOVE					
	120123-RFND	12/01/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		219.43
			02	BILL FOR ACCT#0103631500-00	** COMMENT **		
						INVOICE TOTAL:	219.43 *
						CHECK TOTAL:	219.43
539868	RIETZJ	JACKSON RIETZ					
	120223	12/02/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
	120923	12/09/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	200.00
539869	RIETZR	ROBERT L. RIETZ JR.					
	120223	12/02/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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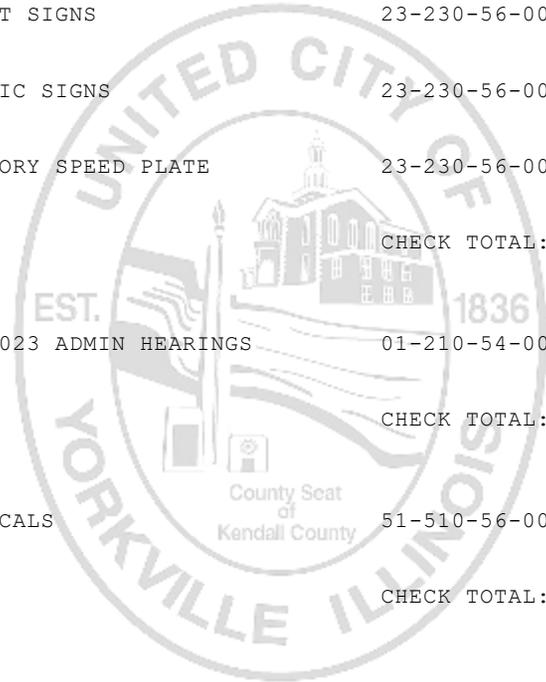
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539869	RIETZR 120923	ROBERT L. RIETZ JR. 12/09/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		200.00
539870	RUSHTRCK 3035090085	RUSH TRUCK CENTER 11/27/23	01	AIR TANK, CHECK VALVE, VALVE	01-410-56-00-5628		892.28
			02	PRESS, ELBOWS	** COMMENT **		
						INVOICE TOTAL:	892.28 *
					CHECK TOTAL:		892.28
539871	SANDOVAA 120923	ANTONIO SANDOVAL 12/09/23	01	REFEREE	79-795-54-00-5462		165.00
						INVOICE TOTAL:	165.00 *
					CHECK TOTAL:		165.00
539872	SENIOR 2023 SANTA	SENIOR SERVICES ASSOCIATES, INC 12/05/23	01	2023 BREAKFAST WITH SANTA	79-795-56-00-5606		608.00
			02	PROCEEDS	** COMMENT **		
						INVOICE TOTAL:	608.00 *
					CHECK TOTAL:		608.00
539873	STANDARD SA000056205	STANDARD & ASSOCIATES, INC. 11/29/23	01	PERSONALITY EVALUATION-WROBEL	01-210-54-00-5411		990.00
			02	AND REYES	** COMMENT **		
						INVOICE TOTAL:	990.00 *
					CHECK TOTAL:		990.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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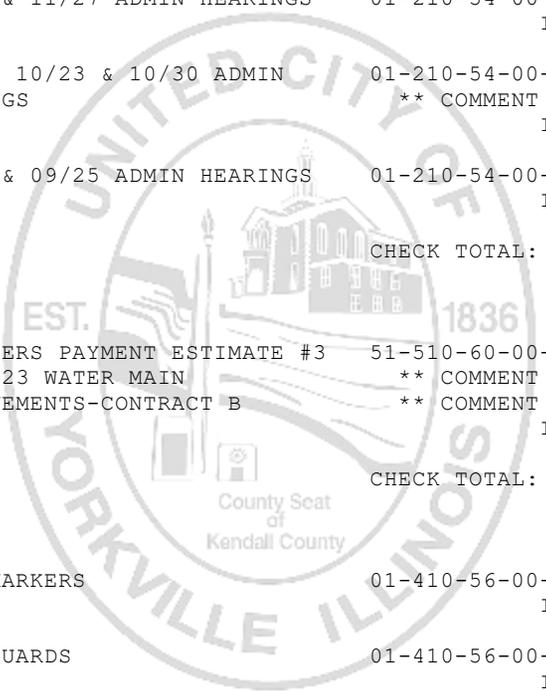
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539874	SUBURLAB	SUBURBAN LABORATORIES INC.					
	220533	11/30/23	01	WATER SAMPLE TESTING	51-510-54-00-5429		612.30
						INVOICE TOTAL:	612.30 *
					CHECK TOTAL:		612.30
539875	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	117409	11/30/23	01	STREET SIGNS	23-230-56-00-5642		733.80
						INVOICE TOTAL:	733.80 *
	117410	11/30/23	01	TRAFFIC SIGNS	23-230-56-00-5642		591.85
						INVOICE TOTAL:	591.85 *
	117496	12/07/23	01	ADVISORY SPEED PLATE	23-230-56-00-5642		67.45
						INVOICE TOTAL:	67.45 *
					CHECK TOTAL:		1,393.10
539876	VITOSH	CHRISTINE M. VITOSH					
	2143	12/01/23	01	NOV 2023 ADMIN HEARINGS	01-210-54-00-5467		500.00
						INVOICE TOTAL:	500.00 *
					CHECK TOTAL:		500.00
539877	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	119157	11/21/23	01	CHEMICALS	51-510-56-00-5638		3,177.00
						INVOICE TOTAL:	3,177.00 *
					CHECK TOTAL:		3,177.00
539878	WELDSTAR	WELDSTAR					
	0002235715	11/24/23	01	CYLINDER RENTAL	01-410-54-00-5485		79.36
						INVOICE TOTAL:	79.36 *
					CHECK TOTAL:		79.36



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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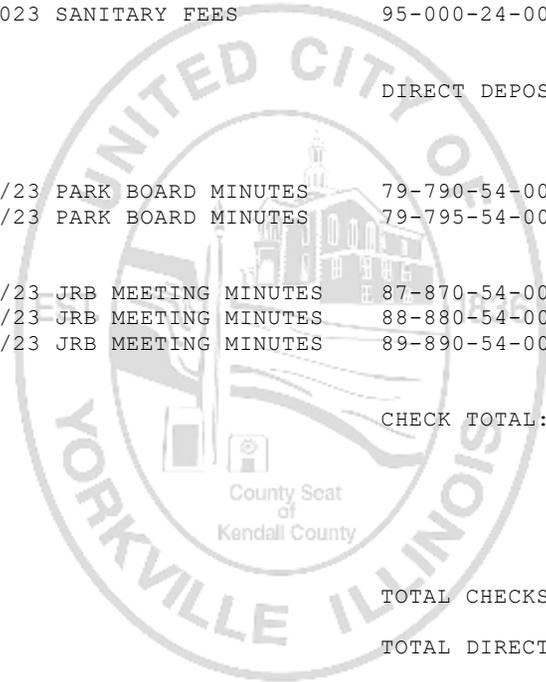
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539879	WERDERW WALLY WERDERICH						
	121223-AUG 2023	12/12/23	01	08/14 & 08/28 ADMIN HEARINGS	01-210-54-00-5467		300.00
						INVOICE TOTAL:	300.00 *
	121223-JULY 2023	12/12/23	01	07/10 & 07/24 ADMIN HEARINGS	01-210-54-00-5467		300.00
						INVOICE TOTAL:	300.00 *
	121223-NOV 2023	12/12/23	01	11/13 & 11/27 ADMIN HEARINGS	01-210-54-00-5467		300.00
						INVOICE TOTAL:	300.00 *
	121223-OCT 2023	12/12/23	01 02	10/09, 10/23 & 10/30 ADMIN HEARINGS	01-210-54-00-5467 ** COMMENT **		450.00
						INVOICE TOTAL:	450.00 *
	121223-SEPT 2023	12/12/23	01	09/11 & 09/25 ADMIN HEARINGS	01-210-54-00-5467		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	1,650.00
539880	WINNINGE WINNINGER EXCAVATING INC.						
	121123-3	12/11/23	01	ENGINEERS PAYMENT ESTIMATE #3	51-510-60-00-6025		864,084.53
			02	FOR 2023 WATER MAIN	** COMMENT **		
			03	IMPROVEMENTS-CONTRACT B	** COMMENT **		
						INVOICE TOTAL:	864,084.53 *
						CHECK TOTAL:	864,084.53
539881	WINTEREQ WINTER EQUIPMENT COMPANY						
	IV57471	11/28/23	01	PLOW MARKERS	01-410-56-00-5628		391.30
						INVOICE TOTAL:	391.30 *
	IV57576	12/04/23	01	PLOW GUARDS	01-410-56-00-5628		518.11
						INVOICE TOTAL:	518.11 *
						CHECK TOTAL:	909.41



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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539882	YBARRAR	ROBERT YBARRA					
	120223	12/02/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
					CHECK TOTAL:		100.00
D003236	YBSD	YORKVILLE BRISTOL					
	23-NOV	12/06/23	01	NOV 2023 SANITARY FEES	95-000-24-00-2450		288,061.88
						INVOICE TOTAL:	288,061.88 *
					DIRECT DEPOSIT TOTAL:		288,061.88
539883	YOUNGM	MARLYS J. YOUNG					
	111623-PR	12/06/23	01	11/16/23 PARK BOARD MINUTES	79-790-54-00-5462		42.50
			02	11/16/23 PARK BOARD MINUTES	79-795-54-00-5462		42.50
						INVOICE TOTAL:	85.00 *
	112823-JRB	12/12/23	01	11/28/23 JRB MEETING MINUTES	87-870-54-00-5462		28.34
			02	11/28/23 JRB MEETING MINUTES	88-880-54-00-5462		28.33
			03	11/28/23 JRB MEETING MINUTES	89-890-54-00-5462		28.33
						INVOICE TOTAL:	85.00 *
					CHECK TOTAL:		170.00
					TOTAL CHECKS PAID:		2,047,460.6
					TOTAL DIRECT DEPOSITS PAID:		0 288,061.88
					TOTAL AMOUNT PAID:		2,335,522.48



01-110 ADMIN	12-112 SUNFLOWER SSA	25-225 PARK & RECREATION CAPITAL	84-840 LIBRARY CAPITAL
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	87-870 COUNTRYSIDE TIF
01-210 POLICE	23-230 CITY WIDE CAPITAL	52-520 SEWER OPERATIONS	88-880 DOWNTOWN TIF
01-220 COMMUNITY DEVELOPMENT	24-216 BUILDING & GROUNDS	79-790 PARKS DEPARTMENT	89-890 DOWNTOWN II TIF
01-410 STREETS OPERATIONS	25-205 POLICE CAPITAL	79-795 RECREATION DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINISTRATIVE SERVICES	25-212 GENERAL GOVERNMENT CAPITAL	82-820 LIBRARY OPERATIONS	95-000 ESCROW DEPOSIT
11-111 FOX HILL SSA	25-215 PUBLIC WORKS CAPITAL		

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	1122523-J.NAVARRO	11/30/23	01	AMAZON-CAMERA CLEANING KITS		24-216-56-00-5656	83.50
			02	HOME DEPO-DRAIN OPENER,WASHERS		24-216-56-00-5656	71.08
			03	AMAZON-TRASH BAGS		24-216-56-00-5656	279.38
						INVOICE TOTAL:	433.96 *
	122523-A.SIMMONS	11/30/23	01	GO TO-NOV 2023 PHONE SERVICE		01-110-54-00-5440	159.75
			02	GO TO-NOV 2023 PHONE SERVICE		01-220-54-00-5440	159.75
			03	GO TO-NOV 2023 PHONE SERVICE		01-120-54-00-5440	79.87
			04	GO TO-NOV 2023 PHONE SERVICE		79-795-54-00-5440	159.75
			05	GO TO-NOV 2023 PHONE SERVICE		01-210-54-00-5440	798.75
			06	NICOR-10/03-11/01 651 PRAIRIE		01-110-54-00-5480	414.22
			07	POINTE SERVICE		** COMMENT **	
			08	QUILL-STAPLER, STAPLES		01-120-56-00-5610	59.98
			09	COMCAST-10/20-11/19 INTERNET		01-110-54-00-5440	46.91
			10	AT 651 PRAIRIE POINTE		** COMMENT **	
			11	COMCAST-10/20-11/19 INTERNET		01-220-54-00-5440	41.69
			12	AT 651 PRAIRIE POINTE		** COMMENT **	
			13	COMCAST-10/20-11/19 INTERNET		01-120-54-00-5440	20.85
			14	AT 651 PRAIRIE POINTE		** COMMENT **	
			15	COMCAST-10/20-11/19 INTERNET		79-790-54-00-5440	41.69
			16	AT 651 PRAIRIE POINTE		** COMMENT **	
			17	COMCAST-10/20-11/19 INTERNET		01-210-54-00-5440	208.47
			18	AT 651 PRAIRIE POINTE		** COMMENT **	
			19	COMCAST-10/20-11/19 INTERNET		79-795-54-00-5440	41.69
			20	AT 651 PRAIRIE POINTE		** COMMENT **	
			21	ADS-ALARM MONITORING AT 651		24-216-54-00-5446	120.00
			22	PRAIRIE POINTE		** COMMENT **	
			23	ADS-ALARM MONITORING AT 102 E		24-216-54-00-5446	216.60
			24	VAN EMMON		** COMMENT **	
			25	ADS-ANNUAL ALARM MONITORING		24-216-54-00-5446	240.00
			26	AT 2224 TREMONT, 610 TOWER AND		** COMMENT **	
			27	3299 LEHMAN		** COMMENT **	
			28	ADS-REPLACED CHLORINE ROOM		24-216-54-00-5446	748.41
			29	PULLSTATION AND TREATMENT ROOM		** COMMENT **	
			30	AV AT 610 TOWER		** COMMENT **	
			31	VERIZON-OCT 2023 IN CAR UNITS		01-210-54-00-5440	648.18
						INVOICE TOTAL:	4,206.56 *
	122523-B.BEHRNS	11/30/23	01	MENARDS#103123-HINGES		01-410-56-00-5620	29.94
			02	MENARDS#112223-SPRAYPAINT		01-410-56-00-5620	6.98
			03	MENARDS#111523-HINGES		01-410-56-00-5620	11.97
						INVOICE TOTAL:	48.89 *
	122523-B.OLSON	11/30/23	01	ICSC-DUES RENEWAL		01-110-54-00-5460	250.00
			02	CRAFTD-EDC LUNCHEON		01-110-54-00-5415	370.14

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-B.OLSON	11/30/23	03	ZOOM-10/23-11/22 USER FEES		01-110-54-00-5462	213.96
						INVOICE TOTAL:	834.10 *
	122523-B.PFIZENMAIER	11/30/23	01	HOME DEPO-3M HOOKS		01-210-56-00-5620	56.88
						INVOICE TOTAL:	56.88 *
	122523-B.VALLES	11/30/23	01	MENARDS#103023-ANGLE IRON		01-410-56-00-5628	36.87
			02	NAPA#353084-BATTERY		01-410-56-00-5628	164.08
			03	NAPA#353087-BATTERY		01-410-56-00-5628	25.58
			04	NAPA#354038-TRANS FLUID, BULBS		01-410-56-00-5628	57.90
			05	MENARDS#111523-RESPIRATORS		01-410-56-00-5620	18.97
			06	FLATSOS#29534-2 TIRES		01-410-56-00-5628	500.00
			07	FLATSOS#29722-8 TIRES		01-410-54-00-5490	3,000.00
			08	FLATSOS#29721-4 TIRES		01-410-54-00-5490	1,500.00
						INVOICE TOTAL:	5,303.40 *
	122523-B.WOLF	11/30/23	01	NAPA#353931-LED LAMP		79-790-56-00-5640	24.65
			02	MENARDS#111323-TRASH BAGS		79-790-56-00-5620	197.80
			03	JIMS TRUCK#15527-TRUCK		79-790-54-00-5495	45.15
			04	INSPECTION		** COMMENT **	
						INVOICE TOTAL:	267.60 *
	122523-D.BROWN	11/30/23	01	MENARDS#111723-FIELD BOXES,		51-510-56-00-5620	260.44
			02	BUCKET, BUSHING, NIPPLES,		** COMMENT **	
			03	TOWEL HOLDER, FAN KIT		** COMMENT **	
			04	AMAZON-PRESSURE GAUGE		51-510-56-00-5620	59.88
			05	MENARDS#112223-PLUGS, ELBOWS		51-510-56-00-5620	9.77
			06	MENARDS#112123-REPLACEMENT		51-510-56-00-5628	16.98
			07	WHEELS, WOOD HANDLE		** COMMENT **	
						INVOICE TOTAL:	347.07 *
	122523-D.HENNE	11/30/23	01	AUTO ZONE-EXHAUST ELBOW		01-410-56-00-5628	21.98
			02	MENARDS#110323-TARPS		01-410-56-00-5620	47.16
			03	MENARDS#110123-SHEATHING		01-410-56-00-5620	26.88
			04	DUTEK#1021969-HOSES		01-410-56-00-5628	87.50
			05	AHW#11763544-WHEELS		01-410-56-00-5628	462.10
						INVOICE TOTAL:	645.62 *
	122523-D.SMITH	11/30/23	01	MENARDS#111523-BRUSHES, DRIVE		79-790-56-00-5630	20.97
			02	BIT HOLDER		** COMMENT **	
			03	MENARDS#112723-PROPANE		79-790-56-00-5620	5.36
			04	CYLINDER		** COMMENT **	
			05	MENARDS#111723-WASHERS, BOLTS,		79-790-56-00-5640	21.01
			06	NUTS		** COMMENT **	
						INVOICE TOTAL:	47.34 *

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900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-E.DHUSE	11/30/23	01	AMAZON-DISPOSABLE GLOVES		51-510-56-00-5620	219.83
			02	AMAZON-COPY PAPER		52-520-56-00-5610	166.95
			03	AMAZON-MARKERS		52-520-56-00-5610	20.75
				INVOICE TOTAL:			407.53 *
	122523-E.HERNANDEZ	11/30/23	01	DUTEK#1021995-HOSES		01-410-56-00-5628	12.00
			02	NAPA#353954-ROUND VEHICLE SIDE		01-410-56-00-5628	28.22
			03	ACE-NUTS, BOLTS		01-410-56-00-5620	2.33
				INVOICE TOTAL:			42.55 *
	122523-E.WILLRETT	11/30/23	01	FV HEALTH-DRUG TESTING		79-795-54-00-5462	50.00
			02	FV HEALTH-DRUG TESTING		79-795-54-00-5462	55.00
			03	PHYSICIANS-DRUG TESTING		79-795-54-00-5462	55.00
			04	PHYSICIANS-DRUG TESTING		51-510-54-00-5462	67.00
			05	PHYSICIANS-DRUG TESTING		01-410-54-00-5462	67.00
			06	PHYSICIANS-DRUG TESTING		51-510-54-00-5462	67.00
			07	CDW-CABLE ADAPTER,CABLES		01-640-54-00-5450	42.48
			08	PHYSICIANS-DRUG TESTING		79-790-54-00-5462	55.00
			09	PHYSICIANS-DRUG TESTING		79-790-54-00-5462	67.00
			10	PHYSICIANS-DRUG TESTING		01-410-54-00-5462	100.00
			11	PARAGON-DELL ADAPTERS		01-640-54-00-5450	239.95
			12	AMAZON-AIR DUSTERS		01-110-56-00-5610	18.11
			13	AMAZON-ELECTRICAL TAPE		01-110-56-00-5610	14.98
			14	CDW-CABLE ADAPTER,CABLES		01-640-54-00-5450	277.41
				INVOICE TOTAL:			1,175.93 *
	122523-G.JOHNSON	11/30/23	01	MENARDS#110323-GARBAGE BAGS		51-510-56-00-5630	33.98
			02	SCRAPER		** COMMENT **	
				INVOICE TOTAL:			33.98 *
	122523-G.KLEEFISCH	11/30/23	01	MENARDS#112023-CITY HALL		79-790-56-00-5640	393.05
			02	CHRISTMAS DECOR		** COMMENT **	
			03	MENARDS#112223-TIMER,		79-790-56-00-5640	73.19
			04	ELECTRICAL TAPE, GOGGLES		** COMMENT **	
			05	NAPA#353255-BATTERY		79-790-56-00-5640	123.74
			06	MENARDS#112223-ELECTRICAL		79-790-56-00-5640	8.41
			07	PANEL		** COMMENT **	
			08	MENARDS#110823-SCREWS, SPADE		25-225-60-00-6010	45.52
			09	MENARDS#111523-FLOAT MATERIALS		79-790-56-00-5640	65.68
			10	MENARDS#111723-FLOAT MATERIALS		79-790-56-00-5640	18.09
				INVOICE TOTAL:			727.68 *
	122523-G.NELSON	11/30/23	01	OSWEGO PRINT-BUILDING		01-220-56-00-5620	742.00
			02	INSPECTION FORMS		** COMMENT **	
			03	GJOVIKS#430611-OIL CHANGE		01-220-54-00-5490	59.84

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900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-G.NELSON	11/30/23	04	AMAZON-RETURNED FOLDERS, TAPE		01-220-56-00-5610	-150.18
			05	TARGET-CHRISTMAS DECOR		01-220-56-00-5620	19.03
			06	TARGET-CHRISTMAS ORNAMENTS		01-220-56-00-5620	22.84
			07	TARGET-CHRISTMAS ORNAMENTS		01-220-56-00-5620	14.09
				INVOICE TOTAL:			707.62 *
	122523-G.STEFFENS	11/30/23	01	GJOVIKS#85438-SPARK PLUGS		01-410-56-00-5628	323.52
			02	MENARDS#111523-BLUEDEF,		52-520-56-00-5620	142.88
			03	SANITIZER, SOAP		** COMMENT **	
			04	MENARDS#112223-PLIERS, SPARK		01-410-56-00-5630	41.94
			05	PLUGS, LOCKING EXTENSION		** COMMENT **	
			06	NAPA#353772-SPARK PLUG KITS		52-520-56-00-5613	90.41
			07	MENARDS#112723-GUAGES, COUPLER		52-520-56-00-5613	8.97
			08	12V TESTER		** COMMENT **	
			09	HOME DEPO-MICROWAVE		52-520-56-00-5610	102.00
				INVOICE TOTAL:			709.72 *
	122523-J.ANDERSON	11/30/23	01	MENARDS#112223-GAP FILLER		79-790-56-00-5620	16.58
			02	FLATSOS-1 TUBE		79-790-56-00-5620	25.00
				INVOICE TOTAL:			41.58 *
	122523-J.BEHLAND	11/30/23	01	TRIBUNE-TAX LEVY HEARING		01-110-54-00-5426	535.50
			02	NOTICE		** COMMENT **	
			03	AMAZON-MOUSE		01-110-56-00-5610	27.05
			04	BEACON-SUBSCRIPTION RENEWAL		01-110-54-00-5460	6.00
				INVOICE TOTAL:			568.55 *
	122523-J.GALAUNER	11/30/23	01	MENARDS#111623-BUNGEES, VELCRO		79-795-56-00-5606	78.89
				INVOICE TOTAL:			78.89 *
	122523-J.JACKSON	11/30/23	01	NAPA#353649-HOSE		52-520-56-00-5628	375.75
			02	NAPA#353647-ACDELCO GM		52-520-56-00-5613	28.88
			03	NAPA#353648-ANTI FREEZE		52-520-56-00-5613	18.35
			04	HOME DEPO-SHOP VAC, FILTERS		52-520-56-00-5630	99.94
				INVOICE TOTAL:			522.92 *
	122523-J.JENSEN	11/30/23	01	IACP-ANNUAL DUES RENEWAL		01-210-54-00-5460	190.00
				INVOICE TOTAL:			190.00 *
	122523-J.PETRAGALLO	11/30/23	01	ICC-RESIDENTIAL BUILDING CODE		01-220-54-00-5412	290.00
			02	INSPECTOR EXAM REGISTRRAIN		** COMMENT **	
			03	MENARDS#111723-WATER		01-220-56-00-5620	17.94
				INVOICE TOTAL:			307.94 *
	122523-J.SLEEZER	11/30/23	01	MENARDS#111623-AIR HOSE		01-410-56-00-5620	39.99

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900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-J.SLEEZER	11/30/23	02	MENARDS#110923-COMPRESSION		01-410-56-00-5620	0.98
			03	SLEEVE		** COMMENT **	
			04	VANDER HAAGS-FUEL TANK		01-410-56-00-5628	707.80
				INVOICE TOTAL:			748.77 *
	122523-J.WHEELER	11/30/23	01	MENARDS#110923-RUG		79-795-56-00-5606	12.99
				INVOICE TOTAL:			12.99 *
	122523-K.BALOG	11/30/23	01	COMCAST-10/15-11/14 INTERNET		24-216-54-00-5446	830.00
			02	MARSHALLS-SEASONAL DECOR		01-210-56-00-5620	40.97
			03	TARGET-SEASONAL DECOR		01-210-56-00-5620	106.10
			04	FLASH DRIVES, DISCS		01-210-56-00-5610	188.38
			05	SHRED IT-NOV 2023 ONSITE		01-210-54-00-5462	251.89
			06	SHREDDING		** COMMENT **	
			07	ACCURINT-OCT 2023 SEARCHES		01-210-54-00-5462	200.00
				INVOICE TOTAL:			1,617.34 *
	122523-K.BARKSDALE	11/30/23	01	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5462	54.99
				INVOICE TOTAL:			54.99 *
	122523-K.GREGORY	11/30/23	01	FACEBOOK-HOLIDAY ADS		79-795-54-00-5426	34.63
			02	GINIFAB-CHRISTMAS HAWAIIAN		01-110-56-00-5610	855.88
			03	SHIRTS		** COMMENT **	
			04	MENARDS#110923-GIFT CARD		79-795-56-00-5606	25.00
				INVOICE TOTAL:			915.51 *
	122523-K.JONES	11/30/23	01	AMAZON-PAPER CLIPS		01-110-56-00-5610	15.73
			02	AMAZON-TAPE, ENVELOPES		01-110-56-00-5610	71.95
			03	FLOWERS.COM-INGEMUNSON		01-110-56-00-5610	77.54
			04	SYMPATHY FLOWERS		** COMMENT **	
			05	TARGET-CHRISTMAS ORNAMENTS		01-110-56-00-5610	39.36
			06	TARGET-CHRISTMAS TREES		01-110-56-00-5610	403.13
			07	TARGET-CHRISTMAS ORNAMENTS		01-110-56-00-5610	11.42
				INVOICE TOTAL:			619.13 *
	122523-M.CARYLE	11/30/23	01	CONSTANT CONTACT-NOV 2023		01-210-54-00-5462	35.00
			02	BILLING		** COMMENT **	
			03	GJOVIKS#434693-OIL CHANGE		01-210-54-00-5495	70.00
			04	GJOVIKS#434915-OIL CHANGE		01-210-54-00-5495	42.00
			05	GJOVIKS#435174-OIL CHANGE		01-210-54-00-5495	125.65
			06	GJOVIKS#435443-SIREN REPAIR		01-210-54-00-5495	415.60
			07	GJOVIKS#435446-OIL CHANGE		01-210-54-00-5495	70.65
			08	GJOVIKS#435694-TIRE REPAIR		01-210-54-00-5495	42.00
				INVOICE TOTAL:			800.90 *
	122523-M.CISIJA	11/30/23	01	AMAZON-NOTE PADS		01-110-56-00-5610	9.70

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900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-M.CISIJA	11/30/23	02	AMAZON-TISSUE, PENS, MARKERS		01-110-56-00-5610	37.72
			03	CORRECTION TAPE		** COMMENT **	
			04	AMAZON-HEADPHONES		01-110-56-00-5610	16.22
			05	TARGET-CHRISTMAS DECOR		01-110-56-00-5610	36.89
			06	TARGET-CHRISTMAS DECOR		01-110-56-00-5610	61.95
			07	MICHAELS-CHRISTMAS DECOR		01-110-56-00-5610	21.70
			08	TARGET-TOASTER		01-110-56-00-5610	22.99
			09	JEWEL-FORKS		01-110-56-00-5610	4.85
				INVOICE TOTAL:			212.02 *
	122523-M.DONOVAN	11/30/23	01	WALGREENS-INTERNET PHOTOS		79-795-56-00-5606	57.27
			02	JEWEL-SPOONS		79-795-56-00-5606	22.66
				INVOICE TOTAL:			79.93 *
	122523-M.MCGREGORY	11/30/23	01	MENARDS#FIELD BOX,GRIPPER		51-510-56-00-5630	31.98
				INVOICE TOTAL:			31.98 *
	122523-M.NELSON	11/30/23	01	AMAZON-FLASH DRIVES		01-210-56-00-5620	41.56
			02	AMAZON-GLOVES		01-210-56-00-5620	32.97
			03	EQUIFAX-VERIFICATION SERVICES		01-210-54-00-5411	109.00
			04	NASRO-2024 SCHOOL SAFETY		01-210-54-00-5412	500.00
			05	CONFERENCE REGISTRATION		** COMMENT **	
			06	SOUTHWEST-NASRO CONFERENCE		01-210-54-00-5415	370.96
			07	TRANSPORTATION		** COMMENT **	
				INVOICE TOTAL:			1,054.49 *
	122523-M.SENG	11/30/23	01	FLATSOS#29738-2 TIRES		01-410-54-00-5490	490.00
			02	NAPA#353759-CLEANERS		01-410-56-00-5620	53.94
			03	O'REILLY-CLEANERS		01-410-56-00-5620	27.97
				INVOICE TOTAL:			571.91 *
	122523-P.MCMAHON	11/30/23	01	NEST-MONTHLY AWARE FEE		01-210-54-00-5460	8.00
				INVOICE TOTAL:			8.00 *
	122523-P.RATOS	11/30/23	01	AMAZON-PANTS-RATOS		01-220-56-00-5620	140.94
			02	ICC-MEMBERSHIP RENEWAL		01-220-54-00-5460	160.00
				INVOICE TOTAL:			300.94 *
	122523-P.SCODRO	11/30/23	01	MENARDS#111723-SCREWS, CABLE		51-510-56-00-5620	57.77
			02	TIES, DUCT SEALING COMPOUND		** COMMENT **	
			03	KEYME-KEY		51-510-56-00-5620	5.43
				INVOICE TOTAL:			63.20 *
	122523-R.CONARD	11/30/23	01	AWWA-WATER LICENSE COURSE		51-510-54-00-5412	72.00
			02	MENARDS#112223-PLUG,VALVE KIT		51-510-56-00-5640	19.48

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900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-R.CONARD	11/30/23	03	MENARDS#111623-FUEL PREMIX		51-510-56-00-5620	23.98
			04	MENARDS#110123-EXTENSION		51-510-56-00-5630	215.86
			05	WAND, PEAK FLUID, MESH, CHISEL		** COMMENT **	
			06	SET, FLASHLIGHT		** COMMENT **	
			07	MENARDS#103123-COUPLING		51-510-56-00-5620	44.90
			08	MENARDS#110323-NIPPLES, TOWEL		51-510-56-00-5640	36.44
			09	HOLDER, UNION, BALL VALVE		** COMMENT **	
			10	MENARDS#110123-CABLE PULLER,		51-510-56-00-5620	103.91
			11	PVC PIPE, EXTENSION WAND		** COMMENT **	
			12	CASEYS-ICE		51-510-56-00-5620	3.22
				INVOICE TOTAL:			519.79 *
	122523-R.FREDRICKSON	11/30/23	01	YORK POST-JRB PACKET POSTAGE		87-870-54-00-5462	6.14
			02	YORK POST-JRB PACKET POSTAGE		88-880-54-00-5462	6.14
			03	YORK POST-JRB PACKET POSTAGE		89-890-54-00-5462	6.14
			04	COMCAST-10/13-11/12 INTERNET		51-510-54-00-5440	116.85
			05	AT 610 TOWER		** COMMENT **	
			06	COMCAST-10/15-11/14 INTERNET		79-795-54-00-5440	200.80
			07	AT 102 E VAN EMMON		** COMMENT **	
			08	IPASS-TRANSPONDER REFILL		01-000-14-00-1415	20.00
			09	NEWTEK-11/11-12/11 WEB HOSTING		01-640-54-00-5450	17.21
			10	COMCAST-10/29-11/28 INTERNET,		79-790-54-00-5440	253.32
			11	VOICE & CABLE AT 185 WOLF ST		** COMMENT **	
			12	COMCAST-10/30-11/29 INTERNET		52-520-54-00-5440	31.58
			13	AT 610 TOWER LN		** COMMENT **	
			14	COMCAST-10/30-11/29 INTERNET		51-510-54-00-5440	78.95
			15	AT 610 TOWER LN		** COMMENT **	
			16	COMCAST-10/30-11/29 INTERNET		01-410-54-00-5440	126.32
			17	AT 610 TOWER LN		** COMMENT **	
				INVOICE TOTAL:			863.45 *
	122523-R.HORNER	11/30/23	01	ABRAFAST-RODS, NUTS, WASHERS		25-225-60-00-6010	436.62
			02	GRAND RENTAL-HAMMER DRILL		79-790-54-00-5485	68.82
			03	MENARDS#110923-CHRISTMAS DECOR		79-790-56-00-5640	65.54
			04	MENARDS#110823-FLAG POLES		79-790-56-00-5640	51.47
			05	MENARDS#112023-PAINT		79-790-56-00-5640	16.98
			06	MENARDS#111523-AKONAFLEX PRO		79-790-56-00-5640	71.96
			07	MENARDS#111523-CAULK		79-790-56-00-5630	29.96
				INVOICE TOTAL:			741.35 *
	122523-R.MIKOLASEK	11/30/23	01	BLUE PEAK-ANNUAL SKILLS		01-210-54-00-5462	520.00
			02	MANAGER SOFTWARE SUBSCRIPTION		** COMMENT **	
			03	IACP-ANNUAL MEMBERSHIP DUES		01-210-54-00-5460	190.00
			04	O'HERRON-HELMET, BUNGEES		01-210-56-00-5620	822.00
			05	IFPCA-ANNUAL DUES RENEWAL		01-210-54-00-5411	400.00
				INVOICE TOTAL:			1,932.00 *

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-R.WOOLSEY	12/11/23	01	POLLARD-HYDRO WRENCH		51-510-56-00-5640	98.08
			02	POLLARD-HYDRO FLAGS		51-510-56-00-5640	167.86
			03	ARNESON#237450-OCT 2023 DIESEL		01-410-56-00-5695	67.40
			04	ARNESON#237450-OCT 2023 DIESEL		51-510-56-00-5695	67.40
			05	ARNESON#237450-OCT 2023 DIESEL		52-520-56-00-5695	67.40
			06	ARNESON#237376-OCT 2023 GAS		01-410-56-00-5695	265.92
			07	ARNESON#237376-OCT 2023 GAS		51-510-56-00-5695	265.92
			08	ARNESON#237376-OCT 2023 GAS		52-520-56-00-5695	265.92
			09	ARNESON#237449-OCT 2023 GAS		01-410-56-00-5695	275.17
			10	ARNESON#237449-OCT 2023 GAS		51-510-56-00-5695	275.17
			11	ARNESON#237449-OCT 2023 GAS		52-520-56-00-5695	275.17
			12	AQUAFIX-VITASTIM GREASE		52-520-56-00-5613	1,088.63
			13	MINER#347387-NOV 2023 MANAGED		01-410-54-00-5462	366.85
			14	SERVICIES RADIO		** COMMENT **	
			15	MINER#347387-NOV 2023 MANAGED		51-510-54-00-5462	430.65
			16	SERVICES RADIO		** COMMENT **	
			17	MINER#347387-NOV 2023 MANAGED		52-520-54-00-5462	287.10
			18	SERVICES RADIO		** COMMENT **	
			19	MINER#347387-NOV 2023 MANAGED		79-790-54-00-5462	510.40
			20	SERVICES RADIO		** COMMENT **	
			21	WATER PRODUCTS-COUPLING		51-510-56-00-5640	72.82
			22	WATER PRODUCTS-RUBBER VALVE,		51-510-56-00-5640	1,434.00
			23	VALVE SEAT, VALVE PLATE,		** COMMENT **	
			24	COUPLING SLEEVE, NUT OIL		** COMMENT **	
			25	WATER PRODUCTS-BAND REPAIR		51-510-56-00-5640	645.25
			26	CLAMPS		** COMMENT **	
			27	WATER PRODUCTS-B BOX, CURB BOX		51-510-56-00-5640	1,352.40
			28	CURB BOX REPAIR KIT, PLUG LIDS		** COMMENT **	
			29	FOX RIDGE-GRAVEL		51-510-56-00-5640	195.00
			30	FOX RIDGE-GRAVEL		51-510-56-00-5640	65.00
			31	AMPERAGE-BULBS		23-230-56-00-5642	357.84
			32	AMPERAGE-BALLAST KITS		23-230-56-00-5642	145.02
			33	AMPERAGE-LAMPS		23-230-56-00-5642	358.56
			34	AMPERAGE-LAMPS		23-230-56-00-5642	5.85
			35	AMPERAGE-LAMPS		23-230-56-00-5642	178.20
			36	ARNESON#233085-OCT 2023 GAS		01-410-56-00-5695	227.76
			37	ARNESON#233085-OCT 2023 GAS		51-510-56-00-5695	227.77
			38	ARNESON#233085-OCT 2023 GAS		52-520-56-00-5695	227.77
			39	ARNESON#233084-OCT 2023 DIESEL		01-410-56-00-5695	274.47
			40	ARNESON#233084-OCT 2023 DIESEL		51-510-56-00-5695	274.46
			41	ARNESON#233084-OCT 2023 DIESEL		52-520-56-00-5695	274.46
			42	FIRST PLACE-AUGER RENTAL		24-216-56-00-5656	69.54
			43	FERGUSON-DRIVE SOCKETS		51-510-56-00-5640	177.07
			44	METRO IND-MONTHLY METRO CLOUD		52-520-54-00-5444	270.00
			45	DATA SERVICE FOR LIFT STATIONS		** COMMENT **	

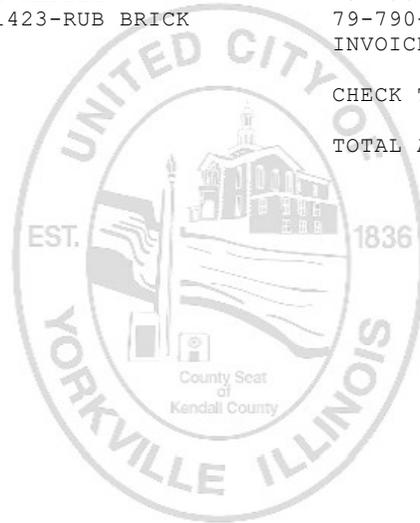
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-R.WOOLSEY	12/11/23	46	FERGUSON-MAGNETIC LOCATOR		51-510-54-00-5490	308.94
			47	REPAIR		** COMMENT **	
			48	ARNESON#685895-HYDRAULIC OIL		01-410-56-00-5695	183.33
			49	ARNESON#685895-HYDRAULIC OIL		51-510-56-00-5695	183.33
			50	ARNESON#685895-HYDRAULIC OIL		52-520-56-00-5695	183.33
			51	CINTAS#0F9076443-QUARTERLY		51-510-54-00-5445	283.15
			52	MONITORING AT 610 TOWER		** COMMENT **	
			53	CINTAS#0F94076425-QUARTERLY		51-510-54-00-5445	283.15
			54	MONITORING AT 3299 LEHMAN		** COMMENT **	
			55	CINTAS#0F94076424-QUARTERLY		51-510-54-00-5445	283.15
			56	MONITORING AT 2344 TREMONT		** COMMENT **	
			57	ARNESON#243855-NOV 2023 DIESEL		01-410-56-00-5695	283.17
			58	ARNESON#243855-NOV 2023 DIESEL		51-510-56-00-5695	283.17
			59	ARNESON#243855-NOV 2023 DIESEL		52-520-56-00-5695	283.18
			60	ARNESON#243854-NOV 2023 GAS		01-410-56-00-5695	305.41
			61	ARNESON#243854-NOV 2023 GAS		51-510-56-00-5695	305.41
			62	ARNESON#243854-NOV 2023 GAS		52-520-56-00-5695	305.41
			63	AMPERAGE-LAMPS, TORK, BALLAST		23-230-56-00-5642	502.86
			64	AMPERAGE-BALLAST KIT, LAMPS,		23-230-56-00-5642	213.73
			65	TAPE, NUTS		** COMMENT **	
			66	AMPERAGE-BALLAST KIT, PHOTO		23-230-56-00-5642	306.90
			67	CONTROL, TORKS		** COMMENT **	
			68	AMPERAGE-LAMPS		23-230-56-00-5642	29.70
			69	AMPERAGE-LAMPS		23-230-56-00-5642	59.40
			70	AMPERAGE-LAMPS		24-216-56-00-5656	14.85
			71	AMPERAGE-BALLAST KITS		23-230-56-00-5642	-109.18
			72	METRO IND-COUNTRYSIDE LIFT		52-520-54-00-5444	1,316.25
			73	REPAIR		** COMMENT **	
			74	WATER PRODUCTS-STANDPIPE		51-510-56-00-5640	113.40
			75	GASKETS		** COMMENT **	
			76	WATER PRODUCTS-MEDALLIONS		51-510-56-00-5640	1,745.00
			77	ARNESON#685888-MOTOR OIL		01-410-56-00-5695	908.25
			78	ARNESON#685888-MOTOR OIL		51-510-56-00-5695	908.25
			79	ARNESON#685888-MOTOR OIL		52-520-56-00-5695	908.24
				INVOICE TOTAL:			22,000.06 *
	122523-S.AUGUSTINE	11/30/23	01	AMAZON-BOOK		82-000-24-00-2480	11.96
			02	MOBILE CITIZEN-8 HOTSPOTS		82-820-54-00-5440	960.00
			03	WITH 12 MONTH COVERAGE		** COMMENT **	
			04	AMAZON-REFUND FOR BOOK		82-000-24-00-2480	-11.96
			05	AMAZON-LAMINATOR, MARKERS		82-820-56-00-5620	309.28
			06	QUILL-LABELS, CALENDAR,		82-820-56-00-5610	130.07
			07	BINGER CLIPS, STAPLES,		** COMMENT **	
			08	BINDERS, TAB DIVIDERS, PAPER		** COMMENT **	
			09	CLIPS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-S.AUGUSTINE	11/30/23	10	QUILL-TONER		82-820-56-00-5610	522.89
			11	AMAZON PRIME MONTHLY FEE		82-820-54-00-5460	14.99
			12	ADS-ANNUAL ALARM MONITORING		82-820-54-00-5462	1,742.76
			13	ILA-2023 LEGISLATIVE MEET UP		82-820-54-00-5412	55.00
			14	AMAZON-GLAZE, MARKERS		82-000-24-00-2480	24.41
			15	AMAZON-CARDSTOCK		82-820-56-00-5610	25.32
			16	AMAZON-POLAR EXPRESS SUPPLIES		82-000-24-00-2480	186.75
			17	QUILL-TISSUE, WINDEX, PAPER		82-820-56-00-5621	798.46
			18	TOWEL, GARBAGE BAGS, SOAP		** COMMENT **	
			19	AMAZON-ENVELOPES, NOISE MAKERS		82-000-24-00-2480	21.94
				INVOICE TOTAL:			4,791.87 *
	122523-S.IWANSKI	11/30/23	01	YORK POST-POSTAGE		82-820-54-00-5452	83.12
				INVOICE TOTAL:			83.12 *
	122523-S.REDMON	11/30/23	01	AT&T-TOWN SQUARE SIGN MONTHLY		79-795-54-00-5440	104.70
			02	INTERNET		** COMMENT **	
			03	USPS-SANTA LETTER POSTAGE		79-795-54-00-5452	41.25
			04	COLLINS AWARDS-HOLIDAY EVENT		79-795-56-00-5606	238.45
			05	AWARDS		** COMMENT **	
			06	AMAZON-TAPE		79-795-56-00-5606	11.89
			07	AMAZON-HOT CHOCOLATE		79-795-56-00-5606	67.60
			08	ARNESON#233086-OCT 2023 DIESEL		79-790-56-00-5695	193.33
			09	ARNESON#538107-OCT 2023 DIESEL		79-790-56-00-5695	221.44
			10	ARNESON#238104-OCT 2023 GAS		79-790-56-00-5695	469.12
			11	ARNESON#237377-OCT 2023 DIESEL		79-790-56-00-5695	549.46
			12	ARNESON#233087-OCT 2023 GAS		79-790-56-00-5695	669.42
			13	ARNESON#238105-OCT 2023 DIESEL		79-790-56-00-5695	418.08
			14	ARNESON#238106-OCT 2023 GAS		79-790-56-00-5695	757.93
			15	ARNESON#237452-OCT 2023 GAS		79-790-56-00-5695	988.54
			16	AMAZON-RUDOLF RUN SUPPLIES		79-795-56-00-5606	470.19
			19	AMAZON-MOBILE SANTA DECOR		79-795-56-00-5606	542.05
			20	RUNCO-PAPER TOWEL		79-795-56-00-5640	42.39
			21	RUNCO-TAPE, FILE BOXES, MARKERS		79-795-56-00-5610	176.82
			22	AMAZON-PRESCHOOL SUPPLIES		79-795-56-00-5606	149.95
			23	FUN EXPRESS-5K RUN SUPPLIES		79-795-56-00-5606	242.22
			24	ETSY-HOLIDAY BOOK DOWNLOAD		79-795-56-00-5606	4.81
			25	AMAZON-HOT CHOCOLATE		79-795-56-00-5606	22.50
			26	AMAZON-HOT CHOCOLATE		79-795-56-00-5606	22.50
			27	AMAZON-HOT CHOCOLATE		79-795-56-00-5606	22.50
			28	AMAZON-CRINKLE CUT PAPER		79-795-56-00-5606	32.89
			29	AMAZON-ARTIFICIAL SNOW		79-795-56-00-5606	28.98
			30	AMAZON-PACKING PEANUTS		79-795-56-00-5606	29.98
			31	CONTAIN IT-USED CARGO		25-225-60-00-6010	4,740.00
			32	CONTAINERS		** COMMENT **	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-S.REDMON	11/30/23	33	FSP-DAMAGED SUPPLY CREDIT		79-795-56-00-5606	-162.00
			34	WALMART-5K RACE SUPPLIES		79-795-56-00-5606	122.74
			35	ALDI-COCOA, WHIP CREAM		79-795-56-00-5606	33.25
			36	AMAZON-CANDY CANES		79-795-56-00-5606	105.90
			37	FUN EXPRESS-BREAKFAST WITH		79-795-56-00-5606	109.41
			38	SANTA SUPPLIES		** COMMENT **	
			39	WALMART-REINDEER FOOD SUPPLIES		79-795-56-00-5606	16.90
			40	AMAZON-RETURNED BACKDROP		79-795-56-00-5606	-72.99
				INVOICE TOTAL:			11,412.20 *
	122523-S.REMUS	11/30/23	01	GRACE-REIMBURSED CHARGE		01-000-24-00-2440	17.28
				INVOICE TOTAL:			17.28 *
	122523-S.SENDRA	11/30/23	01	DOLLAR TREE-SANTA DECORATING		79-795-56-00-5606	37.50
			02	SUPPLIES		** COMMENT **	
			03	WALMART-HOLIDAY CELEBRATION		79-795-56-00-5606	188.26
			04	SUPPLIES		** COMMENT **	
			05	KOHL'S-ELF OUTFITS		79-795-56-00-5606	67.20
			06	AMAZON-CONSTRUCTION PAPER,		79-795-56-00-5606	113.99
			07	STICKERS, COTTON SWABS		** COMMENT **	
			08	AMAZON-SNOWFLAKE BAGS		79-795-56-00-5606	14.96
				INVOICE TOTAL:			421.91 *
	122523-S.SLEEZER	11/30/23	01	MENARDS#112023-WRENCH		79-790-56-00-5630	24.97
			02	CENTRAL SOD-SOD		25-225-60-00-6010	780.00
			03	PARADISE-OCT 2023 CAR WASHES		79-790-54-00-5495	150.00
			04	WINDING CREEK-TREES		01-410-54-00-5458	3,000.00
			05	WINDING CREEK-SHADE TREES		79-790-56-00-5640	1,980.00
				INVOICE TOTAL:			5,934.97 *
	122523-T.EVANS	11/30/23	01	NRPA-ANNUAL DUE RENEWAL		79-795-54-00-5460	700.00
				INVOICE TOTAL:			700.00 *
	122523-T.HOULE	11/30/23	01	ZORO-RATCHET SUSPENSION		79-790-56-00-5620	180.96
			02	MENARDS#110823-LIGHTS, BOWS,		79-790-56-00-5640	101.76
			03	VACUUM PLUG, ELECTRICAL TAPE		** COMMENT **	
			04	MENARDS#110823-ARMORED PLUGS		79-790-56-00-5640	20.34
			05	MENARDS#110323-MASKS, PADLOCKS		79-790-56-00-5620	52.97
			06	NAPA#353671-LIGHTS		79-790-56-00-5640	22.99
			07	MENARDS#110923-CHRISTMAS DECOR		79-790-56-00-5640	154.65
			08	1000 BULBS-CHRISTMAS LIGHTS		79-790-56-00-5640	183.47
				INVOICE TOTAL:			717.14 *
	122523-T.MILSCHEWSKI	11/30/23	01	MENARDS#111323-SILICONE, FUEL		24-216-56-00-5656	119.84
			02	PREMIX		** COMMENT **	

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900141	FNBO	FIRST NATIONAL BANK OMAHA			12/25/23		
	122523-T.MILSCHEWSKI	11/30/23	03	MENARDS#110823-HANGERS, WASHER		24-216-56-00-5656	17.40
			04	SCREWS		** COMMENT **	
			05	MENARDS#110623-TOTES, GLOVES		24-216-56-00-5656	39.43
			06	MENARDS#103123-HEATER		24-216-56-00-5656	129.00
			07	MENARDS#103023-BATTERIES		24-216-56-00-5656	18.99
				INVOICE TOTAL:			324.66 *
	122523-T.SCOTT	11/30/23	01	MENARDS#111423-TAP ADAPTER		79-790-56-00-5640	31.08
			02	ACE-PROPANE REFILL		79-790-56-00-5620	59.98
			03	MENARDS#111423-RUB BRICK		79-790-56-00-5630	16.30
				INVOICE TOTAL:			107.36 *
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				TOTAL AMOUNT PAID:			75,365.57



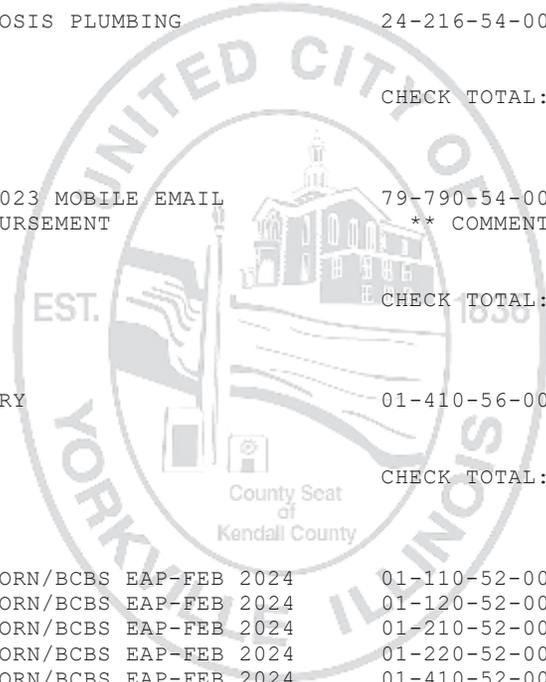
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131229	KCR	KENDALL COUNTY RECORDER'S		12/29/23		
	151219	12/29/23	01 BRIGHT FARMS EASEMENT		52-520-54-00-5462	57.00
			02 NEW LEAF ORDINANCE		90-196-00-00-0011	57.00
					INVOICE TOTAL:	114.00 *
					CHECK TOTAL:	114.00
					TOTAL AMOUNT PAID:	114.00



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

INVOICES DUE ON/BEFORE 01/09/2024

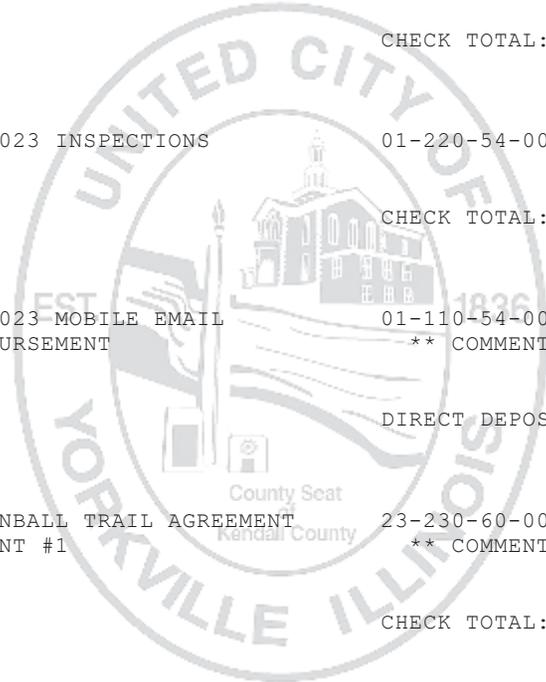
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539886	ALTORFER TM500493067	ALTORFER INDUSTRIES, INC 12/06/23	01	REPAIR TRANS OIL LEAK	51-510-54-00-5490		4,714.83 INVOICE TOTAL: 4,714.83 *
					CHECK TOTAL:		4,714.83
539887	ANDERSEN 4867826	ANDERSEN PLUMBING & HEATING 10/23/23	01	DIAGNOSIS PLUMBING	24-216-54-00-5446		81.00 INVOICE TOTAL: 81.00 *
					CHECK TOTAL:		81.00
539888	ANDERSJA 010124	JARED ANDERSON 01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					CHECK TOTAL:		45.00
539889	BATTERY S 0104753	BATTERY SERVICE CORPORATION 11/22/23	01	BATTERY	01-410-56-00-5628		94.95 INVOICE TOTAL: 94.95 *
					CHECK TOTAL:		94.95
539890	BCBS F015083-FEB 2024	BLUE CROSS BLUE SHIELD 12/21/23	01 02 03 04 05	DEARBORN/BCBS EAP-FEB 2024 DEARBORN/BCBS EAP-FEB 2024 DEARBORN/BCBS EAP-FEB 2024 DEARBORN/BCBS EAP-FEB 2024 DEARBORN/BCBS EAP-FEB 2024	01-110-52-00-5222 01-120-52-00-5222 01-210-52-00-5222 01-220-52-00-5222 01-410-52-00-5222		5.64 4.94 49.35 10.23 10.68



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

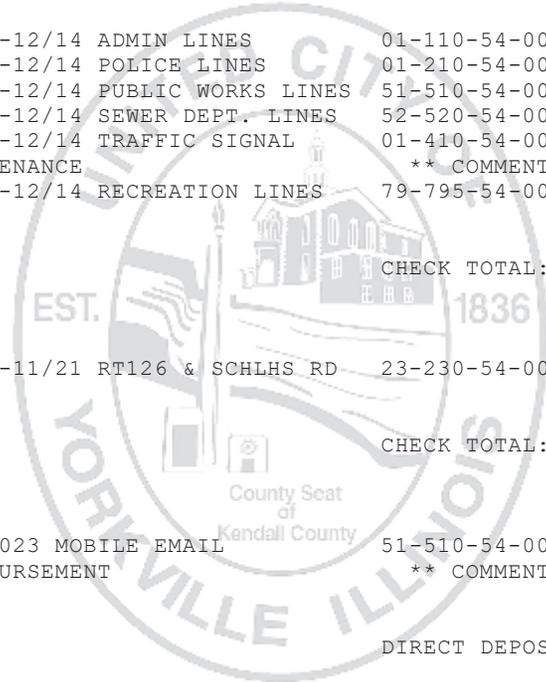
INVOICES DUE ON/BEFORE 01/09/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539890	BCBS	BLUE CROSS BLUE SHIELD						
	F015083-FEB 2024	12/21/23	06	DEARBORN/BCBS EAP-FEB 2024	24-216-52-00-5222		2.82	
			07	DEARBORN/BCBS EAP-FEB 2024	51-510-52-00-5222		10.71	
			08	DEARBORN/BCBS EAP-FEB 2024	52-520-52-00-5222		4.33	
			09	DEARBORN/BCBS EAP-FEB 2024	79-790-52-00-5222		13.39	
			10	DEARBORN/BCBS EAP-FEB 2024	79-795-52-00-5222		10.58	
			11	DEARBORN/BCBS EAP-FEB 2024	82-820-52-00-5222		7.05	
				INVOICE TOTAL:			129.72 *	
				CHECK TOTAL:			129.72	
539891	BFCONSTR	B&F CONSTRUCTION CODE SERVICES						
	18631	12/19/23	01	NOV 2023 INSPECTIONS	01-220-54-00-5459		15,920.00	
				INVOICE TOTAL:			15,920.00 *	
				CHECK TOTAL:			15,920.00	
D003237	BLYSTONB	BOBBIE BLYSTONE						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-110-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
				INVOICE TOTAL:			45.00 *	
				DIRECT DEPOSIT TOTAL:			45.00	
539892	BRISTTWN	BRISTOL TOWNSHIP						
	CANNONBALL TRL #1	12/31/23	01	CANNONBALL TRAIL AGREEMENT	23-230-60-00-6025		50,000.00	
			02	PAYMENT #1	** COMMENT **			
				INVOICE TOTAL:			50,000.00 *	
				CHECK TOTAL:			50,000.00	
D003238	BROWND	DAVID BROWN						
01-110	ADMIN		12-112	SUNFLOWER SSA			84-840	LIBRARY CAPITAL
01-120	FINANCE		15-155	MOTOR FUEL TAX (MFT)	25-225	PARK & RECREATION CAPITAL	87-870	COUNTRYSIDE TIF
01-210	POLICE		23-230	CITY WIDE CAPITAL	51-510	WATER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT		24-216	BUILDING & GROUNDS	52-520	SEWER OPERATIONS	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS		25-205	POLICE CAPITAL	79-790	PARKS DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES		25-212	GENERAL GOVERNMENT CAPITAL	79-795	RECREATION DEPARTMENT	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA		25-215	PUBLIC WORKS CAPITAL	82-820	LIBRARY OPERATIONS		



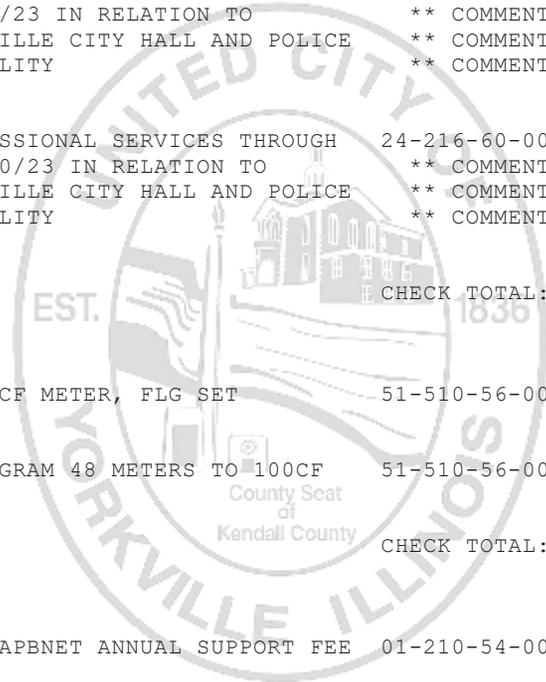
INVOICES DUE ON/BEFORE 01/09/2024

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D003238	BROWND	DAVID BROWN						
	010124		01/01/24	01	DEC 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
539893	CALLONE	PEERLESS NETWORK, INC						
	37510		11/15/23	01	11/15-12/14 ADMIN LINES	01-110-54-00-5440		223.64
				02	11/15-12/14 POLICE LINES	01-210-54-00-5440		572.38
				03	11/15-12/14 PUBLIC WORKS LINES	51-510-54-00-5440		4,924.57
				04	11/15-12/14 SEWER DEPT. LINES	52-520-54-00-5440		241.36
				05	11/15-12/14 TRAFFIC SIGNAL	01-410-54-00-5435		63.87
				06	MAINTENANCE	** COMMENT **		
				07	11/15-12/14 RECREATION LINES	79-795-54-00-5440		241.24
						INVOICE TOTAL:		6,267.06 *
						CHECK TOTAL:		6,267.06
539894	COMED	COMMONWEALTH EDISON						
	0435057364-1123		11/21/23	01	10/23-11/21 RT126 & SCHLHS RD	23-230-54-00-5482		113.12
						INVOICE TOTAL:		113.12 *
						CHECK TOTAL:		113.12
D003239	CONARDR	RYAN CONARD						
	010124		01/01/24	01	DEC 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
539895	CORDOGAN	CORDOGAN CLARK & ASSOCIATES						
				01-110	ADMIN			
				01-120	FINANCE			
				01-210	POLICE			
				01-220	COMMUNITY DEVELOPMENT			
				01-410	STREETS OPERATIONS			
				01-640	ADMINISTRATIVE SERVICES			
				11-111	FOX HILL SSA			
				12-112	SUNFLOWER SSA			
				15-155	MOTOR FUEL TAX (MFT)			
				23-230	CITY WIDE CAPITAL			
				24-216	BUILDING & GROUNDS			
				25-205	POLICE CAPITAL			
				25-212	GENERAL GOVERNMENT CAPITAL			
				25-215	PUBLIC WORKS CAPITAL			
				25-225	PARK & RECREATION CAPITAL			
				51-510	WATER OPERATIONS			
				52-520	SEWER OPERATIONS			
				79-790	PARKS DEPARTMENT			
				79-795	RECREATION DEPARTMENT			
				82-820	LIBRARY OPERATIONS			
				84-840	LIBRARY CAPITAL			
				87-870	COUNTRYSIDE TIF			
				88-880	DOWNTOWN TIF			
				89-890	DOWNTOWN II TIF			
				90-XXX	DEVELOPER ESCROW			
				95-000	ESCROW DEPOSIT			



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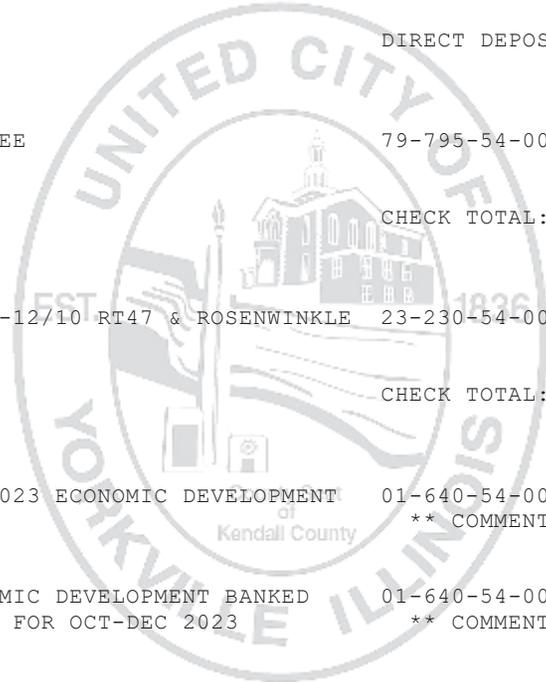
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539895	CORDOGAN	CORDOGAN CLARK & ASSOCIATES						
	26054	01/15/23	01	PROFESSIONAL SERVICES THROUGH	24-216-60-00-6030		5,061.17	
			02	12/31/22 IN RELATION TO	** COMMENT **			
			03	YORKVILLE CITY HALL AND POLICE	** COMMENT **			
			04	FACILITY	** COMMENT **			
					INVOICE TOTAL:		5,061.17 *	
	26169	02/15/23	01	PROFESSIONAL SERVICES THROUGH	24-216-60-00-6030		2,748.00	
			02	01/31/23 IN RELATION TO	** COMMENT **			
			03	YORKVILLE CITY HALL AND POLICE	** COMMENT **			
			04	FACILITY	** COMMENT **			
					INVOICE TOTAL:		2,748.00 *	
	26522	07/15/23	01	PROFESSIONAL SERVICES THROUGH	24-216-60-00-6030		4,997.06	
			02	06/30/23 IN RELATION TO	** COMMENT **			
			03	YORKVILLE CITY HALL AND POLICE	** COMMENT **			
			04	FACILITY	** COMMENT **			
					INVOICE TOTAL:		4,997.06 *	
					CHECK TOTAL:		12,806.23	
539896	COREMAIN	CORE & MAIN LP						
	T981515	12/07/23	01	1 100CF METER, FLG SET	51-510-56-00-5664		1,725.23	
					INVOICE TOTAL:		1,725.23 *	
	U027927	12/04/23	01	REPROGRAM 48 METERS TO 100CF	51-510-56-00-5664		6,816.00	
					INVOICE TOTAL:		6,816.00 *	
					CHECK TOTAL:		8,541.23	
539897	CRITICAL	CRITICAL REACH						
	3666	12/12/23	01	2024 APBNET ANNUAL SUPPORT FEE	01-210-54-00-5462		515.00	
					INVOICE TOTAL:		515.00 *	
					CHECK TOTAL:		515.00	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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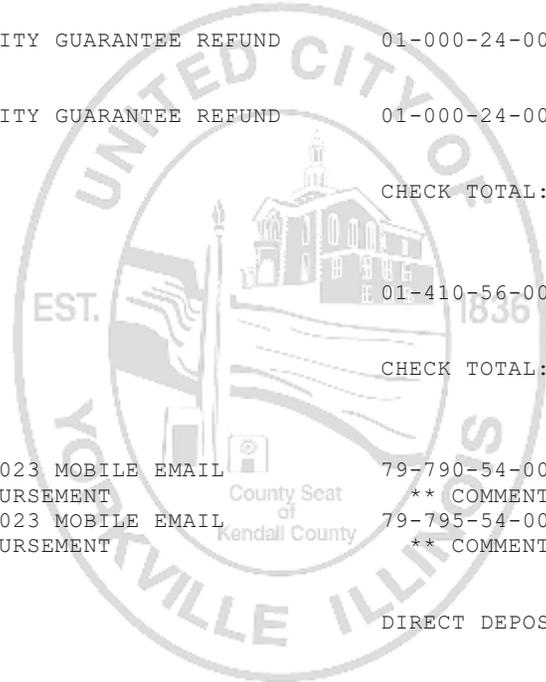
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D003240	DHUSEE DHUSE, ERIC						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	DEC 2023 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	DEC 2023 MOBILE EMAIL	51-510-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539898	DIETERG GARY M. DIETER						
	121623	12/16/23	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
539899	DIRENRGY DIRECT ENERGY BUSINESS						
	1704717-233480053248	12/14/23	01	11/08-12/10 RT47 & ROSENWINKLE	23-230-54-00-5482		60.24
					INVOICE TOTAL:		60.24 *
					CHECK TOTAL:		60.24
D003241	DLK DLK, LLC						
	268	12/27/23	01	DEC 2023 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,685.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,685.00 *
	272	12/27/23	01	ECONOMIC DEVELOPMENT BANKED	01-640-54-00-5486		14,155.00
			02	HOURS FOR OCT-DEC 2023	** COMMENT **		
					INVOICE TOTAL:		14,155.00 *
					DIRECT DEPOSIT TOTAL:		23,840.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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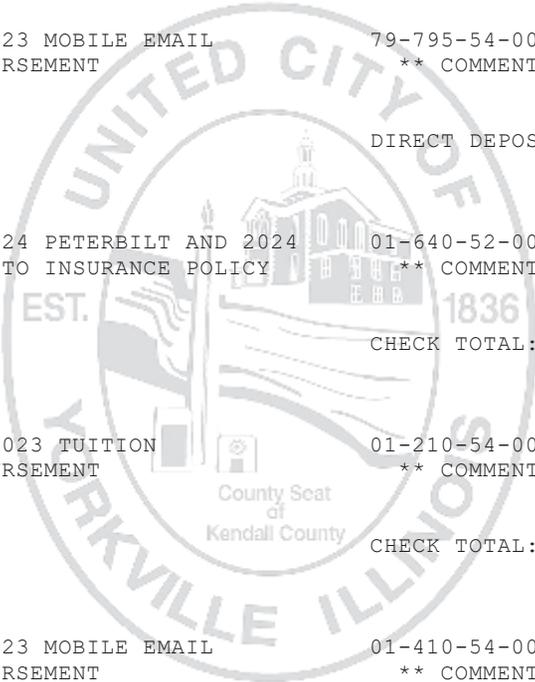
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539900	DONOVANM MICHAEL DONOVAN						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
539901	DRHCAMBR DR HORTON-MIDWEST						
	3743 BAILEY	12/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	3747 BAILEY	12/19/23	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		10,000.00
539902	DUTEK THOMAS & JULIE FLETCHER						
	1022203	12/07/23	01	HOSES	01-410-56-00-5628		62.50
					INVOICE TOTAL:		62.50 *
					CHECK TOTAL:		62.50
D003242	EVANST TIM EVANS						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003243	FREDRICK ROB FREDRICKSON						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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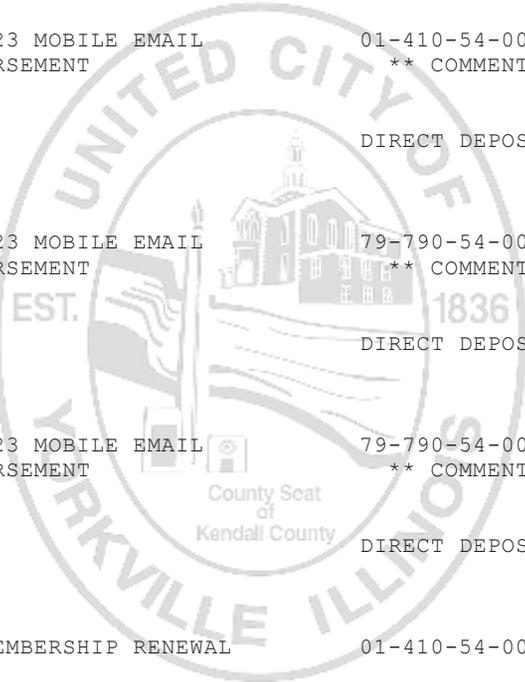
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D003243	FREDRICR ROB FREDRICKSON						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003244	GALAUNEJ JAKE GALAUNER						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539903	GLATFELT GLATFELTER UNDERWRITING SRVS.						
	118642129	12/19/23	01	ADD 2024 PETERBILT AND 2024	01-640-52-00-5231		2,438.00
			02	TYMCO TO INSURANCE POLICY	** COMMENT **		
					INVOICE TOTAL:		2,438.00 *
					CHECK TOTAL:		2,438.00
539904	HARTROB ROBBIE HART						
	2023 FALL TUITION	12/27/23	01	FALL 2023 TUITION	01-210-54-00-5410		1,206.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		1,206.00 *
					CHECK TOTAL:		1,206.00
D003245	HENNED DURK HENNE						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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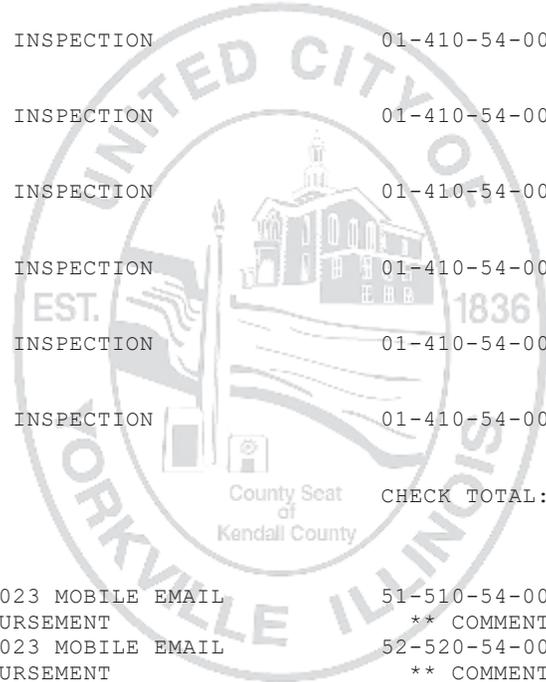
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D003246	HERNANDA ADAM HERNANDEZ						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003247	HERNANDN NOAH HERNANDEZ						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003248	HORNERR RYAN HORNER						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003249	HOULEA ANTHONY HOULE						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539905	IPWMAN ILLINOIS PUBLIC WORKS						
	2483	12/11/23	01	2024 MEMBERSHIP RENEWAL	01-410-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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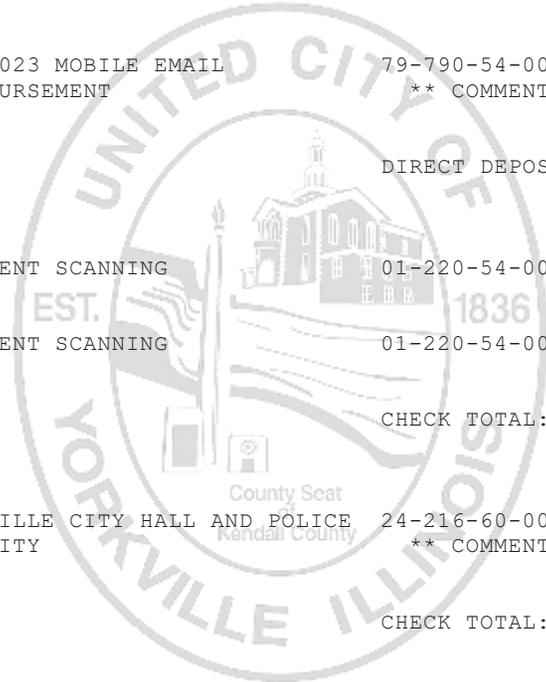
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D003250	JACKSONJ 010124	JAMIE JACKSON 01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440 ** COMMENT **		45.00
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539906	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	200506	11/21/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	200511	11/21/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	200551	11/28/23	01	TRUCK INSPECTION	01-410-54-00-5490		44.00
					INVOICE TOTAL:		44.00 *
	200603	12/01/23	01	TRUCK INSPECTION	01-410-54-00-5490		67.00
					INVOICE TOTAL:		67.00 *
	200740	12/08/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
	20645	12/04/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00
					INVOICE TOTAL:		43.00 *
					CHECK TOTAL:		283.00
D003251	JOHNGEOR	GEORGE JOHNSON					
	010124	01/01/24	01 02 03 04	DEC 2023 MOBILE EMAIL REIMBURSEMENT DEC 2023 MOBILE EMAIL REIMBURSEMENT	51-510-54-00-5440 ** COMMENT ** 52-520-54-00-5440 ** COMMENT **		22.50
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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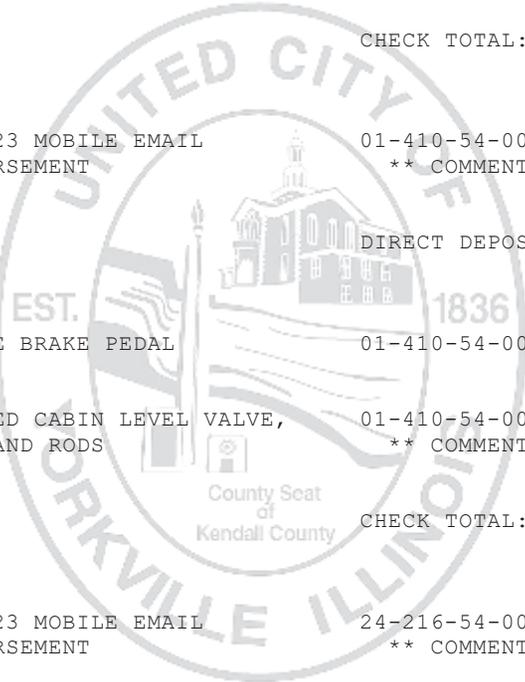
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539907	KENCOM	KENCOM PUBLIC SAFETY DISPATCH						
	575	12/05/23	01	NNUAL COST SHARING	01-640-54-00-5449		184,445.65	
			02	REIMBURSEMENT FOR FISCAL YEAR	** COMMENT **			
			03	2024	** COMMENT **			
					INVOICE TOTAL:		184,445.65 *	
					CHECK TOTAL:		184,445.65	
D003252	KLEEFISG	GLENN KLEEFISCH						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
539908	KONICAMI	KONICA MINOLTA BUSINESS						
	51435669	12/07/23	01	DOCUMENT SCANNING	01-220-54-00-5462		4,835.25	
					INVOICE TOTAL:		4,835.25 *	
	51435670	12/07/23	01	DOCUMENT SCANNING	01-220-54-00-5462		339.50	
					INVOICE TOTAL:		339.50 *	
					CHECK TOTAL:		5,174.75	
539909	LITE	LITE CONSTRUCTION						
	21364-15	12/15/23	01	YORKVILLE CITY HALL AND POLICE	24-216-60-00-6030		225,596.59	
			02	FACILITY	** COMMENT **			
					INVOICE TOTAL:		225,596.59 *	
					CHECK TOTAL:		225,596.59	
539910	LRS	LRS, LLC						



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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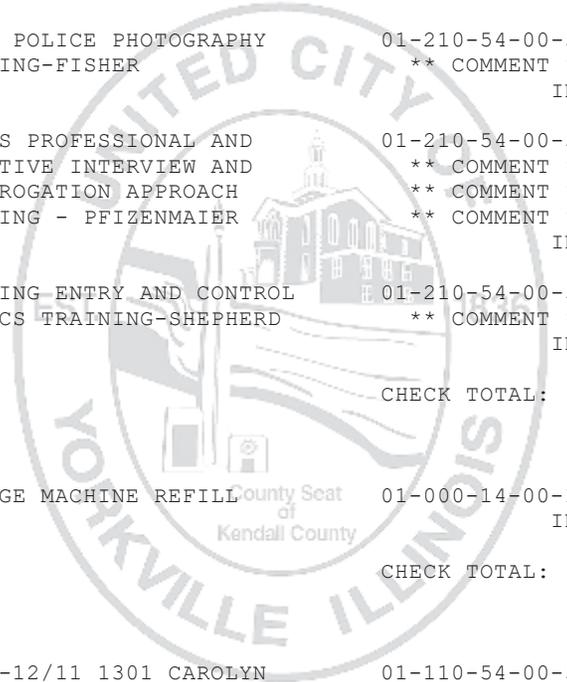
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539910	LRS LRS, LLC						
	PS578945	12/14/23	01	12/15-1/11 PORT-O-LET UPKEEP	79-795-56-00-5620		377.00
			02	AT 131 E HYDRAULIC	** COMMENT **		
					INVOICE TOTAL:		377.00 *
	PS578949	12/14/23	01	12/15-1/11 PORTOLET UPKEEP AT	79-795-56-00-5620		92.00
			02	409 CENTER PKWY	** COMMENT **		
					INVOICE TOTAL:		92.00 *
					CHECK TOTAL:		469.00
D003253	MCGREGOM MATTHEW MCGREGORY						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539911	MECHANIC MECHANICS LAB LLC						
	4349	12/12/23	01	REPLACE BRAKE PEDAL	01-410-54-00-5490		260.26
					INVOICE TOTAL:		260.26 *
	4350	12/07/23	01	REPLACED CABIN LEVEL VALVE,	01-410-54-00-5490		1,163.41
			02	LEVER AND RODS	** COMMENT **		
					INVOICE TOTAL:		1,163.41 *
					CHECK TOTAL:		1,423.67
D003254	MILSCHET TED MILSCHEWSKI						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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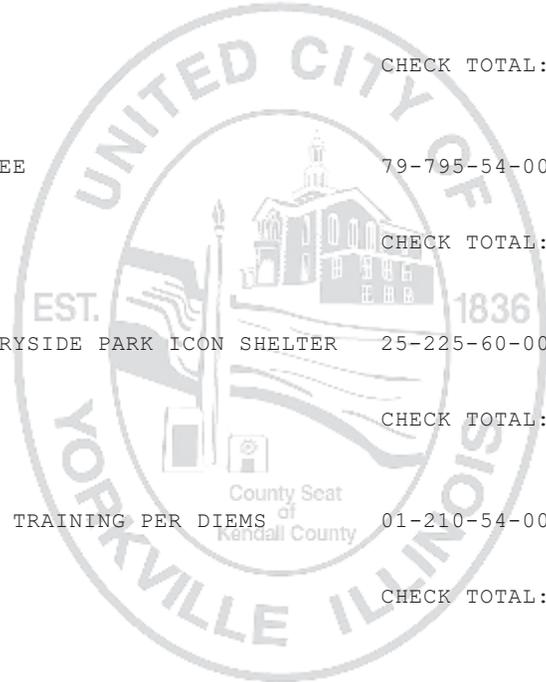
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D003255	NAVARROJ	JESUS NAVARRO					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	24-216-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539912	NEMRT	NORTH EAST MULTI-REGIONAL					
	342264	12/12/23	01	BASIC POLICE PHOTOGRAPHY	01-210-54-00-5412		35.00
			02	TRAINING-FISHER	** COMMENT **		
					INVOICE TOTAL:		35.00 *
	342311	12/12/23	01	TODAYS PROFESSIONAL AND	01-210-54-00-5412		195.00
			02	EFFECTIVE INTERVIEW AND	** COMMENT **		
			03	INTERROGATION APPROACH	** COMMENT **		
			04	TRAINING - PFIZENMAIER	** COMMENT **		
					INVOICE TOTAL:		195.00 *
	342364	12/12/23	01	BUILDING ENTRY AND CONTROL	01-210-54-00-5412		175.00
			02	TACTICS TRAINING-SHEPHERD	** COMMENT **		
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		405.00
539913	NEOPOST	QUADIENT FINANCE USA, INC					
	121123-CITY	12/11/23	01	POSTAGE MACHINE REFILL	01-000-14-00-1410		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
539914	NICOR	NICOR GAS					
	16-00-27-3553 4-1123	12/11/23	01	11/09-12/11 1301 CAROLYN	01-110-54-00-5480		48.46
					INVOICE TOTAL:		48.46 *



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|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |

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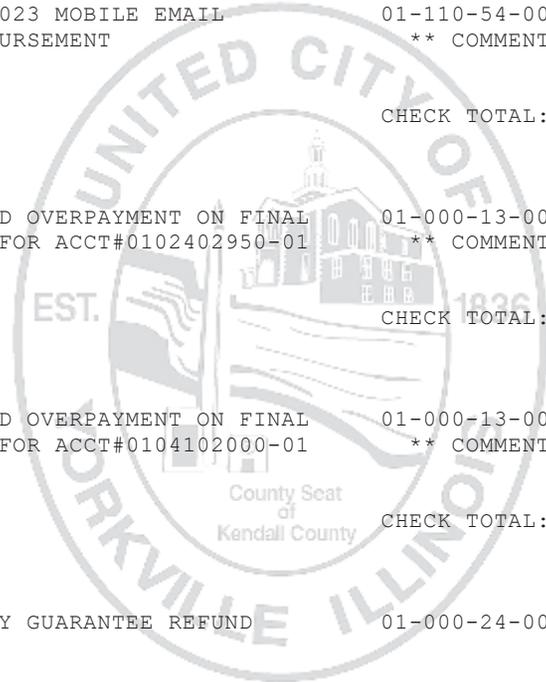
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539914	NICOR NICOR GAS						
	31-61-67-2493 1-1123	12/08/23	01	11//08-12/08 276 WINDHAM CR	01-110-54-00-5480		49.04
						INVOICE TOTAL:	49.04 *
	45-12-25-4081 3-1123	12/11/23	01	11/08-12/08 201 W HYDRAULIC	01-110-54-00-5480		242.99
						INVOICE TOTAL:	242.99 *
	95-16-10-1000 4-1123	12/13/23	01	11/13-12/13 1 RT47	01-110-54-00-5480		46.21
						INVOICE TOTAL:	46.21 *
						CHECK TOTAL:	386.70
539915	OLEARYM MARTIN J. O'LEARY						
	121623	12/16/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
539916	PARKREAT PARKREATION						
	7635	12/15/23	01	COUNTRYSIDE PARK ICON SHELTER	25-225-60-00-6010		37,172.00
						INVOICE TOTAL:	37,172.00 *
						CHECK TOTAL:	37,172.00
539917	PFIZENMB BEHR PFIZENMAIER						
	12/7/23-PER DIEM	12/07/23	01	NEMRT TRAINING PER DIEMS	01-210-54-00-5415		48.00
						INVOICE TOTAL:	48.00 *
						CHECK TOTAL:	48.00
D003256	PIAZZA AMY SIMMONS						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-120-54-00-5440		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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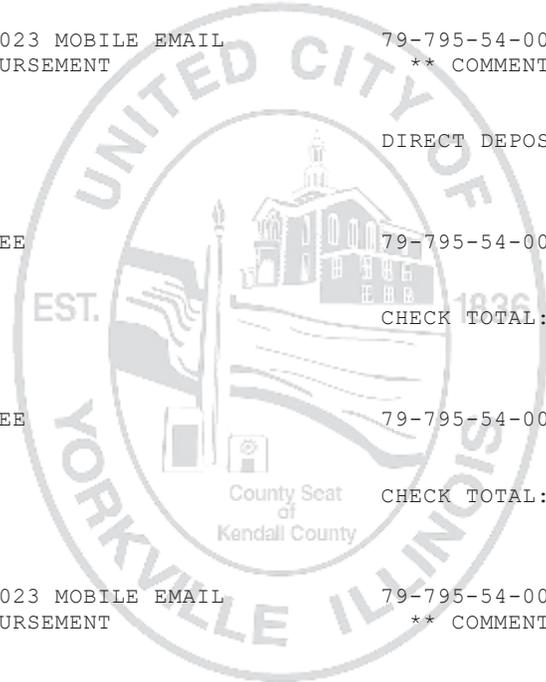
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D003256	PIAZZA AMY SIMMONS						
	010124	01/01/24	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539918	PURCELLJ JOHN PURCELL						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
539919	R0002617 JEREMY & TERESA IDEN						
	121423-RFND	12/14/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		398.00
			02	BILL FOR ACCT#0102402950-01	** COMMENT **		
					INVOICE TOTAL:		398.00 *
					CHECK TOTAL:		398.00
539920	R0002618 STEPHANIE EIDLER						
	121923-RFND	12/19/23	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		143.76
			02	BILL FOR ACCT#0104102000-01	** COMMENT **		
					INVOICE TOTAL:		143.76 *
					CHECK TOTAL:		143.76
539921	RALLY RALLY HOMES						
	632 TIMBER OAK	12/21/23	01	SURETY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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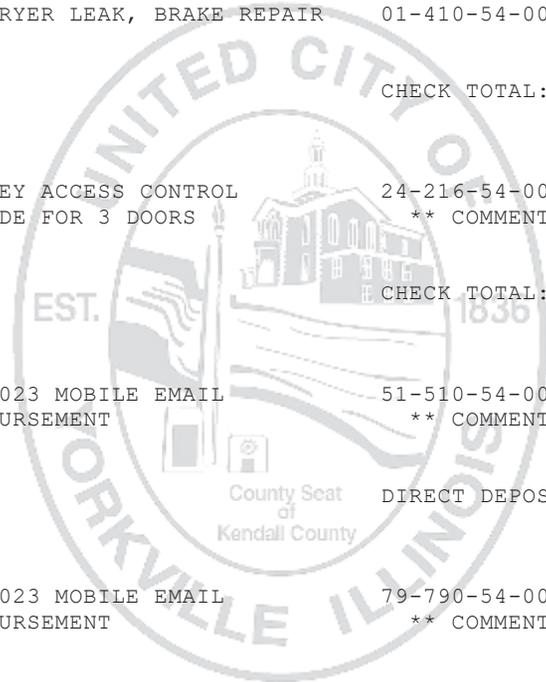
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D003257	RATOSP	PETE RATOS						
	010124		01/01/24	01	DEC 2023 MOBILE EMAIL	01-220-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
D003258	REDMONST	STEVE REDMON						
	010124		01/01/24	01	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
539922	RIETZJ	JACKSON RIETZ						
	121623		12/16/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
539923	RIETZR	ROBERT L. RIETZ JR.						
	121623		12/16/23	01	REFEREE	79-795-54-00-5462		100.00
						INVOICE TOTAL:		100.00 *
						CHECK TOTAL:		100.00
D003259	ROSBOROS	SHAY REMUS						
	010124		01/01/24	01	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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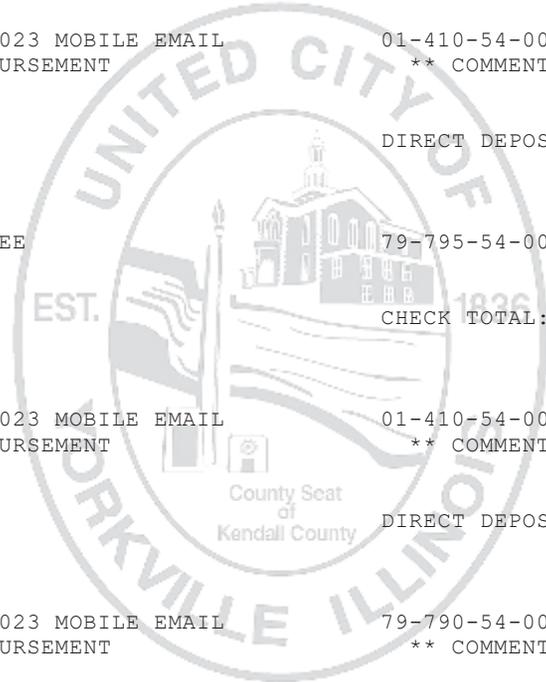
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539924	RUSHTRCK	RUSH TRUCK CENTER					
	3034351227	09/27/23	01	REPAIRED AIR SUPPLY LINE TO	01-410-54-00-5490		9,939.02
			02	FAN CLUTCH, REPAIRED FUEL	** COMMENT **		
			03	LINES, INSTALLED NEW OIL LINE,	** COMMENT **		
			04	INJECTOR ASSEMBLY AND BEARING	** COMMENT **		
			05	KIT	** COMMENT **		
					INVOICE TOTAL:		9,939.02 *
	3034764233	10/27/23	01	AIR DRYER LEAK, BRAKE REPAIR	01-410-54-00-5490		4,235.20
					INVOICE TOTAL:		4,235.20 *
					CHECK TOTAL:		14,174.22
539925	SCIENTEL	SCIENTEL SOLUTIONS LLC					
	007469 & 007464	12/21/23	01	TURNKEY ACCESS CONTROL	24-216-54-00-5446		7,697.85
			02	UPGRADE FOR 3 DOORS	** COMMENT **		
					INVOICE TOTAL:		7,697.85 *
					CHECK TOTAL:		7,697.85
D003260	SCODROP	PETER SCODRO					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003261	SCOTTTR	TREVOR SCOTT					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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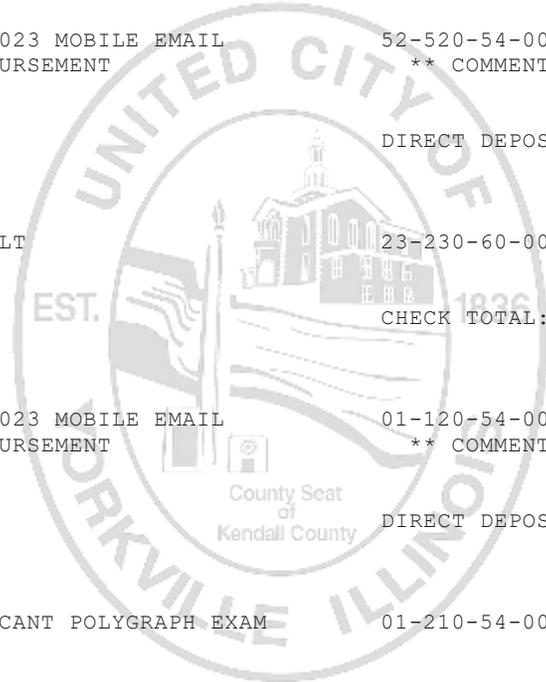
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D003262	SENDRAS	SAMANTHA SENDRA					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003263	SENGM	MATT SENG					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539926	SIPEST	TIM SIPES					
	121623	12/16/23	01	REFEREE	79-795-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00
D003264	SLEEZERJ	JOHN SLEEZER					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D003265	SLEEZERS	SCOTT SLEEZER					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

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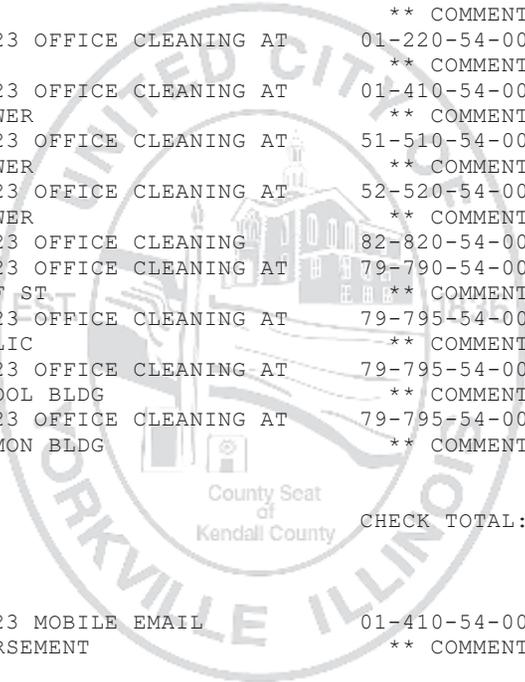
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D003266	SMITHD DOUG SMITH 010124	01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440		45.00
				** COMMENT **			
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
D003267	STEFFANG GEORGE A STEFFENS 010124	01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	52-520-54-00-5440		45.00
				** COMMENT **			
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
539927	SUPERIOR SUPERIOR ASPHALT MATERIALS LLC 20231871	12/04/23	01	ASPHALT	23-230-60-00-6032		2,261.00
				INVOICE TOTAL:			2,261.00 *
				CHECK TOTAL:			2,261.00
D003268	THOMASL LORI THOMAS 010124	01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	01-120-54-00-5440		45.00
				** COMMENT **			
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
539928	TROTSKY TROTSKY INVESTIGATIVE YORKVILLE PD 23-02	12/18/23	01	APPLICANT POLYGRAPH EXAM	01-210-54-00-5411		525.00
				INVOICE TOTAL:			525.00 *
				CHECK TOTAL:			525.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 01/09/2024

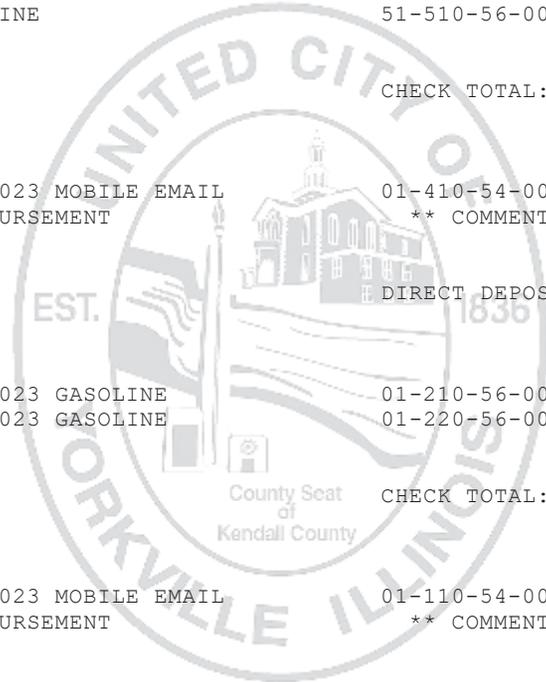
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539929	UNIMAX	UNI-MAX MANAGEMENT CORP						
	4753	12/15/23	01	DEC 2023 OFFICE CLEANING AT	01-110-54-00-5488		342.18	
			02	651 PP	** COMMENT **			
			03	DEC 2023 OFFICE CLEANING AT	01-120-54-00-5488		342.17	
			04	651 PP	** COMMENT **			
			05	DEC 2023 OFFICE CLEANING AT	01-210-54-00-5488		982.77	
			06	651 PP	** COMMENT **			
			07	DEC 2023 OFFICE CLEANING AT	79-795-54-00-5488		294.55	
			08	651 PP	** COMMENT **			
			09	DEC 2023 OFFICE CLEANING AT	01-220-54-00-5488		188.34	
			10	651 PP	** COMMENT **			
			11	DEC 2023 OFFICE CLEANING AT	01-410-54-00-5488		144.33	
			12	610 TOWER	** COMMENT **			
			13	DEC 2023 OFFICE CLEANING AT	51-510-54-00-5488		144.33	
			14	610 TOWER	** COMMENT **			
			15	DEC 2023 OFFICE CLEANING AT	52-520-54-00-5488		144.33	
			16	610 TOWER	** COMMENT **			
			17	DEC 2023 OFFICE CLEANING	82-820-54-00-5488		1,950.00	
			18	DEC 2023 OFFICE CLEANING AT	79-790-54-00-5488		216.00	
			19	185 WLF ST	** COMMENT **			
			20	DEC 2023 OFFICE CLEANING AT	79-795-54-00-5488		108.00	
			21	HYDRAULIC	** COMMENT **			
			22	DEC 2023 OFFICE CLEANING AT	79-795-54-00-5488		650.00	
			23	PRESCHOOL BLDG	** COMMENT **			
			24	DEC 2023 OFFICE CLEANING AT	79-795-54-00-5488		216.00	
			25	VAN EMMON BLDG	** COMMENT **			
					INVOICE TOTAL:		5,723.00 *	
					CHECK TOTAL:		5,723.00	
539930	VALLASB	BRYAN VALLES-MATA						
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
					INVOICE TOTAL:		45.00 *	
					CHECK TOTAL:		45.00	



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 01/09/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539931	WATERSER	WATER SERVICES CO.					
	37012	12/14/23	01	TOTAL RELIEF KIT	24-216-54-00-5446		230.00
						INVOICE TOTAL:	230.00 *
					CHECK TOTAL:		230.00
539932	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	119609	12/08/23	01	CHLORINE	51-510-56-00-5638		2,067.00
						INVOICE TOTAL:	2,067.00 *
					CHECK TOTAL:		2,067.00
D003269	WEBERR	ROBERT WEBER					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
539933	WEX	WEX BANK					
	94195392	12/31/23	01	DEC 2023 GASOLINE	01-210-56-00-5695		4,916.35
			02	DEC 2023 GASOLINE	01-220-56-00-5695		386.34
						INVOICE TOTAL:	5,302.69 *
					CHECK TOTAL:		5,302.69
D003270	WILLRETE	ERIN WILLRETT					
	010124	01/01/24	01	DEC 2023 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					DIRECT DEPOSIT TOTAL:		45.00



01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

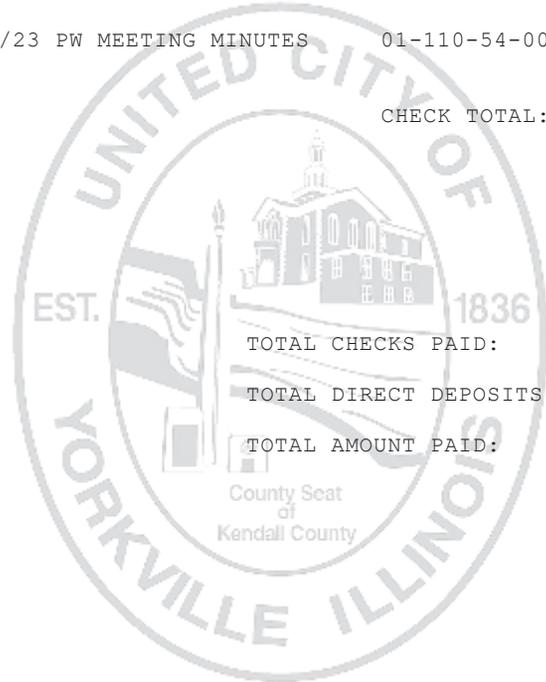
UNITED CITY OF YORKVILLE
 CHECK REGISTER

INVOICES DUE ON/BEFORE 01/09/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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D003271	WOLFB 010124	BRANDON WOLF 01/01/24	01 02	DEC 2023 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

539934	YOUNGM 112123-PW	MARLYS J. YOUNG 12/03/23	01	11/21/23 PW MEETING MINUTES	01-110-54-00-5462		85.00 INVOICE TOTAL: 85.00 *
					CHECK TOTAL:		85.00



TOTAL CHECKS PAID:	613,156.76
TOTAL DIRECT DEPOSITS PAID:	25,370.00
TOTAL AMOUNT PAID:	638,526.76

- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 01-110 ADMIN | 12-112 SUNFLOWER SSA | 25-225 PARK & RECREATION CAPITAL | 84-840 LIBRARY CAPITAL |
| 01-120 FINANCE | 15-155 MOTOR FUEL TAX (MFT) | 51-510 WATER OPERATIONS | 87-870 COUNTRYSIDE TIF |
| 01-210 POLICE | 23-230 CITY WIDE CAPITAL | 52-520 SEWER OPERATIONS | 88-880 DOWNTOWN TIF |
| 01-220 COMMUNITY DEVELOPMENT | 24-216 BUILDING & GROUNDS | 79-790 PARKS DEPARTMENT | 89-890 DOWNTOWN II TIF |
| 01-410 STREETS OPERATIONS | 25-205 POLICE CAPITAL | 79-795 RECREATION DEPARTMENT | 90-XXX DEVELOPER ESCROW |
| 01-640 ADMINISTRATIVE SERVICES | 25-212 GENERAL GOVERNMENT CAPITAL | 82-820 LIBRARY OPERATIONS | 95-000 ESCROW DEPOSIT |
| 11-111 FOX HILL SSA | 25-215 PUBLIC WORKS CAPITAL | | |



**UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
December 8, 2023**

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
MAYOR & LIQ. COM.	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 11.48	\$ 161.48
ALDERMAN	1,050.00	-	1,050.00	-	80.36	1,130.36
ADMINISTRATION	18,622.44	-	18,622.44	1,221.63	895.10	20,739.17
FINANCE	13,543.27	-	13,543.27	888.44	999.78	15,431.49
POLICE	141,812.98	6,348.08	148,161.06	474.53	10,932.71	159,568.30
COMMUNITY DEV.	25,748.64	-	25,748.64	1,708.79	1,915.04	29,372.47
STREETS	23,651.49	998.98	24,650.47	1,623.64	1,833.27	28,107.38
BUILDING & GROUNDS	5,938.01	-	5,938.01	399.38	457.22	6,794.61
WATER	21,515.83	741.74	22,257.57	1,460.11	1,621.48	25,339.16
SEWER	10,066.16	-	10,066.16	660.31	735.81	11,462.28
PARKS	30,808.10	-	30,808.10	1,987.31	2,291.18	35,086.59
RECREATION	23,535.23	-	23,535.23	1,305.67	1,767.58	26,608.48
LIBRARY	16,436.97	-	16,436.97	726.98	1,226.87	18,390.82
TOTALS	\$ 332,879.12	\$ 8,088.80	\$ 340,967.92	\$ 12,456.79	\$ 24,767.88	\$ 378,192.59

TOTAL PAYROLL \$ 378,192.59



**UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
December 22, 2023**

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 1,583.34	\$ -	\$ 1,583.34	\$ -	\$ 121.13	\$ 1,704.47
ALDERMAN	5,916.64	-	5,916.64	-	452.68	6,369.32
ADMINISTRATION	18,880.91	-	18,880.91	1,238.31	914.56	21,033.78
FINANCE	13,709.94	-	13,709.94	899.37	940.31	15,549.62
POLICE	138,479.20	3,056.83	141,536.03	481.42	10,139.65	152,157.10
COMMUNITY DEV.	25,748.63	-	25,748.63	1,689.11	1,892.09	29,329.83
STREETS	23,648.11	-	23,648.11	1,551.33	1,717.37	26,916.81
BUILDING & GROUNDS	5,938.01	-	5,938.01	389.54	445.75	6,773.30
WATER	19,985.21	-	19,985.21	1,311.04	1,412.44	22,708.69
SEWER	10,066.18	-	10,066.18	660.33	701.51	11,428.02
PARKS	29,626.75	-	29,626.75	1,899.96	2,188.26	33,714.97
RECREATION	25,436.20	-	25,436.20	1,328.12	1,901.81	28,666.13
LIBRARY	17,220.78	-	17,220.78	720.42	1,279.17	19,220.37
TOTALS	\$ 336,239.90	\$ 3,056.83	\$ 339,296.73	\$ 12,168.95	\$ 24,106.73	\$ 375,572.41

TOTAL PAYROLL \$ 375,572.41



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 9, 2024

ACCOUNTS PAYABLE

DATE

Clerk's Check #131227 Kendall County Recorder <i>(Page 1)</i>	12/06/2023	\$	114.00
City Check Manual Register <i>(Page 2)</i>	12/11/2023		2,952.00
Clerk's Check #131228 Kendall County Recorder <i>(Page 3)</i>	12/15/2023		456.00
City Check Manual Register <i>(Pages 4 - 30)</i>	12/20/2023		2,335,522.48
City MasterCard Bill Register <i>(Pages 31 - 42)</i>	12/25/2023		75,365.57
Clerk's Check #131229 Kendall County Recorder <i>(Page 43)</i>	12/29/2023		114.00
City Check Register <i>(Pages 44 - 64)</i>	01/09/2024		530,701.23
SUB-TOTAL:		\$	2,945,225.28

WIRE/ACH PAYMENTS

Dearborn Insurance - Jan 2024	01/02/2024	\$	2,816.08
Key Gov't Finance - 2022 Bond - Interest PMT	12/27/2023		22,269.00
Key Gov't Finance - 2022 Bond - Principal PMT	12/27/2023		1,280,000.00
Blue Cross/ Blue Shield Insurance-Jan 2024	12/29/2023		155,482.17
Amalgamated Bank of Chicago - 2023A Bond - Interest PMT	12/26/2023		185,757.99
Amalgamated Bank of Chicago - 2021 Bond -Interest PMT	12/26/2023		105,550.00
Amalgamated Bank of Chicago - 2021 Bond -Principal PMT	12/26/2023		330,000.00
Amalgamated Bank of Chicago - 2014C Bond -Interest PMT	12/26/2023		4,125.00
Amalgamated Bank of Chicago - 2014C Bond -Principal PMT	12/26/2023		140,000.00
BNY Mellon - 2006 Bond - Interest PMT	12/28/2023		4,775.00
BNY Mellon - 2006 Bond - Principal PMT	12/28/2023		100,000.00
TOTAL PAYMENTS:			\$2,330,775.24

PAYROLL

Bi - Weekly <i>(Page 65)</i>	12/08/2023	\$	378,192.59
Bi - Weekly <i>(Page 66)</i>	12/22/2023		375,572.41
SUB-TOTAL:		\$	753,765.00

TOTAL DISBURSEMENTS: \$ 6,029,765.52



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2023-89

Agenda Item Summary Memo

Title: Grande Reserve Unit 3

Meeting and Date: City Council – January 9, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-89

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: December 19, 2023
Subject: Grande Reserve – Unit 3

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There is one lot within the unit that still needs sidewalk installed and parkway trees planted. The builder has recently sold the lot and construction is scheduled so we anticipate that this work will be complete prior to the one-year maintenance period expiring.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$980,545.60
Required Value (10% of Original)	\$98,055.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 3 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

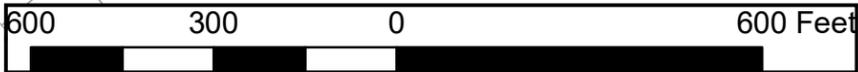
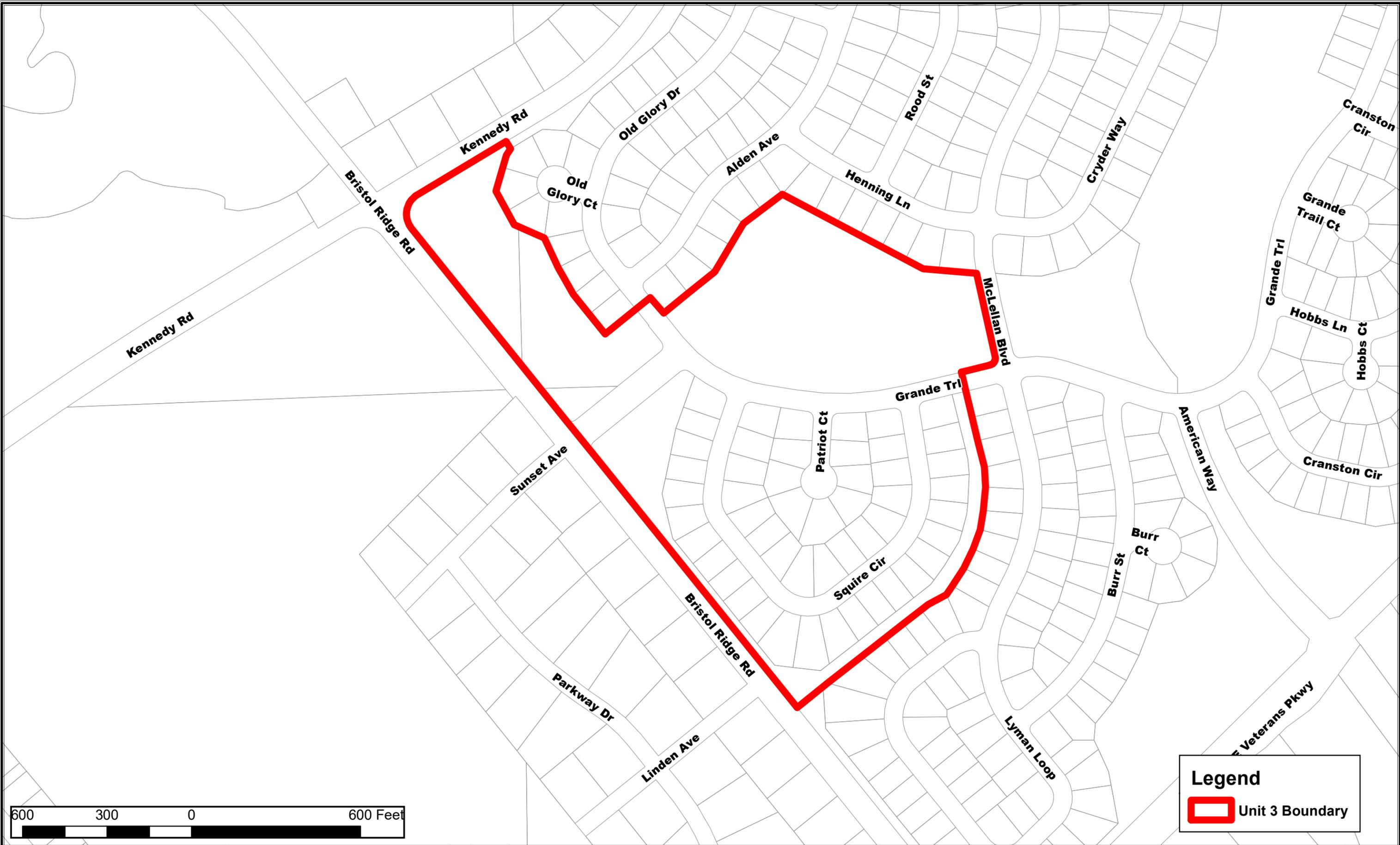
Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2,233
8" PVC SANITARY SEWER (SDR 21)	FOOT	1,141
6" SANITARY SERVICE COMPLETE - NEAR	EACH	30
6" SANITARY SERVICE COMPLETE - FAR	EACH	20
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	20
SELECT GRANULAR BACKFILL (CA-7)	FOOT	479
TELEWISE MAINS	FOOT	3,374
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	2,516
16" DUCTILE IRON WATER MAIN	FOOT	1,560
8" VALVE & BOX	EACH	7
16" VALVE & 60" VAULT	EACH	3
FIRE HYDRANT & CONNECTION TO 16" MAIN	EACH	11
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	20
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	30
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	279
STORM SEWER CONSTRUCTION		
8" RCP	FOOT	85
12" RCP	FOOT	2,785
15" RCP	FOOT	259
21" RCP	FOOT	563
24" RCP	FOOT	440
27" RCP	FOOT	134
36" RCP	FOOT	327
48" MANHOLE W/ FRAME AND LID	EACH	14
60" MANHOLE W/ FRAME AND LID	EACH	8
72" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
24" INLET TYPE A W/ FRAME & GRATE	EACH	20
12" RCP FLARED END SECTION	EACH	1
15" RCP FLARED END SECTION	EACH	1
4" SUMP PUMP CONNECTION	EACH	50
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	570
TELEWISE STORM SEWER	FOOT	4,508
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	15097
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	11
MISCELLANEOUS		
PARKWAY TREES	EACH	22

ROADWAY	UNIT	QUANTITY
OLD GLORY DRIVE	FOOT	210
GRANDE TRAIL	FOOT	1,180
SUNSET AVENUE	FOOT	460
SQUIRE CIRCLE	FOOT	1,862
PATRIOT COURT	FOOT	313



Legend

 Unit 3 Boundary

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

United City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1860
PATH:	H:\GIS\PUBLIC\YORKVILLE\2018\
FILE:	H:\GIS\Public\Yorkville\2018\YO1860_Grande Reserve Unit 3.mxd

UNIT 3
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
LOCATION MAP**





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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2023-90

Agenda Item Summary Memo

Title: Grande Reserve Unit 4

Meeting and Date: City Council – January 9, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-90

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: December 19, 2023
Subject: Grande Reserve – Unit 4

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements (except for sidewalk and parkway trees noted below), including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There are currently 26 (out of 116 total) undeveloped lots within the unit that still need sidewalk installed and parkway trees planted. The builder continues to sell lots and construction is scheduled for several homes so we anticipate that a majority of this work will be completed prior to the one-year maintenance period expiring.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. In this case, coverage of 120% of the remaining sidewalk and parkway trees is also required.

Original EOPC Value	\$1,753,717.00
10% of Original EOPC	\$175,372.00
EOPC of Remaining Sidewalk and Trees x 120%	\$344,520.00

Required Value (10% of Original + Remaining) \$519,892.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 4 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

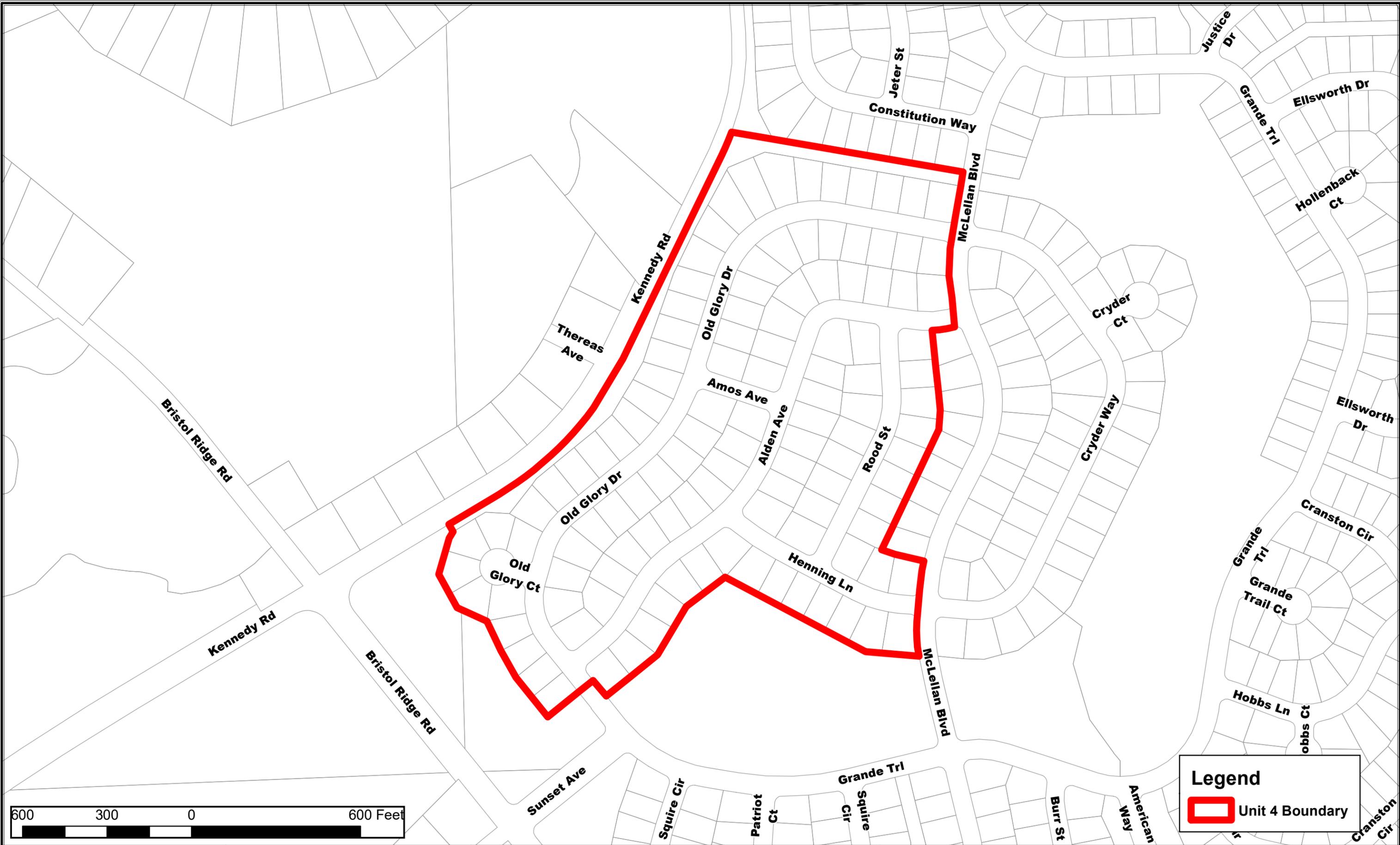
Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

EXHIBIT A
 GRANDE RESERVE - UNIT 4
 UNITED CITY OF YORKVILLE

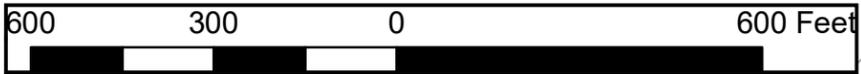
UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	6,562
8" PVC SANITARY SEWER (SDR 21)	FOOT	170
6" SANITARY SERVICE COMPLETE - NEAR	EACH	60
6" SANITARY SERVICE COMPLETE - FAR	EACH	57
6" SERVICE RISER	FOOT	53
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	45
SELECT GRANULAR BACKFILL (CA-7)	FOOT	585
TELEWISE MAINS	FOOT	6,732
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	7,226
16" DUCTILE IRON WATER MAIN	FOOT	771
8" VALVE & BOX	EACH	11
16" VALVE & 60" VAULT	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	24
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	57
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	57
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	661
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	102
8" PVC	FOOT	207
12" RCP	FOOT	3,725
15" RCP	FOOT	1,466
18" RCP	FOOT	2,072
21" RCP	FOOT	304
24" RCP	FOOT	896
30" RCP	FOOT	909
24" INLET TYPE A W/ FRAME & GRATE	EACH	35
48" MANHOLE W/ FRAME AND LID	EACH	25
60" MANHOLE W/ FRAME AND LID	EACH	30
72" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	23
15" RCP FLARED END SECTION W/ GRATE	EACH	2
24" RCP FLARED END SECTION W/ GRATE	EACH	1
30" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	988
TELEWISE STORM SEWER	FOOT	9,372
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	69395
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	23
MISCELLANEOUS		
PARKWAY TREES	EACH	3

ROADWAY	UNIT	QUANTITY
OLD GLORY DRIVE	FOOT	2,684
OLD GLORY COURT	FOOT	180
AMOS AVENUE	FOOT	311
ALDEN AVENUE	FOOT	2,070
HENNING LANE	FOOT	768
ROOD STREET	FOOT	921



Legend

 Unit 4 Boundary



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

United City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YO2228
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	H:\GIS\Public\Yorkville\2022\YO2228\YO2228_Grande Reserve Unit 4.mxd

UNIT 4
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
LOCATION MAP**





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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2023-91

Agenda Item Summary Memo

Title: Grande Reserve Unit 8

Meeting and Date: City Council – January 9, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-91

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: December 1, 2023
Subject: Grande Reserve – Unit 8

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work, has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$1,426,647.80
10% of Original EOPC	\$142,664.78
Required Value (10% of Original EOPC)	\$142,665.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 8 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,644
8" PVC SANITARY SEWER (SDR 21)	FOOT	414
6" SANITARY SERVICE COMPLETE - NEAR	EACH	41
6" SANITARY SERVICE COMPLETE - FAR	EACH	53
6" SERVICE RISER	FOOT	121
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	19
SELECT GRANULAR BACKFILL (CA-7)	FOOT	410
TELEWISE MAINS	FOOT	4,058
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	4,122
8" VALVE & BOX	EACH	8
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	16
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	40
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	42
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	220
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	101
8" PVC	FOOT	96
12" RCP	FOOT	2,429
15" RCP	FOOT	851
18" RCP	FOOT	1,648
21" RCP	FOOT	803
24" RCP	FOOT	1,494
27" RCP	FOOT	190
30" RCP	FOOT	365
24" INLET TYPE A W/ FRAME & GRATE	EACH	26
48" MANHOLE W/ FRAME AND LID	EACH	25
60" MANHOLE W/ FRAME AND LID	EACH	24
48" CATCH BASIN W/ FRAME & GRATE	EACH	17
24" RCP FLARED END SECTION W/ GRATE	EACH	1
30" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	785
TELEWISE STORM SEWER	FOOT	7,633
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	68470
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	24
MISCELLANEOUS		
PARKWAY TREES	EACH	5

ROADWAY	UNIT	QUANTITY
JUSTICE DRIVE	FOOT	2,376
GRANDE TRAIL	FOOT	48
REHBEHN COURT	FOOT	501
MATLOCK DRIVE	FOOT	1,750
JUSTICE COURT	FOOT	178
ANNA MARIA LANE	FOOT	1,795
LEHMAN CROSSING	FOOT	160



Legend

 Unit 8 Boundary

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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1733
PATH:	H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:	H:\GIS\Public\Yorkville\2017\YO1733\YO1733 - Grande Reserve Unit 8 Best.mxd

UNIT 8
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2023-92

Agenda Item Summary Memo

Title: Grande Reserve Unit 20

Meeting and Date: City Council – January 9, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-92

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: December 7, 2023
Subject: Grande Reserve – Unit 20

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Platte River Insurance Co. Bond #41239281	\$415,258.00
Platte River Insurance Co. Bond #41239286	\$25,075.00
Current Total Bond Value	\$440,333.00
Original Value	\$1,417,509.00
Required Value (10% of Original)	\$141,750.90
Net Allowable Reduction	\$298,582.10

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 20 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

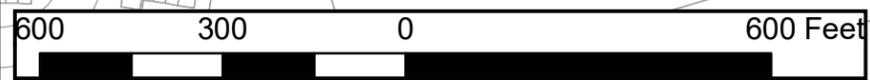
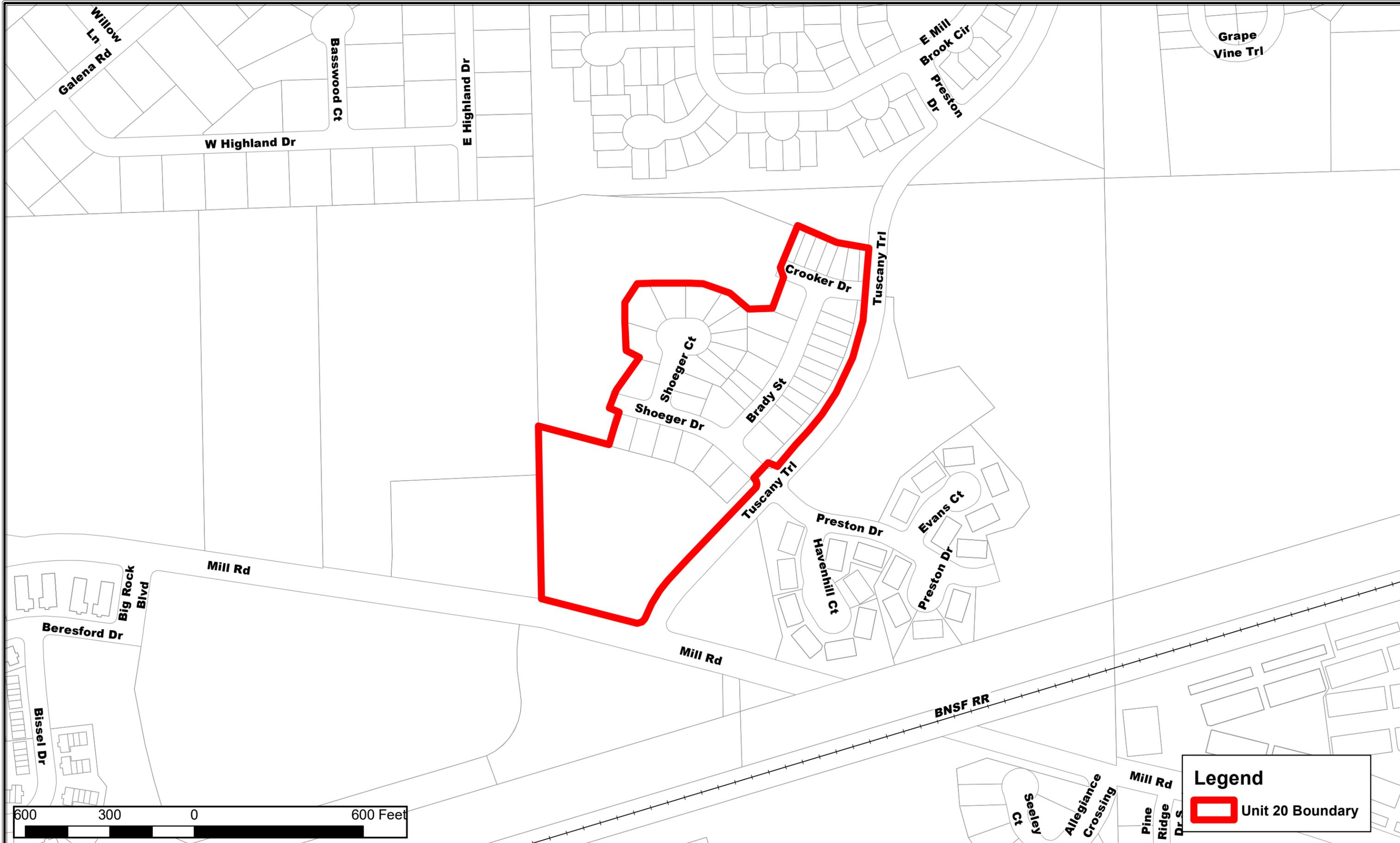
Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2006
8" PVC SANITARY SEWER (SDR 21)	FOOT	197
12" PVC SANITARY SEWER (DR 18)	FOOT	1565
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	21
6" SANITARY SERVICE COMPLETE - NEAR	EACH	37
6" SANITARY SERVICE COMPLETE - FAR	EACH	26
CONNECTION TO EXISTING	EACH	2
12" PLUG	EACH	1
6" SERVICE RISER	FOOT	33
SELECT GRANULAR BACKFILL (CA-7)	FOOT	430
TELEWISE MAINS	FOOT	3768
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	4,352
8" VALVE & BOX	EACH	9
1" TYPE K COPPER SERVICE, NEAR	EACH	36
1" TYPE K COPPER SERVICE, FAR	EACH	27
CONNECTION TO EXISTING	EACH	2
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	10
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	195
STORM SEWER CONSTRUCTION		
12" RCP	FOOT	1,513
15" RCP	FOOT	886
18" RCP	FOOT	273
18" RCP W/ ASTM C-443 JOINTS	FOOT	153
21" RCP	FOOT	258
24" RCP	FOOT	397
24" RCP W/ ASTM C-443 JOINTS	FOOT	174
27" RCP W/ ASTM C-443 JOINTS	FOOT	434
33" RCP	FOOT	117
33" RCP W/ ASTM C-443 JOINTS	FOOT	85
42" RCP	FOOT	152
42" RCP W/ ASTM C-443 JOINTS	FOOT	95
48" MANHOLE W/ FRAME AND LID	EACH	18
60" MANHOLE W/ FRAME AND LID	EACH	13
72" MANHOLE W/ FRAME AND LID	EACH	1
84" MANHOLE W/ FRAME AND LID	EACH	1
48" CATCH BASIN W/ FRAME & GRATE	EACH	10
24" INLET TYPE A W/ FRAME & GRATE	EACH	15
42" RCP FLARED END SECTION W/ GRATE	EACH	1
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	580
TELEWISE STORM SEWER	FOOT	4,536
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	26865
STREET LIGHTING		

ROADWAY	UNIT	QUANTITY
SHOEGER DRIVE	FOOT	2,684
SHOEGER COURT	FOOT	180
BRADY STREET	FOOT	311
CROOKER DRIVE	FOOT	2,070

EXHIBIT A
GRANDE RESERVE - UNIT 20
UNITED CITY OF YORKVILLE

STREET LIGHT 25' STANDARD, COMPLETE	EACH	23
MISCELLANEOUS		
PARKWAY TREES	LSUM	1
BUFFER AND COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1



Legend

 Unit 20 Boundary

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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023
 PROJECT NO.: YO2111
 PATH: H:\GIS\PUBLIC\YORKVILLE\2021\
 FILE: H:\GIS\Public\Yorkville\2021\YO2111\YQ2111_Grande Reserve Unit 20.mxd

UNIT 20
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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

Agenda Item Number

Consent Agenda #8

Tracking Number

PW 2023-93

Agenda Item Summary Memo

Title: 507 W. Kendall Drive – US Route 34 Entrance

Meeting and Date: City Council – January 9, 2024

Synopsis: Consideration of Resolution

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2023-93

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson
Name

Engineering
Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: December 1, 2023
Subject: 507 W. Kendall – US Rt 34 Entrance

The developer has obtained approval from IDOT to construct the commercial access entrance and other related improvements per the attached plans. We have also reviewed the plans and note that all comments have been addressed.

Construction may proceed once all forms are executed and the bonds and insurance certificates are provided.

One of the requirements in finalizing the permit is that City approve the attached resolution and sign the Municipal Acknowledgement form.

We support the execution of both documents.

**ENGINEERING PLANS
FOR
IL ROUTE 34 IMPROVEMENTS
RIGHT-IN RIGHT-OUT ENTRANCE**

**DRIVEWAY ACCESS
FOR
507 WEST KENDALL DRIVE
YORKVILLE, ILLINOIS**

**IL ROUTE 34
STA : 337+25.00 TO STA : 375+00.00
TOTAL LENGTH 150 FEET 0.003 M**

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX, LOCATION MAP, GENERAL NOTES, BENCHMARKS
2	ROUTE 34 ACCESS EXISTING CONDITIONS, REMOVAL, AND LAYOUT PLANS
3	ROUTE 34 ACCESS SIGNAGE, GRADING AND SIDEWALK PLAN
4	TYPICAL SECTION SPECIFICATIONS
5	EXISTING AND PROPOSED CROSS-SECTIONS - ACCESS DRIVEWAY
6	CONSTRUCTIONS DETAILS
7	CONSTRUCTIONS DETAILS

GENERAL NOTES

ROADWAY, SITE GRADING AND STORM DRAIN IMPROVEMENTS - GENERAL CONDITIONS AND SECTIONS 200 THRU 300. "STANDARD" SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS ADOPTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION ON JAN. 1, 2020, SUPPLEMENT SPECIFICATIONS, SPECIAL PROVISIONS AND INTERIM SPECIAL PROVISIONS, AND THE DEVELOPMENT ORDINANCES FOR THE VILLAGE OF YORKVILLE AND THE CONSTRUCTION NOTES ASSOCIATED WITH THIS IMPROVEMENT.

THE LOCATION OF EXISTING UTILITIES ARE SHOWN ON THE PLANS FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS AND UTILITY INSTALLATIONS BEFORE STARTING CONSTRUCTION OPERATIONS.

PLANS PREPARED FOR CHICAGO TITLE & TRUST NO. 12-3456

A PHASE III I.D.O.T. PREQUALIFIED R.E. MUST BE EMPLOYED BY APPLICANT TO INSPECT ALL WORK AND TRAFFIC CONTROL.

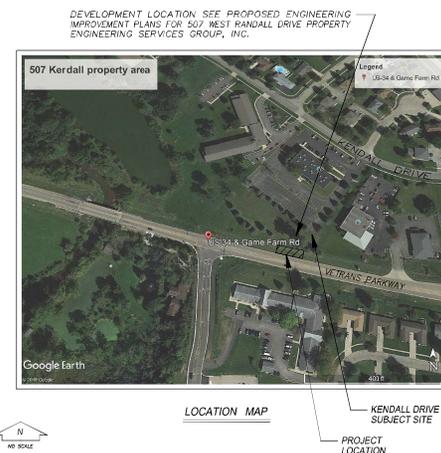
SUB-CONTRACTOR SHALL NOTIFY THE VILLAGE OF YORKVILLE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO ANY CONSTRUCTION. SUBCONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO CONSTRUCTION.

IN THE EVENT OF CONFLICT IN SPECIFICATIONS, THE MOST RESTRICTIVE SPECIFICATION SHALL TAKE PRECEDENCE. THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY WILLIAM M. WINGSTEDT AND WAS PERFORMED ON JULY 11, 2019.

AN I.D.O.T. PREQUALIFIED SOILS CONSULTANTS SHALL CHECK FOR SUITABILITY OF SUBBASE AND SUBGRADE PRIOR TO P.C.C. OR HMA INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH I.D.O.T. SAFETY POLICY 4-15 AS IT PERTAINS TO CURB AND GUTTER REMOVAL AND VEHICULAR SAFETY.

I.D.O.T. SHORT TERM PERMIT WILL ALLOW A TOTAL OF 3 DAY LANE CLOSURE.

CONTRACTOR SHALL COORDINATE WITH I.D.O.T. ON LANE CLOSURE DURATION.



CONTACT J.U.L.I.E (1-800-892-0123)

UTILITY COMPANY CONTACT TABLE

UTILITY COMPANY	PHONE NUMBER
AT & T	800-288-2020
NORTHERN ILLINOIS GAS	888-942-6100
COM-ED	800-334-7661
COMCAST	866-594-1234
NMWD	847-526-3300
VILLAGE OF YORKVILLE PUBLIC WORKS	630-553-4370
J.U.L.I.E.	800-892-0123

BENCHMARKS

BENCHMARK NO. 230 STA. 373+81.92, 29.34' LT. CHISEL BOX NORTH SIDE EAST MAST ARM AT US 34 AND GAME FARM ROAD ELEV. 619.297

BENCHMARK NO. 1 SOUTHEAST CORNER OF INLET IN ILL. RTE. 34 AT STA. 376+75. LT. ELEV. 629.88

PROFESSIONAL ENGINEER CERTIFICATION

STATE OF ILLINOIS

I, **IMTIAZ REHMAN**, A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF CHICAGO TITLE & TRUST NO. 12-3456 ENGINEERING SERVICES GROUP UNDER MY PERSONAL DIRECTION

THIS TECHNICAL SUBMISSION IS INCLUDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROJECT ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

Imtiaz A. Rehman

**IMTIAZ A. REHMAN, P.E.
LIC # 062-049043**

expires - 11-30-23



LEGEND

EXISTING UTILITIES	PROPOSED UTILITIES
Sanitary sewer with manhole and size	Sanitary sewer with manhole and size
Manhole with size	Manhole with size
Storm drain with manhole and size	Storm drain with manhole and size
Manhole with invert	Storm drain with catch basin
Manhole valve and vault	Fire hydrant assembly with auxiliary valve
Storm drain with inlet	Manhole valve and vault
Existing fire hydrant with or without flanged end section	Storm drain with inlet
Power pole	Conduits, overhead section / flared end section
Tree	Existing contour
	Proposed spot elevation

ENGINEERING SERVICES GROUP, INC. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

I.D.O.T. PERMIT LOG : L-16565

REV.	DATE	DESC.
1	8/15/19	SUBMITTAL TO I.D.O.T.
2	11/20/19	PER I.D.O.T. REVIEW REVISED 11/13/19
3	2/8/20	PER I.D.O.T. REVIEW REVISED 1/7/2019
4		

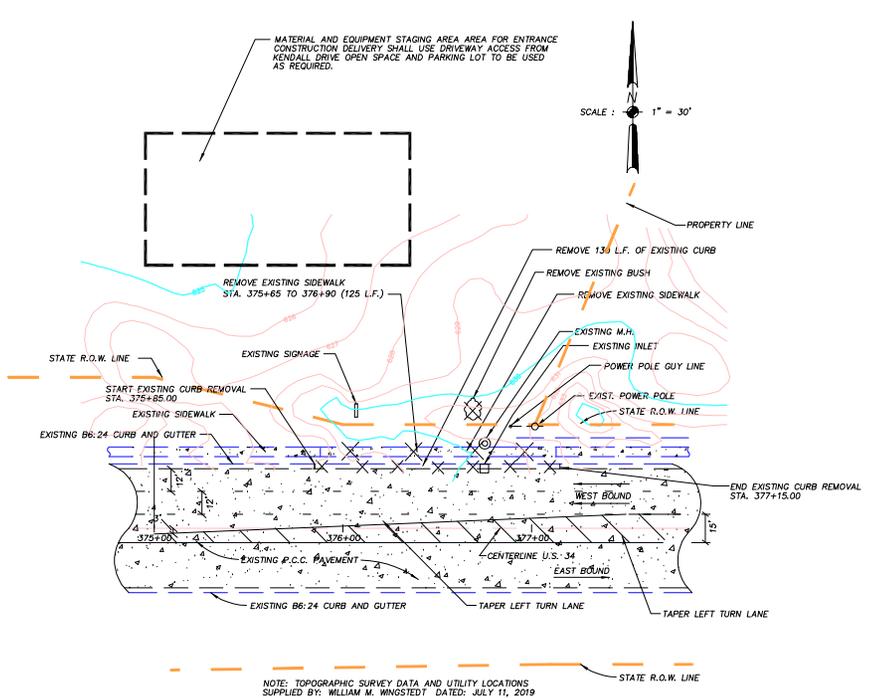
Engineering Services Group, Inc.
4200 Westbrook Dr. Ste 115
Aurora IL 60504
Project #001706-2802 Area #001-046-0468
Print 001-046-0468 Web: www.esginc.com



TITLE SHEET

PREPARED FOR: CHICAGO TITLE TRUST NO. 12-3456
PROJECT DESCRIPTION: 507 WEST KENDALL DRIVE ROUTE 34 ACCESS

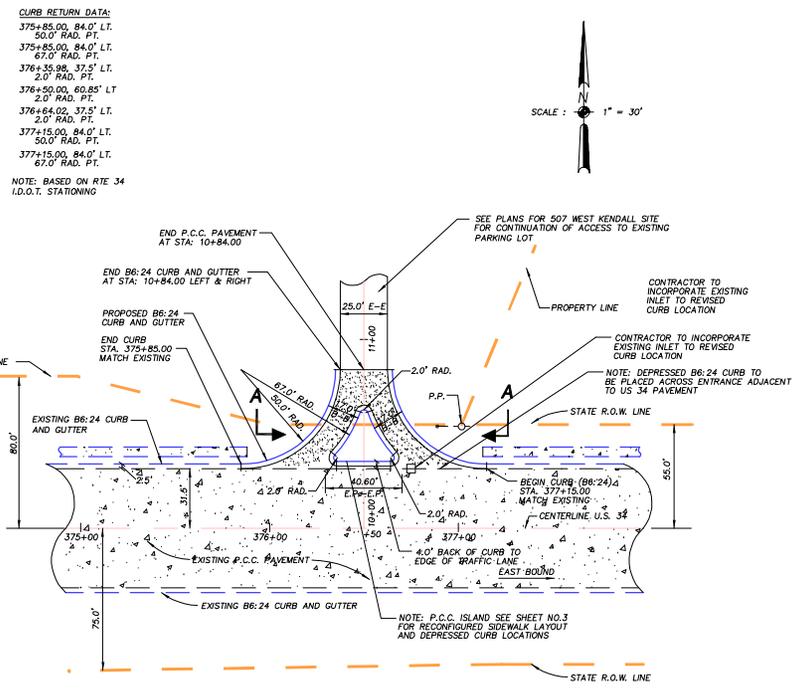
PROJECT NO.	2110
SHEET NO.	1 of 7



EXISTING CONDITIONS AND REMOVAL PLAN

LEGEND

	EXISTING P.C.C. PAVEMENT
	CURB REMOVAL
	EXISTING MANHOLE
	EXISTING INLET
	EXISTING POWER POLE WITH GUIDLINE
	EXISTING SIGNAGE
	EXISTING STORM SEWER
	EXISTING SIDEWALK REMOVAL
	EXISTING CURB
	R.O.W.
	EXISTING CURB



LAYOUT PLAN

- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH I.D.O.T. SAFETY POLICY 4-15 TO CREATE A SAFE SLOPE ALONG THE EXISTING PAVEMENT AS A RESULT OF THE DROP-OFF CREATED DUE TO CURB AND GUTTER REMOVAL (APPROXIMATE OR EQUAL).
- I.D.O.T. SHORT TERM PERMIT WILL ALLOW FOR A TOTAL OF 3 DAYS. CONTRACTOR WILL BE RESPONSIBLE TO SCHEDULE THE PROPOSED ENTRANCE CONSTRUCTION REQUIRING LANE CLOSURE WITHIN THIS TIME FRAME.
- TIMING OF LANE CLOSURE TO BE COORDINATED WITH I.D.O.T. DEPENDING ON RUSH HOUR TRAFFIC AM AND PM.
- CONSTRUCTION DURING LANE CLOSURE TO INCLUDE EXISTING CURB AND GUTTER REMOVAL DRILL AND INSTALL NEW REBAR FRAMING FOR NEW CURB AND ENTRANCE PAVEMENT A MINIMAL OF 12 FEET FROM EXISTING PAVEMENT OF ROUTE 34.

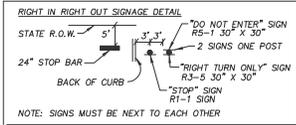
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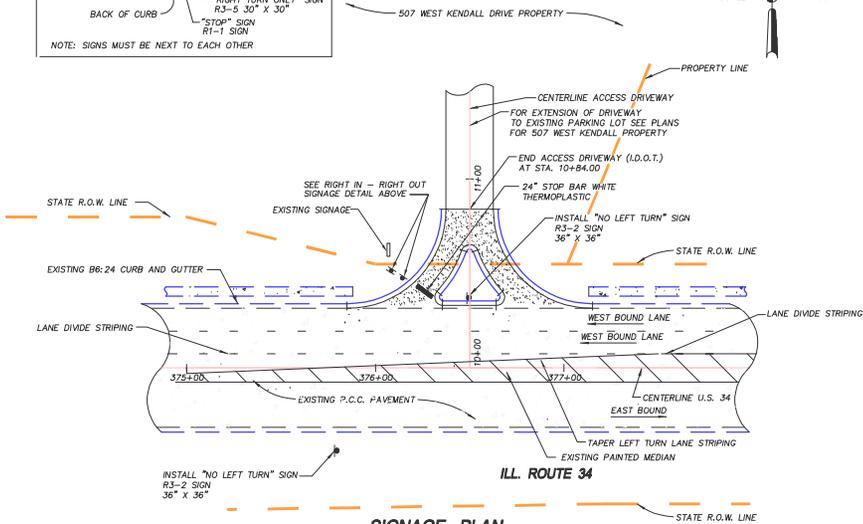
**507 WEST KENDALL DRIVE PROPERTY
ILL. ROUTE 34 ENTRANCE
IMPROVEMENTS**

REVISIONS	DATE	JOB NO.
1 PER I.D.O.T. REVIEW 11/13/19	12/10/19	2110
2 PER I.D.O.T. REVIEW 11/7/20	2/5/20	21519
3 PER E.E.I. REVIEW 11/18/22	01/09/23	DRN. K.K.
4		CHKD. J.A.E.
5		APPR. J.R.
6		

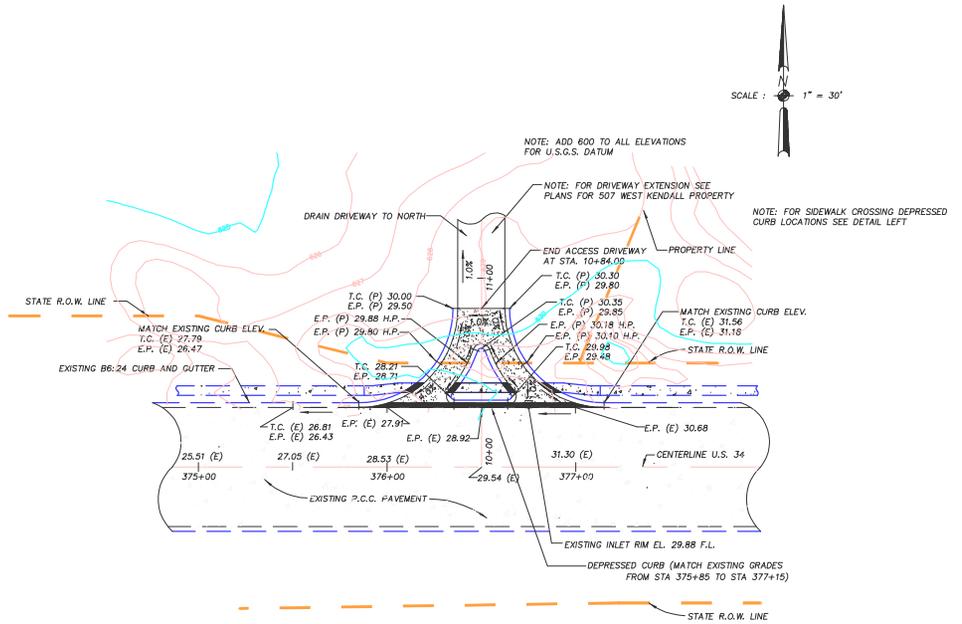
**RIGHT - IN - OUT ENTRANCE
EXISTING CONDITIONS AND REMOVAL PLAN
& LAYOUT PLAN**



SCALE : 1" = 30'

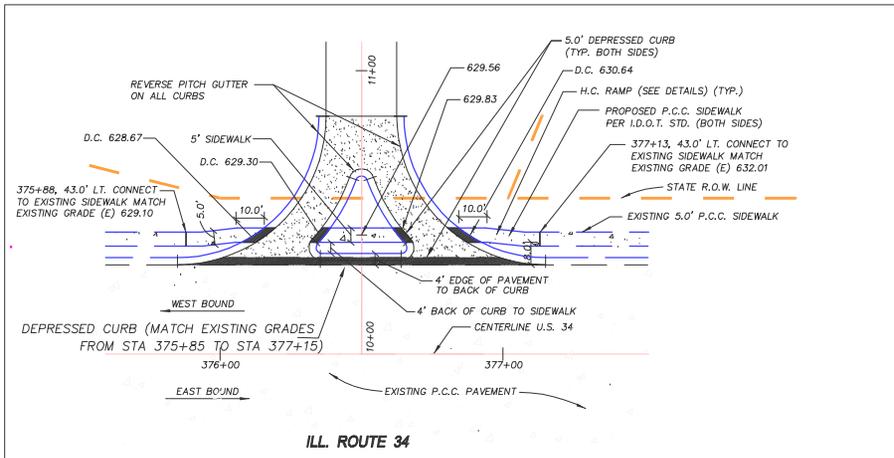


SIGNAGE PLAN



GRADING PLAN

SCALE : 1" = 20'



SIDEWALK ISLAND DETAIL

LEGEND

- ===== PROPOSED CURB AND GUTTER
- PROPOSED P.C.C. PAVEMENT
- EXISTING P.C.C. PAVEMENT
- ===== EXISTING CURB AND GUTTER
- E.P. = EDGE OF PAVEMENT ELEVATION
- T.C. = TOP OF CURB ELEVATION
- (P) = PROPOSED ELEVATION
- (E) = EXISTING ELEVATION
- E.C. = EDGE OF PAVEMENT ELEVATION
- D.C. = DEPRESSED CURB ELEVATION

- NOTE:
1. CONTRACTOR TO MAINTAIN EXISTING DRAINAGE PATTERN
 2. CONTRACTOR TO PROTECT EXISTING POWER POLES AND CABLES DURING CONSTRUCTION
 3. CONTRACTOR TO PROTECT EXISTING SIGNAGE DURING CONSTRUCTION
 4. CONTRACTOR TO PROTECT TRAFFIC CONTROL PER I.D.O.T. REQUIREMENTS
 5. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION
 6. TOPOGRAPHIC SURVEY DATA AND UTILITY LOCATIONS SUPPLIED BY WILLIAM M. WINGSTEDT
 7. ONLY MUTCD OR ILMUTCD SIGN DESIGNATION WILL BE ALLOWED
- NOTE:
- 5.0' SIDEWALK SHALL BE 5" P.C.C. WITH 6" X 6" WIRE MESH ON 6" GRAVEL CONCRETE SIDEWALK SHALL FOLLOW ADA / PROWAG STANDARDS FOR RAMPS AND I.D.O.T. STD. 424001-07 SEE DETAIL SHEET 6
- NOTE:
- 1.0' TRANSITION FROM FULL CURB TO DEPRESSED CURBS ALL SIDES

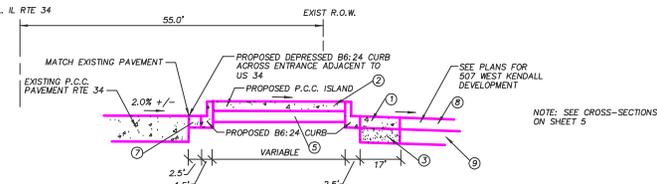
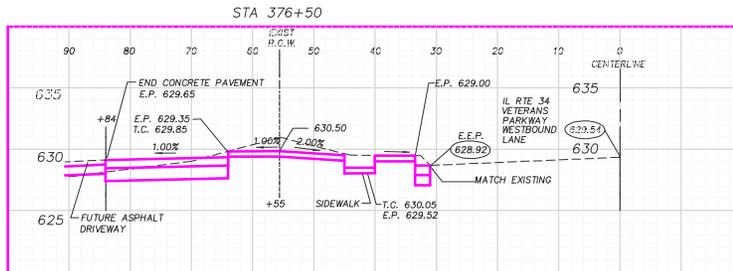
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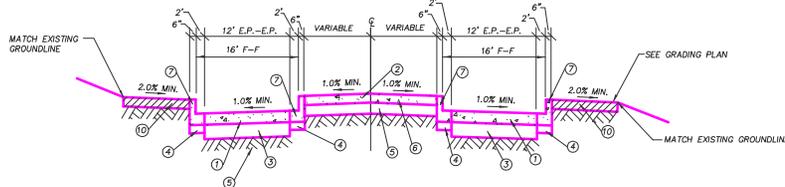
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2 PER EEL REVIEW	11/14/2022	01/29/23
3		DATE 08/16/19
4		DRN. KK
5		CHKD. JAE
6		APPR. IR

**RIGHT IN - OUT ENTRANCE SIGNAGE,
GRADING AND SIDEWALK PLAN**



PROPOSED CROSS SECTION RTE 34 THRU ENTRANCE



PROPOSED TYPICAL PAVEMENT / MATERIAL CROSS - SECTION A-A

PAVING LEGEND

- ① PROPOSED P.C.C. PAVEMENT - 10"
- ② PROPOSED P.C.C. ISLAND - 4" WITH 6" X 6" WIRE MESH
- ③ PROPOSED CRUSHED AGGREGATE SUBBASE - 12"
- ④ PROPOSED CRUSHED AGGREGATE BASE - 4"
- ⑤ COMPACTED SUBGRADE
- ⑥ PROPOSED DRUSHED AGGREGATE SUBBASE - 6"
- ⑦ COMBINATION CURB & GUTTER TYPE B6-24
- ⑧ 2 1/2" HOT MIX ASPHALT SURFACE COURSE
- ⑨ 10" AGGREGATE BASE COURSE, TYPE B (CRUSHED) (CA-6) COMPACTED
- ⑩ 4" TOPSOIL AND SOO

GENERAL CONDITIONS

1. THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION" LATEST EDITION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION" LATEST EDITION, ALL APPLICABLE SECTIONS OF THE GOVERNING MUNICIPALITY AND ALL APPLICABLE SECTIONS OF THE GOVERNING MUNICIPALITY WHICH GOVERN THIS WORK, EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS AS NOTED BELOW.
2. THE ABOVE STANDARD SPECIFICATIONS, THESE CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
3. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED FOR CONSTRUCTION WHICH TO WHICH THE CONTRACTOR MUST VERIFY THE PROVIDED LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BY THE SECOND DAY AFTER THE DISCREPANCY IS OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DISCREPANCIES. BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY DISCREPANCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DISCREPANCIES. THE CONTRACTOR SHALL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S INTERPRETATION OF THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS. THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
4. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 24 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY AND THE OWNER AGAINST ALL DEFECTS IN MATERIAL AND WORKMANSHIP OF WHATEVER NATURE.
5. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DEFECTS. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND BARRIERS TO KEEP THE ROADWAY OPEN TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND BARRIERS TO KEEP THE ROADWAY OPEN TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND BARRIERS TO KEEP THE ROADWAY OPEN TO TRAFFIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND BARRIERS TO KEEP THE ROADWAY OPEN TO TRAFFIC.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL OBTAIN THE GOVERNING MUNICIPALITY, ILLINOIS DEPARTMENT OF TRANSPORTATION AND ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION, AT LEAST TWO (2) MONTHS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DELAY IN OBTAINING SUCH PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS.
9. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE EXPOSED AT LOCATIONS PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE.
10. ALL EXISTING TRAFFIC SIGNS, STREET SIGNS, ETC. WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR REMOVAL OR DISPOSAL, SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT LOCATIONS AS DESIGNATED BY THE ENGINEER. THIS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. DAMAGE TO THESE SIGNS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE GOVERNING MUNICIPALITY AT HIS OWN EXPENSE. ALL SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND RELOCATED AT NO ADDITIONAL COST IN ACCORDANCE WITH ARTICLE 107.10 AND 107.22 OF THE ILL. O.T. STANDARD SPECIFICATIONS.
11. ALL FIELD ERECTION DURING CONSTRUCTION OPERATIONS SHALL BE CONSIDERED TO BE THE PROPERTY OF THE CONTRACTOR TO BE CUT INTO A PROPOSED PAVEMENT WAY. IF THIS CANNOT BE ACCOMPLISHED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND RELOCATION OF ALL FIELD ERECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND RELOCATION OF ALL FIELD ERECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND RELOCATION OF ALL FIELD ERECTION.
12. THE OWNER SHALL PROVIDE THE GOVERNING MUNICIPALITY WITH A TWO YEAR MAINTENANCE BOND UPON COMPLETION OF IMPROVEMENTS.

EARTHWORK

1. WORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
 - A. CLEARING AND REMOVAL OF ALL UNDESIRABLE TREES AND OTHER VEGETATION GROWING WITHIN THE CONSTRUCTION CORRIDOR AND SHALL BE KEPT TO A MINIMUM. WHERE POSSIBLE, TREES AND BRUSH REMOVAL MAY BE DEFERRED TO FUTURE YARD AND OPEN SPACE AREAS. ADEQUATE AND APPROPRIATE SPACE IS NOT AVAILABLE FOR OPTIC BURIAL, THE TREES AND BRUSH SHALL BE DISPOSED OFFSITE.
 - B. STRIPPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, SIDEWALK, WAY AND BACKING AREAS AND OTHER DESIGNATED STRUCTURAL CLAY FILL AREAS AS DIRECTED BY OWNER.
 - C. STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. STOCKPILES FOR FERTILE SOIL SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STONES, WEEDS OR OTHER LITTER AND WASTE PRODUCTS INCLUDING OTHER CORROSIVE MATERIALS NOT CONSIDERED TO PLANT GROWTH. TOPSOIL SHALL BE STOCKPILED IN SUCH A MANNER AS TO PREVENT EROSION OR DOUBLE MOVEMENTS BY THE CONTRACTOR. OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, IN UTILITY EASEMENTS OR IN THE RIGHT-OF-WAY LINES.
 - D. REMOVING UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, BUILDINGS AND OTHER DESIGNATED AREAS AS DIRECTED BY OWNER OR SOILS ENGINEER.
 - E. CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, BUILDINGS AND OTHER DESIGNATED AREAS.
2. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

3. THE SELECTED FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"). HOWEVER, IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT DEEPER LAYERS, THEN A GREATER THICKNESS MAY BE SPECIFIED FOR EACH LAYER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES.
4. EMBANKMENT MATERIAL WITHIN PARKWAY, OPEN SPACE AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY FIVE (95) PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557 OR TO SUCH OTHER DENSITIES AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
5. MATERIAL SHALL BE COMPACTED TO MINIMUM OF NINETY FIVE (95) PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557 OR TO SUCH OTHER DENSITIES AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
6. ALL SUBGRADE MATERIAL SHALL HAVE A MINIMUM BR 2.5 AS DETERMINED BY THE SOILS ENGINEER, OR BASE REPLACEMENT AND PAVEMENT DESIGN REVISIONS SHALL BE PROVIDED WHICH ARE ADEQUATE TO OBTAIN EQUIVALENT PAVEMENT STRUCTURE.
7. PROPOSED PAVEMENT AREAS, BUILDING PAVES, DRIVEWAYS AND SIDEWALKS AND DRIVEWAY PAVES, DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED TO THE FINISH GRADE ELEVATIONS BY THE CONTRACTOR.

UNDERGROUND

1. WORK UNDER THIS SECTION SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND CONSTRUCTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS, FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
2. ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-118 WITH 7" MINIMUM THICKNESS. EXTRA STRENGTH CONCRETE PIPE CONFORMING TO ASTM C-118 WITH 7" MINIMUM THICKNESS SHALL BE USED FOR ALL STORM SEWERS. THE PIPE SHALL BE CLASS 1200-A OR B. P.C. MATERIAL COMPLYING WITH ASTM D-1738. THE PIPE SHALL BE 42" MIN. TO 24" FOR 180 PSI PER 24" JOINT. SHALL BE BELL AND SPIGOT TYPE WITH RUBBER JOINT SEAL GASKET.
3. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VALVES FOR FIREWORKS SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT STANDARDS. GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES. THE COST SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
4. PERMITS AND GRATES FOR SANITARY, WATERMAIN AND STORM SEWER STRUCTURES SHALL BE AS INDICATED WITHIN THESE IMPROVEMENT PLANS.
5. ALL STRUCTURES MAY HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS MAX. OF 2' ADJUSTING RINGS PER STRUCTURE.

PAVING, CURBS & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION FORMING, PLACEMENT OF ROADWAY AND PARKWAY BASE COURSE MATERIALS AND SUBSEQUENT FINISH AND/OR SURFACE COURSE, PLACEMENT, FINISHING AND CURING OF CONCRETE, FINAL CLEAN-UP, AND ALL RELATED WORK.
2. SUBGRADE FOR PROPOSED PAVEMENTS SHALL BE FINISHED BY THE CONTRACTOR TO THE FINISH GRADE ELEVATION. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE ELEVATION. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE ELEVATION. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE ELEVATION.
3. THE PROPOSED PAVEMENT SHALL BE IN ACCORDANCE WITH ILL. O.T. DETAILS IN THIS SET OF PLANS. PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

SOIL EROSION CONTROL

1. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL IN ILLINOIS SHALL BE FOLLOWED AS DIRECTED BY THE OWNER OR ENGINEER.
2. STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, RUD AND DEBRIS.
3. NO SEDIMENT WILL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM.
4. IN ACCORDANCE WITH THESE CONSTRUCTION PLANS, TEMPORARY STABILIZATION OF THE SITE SHALL BE INSTALLED AND MAINTAINED AROUND STORM SEWER STRUCTURES IN SMALL AREAS OR ALONG PROPERTY LINES UNTIL VEGETATION IS ESTABLISHED AND/OR CONSTRUCTION IS COMPLETE.
5. TOPSOIL STOCKPILES SHALL BE LOCATED IN AREAS TO AVOID EROSION OF SOIL. STOCKPILES OF TOPSOIL SHALL BE COVERED WITH A 2" LAYER OF TOPSOIL TO PREVENT EROSION. THE STOCKPILES SHALL BE COVERED WITH A 2" LAYER OF TOPSOIL TO PREVENT EROSION. THE STOCKPILES SHALL BE COVERED WITH A 2" LAYER OF TOPSOIL TO PREVENT EROSION.
6. UNLESS SOIL EROSION CONTROL ITEMS ARE SPECIFICALLY REFERRED TO AS BID ITEMS (SUCH AS TOPSOIL, SPROUTS, SEEDS, ETC.), THEY ARE TO BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
7. WORK COMPLETED BY SPREAD OPERATIONS SHALL BE DISTRIBUTED TO THE SITE. SEEDS, SPROUTS OR EQUIPMENT AS DIRECTED BY THE ENGINEER.
8. RIP-RAP MATERIAL SHALL BE IN ACCORDANCE WITH ARTICLE 706 AND 707 OF THE ILL. O.T. STANDARD SPECIFICATIONS.
9. SEEDING MATERIAL SHALL BE C-1 MATURE, AND SOONER SHALL CONFORM TO ARTICLE 644 OF THE ILL. O.T. STANDARD SPECIFICATIONS.

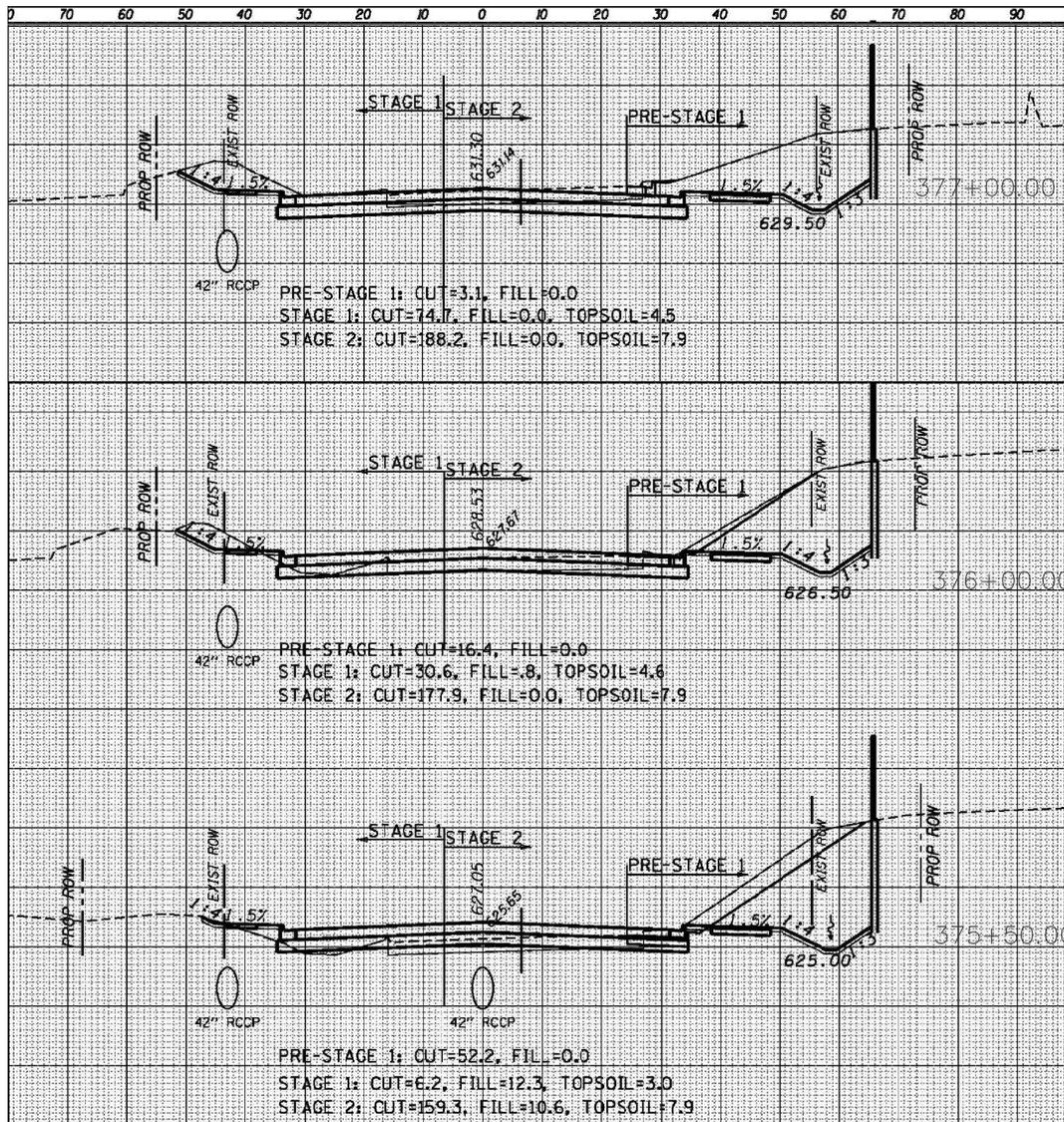
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4		CHKD. JALE
5		APPR. LRL
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**TYPICAL SECTIONS
SPECIFICATIONS**



NOTE:
FOR STATION 376+50.00, PLEASE
REFER SHEET 04 OF 07

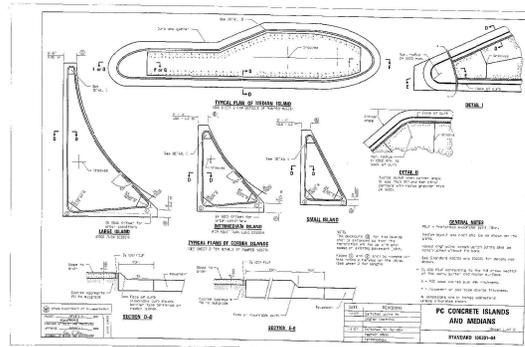
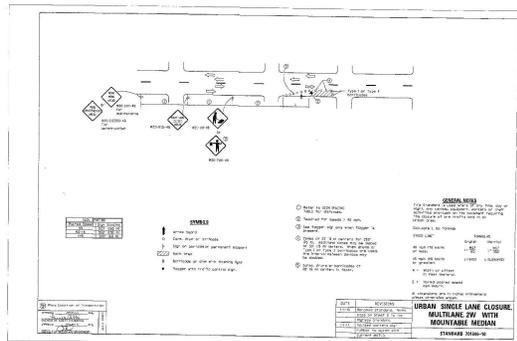
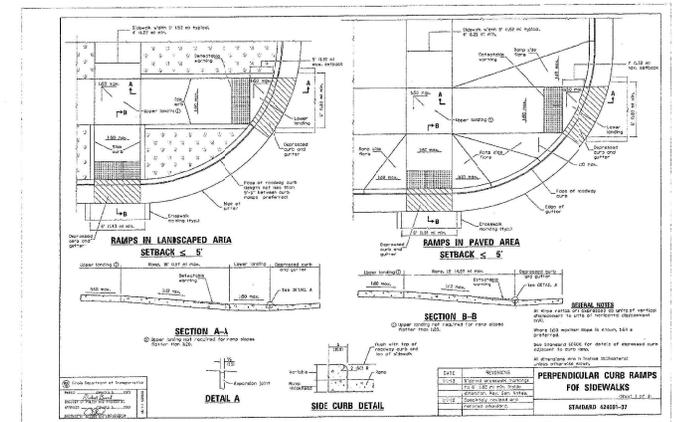
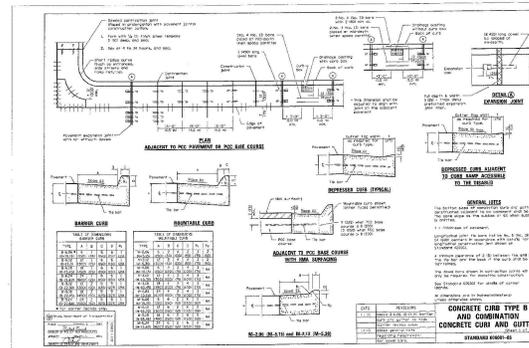
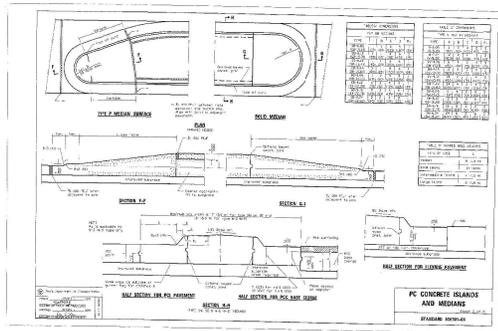
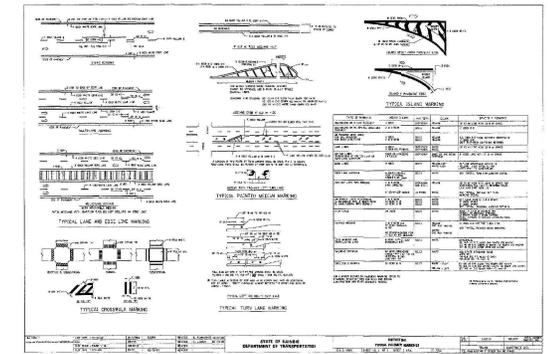
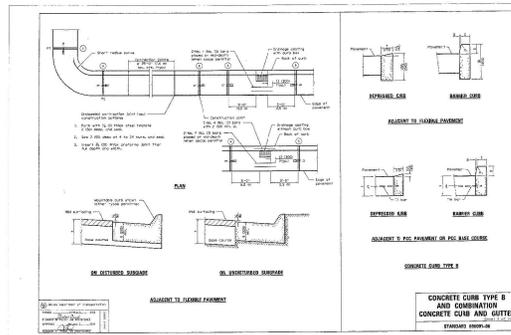
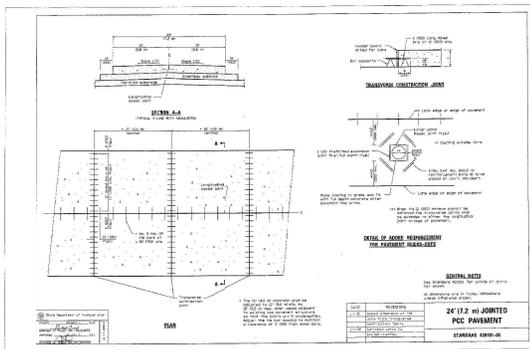
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5		APPR: LR
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CROSS SECTIONS
FROM IDOT PLANS



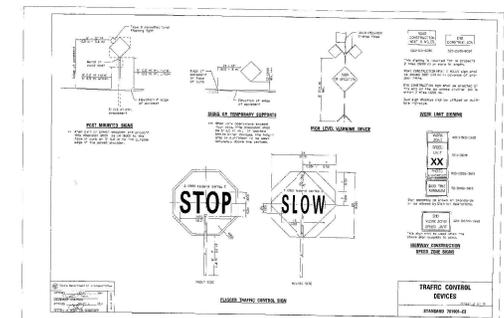
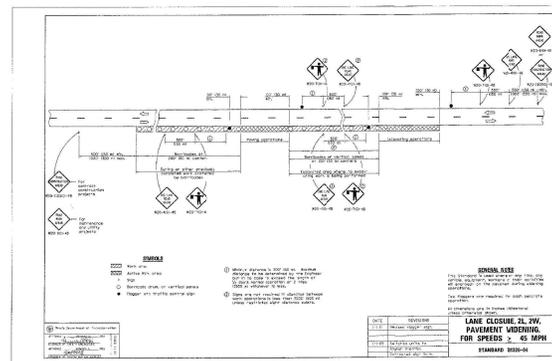
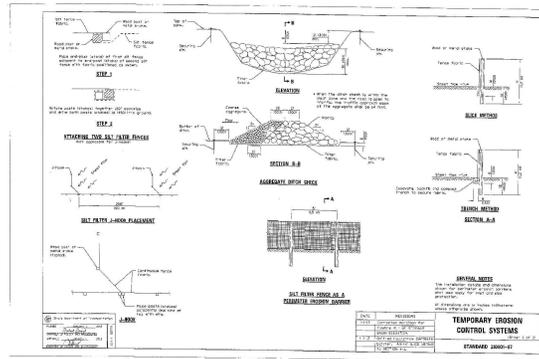
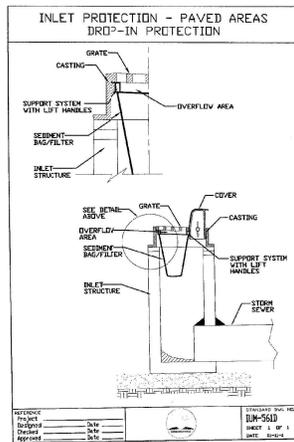
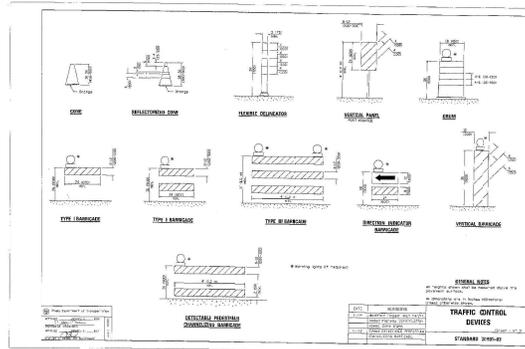
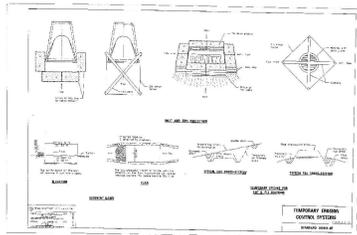
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CONSTRUCTION DETAILS



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6		



February 1, 2023

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

**Re: 507 W. Kendall Drive – Right In-Right Out Entrance
Engineering Plan Review – 3rd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above referenced project:

- IL Route 34 Improvements Right In – Out Entrance Plans (7 Sheets) dated January 9, 2023, prepared by Engineering Services Group, Inc.

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

The engineering plans have been reviewed and are found to be generally acceptable. Please provide the IDOT permit along with the proposed resolution for approval by the City Council.

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

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Jason Engberg, Senior Planner (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
TNP, PGW2, EEI (Via e-mail)

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2022\YO2249-DR 507 Kendall Drive\Docs\coyReview03.doc



Illinois Department of Transportation

Highway Permit

District Serial No. _____

Whereas, I (We) City of Yorkville/Medical Office Building c/o Engineering Services Group, Inc., 4260 Westbrook Drive - Suite 116 (Name of Applicant) (Mailing Address)

Aurora IL 60504 hereinafter termed the Applicant, (City) (State)

request permission and authority to do certain work herein described on the right-of-way of the State Highway known as US Route 34, Section from Station Kendall to Station County. The work is described in detail on the attached plan or sketch and/or as follows:

LOCATED EAST OF GAME FARM ROAD - YORKVILLE

Upon approval this permit authorizes the applicant to locate, construct, operate and maintain at the above mentioned location, a twenty-five (25) foot in width PCC commercial right-in/right-out entrance and other related improvements as shown on the attached plans which become a part hereof.

The applicant shall notify Adam Rue, Field Engineer, Phone: 630-553-7337 or the District Permit Section, Phone: 815-434-8490 twenty-four hours in advance of starting any work covered by this permit.

The state right of way shall be left in good condition. (No advertising matter shall be placed on the state right of way).

All turf areas which are disturbed during the course of this work shall be restored to the original line and grade and be promptly seeded in accordance with Standard State Specifications.

(SEE ATTACHED SPECIAL PROVISIONS)

All work authorized by this permit shall be completed 180 days after the date this permit is approved, otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this _____ day of _____,

Witness _____ Signed _____ Applicant

_____ Mailing Address _____ Mailing Address

_____ City _____ State _____ City _____ State

SIGN AND RETURN TO: Regional Engineer _____

Approved this _____ day of _____,

Department of Transportation

BY: _____ Regional Engineer

First: The Applicant represents and warrants that he/she is the party in interest respecting this Permit and that he/she is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

Second: The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer. The Applicant agrees to complete all work to the standards and specifications identified by the Regional Engineer or his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work authorized by this Permit. The Applicant agrees to restore any and all damaged portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

Third: The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. The work may be done on any day except Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours.

Fourth: The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

Fifth: The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

Sixth: The State reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and/or provide proper protection to life and property on or adjacent to the State right-of-way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities on the State right-of-way, the Applicant, upon written request by the Regional Engineer, shall perform such alterations or change of location of the facilities, without expense to the State, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the State reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.

Seventh: This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

Eighth: The Construction of access driveways is subject to the regulations listed in the "Policy on Permits for Access Driveways to State Highways." If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type as defined in that policy, the owner shall apply for a new permit and bear the costs for such revisions as may be required to conform to the regulations listed in the policy. Utility installations shall be subject to the "Policy on the Accommodation of Utilities on Right-of-Way of the Illinois State Highway System."

Ninth: If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a highway under Department jurisdiction, the permittee shall use only contractor(s) approved by the Department of Transportation for the performance of said work on the State highway. A contractor currently prequalified by the Department in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. No work on the State highway shall be performed until the Department issues an approval of the proposed contractor.

SPECIAL PROVISIONS

Whenever any of the work under this permit involves any obstruction or hazard to the free flow of traffic in the normal traffic lanes, plans for the proposed method of traffic control must be submitted to and approved by the Regional Engineer at least 72 hours, and preferably longer, before the start of work.

All traffic control shall be in accordance with the State of Illinois Manual of Uniform Traffic Control Devices and amendments thereof. It should be noted that standards and typical placement of devices shown in the Uniform Manual are minimums. Many locations may require additional or supplemental devices.

The petitioner agrees to furnish the necessary barricades, lights, and flagmen for the protection of traffic.

Traffic shall be maintained at all times.

The applicant agrees to notify the Department of Transportation upon completion of work covered under the terms and conditions of this permit so that a final inspection and acceptance can be made.

To avoid any revisions to the work completed under the highway permit, the applicant should insure the conditions and restrictions of this permit, the applicable supplemental permit specifications and permit drawing are fully understood.

If this permit work is contracted out, it will be the responsibility of the applicant to furnish the contractor with a copy of this highway permit, as the applicant will be responsible for the contractor's work.

A copy of approved permit shall be present on job site at all times the work is in progress.

The department reserves the right to reject or accept any contractor hired by the applicant.

No person, firm, corporation or institution, public or private, shall discharge or empty any type of sewage, including the effluent from septic tanks or other sewage treatment devices, or any other domestic, commercial or industrial waste, or any putrescible liquids, or cause the same to be discharged or emptied in any manner into open ditches along any public street or highway, or into any drain or drainage structure installed solely for street or highway drainage purposes.

All excavations shall be promptly backfilled, thoroughly tamped and any excess material removed from the state right of way (including rock exposed during backfilling operations). Mounding or crowning of backfill will not be permitted.

All material or equipment stored along the highway shall be placed as remote as practical from the edge of pavement in a manner to minimize its being a hazard to errant vehicles or an obstacle to highway maintenance. If material is to be stored on the highway right of way for more than two weeks prior to installation, written approval must be obtained from the department.

RESOLUTION

WHEREAS, the city of Yorkville is located in the county of Kendall, state of Illinois, wishes to allow construction of a PCC surfaced commercial entrance which by law comes under the jurisdiction and control of the Department of Transportation of the state of Illinois, and

WHEREAS, a permit from said department is required before said work can be legally undertaken by said city of Yorkville; now

THEREFORE, be it resolved by the city of Yorkville, county of Kendall, state of Illinois.

FIRST: That we do hereby request from the Department of Transportation, state of Illinois, a permit authorizing the city of Yorkville to proceed with the work herein described and as shown on enclosed detailed plans.

SECOND: Upon completion of the commercial entrance by the contractor and acceptance by the city, the city guarantees that all work has been performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the state of Illinois.

Further, the city will hold the state of Illinois harmless for any damages that may occur to persons or property during such work.

The city will require the contractor to obtain a bond and a comprehensive general liability insurance policy in acceptable amounts and will require the contractor to add the State of Illinois as an additional insured on both policies.

THIRD: That we hereby state that the proposed work is, is not, (~~delete one~~) to be performed by the employees of the city of Yorkville.

FOURTH: That the proper officers of the city of Yorkville are hereby instructed and authorized to sign said permit in behalf of the city of Yorkville.

I, _____, hereby certify the above to be a
City Clerk

true copy of the resolution passed by the City Council of the city of Yorkville, county of Kendall, State of Illinois.

Dated this _____ day of _____ A.D. 2020

(Signature)

(CORPORATE SEAL)

RESOLUTION



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

MUNICIPALITY REVIEW OF PERMIT APPLICATION

To assure that municipality officials are aware of State highway permit work requested within their municipality limits, we require acknowledgement of State Highway Permit Applications by a municipal official. The following statement must be completed and returned to the address above before a State Highway Permit will be issued.

The undersigned acknowledges that the municipality is aware that a State Highway Permit has been requested by
Engineering Services Group, Inc / White Pine LLC

_____ (company or individual)
for construction at 507 W Kendall Dr, Yorkville IL
_____ (address of permit work)
for US 34 entrance
in the municipality of Yorkville, IL

Signed _____
(Municipality Representative)

(Title)

(Date)



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

Agenda Item Number

Consent Agenda #9

Tracking Number

ADM 2023-46

Agenda Item Summary Memo

Title: Treasurer's Report for November 2023

Meeting and Date: City Council – January 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 12/20/23 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2023-46

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE
TREASURER'S REPORT - for the month ended November 30, 2023

Cash Basis

	Beginning Fund Balance	November Revenues	YTD Revenues	Revenue Budget	% of Budget	November Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 10,996,607	\$ 1,635,547	\$ 15,932,259	\$ 23,017,965	69%	\$ 1,783,422	\$ 12,597,067	\$ 23,017,965	55%	\$ 14,331,798
Special Revenue Funds										
15 - Motor Fuel Tax	319,840	80,532	695,865	999,400	70%	188,526	1,002,052	1,240,000	81%	13,653
79 - Parks and Recreation	261,118	254,107	2,185,138	3,370,030	65%	240,954	1,979,100	3,409,293	58%	467,157
87 - Countryside TIF	(1,175,044)	155	226,795	228,000	99%	167,119	219,298	227,436	96%	(1,167,548)
88 - Downtown TIF	(1,614,928)	83	121,458	122,000	100%	2,867	18,932	81,857	23%	(1,512,402)
89 - Downtown TIF II	87,577	3,435	145,465	146,000	100%	190	2,185	11,000	20%	230,857
11 - Fox Hill SSA	37,034	16	24,017	24,000	100%	1,058	9,217	60,640	15%	51,834
12 - Sunflower SSA	11,786	104	21,015	21,000	100%	1,000	14,715	18,640	79%	18,086
Capital Project Funds										
25 - Vehicle & Equipment	1,432,503	157,463	1,104,987	2,051,830	54%	503,844	1,165,175	3,099,341	38%	1,372,315
23 - City-Wide Capital	4,785,053	125,040	1,024,480	3,573,795	29%	366,024	1,290,857	4,896,994	26%	4,518,676
24 - Buildings & Grounds	1,865,907	49,802	1,164,491	33,174,623	4%	76,679	583,986	4,617,909	13%	2,446,412
Enterprise Funds										
* 51 - Water	3,955,973	385,528	14,477,316	16,264,301	89%	2,575,233	7,559,757	15,934,774	47%	10,873,532
* 52 - Sewer	2,517,832	157,486	2,012,073	3,036,752	66%	75,831	558,804	2,845,033	20%	3,971,101
Library Funds										
82 - Library Operations	793,959	18,542	1,850,588	1,866,778	99%	96,245	580,383	1,909,000	30%	2,064,164
84 - Library Capital	251,559	17,528	116,194	50,150	232%	25,064	25,064	114,500	22%	342,689
Total Funds	\$ 24,526,776	\$ 2,885,368	\$ 41,102,140	\$ 87,946,624	47%	\$ 6,104,057	\$ 27,606,593	\$ 61,484,382	45%	\$ 38,022,324

* Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-01

Agenda Item Summary Memo

Title: Yorkville Library Mini Golf FUN Raiser Day Proclamation

Meeting and Date: City Council – January 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: _____

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, libraries provide access to information and also serve as community centers; and

WHEREAS, the Friends of the Yorkville Public Library is a support group for the library; and

WHEREAS, the Friends of the Yorkville Public Library strive to focus attention on library services and needs and also help to strengthen and expand library services; and

WHEREAS, the Friends of the Yorkville Public Library participates in fundraising for library projects, programs, and the purchase of special equipment; and

WHEREAS, the Friends of the Yorkville Public Library, in partnership with the Yorkville Public Library, are hosting a Mini Golf FUN Raiser on Sunday, February 4, 2024, from 10:00 a.m. to 4:00 p.m. in the Yorkville Public Library.

NOW, THEREFORE, I, John Purcell, Mayor of the United City of Yorkville, do hereby proclaim Sunday, February 4, 2024, as the “Yorkville Library Mini Golf FUN Raiser Day” in the United City of Yorkville and encourage all residents to support the Yorkville Public Library by participating in this FUN raiser day.

Dated this 9th day of January, 2024, A.D.

John Purcell, Mayor



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-02

Agenda Item Summary Memo

Title: Rob Roy Drainage Ditch Additional Work Quote

Meeting and Date: City Council – January 9, 2024

Synopsis: Proposed additional brush and tree clearing on the Rob Roy Drainage Ditch

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: December 27, 2023
Subject: Additional Work in Rob Roy Drainage Ditch

Summary

Staff is seeking permission to approve a single source bid to Homer Tree Service for additional work that is needed on the Rob Roy Drainage Ditch. Homer was the awarded contractor for the work that was approved on November 14, 2023.

Background

During the RFP process I unintentionally neglected to include a branch of the Rob Roy drainage ditch in the RFP. This branch splits off just north of Corneils Rd. and continues north to an area near the old Aurora Blacktop plant on East Beecher Rd. near Galena Rd. I have included a highlighted map for reference.

Since the grant money must be spent by the end of 2024, staff recommends that this work be completed along with the larger project.

The additional area is approximately 4900' in length and 60' wide. The quote was for \$58,000, and the scope remains the same as the base contract. This would include removing all trees and brush and hauling away any chips. Although the price per linear foot is higher than the other work, staff still believes that this is a reasonable price. The original project had areas of dense trees along with large areas of very sparse, to no trees to balance out the bid. This area has dense trees, brush, and an area that appears is going to be a little more labor intense due to the proximity of a pond.

The amount of the ARPA grant from Kendall County was \$500,000. The original bid came in at \$180,500. The additional work is being quoted at \$58,000, leaving the drainage district with \$261,500 to spend on stabilization and restoration before the grant runs out at the end of 2024. To date, no work has been completed on this project, so there would not be any remobilization costs for this quote. The contractor is waiting for colder weather so the ground can freeze so they do not rut up the farmers fields.

Once this project commences, staff will have a much better idea of when we will have to prepare the RFP for any stabilization and restoration work that is needed to make sure we have completed all work by December 31, 2024.

Recommendation

Staff recommends accepting the quote from Homer Tree Service, Inc. of Lockport, IL in the amount of \$58,000 for additional work as described in the proposal. Since this is a sole source quote, a supermajority vote is required.



December 12, 2023

United City of Yorkville
Attn: Eric Dhuse

ROB ROY CREEK DRAINAGE DITCH CLEARING – YORKVILLE, IL – AW

Please find below our bid proposal for tree work to be performed at the above referenced project.

Scope of Work:

Clear trees and brush at 60' wide as for North Branch as shown in blue in attached image. Terms & conditions from base contract to apply.

Mobilization:

Property lines and clearing limits must be marked prior to our mobilization. Project site must have equipment access to clearing areas with no parked cars near removal areas. Price includes one mobilization.

Terms & Conditions:

Documented tree removal quantities must be received by Homer Tree Service, Inc. from engineer prior to mobilization. Price based on bid quantity minimums. **Terms: net 30; zero % retention. Pricing is only valid for 90 days.**

Ownership:

The client warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Homer Tree Service, Inc. is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Additional Work:

Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown condition not apparent in estimating the work specified, shall be paid for by the client.

Exclusions:

Price does not include minority/female labor participation, PLA participation, restoration, stump backfill, traffic control, costs for contractor's bonds & dues, contractor grading, debris removal, herbicide, permits or flaggers.

ADD TO CONTRACT -----\$58,000.00

This Agreement constitutes the complete and final agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, assertions, affirmations, promises, agreements and understandings relating to such subject matter. No provision of this Agreement or any instrument executed pursuant to this Agreement may be modified or waived except by an instrument in writing executed by the party against whom such modification or waiver is sought. Waiver of any provision of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. This Agreement shall be binding upon the permitted successors and assigns of each Party.

Please sign and fax back to our office as your acceptance of the above proposal and terms. We look forward to working with you on this project.


Homer Tree Service, Inc.

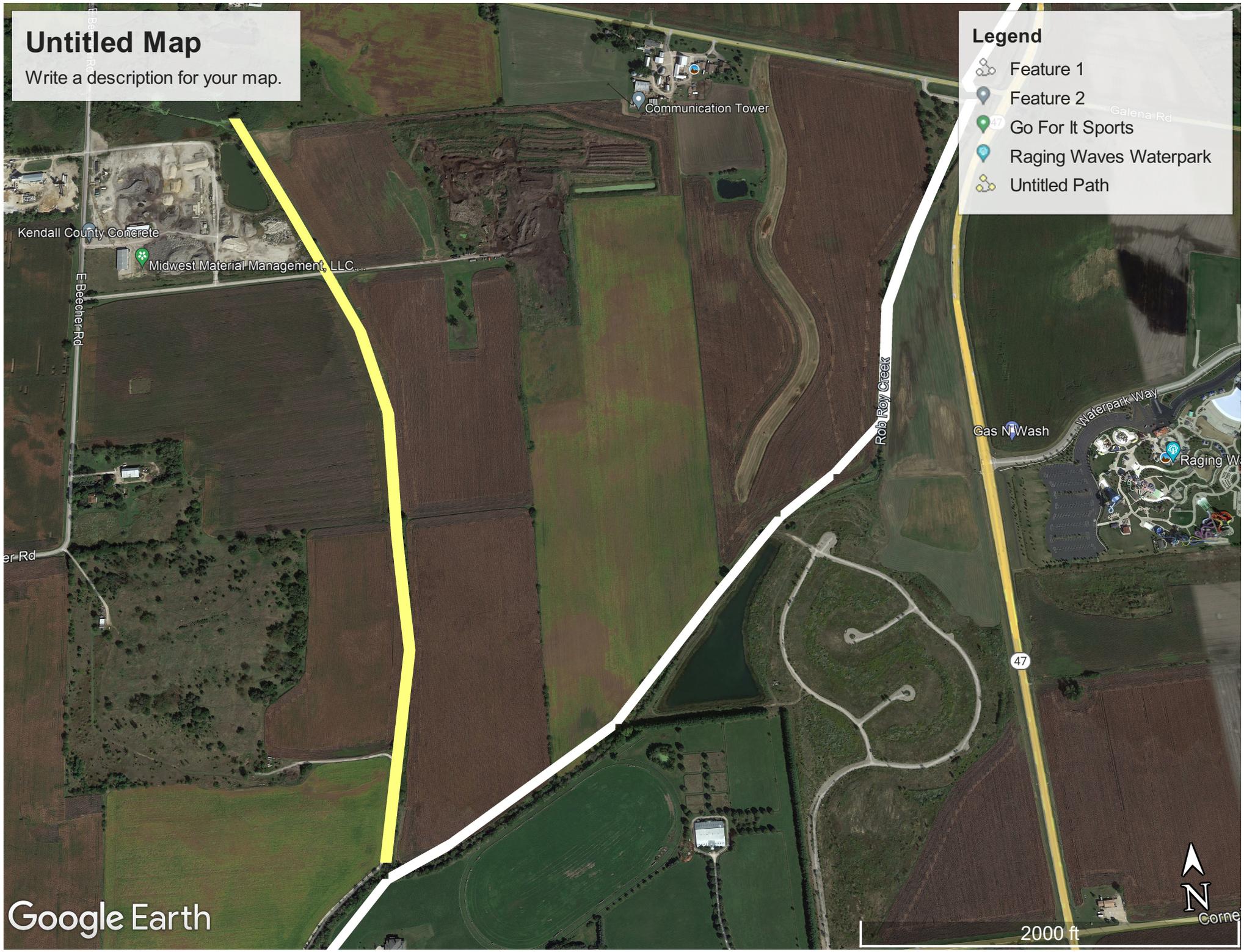
Accepted By: _____

Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Feature 2
-  Go For It Sports
-  Raging Waves Waterpark
-  Untitled Path





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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-04

Agenda Item Summary Memo

Title: Liquor Code Amendment – Cocktails To-Go

Meeting and Date: City Council – January 9, 2024

Synopsis: _____

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:



Memorandum

To: City Council
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator
Date: January 3, 2024
Subject: Liquor Code Amendment – Cocktails To-Go

Summary

Proposed amendment of the liquor code, specifically introducing the option for cocktails to-go within the A1, A2, R1, R2, BG, and C liquor license classes.

Background

Under Section 6-28.8 of the Illinois Liquor Control Act, recognized as the “cocktails to-go law” permits qualifying retailer licensees, which include restaurants and bars, to provide carryout and delivery of mixed drinks and single servings of wine for off-premises consumption. Initially enacted during the summer of 2020 by Governor Pritzker as a response to the challenges posed by the pandemic, this law has been extended until August 1, 2028.

Requests from local establishments during the pandemic underscored the growing interest in selling cocktails to-go. We are still seeing interest in this option and have been contacted by a local restaurant recently. Given the Governor’s recent four-year extension of this law, we decided to enhance our local establishments’ operational flexibility by incorporating this option into our liquor code.

In alignment with state directives, the proposed amendments will encompass the stipulated requirements for the sale of to-go cocktails. Furthermore, a sunset clause will be incorporated, allowing for the removal of this provision should the Governor decide against further extensions. A red-lined version of the city code is provided to show the proposed change to the current liquor code, along with a draft ordinance.

Recommendation

Staff recommends approval of the attached ordinance.

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING THE REGULATIONS FOR LIQUOR LICENSES**

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, pursuant to section 5/4-1 of the Liquor Control Act of 1934 (the “Act”), as amended, (235 ILCS 5/1-1 et seq.) the corporate authorities have the power to determine the number, kind and classification of liquor licenses and the regulations for the sale of alcoholic beverages; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted; and

WHEREAS, Section 6-28.8 of the Act (235 ILCS 5/6-28.8) permits qualifying retailer licensees, which include restaurants and bars, to provide carryout and delivery of mixed drinks and single servings of wine for off-premises consumption; and

WHEREAS, Section 6-28.8 of the Act was scheduled to expire on January 3, 2023; and

WHEREAS, on May 31, 2023, Governor JB Pritzker signed into law Public Act 103-0004, extending the life of Section 6-28.8 of the Liquor Control Act until August 1, 2028; and

WHEREAS, the Mayor and City Council of the United City of Yorkville desire to amend the Yorkville City Code to permit certain liquor license holders to provide carryout and delivery of mixed drinks and single servings of wine for off-premises consumption.

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 3, Chapter 3 of the Yorkville City Code be and is hereby amended by adding the following Section 3-3-22: Cocktails To-Go:

3-3-22: Cocktails To-Go

A holder of a Class A1, A2, R1, R2, BG, and C license may be permitted to sell cocktails and/or mixed drinks to-go for off-premises consumption, subject to the following restrictions:

- A. **Transfer to Consumer:** To-go cocktails may be transferred to the consumer within the licensed premises for carryout, transferred via curbside pickup, or delivered by the retail licensee. To-go cocktails may only be sold or delivered by an employee of the retail licensee, who is at least 21 years-of-age, and has a valid Beverage Alcohol Sellers and Servers Education and Training (BASSET) license.
1. **Age Verification:** Before transferring or delivering a to-go cocktail to a consumer, the employee must verify the consumer is at least 21 years-of-age. If the employee cannot safely verify the consumer's age or intoxication level upon delivery, the employee must cancel the sale of the to-go cocktails and return the drinks to the retail licensee's location.
 2. **Employee Delivery / Curbside Pickup:** To-go cocktails must be placed in the trunk of the vehicle, or, if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area. To-go cocktails must not be placed or transported in the passenger area of a vehicle.
 3. **Third-Party Delivery Prohibited:** Delivery of to-go cocktails by a third-party delivery service is prohibited.
- B. **Container / Packaging:** To-go cocktails must be packaged by the retail licensee at the licensee's location in a sealed, tamper-evident container:
1. **Sealed Container:** A new container that is rigid, with a secured lid or cap designed to prevent consumption without removal of the tamper-evident lid or cap. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.
 2. **Tamper-evident:** The lid or cap must be sealed with a tamper-evident cover, such as wax dip or heat shrink wrap. Tamper-evident covers must be designed to make it apparent that the container has been opened or tampered with after the container was sealed by the retail licensee.
- C. **Labeling:** Each to-go cocktail container must have a label or tag attached that contains the following information:
1. The Cocktail or mixed drink name and ingredients, including but not limited to the type(s) of the alcohol in the drink;
 2. The name, State license number, and address of the retail licensee that filled the original container and sold the to-go cocktail;
 3. The volume of the cocktail, mixed drink, or single serving of wine in the sealed container; and
 4. Information showing that the sealed container was filled less than 7 days before the date of sale, such as a bottling date or packaging date.
- D. **Sunsetting Provision:** This Section 3-3-22 shall remain in full force and effect so long as Section 6-28.8 of the Illinois Liquor Control Act (235 ILCS 5/6-28.8)

remains in effect. Repeal of Section 6-28.8 of the Illinois Liquor Control Act shall result in the automatic repeal of this Section 3-3-22 of the Yorkville City Code.

Section 2. Each section, clause, and provision of this Ordinance shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Ordinance.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

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. 2024.

MAYOR

Attest:

CITY CLERK

CHAPTER 3 LIQUOR CONTROL

3-3-1: Definitions:

- A. Unless the context otherwise requires, the words "*beer*", "*alcoholic liquor*", "*original package*", "*retailer*", "*club*", "*to sell*", "*sale*" and "*sell at retail*" shall have the same meanings and definitions as said words have and are defined in an Act Relating to Alcoholic Liquors, approved January 31, 1934, as amended (234 ILCS).
- B. "*Hotel/motel*" means every building or other structure, kept, used, maintained, advertised and held out to the public to be a place where food is served and consumed and sleeping accommodations are offered for pay to travelers and guests, whether transient, permanent or residential, in which twenty-five (25) or more rooms are used for sleeping accommodations and where dining rooms are maintained in the same building or buildings.
- C. "*Local Commissioner*" shall mean the Mayor of the City in his capacity as Local Liquor Control Commissioner, as defined in said state Liquor Control Act (235 ILCS 5/4-2), together with any persons appointed by the Mayor, with the advice and consent of the City Council, to assist him in the exercise of the powers and the performance of the duties herein provided for such Liquor Control Commissioner.
- D. "*Restaurant*" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity, and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. In further helping to define the term "restaurant" as used herein, a restaurant shall be considered to be any facility in which the chef or cook preparing food is a person other than a bartender, and a facility in which the hours for sale of food are the exact same as the hours for the sale of alcoholic beverages.

Any establishment other than a package liquor store or not for profit club, which reports at least fifty percent (50%) of its gross sales as being from the sale of alcohol products, shall be conclusively presumed to be a retail license applicant, rather than entitled to a restaurant class license.

- E. "*Banquet hall*" means every building or public place kept, used, maintained, and held out to the public to be a place where banquets, weddings and other single day events and parties are catered to and where no other portion of the premises is used for any other purpose defined herein.
- F. "*Video gaming cafe*" means a business which serves wine, beer, or liquor, with or without food, where more than fifty percent (50%) of the revenue of the business is derived from video gaming. Video gaming cafes include establishments whose primary focus or major focus is video gaming and the service of alcohol and food is secondary to the video gaming operation.
- G. "*Gasoline service station*" means a place where gasoline, stored only in underground tanks, kerosene, lubricating oil or grease, for operation of automobiles, are offered for sale directly to the public on the premises, and including minor accessories and the services of automobiles, mechanical or manual washing of automobiles, but not including major automobile repairs. Gasoline service stations shall not include sale or storage of automobiles or trailers (new or used).

(Ord. 1979-16A, 9-27-1979; Ord. 1996-1, 1-11-1996; Ord. 2010-46, 10-12-2010; Ord. 2018-06, 1-23-2018; Ord. 2020-11, 2-25-2020)

3-3-2: License and compliance required:

- A. It shall be unlawful for any person to sell at retail alcoholic liquor within the corporate limits of the City without having a license so to do, issued by the Local Commissioner, as provided by the state Liquor Control Act or in violation of the terms of this chapter.
- B. The Local Liquor Control Commissioner may grant an exemption to the prohibition in section 6-11(a) of the Liquor Control Act of 1934, with or without conditions, when in the opinion of the Commissioner it is in the best interest of the City.

(Ord. 1979-16A, 9-27-1979; amd. Ord. 2018-56, 10-23-2018)

3-3-3: Application for license and renewal:

The Local Liquor Control Commissioner shall grant liquor licenses in accordance with the provisions of the laws of the State of Illinois and provisions of this chapter. Any person desiring a license under this chapter shall make application to the Local Liquor Control Commissioner to be filed with the City Clerk who shall provide a blank form for that purpose in such form as may be designated by the Local Liquor Control Commissioner. The application shall be sworn to by the applicant, if an individual, and by at least two (2) members of any partnership applying for such license. Applications by corporations shall be subscribed and sworn to by the President and attested by the Secretary thereof. All nonrenewal applications shall include a nonrefundable license application fee of three hundred fifty dollars (\$350.00) to cover application handling and the costs to conduct background investigations of the applicants. All applications shall set forth such facts as may be necessary to show that the applicant is entitled to a license under the laws of the state and this chapter, including a description of the premises to be used by the licensee under the license.

Each licensee shall make application for renewal of his or her license to the Liquor Control Commissioner not less than thirty (30) days prior to the end of the licensing period. If a renewal applicant is not timely in his renewal application, additional fees will be assessed. Any renewal applicant submitting an application for renewal less than thirty (30) days but not less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of one hundred dollars (\$100.00). Any renewal applicant submitting an application for renewal less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of seven hundred fifty dollars (\$750.00). The annual license fee for the license must accompany the renewal application. If the Liquor Control Commissioner determines that the renewal application contains information that is in any way changed from the original application for license, in which case a new investigation of the license is necessary, a fee of one hundred dollars (\$100.00) shall be charged to the licensee to cover the costs of such investigation, in addition to the yearly license fee.

If, after investigation, it is determined that the applicant is not entitled to a renewal license, the yearly license fee shall be returned. The charge for the investigation is nonrefundable.

A renewal license shall be issued provided the licensee is entitled to receive a license and provided that the premises for which renewal license is sought are suitable for such purposes; provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the corporate authorities from decreasing the number of licenses to be issued within the City.

In the event that the City shall reduce the number of licenses below that number issued in the prior year and the number of applicants do not decrease such as to be equal to or less than the number of available licenses, the Liquor Control Commissioner, in determining which licenses to renew such that the number of licenses issued is equal to the number of available licenses, may consider the date of application, years holding prior licenses, adequate service to areas in City, record of violations or any other reasonable basis.

(Ord. 2019-37, 7-23-2019)

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(Supp. No. 5)

3-3-4: Classes of licenses:

A. *Classes:* The classifications of liquor license holders shall be as follows:

1. *Retail—Tavern/bar:*

A1 - Beer, wine, liquor, and package (excluding gasoline service stations and video gaming cafes).

A2 - Beer, wine, and liquor (excluding gasoline service stations and video gaming cafes).

A3 - Beer, wine, liquor and package in conjunction with a gasoline service station.

A4 - Beer, wine, and liquor service at video gaming cafes.

2. *Restaurant:*

R1 - Beer, wine, liquor and package (excluding video gaming cafes).

R2 - Beer, wine and liquor (excluding video gaming cafes).

3. *Package:*

B - Beer, wine, and liquor (carryout only).

B1 - Beer and wine (carryout only).

4. *Other licenses:*

BG - Bar and grill (excluding video gaming cafes). These licenses shall be treated during the daytime until 9:00 p.m. as an R1 restaurant, and thereafter until closing each day as an A2 Retail—Tavern/bar.

BH - Banquet hall. Authorizes the licensee to sell alcoholic liquors for consumption on the premises of any banquet hall, as well as an outdoor beer garden or patio area. Outdoor service is subject to the regulations listed in section 3-3-4-5 of this chapter.

C - Club (nonprofit, private, fraternal).

CA - Catering. Authorizes the licensee to sell alcoholic liquor in connection with the operation of a catering business with its business license location within the City to sell to the general public alcoholic liquor in its original packages only, for consumption at a private party in the City when the food for said party is prepared by the licensee.

F - Service from premises on City right-of-way available only to the adjacent Class A, R, or C license holder.

G - Beer garden/patio service (available only to Class A, R, or C license holders).

GBS - Gift basket sales.

- a. Authorizes a licensee to sell beer, wine, and liquor, by a retail dealer which is located in an area zoned as a Business Zoning District (B-1, B-2, B-3, or B-4) and which pays retailer occupation tax (commonly referred to as "sales tax"), said alcoholic liquor being sold double packaged as part of another product, generally described as a "gift package or gift basket". Any alcoholic liquor offered for sale shall not be displayed separately from the gift package or gift basket, nor shall it be sold separately or delivered separately from the gift package or gift basket. Furthermore, all alcoholic liquor sold under this license classification shall be sold only and strictly for delivery in the gift package or gift basket off-premises and shall be consumed off-premises. Sale of alcohol, alone, and not as part of a gift basket arrangement is strictly prohibited under this license. All other sections of the United City of Yorkville Liquor Control Ordinance shall apply to this license, including, but not limited to, the hours of sale requirements of section 3-3-12.

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- b. In addition to other application requirements under this chapter 3, a Class GBS license shall only be issued to applicants who can demonstrate that they are operating a bona fide gift basket business.
 - c. The annual fee for the GBS license shall be two hundred fifty dollars (\$250.00).
 - d. For the purposes of this license classification, "gift basket" shall be defined as a decorative gift container which may be constructed of wood, metal, plastic, woven rope, decorative paper, or a decorative plastic bag or such similar material, said container to hold not only the alcohol but also to hold other decorative or gift items to make up the "gift".

GC - Golf course. Authorizes the licensee to sell alcoholic liquor to its patrons and guests by the drink, for consumption in the clubhouse and on the golf course, and not for resale in any form. The license shall only be available for premises defined as "golf course/clubhouse" herein which has a minimum of one hundred (100) total acres for an eighteen-hole or greater course or a minimum of fifty (50) total acres for a nine-hole course. "Golf course/clubhouse" means a public or private golf course with a clubhouse having facilities used, kept and maintained as a place where food is served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

H - Hotel/motel.

- a. Authorizes the licensee to sell beer, wine and liquor for consumption on the premises where sold. This shall include all banquets, conventions, meetings, group dining services, catering, lobby and meeting room service.
- b. Authorizes the licensee to charge by the drink or cover the drink charges under the hotel fees.
- c. Authorizes the licensee to serve beer and wine only, for consumption by patrons of a hotel on the premises of a hotel (manager's reception) with a limit of no more than two (2) drinks per hotel patron per day.
- d. Authorizes the licensee to place small, locked refrigerated units containing alcoholic beverages (commonly referred to as "minibars") in the guestrooms. Keys for said units may only be provided to hotel guests who are at least twenty-one (21) years of age.

J - Bring your own. Authorizes the holder of an A-1 license to allow patrons to bring in their own beer or wine to private events held in an area of the business not open to the general public. Such BYO private events shall not be held more than once per month.

K - Movie theater. Authorizes the licensee to sell beer, wine, and liquor for consumption only on the licensed premises operating as a movie theater, consisting of a single or multi-screen operation in conjunction with the purveying of food for consumption on the premises, and further provided that the sale of food and alcoholic beverages shall be an accessory to the operation of the premises as a movie theater.

- a. All alcoholic beverages shall be poured from their original containers into a clear plastic container before serving to patrons. No glass containers or cans shall be served to patrons.
- b. No more than one (1) alcoholic beverage may be delivered or served to a customer at any one (1) time.
- c. No happy hour practices shall be allowed on the licensed premises.
- d. All alcohol purchasing and consumption laws apply including the carding of patrons.
- e. There shall be no service to intoxicated patrons.

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- f. Outside alcoholic beverages are not permitted. Alcoholic beverage service shall be provided to movie theater patrons only.

L - Brewery. The manufacturing and retail sale of less than nine hundred thirty thousand (930,000) gallons of beer per year for consumption on and off the premises, the retail sale on the premises of beer and wine products not manufactured on the premises and the sale to importing distributors, distributors and to other retail liquor licensees. A brewery shall also be licensed as a Class 1 brewer by the Illinois Liquor Control Commission. A brewery may include a tavern or restaurant as an ancillary use in compliance with the ordinances of the City and any condition imposed upon its liquor license. The area of the retail sales area shall not be more than twenty-five percent (25%) of the total floor area of the premises.

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

Microbrewery/brewpub/micro-winery/winery is also authorized to:

- a. Sell beer, wine, and spirits not manufactured on-premises for consumption on the premises but can not total more than fifty (50) percent of sales;
- b. Furnish samples of the manufactured/produced wine or beer for consumption on the premises;
- c. Sell the manufactured/produced wine or beer by the glass for consumption on the premises;
- d. Sell the manufactured/produced wine or beer in the original corked, capped or sealed and labeled container for consumption on or off the premises; or
- e. Permit a patron to remove one unsealed, partially consumed bottle of wine for off-premises consumption. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent one-time use tamper-proof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron.

MD - Microdistillery.

- a. *Microdistillery license*: An MD microdistillery license authorizes the on-site production, sale, and consumption of specified types of alcoholic liquor, as determined by the Local Liquor Control Commissioner, in quantities not to exceed fifteen thousand (15,000) gallons per year. The production, sale, and consumption of such alcoholic liquor shall be subject to the restrictions contained in this chapter and the State of Illinois Liquor Control Act, as amended.
- b. *Craft distiller license*: A microdistiller shall obtain, prior to the issuance of its Class MD license, a valid craft distiller license issued by the State of Illinois. All products produced and stored on the licensed premises must be registered with the Illinois Liquor Control Commission.
- c. *Sale for off-premises consumption*: The production and sale of alcoholic liquor for consumption off the premises is permitted. Such sales shall be in containers containing not less than three hundred seventy-five milliliters (375 mL) in volume.
- d. *Sale for on-premises consumption*: The production and sale of alcoholic liquor for consumption on the licensed premises is permitted only with the granting of an SE special events license, or sampling shall be allowed pursuant to the following conditions:
 - (1) Sampling is permitted without a charge and only in conjunction with prescheduled guided tours of the licensed premises or as scheduled during regular business hours. Such tours

must be for the sole purpose of promoting the sale of the alcoholic liquor produced and stored on the licensed premises.

- (2) All sampling shall be attended and supervised by a BASSET certified site manager and only in a designated on-site accessory tasting room.
- (3) Licensees shall not provide more than six (6) free samples, each of which shall not exceed one-fourth (¼) fluid ounce, to any person in a single day.
- (4) Sampling shall be subject to such further regulations as deemed necessary from time to time by the Local Liquor Control Commissioner.

S - Sports complex. Authorizes the licensee of a sports complex with a track, turfed field, and court to sell beer and wine to its patrons and guests by the drink, for consumption within the sports complex facility and also on the sports complex grounds when an event is being held.

SE - Special events (fifty dollar (\$50.00) fee optional at Mayor's discretion). "Special events" shall be defined as an event in which alcoholic beverages are being served, or for which public entertainment is desired by a holder of a valid City liquor license. A special event shall be determined to be not in excess of three (3) continuous days in duration, and said license shall be issued to a current City liquor license holder for either entertainment or special events serving of alcoholic beverages for the fee set out above. In the event a special event occurs for a duration of more than three (3) continuous days, a second or separate special events license may be requested together with the payment of an additional fifty dollar (\$50.00) license fee.

SNC - Serving of wine or beer in conjunction with a service, instruction or exhibition for which a fee is charged for such service, instruction or exhibition but no charge for the wine or beer and no more than one (1) drink served per hour to any attendee.

T - Temporary permits (thirty-five dollar (\$35.00) fee optional at Mayor's discretion). The Local Liquor Control Commissioner shall have authority to issue a temporary permit for the sale of alcoholic liquor to be consumed on the premises at a banquet, picnic, bazaar, fair or similar private or public assembly (a "special event") where food or drink is sold, served or dispensed. Such temporary permit may only be issued to: a) a political subdivision; b) a club, society, fraternal or benevolent organization or association which is organized as a not for pecuniary profit; or c) a winery for the sale of its wine or a microbrewery, brewpub, or craft brewer for the sale of its crafted beer while participating in such special event. A temporary permit shall be for a period of not more than four (4) days. No more than three (3) temporary permits may be granted to any organization during a calendar year, except when the Local Liquor Control Commissioner has issued a temporary permit to the City.

B. *Uses permitted:*

1. A holder of any liquor license within the City shall be entitled to sell and advertise for sale those products for which the applicant is permitted to sell under the classification of its license pursuant to subsection A of this section.
2. A holder of a Class A1 through A4 license may additionally be permitted to have live entertainment on-premises, subject to the terms and conditions and compliance with all existing state compiled statutes and City ordinances, including, but not limited to, section 3-3-16 of this chapter. The application cost for a holder of Class A1 through A4 license to permit on-premises live entertainment shall be three hundred dollars (\$300.00) per year, or fifty dollars (\$50.00) per event (events not to exceed a twenty-four-hour period).
3. A holder of a Class A1 through A4 license may furthermore be permitted to allow the sampling and/or tasting of the products being sold subject to the following restrictions:

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- a. The administration of such sampling and/or tasting shall be done under the supervision of a department manager or facility manager, and the actual serving shall be done only by a person over the age of twenty-one (21) years; and
 - b. The sampling and/or tasting, consumption, or possession of any alcoholic liquor by any person under the age of twenty-one (21) years is strictly prohibited, and the server of such sample and/or taste will bear the responsibility of enforcing such prohibition; and
 - c. The sampling and/or tasting may not be offered more than two (2) times a week and shall not exceed six (6) hours for each day of such sampling and/or tasting; and
 - d. Sampling and/or tasting must occur in a single designated location; multiple locations are strictly prohibited; and
 - e. The samples and/or tastes shall be limited to two (2) ounces or less of beer and/or wine, and the samples and/or tastes shall be limited to one (1) or two (2) ounces or less of liquor; and
 - f. The number of products to be sampled or tasted on any one (1) day shall be limited to three (3) or less.
4. A holder of a Class B and B1 license may furthermore be permitted to allow the sampling and/or tasting of the products being sold subject to the following restrictions:
- a. The administration of such sampling and/or tasting shall be done under the supervision of a department manager or facility manager, and the actual serving shall be done only by a person over the age of twenty-one (21) years; and
 - b. The sampling and/or tasting, consumption, or possession of any alcoholic liquor by any person under the age of twenty-one (21) years is strictly prohibited, and the server of such sample and/or taste will bear the responsibility of enforcing such prohibition; and
 - c. The sampling and/or tasting may not be offered more than two (2) times a week and shall not exceed six (6) hours for each day of such sampling and/or tasting; and
 - d. Sampling and/or tasting must occur on the premises if the sale of alcoholic beverages is the primary function of the licensee or in a single designated location within the premises if alcoholic beverages are not the primary goods being sold by the licensee; and
 - e. The samples and/or tastes shall be limited to beer, wine, and liquors pursuant to subsection B.4.g of this section; and
 - f. The samples and/or tastes shall be limited to one (1) ounce or less of beer and/or wine; and the samples and/or tastes shall be limited to one-half (½) of one (1) ounce or less of liquor; and
 - g. The number of products to be sampled or tasted on any one (1) day or at any single event shall not exceed the following:
 - (1) The number of wines that may be sampled or tasted on any one (1) day or at any single event shall not exceed twenty-five (25); or
 - (2) The number of beers that may be sampled or tasted on any one (1) day or at any single event shall not exceed twenty-five (25); or
 - (3) The number of liquors that may be sampled or tasted on any one (1) day or at any single event shall not exceed two (2) product lines.
 - h. Upon application and approval by the Liquor Commissioner, a licensee may seek a temporary variance from subsections B.4.e and/or B.4.g of this section in order to conduct a special event.
 - (1) Special event: An activity conducted to support the licensee's regular business:

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- (A) For a specific date or dates; and
 - (B) For a specific time period not to exceed six (6) hours per day and for no more than four (4) days during any one-year period;
 - (C) Conducted only on licensee's premises.
- (2) Variance application procedures:
- (A) Application for permission to conduct a special event shall be written, signed by the licensee, verified under oath, and shall contain the following information:
 - (i) Name and address of applicant;
 - (ii) The person or persons in charge of the event;
 - (iii) The place of the proposed event;
 - (iv) The date or dates and time of the proposed event;
 - (v) A brief description of the nature of the event.
 - (B) The Liquor Commissioner may call a formal hearing as to any application upon written notice to the applicant. All interested persons shall be heard at that time.
 - (C) The decision of the Liquor Commissioner regarding an application shall be issued in writing and mailed to the applicant within thirty (30) days after submission of said application and shall list the specific time, place, date and hours during which said special event is authorized or a declaration that the special event is not authorized along with a written opinion in support or explanation of said decision. The Liquor Commissioner may also impose any other reasonable conditions or restrictions as to the manner in which said special event is conducted. A copy thereof shall be forwarded to the Chief of Police.
 - (D) The violation by applicant of any condition or restriction imposed by the Liquor Commissioner, pursuant to this subsection B.4.h, shall be good cause for denying subsequent application.
5. A holder of a Class M license may furthermore be permitted to allow the sampling and/or tasting of the products being sold subject to the following restrictions:
- a. The administration of such sampling and/or tasting shall be done under the supervision of a department manager or facility manager, and the actual serving shall be done only by a person over the age of twenty-one (21) years; and
 - b. The sampling and/or tasting, consumption, or possession of any alcoholic liquor by any person under the age of twenty-one (21) years is strictly prohibited, and the server of such sample and/or taste will bear the responsibility of enforcing such prohibition; and
 - c. The sampling and/or tasting shall not exceed six (6) hours for each day of such sampling and/or tasting; and
 - d. Sampling and/or tasting must occur in a single designated location; multiple locations are strictly prohibited; and
 - e. The samples and/or tastes shall be limited to two (2) ounces or less of beer and/or wine, and the samples and/or tastes shall be limited to one (1) or two (2) ounces or less of liquor; and

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- f. The number of products to be sampled or tasted on any one (1) day shall be limited to three (3) or less.

C. *Not for profit club licenses regulations:*

1. *Compliance with liquor regulations:* Each holder of a fraternal order, private club and not for profit association liquor license in the City shall be required to comply with all other liquor control requirements of the City and the state in applying for such a license and during the effective days of said license.
2. *Crowd control:*
 - a. In the event special events or regular events are held on the premises of any holder of said license, in which it is reasonably anticipated that two hundred fifty (250) people or more shall be present, then in that event the holder of said license shall be required to provide, at their own expense, at least one (1) uniformed security person, to provide security for crowd control purposes, when alcoholic beverages are in fact served.
 - b. In the event a crowd of less than two hundred fifty (250) persons is anticipated when alcoholic beverages are served on-premises, no security person shall be required by the City to be maintained on said premises.
 - c. In the event a function is held on the premises of any such holder of the above-referenced license at which alcoholic beverages are not to be served, no security person shall be required regardless of number of patrons present.

(Ord. 1987-4, 5-14-1987; Ord. 1990-28, 12-13-1990; Ord. 1996-1, 1-11-1996; Ord. 1999-1, 1-14-1999; Ord. 2005-56, 7-12-2005; Ord. 2006-28, 3-28-2006; Ord. 2007-55, 7-24-2007; Ord. 2008-22, 3-11-2008; Ord. 2010-40, 7-27-2010; Ord. 2010-46, 10-12-2010; Ord. 2011-42, 8-9-2011; Ord. 2013-13, 2-26-2013; Ord. 2013-21, 4-23-2013; Ord. 2014-77, 12-9-2014; Ord. 2015-05, 1-27-2015; Ord. 2015-13, 3-24-2015; Ord. 2015-24, 5-12-2015; Ord. 2017-54, 10-24-2017; Ord. 2018-06, 1-23-2018; Ord. 2018-21, 4-10-2018; Ord. 2018-58, 11-13-2018; Ord. 2019-02, 1-29-2019; Ord. 2019-34, 7-9-2019; Ord. 2019-52, 9-24-2019; Ord. 2019-69, 11-26-2019; Ord. 2003-30, 5-13-2003; Ord. 2004-25, 5-11-2004; Ord. 2010-40, 7-27-2010; Ord. 2020-01, 1-14-2020; Ord. 2020-11, 2-25-2020; Ord. 2021-08, § 1, 3-23-2021; Ord. 2021-17, § 1, 8-24-2021; Ord. 2022-12, § 1, 4-12-2022)

3-3-4-5: Outdoor liquor license:

- A. *Licenses required for outdoor sale and service* (see also subsection 3-3-4A4 of this chapter): It shall be unlawful for any licensee or person, firm, corporation, partnership or club to sell, offer to sell or serve any alcoholic liquor from an outdoor location adjacent to the building premises without first:
 1. Obtaining a Class F license as authorized and regulated in this section for premises on adjacent City right-of-way; or
 2. Obtaining a Class G license as authorized and regulated in this section for beer garden/patio service on the property of an existing licensee's building premises; and
 3. Being a license holder in good standing of a Class A, R or C license.
- B. *Entertainment:* No entertainment shall be allowed on the premises of a Class F license and it shall be unlawful for any holder of a Class G license to play or cause to play amplified music or cause to have performed such other forms of entertainment by means or use of electronic amplification except during the following times and following days (unless otherwise when extended by the Mayor at his discretion), and then only when all other applicable City ordinances have been adhered to:
 1. Friday and Saturday: 12:00 noon to 10:00 p.m.

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2. Sundays and legal holidays recognized by the federal government: 12:00 noon to 8:00 p.m.; except that on the following Sundays when the hours shall be extended to 10:00 p.m.:
 - a. The Sunday before July 4, when the fourth falls on Monday.
 - b. The Sunday before Memorial Day.
 - c. The Sunday before Labor Day.
 3. Amplified music or other entertainment shall not be presented in such a manner so that it can be heard more than seventy-five feet (75') from the premises which holds the license.
- C. *Restrictions:* It shall be the affirmative duty of the license holder as a condition of a Class F or G license to maintain and perform the following requirements:
1. Presentation and continued maintenance of a certificate of insurance with the City for coverage of the outdoor service area, including all applicable dramshop insurance for both Class F and G licenses and commercial general liability coverage for Class F licenses.
 2. Outdoor service and consumption of alcohol shall be in an identified cordoned off area, as approved by the City Liquor Control Commissioner. The area must be owned or leased by a Class G license holder or for a Class F license in compliance with the zoning ordinance and authorized by the City.
- D. *Establishment restrictions:*
1. No alcoholic beverage shall be sold, served or consumed in the outdoor service area of a Class F license after 11:00 p.m. each day until 6:00 a.m. of the following day.
 2. Alcoholic beverages consumed in the outdoor area must be purchased on the premises where the outdoor area is permitted by the City liquor license.
 3. Entrance and exit points for the outdoor area shall be restricted as approved by the City Liquor Control Commissioner. There shall be one (1) emergency exit for the area outside of the building.
- E. *Application:*
1. Application for permission to conduct such outdoor retail sale or service of alcohol shall be in writing in the standard license application form for any liquor license in the City, and shall additionally state the dates for the requested license and a diagram of the outdoor area upon which the sale or service and consumption will occur.
 2. The fee for a Class F or G outdoor license shall be two hundred fifty dollars (\$250.00) annually as set forth in this chapter for all classes of license holders except holders of a fraternal license, which shall be charged one hundred dollars (\$100.00) for said additional license that permits outdoor events.
- F. *Revocation:*
1. In addition to those restrictions stated above, all Class F and G outdoor licenses shall be subject to all the limitations and restrictions set out in this chapter, state statutes and zoning ordinance. The license holder's current building premises license is subject to the terms and restrictions of the outdoor license.
 2. The Local Liquor Commissioner may revoke the outdoor license for violation of the standards set forth herein, or any other applicable restriction set out by state statute. The Commissioner may also consider revocation of the holder's building premises license in addition to the revocation of the outdoor license based on any violation of the restrictions applicable to either the building premises license or outdoor license.
- G. *Renewal:* Outdoor licenses are renewable on a yearly basis and shall be valid for only those months specified in the license. Renewal fees are the same as application fees.

(Ord. 2017-54, 10-24-2017)

3-3-5: License fees and terms:

- A. Each license shall commence on May 1 and shall terminate on April 30 next following the date of issuance.
- B. The yearly license structure fee is as follows:

1.	Retail-tavern/bar:		
	A1	- Beer, wine, liquor and package (excluding gasoline service stations and video gaming cafes)	\$1,750.00
	A2	- Beer, wine and liquor (excluding gasoline service stations and video gaming cafes)	\$1,200.00
	A3	- Beer, wine, liquor and package (gasoline service station only)	\$1,750.00
	A4	- Beer, wine and liquor service at video gaming cafes	\$1,200.00
2.	Restaurant:		
	R1	- Beer, wine, liquor and package (excluding video gaming cafes)	\$1,250.00
	R2	- Beer, wine and liquor (excluding video gaming cafes)	\$850.00
3.	Package:		
	B	- Beer, wine and liquor (carryout only)	\$1,250.00
	B1	- Beer and wine (carryout only)	\$1,050.00
4.	Other licenses:		
	BG	- Bar and grill (excluding video gaming cafes)	\$1,450.00
	BH	- Banquet hall	\$1,750.00
	C	- Club (non-profit, private, fraternal)	\$500.00
	CA	- Catering	\$750.00
	F	- Service from premises on City right-of-way available only to adjacent Class A, R or C license holder for an additional annual fee	\$250.00
	G	- Beer garden/patio service (available only to Class A, R or C license holder for an additional amount annually)	\$250.00
	GBS	- Gift basket sales	\$250.00
	GC	- Golf course	\$2,000.00
	H	- Hotel/motel - beer, wine and liquor	\$2,000.00
	J	- Bring your own	\$50.00

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(Supp. No. 5)

	K	- Movie theater	\$850.00
	L	- Brewery	\$1,750.00
	M	- Microbrewery/brewpub/micro-winery/winery	\$1,750.00
	MD	- Microdistillery	\$1,500.00
	S	- Sports complex	\$1,050.00
	SE	- Special event (fee optional at Mayor's discretion)	\$50.00
	SNC	- Wine or beer at no charge in conjunction with an exhibition, instruction or service for which a fee is charged	\$10.00
	T	- Temporary (fee is per permit; fee is optional at Mayor's discretion)	\$35.00

(Ord. 2009-04, 1-27-2009; amd. Ord. 2010-40, 7-27-2010; Ord. 2010-46, 10-12-2010; Ord. 2014-77, 12-9-2014; Ord. 2015-05, 1-27-2015; Ord. 2017-54, 10-24-2017; Ord. 2018-06, 1-23-2018; Ord. 2018-07, 1-23-2018; Ord. 2018-58, 11-13-2018; Ord. 2019-02, 1-29-2019; Ord. 2019-52, 9-24-2019; Ord. 2020-01, 1-14-2020; Ord. 2020-11, 2-25-2020; Ord. 2021-08, § 2, 3-23-2021; Ord. 2021-17, § 2, 8-24-2021; Ord. 2022-12, § 2, 4-12-2022)

3-3-6: Number of licenses:

No limitation shall be in effect within the City as to the maximum number of liquor license holders, except with reference to:

- A. Number of licenses for Classes A-1 and A-2 combined shall not exceed the number of six (6) licenses issued at any given time.
- B. Number of licenses for Class A-3 beer, wine, liquor and package in conjunction with a gasoline service station shall be one (1). The A-3 license as a class shall be eliminated upon failure to renew or failure to operate as a gasoline service station.
- C. Number of licenses for Class A-4 beer, wine and liquor at video gaming cafes shall not exceed a total of two (2) which number shall be reduced if a current license holder fails to renew or fails to operate a video gaming cafe and upon failure to renew or failure to operate a video gaming cafe the license shall be eliminated until the Class A-4 is removed from the class of licenses under section 3-3-4.
- D. Number of licenses for all other classes shall have no maximum number established.

(Ord. 2008-59, 7-8-2008; amd. Ord. 2016-38, 6-14-2016; Ord. 2018-40, 6-26-2018; Ord. 2020-11, 2-25-2020)

3-3-7: Insurance required:

Each liquor license holder or applicant shall file a current certificate of dramshop insurance, which shall be and remain effective for the renewal or issuance term of the license. Any holder of a City liquor license shall notify the City Liquor Control Commissioner in writing of any cancellation of dramshop insurance, or change of company for dramshop insurance within forty-eight (48) hours of receipt of notice of cancellation by the license holder; or within forty-eight (48) hours of receiving a certificate of insurance from a new dramshop insurance company.

(Ord. 2014-75, 12-9-2014)

3-3-8: Disposition of fees:

All license fees collected hereunder shall be first used for the enforcement of this chapter and any balance remaining shall be deposited in the general corporate fund or such other fund as shall have been designated by the City Council by proper and legal action.

(Ord. 1979-16A, 9-27-1979)

3-3-9: Transfer of license; change of location:

All licenses issued hereunder shall partake of all the qualities of a license as set forth in the state Liquor Control Act, and shall not be alienated or transferred except under the conditions similar to those set forth in the state Liquor Control Act (235 ILCS), and no refund of any license fee shall be made except in case of death or insolvency of the licensee or in case of cessation of business caused by a local option vote under the state Liquor Control Act; provided, further, a licensee may be permitted to change locations, in like manner as provided in case of a license issued under the state Liquor Control Act, and provided such location complies with the provisions of this chapter.

(Ord. 1979-16A, 9-27-1979)

3-3-10: Place of sale:

It shall be unlawful to sell or offer for sale at retail any alcoholic liquor within any residential portion of the City.

(Ord. 1979-16A, 9-27-1979; amd. Ord. 1996-1, 1-11-1996)

Cross reference(s)—See section 3-3-6 of this chapter.

3-3-11: Display of license:

A retail license of any kind shall permit the sale of alcoholic liquor only in the premises described in the application and license, and all licenses issued shall contain a description of the premises, and such licenses shall be kept posted in a conspicuous place on the premises.

(Ord. 1979-16A, 9-27-1979)

3-3-12: Conditions of license:

A. *Hours of sale:*

1. All areas within the licensed premises shall be cleared of customers or secured from customers and the public in general during the time sales are not permitted, and no person, other than the licensee or his employees and agents, shall be permitted within the areas of such premises where alcoholic liquor is stored, shelved or kept during such time and then only for the purpose of cleaning, preparing and arranging stock, and all such areas where alcoholic liquors are stored, shelved or kept shall be secured from the public and it shall be unlawful for any licensee to sell or offer for sale at retail any alcoholic liquor in the City except as permitted for the following hours:
 - a. All license classes excluding Class SE and Class T licenses:

	Permitted Hours of Sale
Monday through Thursday	6:00 a.m. to 1:00 a.m.
Friday and Saturday	6:00 a.m. to 2:00 a.m.
Sunday	6:00 a.m. to 1:00 a.m.

2. On the day immediately preceding the holidays of Memorial Day, the Fourth of July, Labor Day, Thanksgiving, and New Year's Day, the permitted hours of sale for all license classes, excluding Class SE and Class T licenses, are 6:00 a.m. to 2:00 a.m.
 3. The times given shall be Central Standard Time unless so called Daylight Saving Time (see definition in section 1-3-2 of this Code) shall be in effect in the City by virtue of any laws of this state or the United States Government, in which case such time shall apply.
- B. *Peddling*: It shall be unlawful to peddle alcoholic liquor in the City, and except in the case of a sale by a manufacturer to a consumer as provided in the state Liquor Control Act (235 ILCS), all sales shall be made on the licensed premises.
- C. *Drive-through liquor sales; possession of alcohol in public places*:
1. No drive-through liquor sales for any class of liquor sales are allowed.
 2. It shall be unlawful for any person on any public right-of-way or other government-owned property, or in any area other than on private property within the City, or on property zoned and occupied for residential purposes or public areas holding a valid City liquor license for outside service of alcohol or a special events license, to possess any alcoholic beverage outside of a completely enclosed building, unless said beverage is in the original package with the seal unbroken (see subsection 3-3-16.B of this chapter).
- D. *Disturbance of peace*:
1. Every licensee shall conduct his place of business in a quiet, decent and respectable manner and shall eject therefrom or refuse admittance thereto all persons rendering themselves objectionable or undesirable by reason of undue disturbance of the peace.
 2. Every licensee shall immediately report to the City Police any act by a person or patron rendering himself objectionable, by causing undue disturbance, breach of peace or unlawful conduct (see subsection 3-3-16.A of this chapter).
 3. No person licensed under the provisions hereof shall make or allow any obscene language, quarreling, fighting or other disturbance of persons passing along any street or public way in the vicinity thereof or to the disturbance of the peace and quiet of persons doing business or residing in the neighborhood thereof.
- E. *Employee restrictions*:
1. All licensees dispensing or serving food or alcoholic liquor shall be decently clothed. Topless or similar attire is prohibited.
 2. It shall be unlawful for any persons, while acting as a waiter, waitress, bartender, entertainer, vendor, or any other position to:
 - a. Expose his or her genitals, pubic hair, buttocks, natal cleft, perineum, anal region or pubic hair region; or
 - b. Expose any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, natal cleft, perineum, anal region or pubic hair regions; or

c. Expose any portion of the female breast at or below the areola thereof.

3. It shall also be unlawful to allow any customer or any other person to perform any of the foregoing acts.

F. *On-site activities*: It shall further be unlawful:

1. For any licensee to permit or allow any waiter, waitress, bartender, entertainer, vendor or any other employee or any person to commit any of the unlawful acts in this section. A person shall be deemed to be a waiter, waitress, bartender, vendor or entertainer if such person acts in that capacity without regard to whether or not such person is paid any compensation by the management of the establishment in which the activity is performed.
2. For any licensee to permit or allow any act or form of entertainment which, when considered as a whole, would be considered obscene (i.e., has its predominant appeal to prurient interest) as such term is defined by state law.
3. For any licensee to permit or allow any of the following: "male or female striptease", defined to be the removal of substantially all of their clothes, lingerie (either male or female) fashion shows, lingerie raffles, wet T-shirt contests, mud or jello wrestling or wrestling in any substance, and any similar contest or performance which would constitute obscene conduct as defined pursuant to 720 Illinois Compiled Statutes 5/11-20(6)(b) as follows:

"Any material or performance is obscene if: (1) the average person, applying contemporary adult community standards, would find that, taken as a whole, it appeals to the prurient interest; and (2) the average person, applying contemporary adult community standards, would find that it depicts or describes, in a patently offensive way, ultimate sexual acts or sadomasochistic sexual acts, whether normal or perverted, actual or simulated, or masturbation, excretory functions or lewd exhibition of the genitals; and (3) taken as a whole, it lacks serious literary, artistic, political or scientific value".

4. For any licensee to suffer, in his premises or any part thereof or any places adjacent thereto under his control, any violation of this Act.

G. *Revocation*: The Local Liquor Control Commissioner in accordance with the provisions of the state Liquor Control Act, and the ordinance codified in this chapter, may suspend or revoke the license of any licensee for violation of any of the prohibitions of this section (as with violations of any other section of this chapter) in addition to any other penalties set forth in this Act or provided for by law.

H. *Severability*: In the event any portion of this chapter is held by a court of competent jurisdiction to be invalid, said invalid portion shall be considered to be severed therefrom and the balance shall remain in effect.

I. *Employment of minors*: No licensee or his/her representative, agent or employee shall permit any person under the age of eighteen (18) years to act as his or her agent, servant, employee, entertainer, or clerk in delivering, offering or selling of package alcoholic beverages or serving, selling or offering alcoholic beverages for consumption on the premises; provided, however, that licensees whose businesses are not predominantly the sale of alcoholic liquor, such as restaurants, clubs, hotels, bowling alleys, grocery stores, gas stations, food convenience stores, and drugstores, may employ persons under eighteen (18) years of age, otherwise qualified by law for such employment, or for those portions of his/her business not related to the serving, selling, or offering of alcoholic beverages.

(Ord. 1979-16A, 9-27-1979; Ord. 1996-9, 8-8-1996; Ord. 2012-13, 6-26-2012; Ord. 2019-01, 1-29-2019)

3-3-13: Sanitary conditions:

- A. *Premises:* All premises used for the retail sale of alcoholic liquor or for the storage of such liquor for such sale shall be kept in a clean and sanitary condition.
- B. *Employees:* It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious or venereal disease; and it shall be unlawful for any person who is afflicted with or who is a carrier of any such disease to work in or about any premises or to engage in any way in the handling of such liquor.

(Ord. 1979-16A, 9-27-1979)

3-3-14: Restrictions concerning unfit persons and minors:

- A. No licensee or their employees or agents shall sell, give, or deliver alcoholic liquor to any intoxicated person or any person known to him to be a habitual drunkard, spendthrift, or insane, feeble minded or distracted person.
- B. No licensee or their employees or agents shall sell, give, or deliver alcoholic liquor to any person under the age of twenty-one (21) years.
- C. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, or obtain alcoholic liquor from any licensee in the City where alcoholic liquor is sold.
- D. It shall be unlawful for any person under the age of twenty-one (21) years to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor any place in the City where alcoholic liquor is sold.
- E. In every establishment which holds a City liquor license, there shall be displayed at all times in a prominent place, a printed card which shall be supplied by the City Clerk and which shall read substantially as follows:

WARNING TO MINORS - You are subject to a fine up to \$750.00 under the provisions of the City Code if you purchase alcoholic liquor or misrepresent your age for the purpose of purchasing or obtaining alcoholic liquor.
- F. It shall be unlawful for any person under the age of twenty-one (21) years to consume any alcoholic liquor on any street, highway, public place, in any place open to the public, or in any other place. This prohibition does not apply to consumption by a person under the age of twenty-one (21) years where such consumption is in the direct performance of a religious service or ceremony and such consumption takes place under the direct supervision and approval of the parent or a person standing in loco parentis of the person under the age of twenty-one (21) years. This prohibition does not apply to consumption of alcoholic liquor by a person under the age of twenty-one (21) years in his/her home under direct supervision and approval of a parent or person standing in loco parentis of the person under the age of twenty-one (21) years.

(Ord. 2000-66, 12-14-2000; amd. Ord. 2019-01, 1-29-2019)

3-3-15: List of licenses kept:

The Local Commissioner shall furnish the City Clerk and Chief of Police of the City with a record of all licenses issued by him, and in case of revocation of any license, shall give written notice of such action to each of such officers within forty-eight (48) hours of such action.

(Ord. 1979-16A, 9-27-1979)

3-3-16: Prohibited acts:

- A. *Notify Police Department of disturbances* (see subsection 3-3-12.D.2 of this chapter): All establishments, organizations, permittees, or licensees shall notify the Yorkville Police Department of any altercations, threats of violence, fighting, disturbances of the peace, disturbances of persons passing along the street or public way, the disturbance of the peace and quiet of persons doing business or residing in the neighborhood, or any damage to property whether it be private or public. Notice of any such activity will be given within forty-eight (48) hours of this activity.
- B. *City property*: Any and all sales or consumption of alcoholic beverages on all City property and parks is strictly prohibited except:
 - 1. When the City Liquor Control Commissioner has issued a permit or license for the sale or consumption in buildings and on property owned by the City, or
 - 2. Possession and consumption of beer and wine is permitted at the Steven G. Bridge Park on Tuesdays and Thursdays between the hours of 5:00 p.m. and 11:00 p.m. between April 1 and November 30, but not on the playing fields or in the dugouts. Consumption of any alcoholic beverage is prohibited in the park's parking lot.
 - 3. Possession and consumption of beer and wine is permitted at the Bristol Bay Regional Park on Fridays between the hours of 5:00 p.m. and 11:00 p.m., and Sundays between the hours of 12:00 noon and 10:00 p.m., between April 1 and November 30, but not on the playing field or the park's parking lot.
- C. *Provisions remain in effect*: In all other respects, this chapter remains in full force and effect.
- D. *Lewd or obscene conduct prohibited* (see subsection 3-3-12.D.2 of this chapter):
 - 1. It shall further be unlawful for any licensee to allow or permit any lewdness or soliciting for prostitution on the licensed premises.
 - 2. The following kinds of conduct are prohibited:
 - a. The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any sexual acts.
 - b. The actual or simulated touching, caressing or fondling of the breasts, buttocks, anus or genitals.
 - c. The actual or simulated displaying of the breasts, pubic hair, anus, vulva, or genitals.
 - d. The permitting, by a licensee, of a person to remain in or upon the licensed premises who exposes to public view his or her entire breasts or genitals.
 - e. The displaying of moving pictures or photographic slide presentation depicting acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual act.

(Ord. 1994-2, 2-24-1994; amd. Ord. 2016-12, 1-26-2016; Ord. 2017-17, 4-25-2017; Ord. 2019-55, 10-8-2019)

3-3-17: Severability:

If any section or provision or part of this chapter shall be invalid or be held to be in conflict with the state Liquor Control Act, then the remaining sections, provisions or parts shall be construed as though the invalid or conflicting provision had not been contained herein, and shall remain in full force and effect.

(Ord. 1979-16A, 9-27-1979; amd. Ord. 1994-2, 2-24-1994)

3-3-18: Violations and penalties:

- A. *Violation, penalty; suspension or revocation:* The violation by any licensee of or failure to comply with any of the provisions of the state Liquor Control Act shall constitute a violation of this chapter. Any person violating any of the provisions of this chapter shall be guilty of a Class A misdemeanor, and a separate offense shall be deemed to have been committed on each day any such offense is committed. In addition to the imposition of any fine or penalty imposed by law, the Local Liquor Commissioner, in accordance with the provisions of the state Liquor Control Act, may suspend or revoke the license of any licensee in accordance with such Act.
- B. *Appeal of liquor commissioner findings limited to the record:* All appeals to the state Liquor Control Commission by a City liquor licensee of a decision, order or action by the Local Liquor Control Commissioner or designee, having the effect of fining a licensee, suspending or revoking the City liquor license, shall be limited to review of the official record of the formal proceeding before the Commissioner.
- C. *Additional violations:* The Local Liquor Control Commissioner may determine that the licensee is in violation of this chapter if he determines that the licensee has violated any of the following provisions:
 - 1. The licensee has violated any law of the state, any ordinance of the county, or any ordinance of the United City of Yorkville, which affects the public health, welfare and safety (including, but not limited to, the zoning and building regulations of the City) and which violation occurred as part of the operation of the licensee's business or upon the licensed premises or adjacent premises.
 - 2. The licensee is more than forty-five (45) days delinquent in the payment of any debt to the City.

For the purposes of this subsection, every licensee shall be deemed responsible for the acts of his agents or employees whether or not such licensee knowingly permits or has actual knowledge of such unlawful acts stated in this subsection.

Notwithstanding any other provision of this Code, offenders under this subsection shall be fined an amount of not less than two hundred fifty dollars (\$250.00) per occurrence.

(Ord. 1979-16A, 9-27-1979; amd. Ord. 1994-2, 2-24-1994; Ord. 1996-1, 1-11-1996; Ord. 2005-56, 7-12-2005)

3-3-19: Training required:

- A. All holders of any class of liquor license within the City shall require the general manager of the business to successfully complete a beverage alcohol sellers and servers education and training (BASSET) certified training class. A copy of the completed BASSET training certificate shall be filed with the City Clerk's office.
- B. All new general managers shall be allowed two (2) months from their first date of commencement of work performed to complete their required BASSET training.
- C. Anyone who is issued a Class T temporary license or Class SE special event license shall have at least one (1) person who is BASSET trained and certified who shall be at the location where alcoholic liquor is being served at all times during the event. Such person shall have supervisory authority over and be responsible for the actions of all employees or volunteers not having the required training.
- D. Failure to comply with the provisions of this section may subject the licensee to the penalties for violation of this chapter, up to and including revocation of the license.

(Ord. 2011-35, 8-9-2011)

3-3-20: Prohibited and permitted happy hours:

A. For the purpose of this section, the following definitions shall apply:

Dedicated event space: A room or rooms or other clearly delineated space within a retail licensee's premises that is reserved for the exclusive use of party package invitees during the entirety of a party package. Furniture, stanchions and ropes, or other room dividers may be used to clearly delineate a dedicated event space.

Meal package: A food and beverage package, which may or may not include entertainment, where the service of alcoholic liquor is an accompaniment to the food, including, but not limited to, a meal, tour, tasting, or any combination thereof for a fixed price by a retail licensee or any other licensee operating within a sports facility, restaurant, winery, brewery, or distillery.

Party package: A private party, function, or event for a specific social or business occasion, either arranged by invitation or reservation for a defined number of individuals, that is not open to the general public and where attendees are served both food and alcohol for a fixed price in a dedicated event space.

B. All retail licensees shall maintain a schedule of the prices charged for all drinks of alcoholic liquor to be served and consumed on the licensed premises or in any room or part thereof. Whenever a hotel or multiuse establishment which holds a valid retailer's license operates on its premises more than one (1) establishment at which drinks of alcoholic liquor are sold at retail, the hotel or multiuse establishment shall maintain at each such establishment a separate schedule of the prices charged for such drinks at that establishment.

C. No retail licensee or employee or agent of such licensee shall:

1. Sell more than one (1) drink of alcoholic liquor for the price of one (1) drink of alcoholic liquor;
2. Sell, offer to sell or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public or as provided in 235 Illinois Compiled Statutes 5/6-28.5;
3. Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day;
4. Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or
5. Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under this subsection C.

D. A retail licensee may:

1. Offer free food or entertainment at any time;
2. Include drinks of alcoholic liquor as part of a meal package;
3. Sell or offer for sale a party package only if the retail licensee:
 - a. Offers food in the dedicated event space;
 - b. Limits the party package to no more than three (3) hours;
 - c. Distributes wristbands, lanyards, shirts, or any other such wearable items to identify party package attendees so the attendees may be granted access to the dedicated event space; and
 - d. Excludes individuals not participating in the party package from the dedicated event space;
4. Include drinks of alcoholic liquor as part of a hotel package;

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(Supp. No. 5)

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5. Negotiate drinks of alcoholic liquor as part of a hotel package;
 6. Provide room service to persons renting rooms at a hotel;
 7. Sell pitchers (or the equivalent, including, but not limited to, buckets of bottled beer), carafes, or bottles of alcoholic liquor which are customarily sold in such manner, or sell bottles of spirits;
 8. Advertise events permitted under this subsection D;
 9. Include drinks of alcoholic liquor as part of an entertainment package where the licensee is separately licensed by a license that: a) restricts dates of operation to dates during which there is an event at an adjacent stadium, b) restricts hours of serving alcoholic liquor to two (2) hours before the event and one (1) hour after the event, c) restricts alcoholic liquor sales to beer and wine, d) requires tickets for admission to the establishment, and e) prohibits sale of admission tickets on the day of an event and permits the sale of admission tickets for single events only; and
 10. Discount any drink of alcoholic liquor during a specified time period only if:
 - a. The price of the drink of alcoholic liquor is not changed during the time that it is discounted;
 - b. The period of time during which any drink of alcoholic liquor is discounted does not exceed four (4) hours per day and fifteen (15) hours per week; however, this period of time is not required to be consecutive and may be divided by the licensee in any manner;
 - c. The drink of alcoholic liquor is not discounted between the hours of 10:00 p.m. and the licensed premises' closing hour; and
 - d. Notice of the discount of the drink of alcoholic liquor during a specified time is posted on the licensed premises or on the licensee's publicly available website at least seven (7) days prior to the specified time.

(Ord. 2015-48, 10-13-2015)

3-3-21: Alcohol delivery service:

Alcoholic liquor delivered to any address located within the City which does not hold a valid liquor license is subject to the following restrictions:

- A. Alcoholic liquor must be delivered by an individual of at least twenty-one (21) years of age or older.
- B. Deliveries must not be between the hours of 1:00 a.m. and 6:00 a.m. Sunday through Thursday and 2:00 a.m. and 6:00 a.m. on Friday and Saturday.
- C. Payments may not be accepted nor orders placed at the delivery location.
- D. The express company, common carrier or contract carrier or agent of a liquor license holder that carries or transports alcoholic liquor into or within the City shall not deliver or leave such deliveries without requiring a signature of an individual twenty-one (21) years of age or older.
- E. Adequate evidence for proof of age should be produced to the delivery agent in all instances of delivery.
- F. A record shall be kept by the express company, common carrier or contract carrier or agent of a liquor license holder who delivers alcoholic liquor into or within the City indicating the purchaser's name, address, driver's license/state identification number, time, date and place of delivery and the individual deliverer's identity.

(Ord. 2019-01, 1-29-2019)

Created: 2023-10-19 11:14:19 [EST]

(Supp. No. 5)

3-3-22: Cocktails To-Go

A holder of a Class A1, A2, R1, R2, BG, and C license may ~~furthermore be permitted to allow~~ sell cocktails and/or mixed drinks to-go for off-premises consumption, subject to the following restrictions:

A. Transfer to Consumer: To-go cocktails may be transferred to the consumer within the licensed premises for carryout, transferred via curbside pickup, or delivered by the retail licensee. To-go cocktails may only be sold or delivered by an employee of the retail licensee, who is at least 21 years-of-age, and has a valid Beverage Alcohol Sellers and Servers Education and Training (BASSET) license.

1. **Age Verification:** Before transferring or delivering a to-go cocktail to a consumer, the employee must verify the consumer is at least 21 years-of-age. If the employee cannot safely verify the consumer's age or intoxication level upon delivery, the employee must cancel the sale of the to-go cocktails and return the drinks to the retail licensee's location.

2. **Employee Delivery / Curbside Pickup:** To-go cocktails must be placed in the trunk of the vehicle, or, if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area. To-go cocktails must not be placed or transported in the passenger area of a vehicle.

3. **Third-Party Delivery Prohibited:** Delivery of to-go cocktails by a third-party delivery service is prohibited.

B. Container / Packaging: To-go cocktails must be packaged by the retail licensee at the licensee's location in a sealed, tamper-evident container:

1. **Sealed Container:** A new container that is rigid, with a secured lid or cap designed to prevent consumption without removal of the tamper-evident lid or cap. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.

2. **Tamper-evident:** The lid or cap must be sealed with a tamper-evident cover, such as wax dip or heat shrink wrap. Tamper-evident covers must be designed to make it apparent that the container has been opened or tampered with after the container was sealed by the retail licensee.

C. Labeling: Each to-go cocktail container must have a label or tag attached that contains the following information:

1. The Cocktail or mixed drink name and ingredients, including but not limited to the type(s) of the alcohol in the drink;

2. The name, State license number, and address of the retail licensee that filled the original container and sold the to-go cocktail;

3. The volume of the cocktail, mixed drink, or single serving of wine in the sealed container; and

4. Information showing that the sealed container was filled less than 7 days before the date of sale, such as a bottling date or packaging date.

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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2024-04

Agenda Item Summary Memo

Title: Sale of Kendall Marketplace 8 Acres

Meeting and Date: City Council – January 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration

Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 4, 2024
Subject: Sale of Kendall Marketplace 8 acres – surplus declaration and offer acceptance

Summary

Consideration of a resolution declaring the City owned 8-acres of property in Kendall Marketplace as surplus property and accepting an offer for purchase of the property from the developer currently completing Heartland Meadows.

Background

The City accepted an 8-acre land donation from the original Kendall Marketplace developers in 2007. This property, generally at the NW corner of Cannonball Trail and Blackberry Shore Lane, was originally acquired for use as a site for a police station before neighbors sued the City and the developer in 2007 to prevent that outcome. The City and the neighbors settled in 2007 (agreement attached). Within that settlement agreement, the City agreed that the property would never be used as a police station. In exchange, the neighbors would not object to a future application to the City for a change in use to “multi-family housing with single family housing along Cannonball Trail, with the single-family units along Cannonball Trail facing into the development parcel with each unit’s driveway in the development parcel”. Since then, the property has sat vacant except for a couple years where it was used as a community garden.

Greg Marker and his development group (currently operating as Heartland Meadows LLC) has approached the City with an offer to purchase the property with the intent of turning it into age-restricted, single-family homes and a few commercial outlots. That purchase agreement is attached and is for \$405,000, which is 97.5% of the value the property was appraised for in 2021 (\$415,000). Heartland Meadows intent is to conduct their normal development due diligence on the property for a few months after the City’s acceptance of this purchase offer, eventually submitting a formal development plan to the City Council for their consideration. Heartland Meadows has a 5-month feasibility period where they can walk away from the property for any reason, and a subsequent 6-7 month overlapping period where they will seek a final approval from the City to develop the property. Should the City not approve the plans within this timeframe, the purchaser is allowed to walk away from the deal.

Contained within this purchase agreement is an outline of development characteristics the developer is requiring for the property:

- 1) Four commercial lots
- 2) B-3 zoning

- 3) Confirmation no detention is required on the lot (the regional detention basin to the west should be sufficient)
- 4) A fee lock on water and sewer connection fees as of December 1, 2023, until six years after the date of the final plat approval
- 5) Age restricted lots
- 6) Similar lot sizes (5,000 sq. ft. to 6,000 sq. ft.) and setbacks (5-foot sideyard setbacks, 10-foot between buildings) as have been used in Heartland Meadows

These standards listed in the development agreement are the developer's current requests; if the City approves the offer and then later declines to approve a development plan with those characteristics, the developer would be able to walk away from the deal and retain their earnest money.

The process to sell City property involves the attached surplus declaration resolution, which confirms the City Council's decision that the property to be sold is not needed for municipal purposes and inviting offers to be made on the property. Generally, the City is allowed to consider a direct purchase offer from buyers as long as the offer is within 80% of the fair market value of the property. Since the City conducted an appraisal in 2021 with an estimated value of \$415,000, the developer's offer of \$405,000 is within the state statute requirement. Should the City Council approve the resolution and purchase agreement, the City will publish the resolution and agreement in the newspaper twice in the next 30 days, and the two different due diligence periods will begin.

Recommendation

Staff recommends approval of the resolution and purchase agreement.

Lisa Pickering

From: Michael Bersani [mbersani@hcbattorneys.com]
Sent: Tuesday, June 26, 2007 3:54 PM
To: lpickering@yorkville.il.us
Subject: Price Settlement Agreement and Final Judgment
Attachments: ltr_finaljudgeorder_001.pdf; settle_agree_001.pdf; Exhibits_001.pdf

Lisa,

Per your request, attached please find:

- Final Judgment
- Settlement Agreement
- Exhibits to Settlement Agreement

If you need anything else please do not hesitate to contact me.

Mike Bersani
Hervas, Condon & Bersani, P.C.
333 Pierce Road
Suite 195
Itasca, IL 60143
(630) 860-4343

This transmittal and any attachments contain privileged and confidential information intended only for the use of the addressee. This transmission may be subject to the attorney-client privilege, an attorney work product, or strictly confidential. If you are not the designated recipient, or an employee or agent authorized to deliver such transmittals to the designated recipient, you are hereby notified that any dissemination, copying or publication of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify us immediately by replying to the sender and deleting this copy from your system.

6/26/2007

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KENDALL COUNTY, ILLINOIS

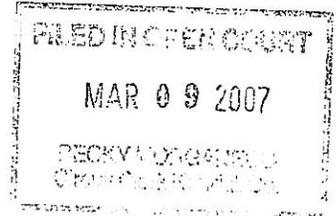
KYLE A. PRICE and MARTHA R. PRICE, co-trustees of)
the KYLE A. PRICE, Living Trust dated September 19,1998,)
BRENT and JEAN WADSWORTH, STEVE P. BAZAN and)
MARION BAZAN, DAVID J. KISSER and JUNE M. KISSER,)
LOWELL P. IVERSON, GREGORY OLSON and BERNADINE)
OLSON, JOSEPH G. GILBERT and RITA L. GILBERT,)
JUDITH M. VANT, HAROLD A. SCHESSLER, MARY ANN)
KAWCZYNSKI, CLAUDIA A. FARIAS, ERIC DANFORTH)
and NANCY DANFORTH, ARTHUR D. CRAWFORD,)
DONALD and JENNIE MULVEY, DUANE L. ORTON and)
AUDREY K. ORTON,)

Plaintiffs,)

vs.)

UNITED CITY OF YORKVILLE, an Illinois Municipal)
Corporation, CANNONBALL, LLC, HARLEM-IRVING, an)
Illinois Corporation, COOPER HOME FURNISHINGS, an)
Illinois Corporation,)

Defendants.)



No. 06 CH 0357

SETTLEMENT AGREEMENT

The Court being advised that the Plaintiffs and the Defendants have agreed to a settlement of this action, the terms of which are incorporated below:

A. The Plaintiffs, and each and every one of them, are the individuals named in the Complaint and particularly described in paragraphs 1 through 14 of the Complaint for Declaratory Judgment and Injunction.

B. The Defendant, United City of Yorkville, exercises jurisdiction and control over the property subject to this lawsuit.

C. The Defendant, Cooper Home Furnishings, Inc. was formerly the owner of the Subject Property and on October 25, 2006, executed a quit claim deed to Cooper Land Company,

Inc., an Illinois corporation, ("Cooper Defendants") which is presently the owner of the Subject Property.

D. The Defendant, Cannonball, LLC has an interest in the Subject Property by virtue of making the application for rezoning of the Subject Property and has a contract to purchase the property from the Cooper Defendants.

E. The Court finds that it has jurisdiction of all of the parties and the subject matter herein.

F. The Plaintiffs and the Defendants agree that it is in their best interests that this matter be fully and speedily resolved without any further resort to the Court for relief.

WHEREFORE, the parties adopt the following terms and conditions as their settlement agreement and acknowledge that the same are supported by sufficient consideration:

1. The parties agree that the validity of the Planned Development Zoning pursuant to Yorkville Ordinance 2006-95, approved and adopted September 26, 2006, and the Approved Plan shall be proven up in Court with the attorneys for the Plaintiffs and the attorneys for the Defendants present and participating in said prove up. Said prove up shall be scheduled for March 12, 2007 at 9:00 a.m.

2. Provided that the Trial Court enters a final judgment order finding the Planned Development Ordinance adopted by the United City of Yorkville valid and finding the Approved Plan reasonable and consistent with the applicable legal principals found in LaSalle National Bank v. The County of Cook, 12 Ill. 2d 40 (1957) and otherwise consistent with the Planned Development requirements contained in the United City of Yorkville's Zoning Ordinance and Subdivision Code, the remaining terms and conditions of this Settlement Agreement shall be in full force and effect.

3. Private Defendants and the City agree that the "Civic Use" identified on the site plan prepared by PFDA attached as Exhibit A shall not be used for a police station, provided, however, that Plaintiffs agree that it will not object to any future application to the City for a change in use of the Civic Use parcel from civic use to multi-family housing with single family housing along Cannonball Trail, with the single-family units along Cannonball Trail facing into the development parcel with each unit's driveway in the development parcel. The Private Defendants shall use reasonable commercial efforts to consummate a land exchange with the City involving the Civic Use parcel. The Private Defendants, pursuant to the City's approval, agree to reduce the cross-section on Blackberry Shore Lane from four-lanes to three-lanes. The Private Defendants agree to design and construct entry monuments on both sides of the entrance at Hickory Lane, provided, however, Plaintiffs, on or before May 1, 2008, shall secure for the Private Defendants the right to install such entry monuments, including but not limited to any easements or licenses necessary to enter onto private property in order to complete such installation. The design and cost of construction shall be mutually agreed to between the Private Defendants and the Plaintiffs living in the subdivision served by Hickory Lane. The Private Defendants agree that monument signs to be installed along Cannonball Trail as set forth on Exhibit A will be Type 3 signs as set forth on the attached Exhibit B and will not exceed four feet in height. The Private Defendants further agree to raise the height of the berms cross-hatched on the attached Exhibit C, designated "Berm Control Area" and adjacent to those outlots designated 11, 12, 13, 14 and 15, provided that (i) such increase in the height of the berms is consistent with sound and accepted engineering practices, (ii) the increase in the height of the berms will not require retaining walls or other means to stabilize immediately adjacent soils, (iii) the ratio of the width of the berm to its height in

the Berm Control Area will not exceed three feet in width to one foot in height in any direction, and (iv) the berm in the Berm Control Area will maintain the same footprint set forth in the plans prepared by SEC Planning Consultants last dated January 27, 2007 and (v) the berms shall otherwise be in conformity with those plans and applicable law. The plantings called for on the berm shall be those as described in said plan.

With undulations *JB*

4. Upon the later of (i) ten (10) business days after the time for filing an appeal has expired, and provided that no appeal is filed for within said time or (ii) ten business days after the Private Defendant Cannonball LLC has acquired the land that is the subject of this controversy from Defendant Cooper Home Furnishings, Inc. and Cooper Land Company, Inc., then the Private Defendant Cannonball LLC will pay to the Plaintiffs jointly, the sum of \$325,000.00 and their attorneys, Rathbun, Cservenyak & Kozol, LLC.

5. As a condition of this settlement agreement and the Plaintiff's obligations therein, Private Defendant/Counter-Plaintiff Cooper Home Furnishings, Inc. and Cooper Land Company, Inc., shall dismiss their counterclaim(s) against the Plaintiffs with prejudice, and each of them, upon the execution of this Settlement Agreement. As a further condition, each Plaintiff shall sign the Joinder attached to this Settlement Agreement. Such Joinder may be executed in counterparts and by facsimile transmission by the Plaintiffs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. All of the parties agree not to appeal or to participate in any appeal from the final judgment order entered herein.

7. In the event that an appeal is taken from the final judgment order, the Plaintiffs agree to put themselves on record in support of the Private Defendants' right to

construct the development pursuant to the Planned Development Ordinance and the Approved Plan with the modifications contained herein.

8. In the event of an appeal by the Plaintiffs, the terms set forth in paragraph 3 and paragraph 4 above will be of no force or effect.

9. The attorneys for the Plaintiffs have represented to the Court that they are authorized by all of the named Plaintiffs to enter into this Settlement Agreement; said attorneys have explained the terms and conditions of this Settlement Agreement to all of the named Plaintiffs; and that said named Plaintiffs have affirmed to said attorneys that they understand the contents herein and agree to the terms and conditions contained herein.

10. The Plaintiffs and the Defendants agree that none of the parties to this proceeding shall recover of and from any other party any costs which such party has sustained in connection with this cause. All such costs having been paid and shall remain with and be taxed to the party which has heretofore incurred such costs. The parties further agree that this Settlement Agreement shall act as a mutual release by all parties of all claims brought in this matter or that could have been brought.

11. The Plaintiffs and the Defendants agree that this Court may retain jurisdiction of the above-entitled action for the purpose of construing, implementing and enforcing the provisions of this Settlement Agreement.

DATED: 3/9, 2007

ENTER:



Judge Thomas Mueller

AGREED:

Kyle A. Price and Martha Price, co-trustees of the
Kyle A. Price Living Trust dated September 19,1998,
Brent Wadsworth, Jean Wadsworth, Steve P. Bazan,
Marion Bazan, David J. Kissner, June M. Kissner,
Lowell P. Iverson, Gregory Olson, Bernadine Olson,
Joseph G. Gilbert, Rita L. Gilbert, Judith M. Vant,
Harold A. Schessler, Mary Ann Kawczynski,
Claudia A. Farias, Eric Danforth, Nancy Danforth,
Arthur D. Crawford, Donald Mulvey, Jennie Mulvey,
Duane L. Orton and Audrey K. Orton,

By:  _____

One of Their Attorneys
Carl R. Buck
Rathbun, Cservenyak & Kozol, LLC
618 W. Main Street
Plainfield, IL 60544
(815) 577-9763
Fax: (815) 577-9769

AGREED:

COOPER HOME FURNISHINGS, INC.
COOPER LAND COMPANY, INC.

By:  _____

One of Its Attorneys
Daniel J. Kramer
Kelly A. Kramer
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
(630) 553-9500
Fax: (630) 553-5764

AGREED:

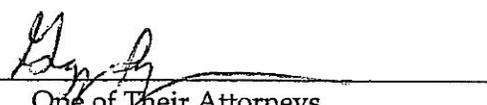
UNITED CITY OF YORKVILLE

By:  _____

One of Its Attorneys
Michael D. Bersani
Christopher J. Beck
Hervas, Condon & Bersani
333 Pierce Road, Suite 195
Itasca, IL 60143
(630) 773-4774
Fax: (630) 773-4851

AGREED:

CANNONBALL LLC
THE HARLEM IRVING COMPANIES, INC.

By:  _____

One of Their Attorneys
Dallas C. Ingemunson
Gregg Ingemunson
Law Offices of Dallas C. Ingemunson PC
226 S. Bridge St., PO Box 578
Yorkville, Illinois 60560
(630) 553-5622
Fax: (630) 553-7958

Thomas R. Burney
Glenn C. Sechen
Deborah L. Mills
Schain, Burney, Ross & Citron, Ltd.
222 N. LaSalle Street, Suite 1910
Chicago, Illinois 60601
(312) 332-0200
Fax: (312) 332-4514

FILED IN OPEN COURT
MAR 1 2 2007
BECKY MORGANEGG
Grant Clerk, Circuit Co.

222 N. LaSalle Street, Suite 1910
Chicago, Illinois 60601
(312) 332-0200
Fax: (312) 332-4514

JOINDER

The undersigned persons below hereby join in the execution of this Settlement Agreement for the purposes of expressing his or her acknowledgement and approval of the terms and conditions of this Settlement Agreement.

KYLE A. PRICE, Living Trust dated September 19, 1998

By: Kyle A. Price Trust By: Kyle A. Price
Kyle A. Price

Martha R. Price, Trustee
Martha R. Price

Kyle A. Price
Kyle A. Price, individually

Martha R. Price
Martha R. Price, individually

Brent Wadsworth

Jean Wadsworth

Steve P. Bazan
Steve P. Bazan

Marion Bazan
Marion Bazan

David J. Kisser
David J. Kisser

June M. Kisser
June M. Kisser

Lowell P. Iverson

Gregory Olson
Gregory Olson

Bernadine Olson
Bernadine Olson

~~_____
Joseph G. Gilbert~~

~~_____
Rita L. Gilbert~~

Judith M. Vant
Judith M. Vant

Harold A. Schessler
Harold A. Schessler

FILED IN OPEN COURT
MAR 12 2007
BECKY MCHIGANEGG
Circuit Clerk, Kendall Co.

Mary Ann Kawczynski
Mary Ann Kawczynski

Claudia A. Harias
Claudia A. Harias

Eric Danforth
Eric Danforth

Nancy Danforth
Nancy Danforth

Arthur D. Crawford
Arthur D. Crawford

Donald Mulvey
Donald Mulvey

Jennie Mulvey
Jennie Mulvey

Duane L. Orton
Duane L. Orton

Audrey K. Orton
Audrey K. Orton

JOINDER

The undersigned persons below hereby join in the execution of this Settlement Agreement for the purposes of expressing his or her acknowledgement and approval of the terms and conditions of this Settlement Agreement.

KYLE A. PRICE, Living Trust dated September 19, 1998

By: _____
Kyle A. Price

By: _____
Martha R. Price

Kyle A. Price, individually

Martha R. Price, individually

Brent Wadsworth

Jean Wadsworth

Steve P. Bazan

Marion Bazan

David J. Kisser

June M. Kisser

Lowell P. Iverson

Lowell P. Iverson

Gregory Olson

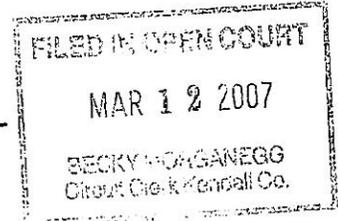
Bernadine Olson

Joseph G. Gilbert

Rita L. Gilbert

Judith M. Vant

Harold A. Schessler



JOINDER

The undersigned persons below hereby join in the execution of this Settlement Agreement for the purposes of expressing his or her acknowledgement and approval of the terms and conditions of this Settlement Agreement.

KYLE A. PRICE, Living Trust dated September 19, 1998

FILED IN OPEN COURT
MAR 12 2007
BECKY MORGANEGG
Clerk Kendall Co.

By: _____
Kyle A. Price

By: _____
Martha R. Price

Kyle A. Price, individually

Martha R. Price, individually

Brent Wadsworth

Brent Wadsworth

Jean Wadsworth

Jean Wadsworth

Steve P. Bazan

Marion Bazan

David J. Kisser

June M. Kisser

Lowell P. Iverson

Gregory Olson

Bernadine Olson

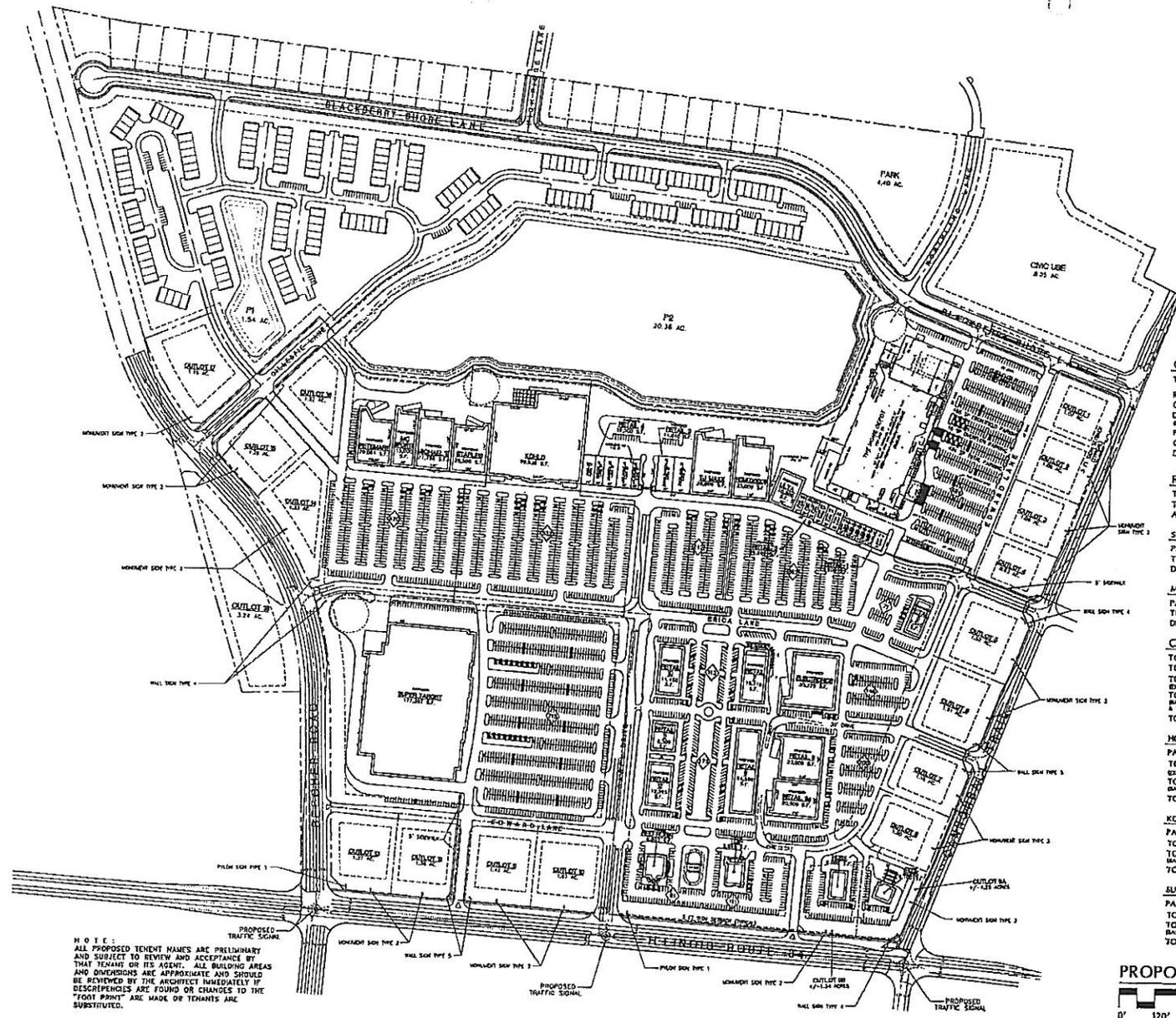
Joseph G. Gilbert

Rita L. Gilbert

Judith M. Vant

Harold A. Schessler

EXHIBIT A



NOTES:
ALL PROPOSED TENANT NAMES ARE PRELIMINARY AND SUBJECT TO REVIEW AND ACCEPTANCE BY THAT TENANT OR ITS AGENT. ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE REVIEWED BY THE ARCHITECT IMMEDIATELY IF DISCREPANCIES ARE FOUND OR CHANGES TO THE "FOOT PRINT" ARE MADE BY TENANTS ARE SUBSTITUTED.

GENERAL PROJECT DATA :
TOTAL SITE AREA +/- 794.47 ACRES
RESIDENTIAL SITE AREA +/- 33.35 ACRES
COMMERCIAL SITE AREA +/- 108.24 ACRES
DETENTION AREA +/- 215.4 ACRES
POND #1 AND POND #2
PARK AREA +/- 8.31 ACRES
CIVIC USE AREA +/- 4.29 ACRES
DEDICATED R.O.W. AREA +/- 18.34 ACRES

RESIDENTIAL SITE DATA :
TOTAL SITE AREA +/- 33.35 ACRES
TOTAL DWELLING 202 UNITS
AVERAGE DENSITY 6.36/AC.

SINGLE FAMILY PARCEL :
PARCEL AREA +/- 6.89 ACRES
TOTAL DWELLING 28 UNITS
DENSITY 3.22/AC.

MULTI - FAMILY PARCEL :
PARCEL AREA +/- 24.66 ACRES
TOTAL DWELLING 184 UNITS
DENSITY 7.46/AC.

COMMERCIAL SITE DATA :
TOTAL SITE AREA +/- 108.24 ACRES
TOTAL OUTLOT AREA +/- 26.76 ACRES
TOTAL G.L.A. 738,401 S.F.
EXCLUDING OUTDOOR GARDEN ENTRIES
TOTAL PARKING REQ'D 3,716 CARS
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL & 1.5 CARS PER 1000 S.F. OF FLOOR AREA FOR RESTAURANT
TOTAL PARKING PROVIDED 3,450 CARS

HOME DEPOT PARCEL:
PARCEL AREA +/- 10.47 ACRES
TOTAL G.L.A. 932,867 S.F.
EXCLUDING OUTDOOR GARDEN ENTRIES
TOTAL PARKING REQ'D 516 CARS
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL
TOTAL PARKING PROVIDED 484 CARS

KOHL'S PARCEL:
PARCEL AREA +/- 8.32 ACRES
TOTAL G.L.A. 89,258 S.F.
TOTAL PARKING REQ'D 450 CARS
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL
TOTAL PARKING PROVIDED 532 CARS

SUPER TARGET PARCEL:
PARCEL AREA +/- 17.26 ACRES
TOTAL G.L.A. 177,387 S.F.
TOTAL PARKING REQ'D 887 CARS
BASED ON 3 CARS PER 1000 S.F. OF FLOOR AREA FOR RETAIL
TOTAL PARKING PROVIDED 715 CARS

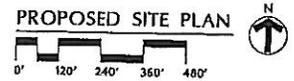
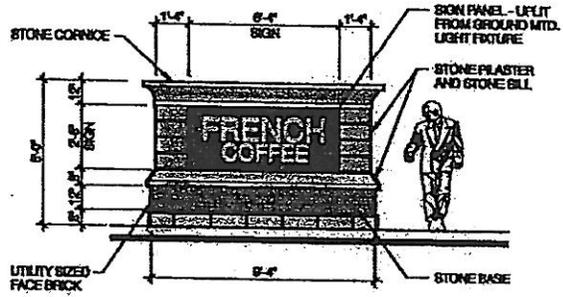


EXHIBIT B



MONUMENT SIGN - TYPE (3)
(OUTLOT SIGN)

EXHIBIT C

Resolution No. 2023-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS DECLARING CERTAIN PROPERTY AS SURPLUS PROPERTY
AND AUTHORIZING ITS SALE**

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 of Illinois; and,

WHEREAS, the City owns the vacant property located at Sections 17 and 20 of Bristol Township, Illinois, identified by Permanent Index Number 02-20-351-006 (the “*Property*”), which the City acquired in 2007; and,

WHEREAS, the City has the power to authorize the sale of surplus real estate pursuant to 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1); and,

WHEREAS, the Mayor and City Council have determined that the City no longer needs to retain ownership of the Property and that the Property is surplus to the City’s needs and therefore has directed the City Administrator to review the offer to purchase the Property as set forth in the Commercial Purchase and Sale Agreement from Heartland Meadows, LLC, a copy of which is attached hereto (the “*Agreement*”); and

WHEREAS, the City Administrator has reviewed the Agreement and hereby recommends its approval as hereinafter set forth.

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

Section 1. The above recitals are incorporated herein as if fully restated in this Section 1.

Section 2. That the Mayor and City Council hereby declare the property as surplus property pursuant to Section 11-76-4.1 of the Illinois Municipal Code.

Section 3. That the Mayor and City Council have reviewed the Agreement; the proposed uses of Heartland Meadows, LLC upon its acquisition; and the recommendation of the City Administrator and hereby approve the Agreement for approximately 8.3 acres, zoned as B-2 as attached hereto.

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

Section 5. The City Clerk is hereby directed to publish this Resolution in a newspaper of general circulation in the City as soon as possible.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

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. 2024.

MAYOR

Attest:

CITY CLERK

Dated: December 8, 2023

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

COMMERCIAL PURCHASE AND SALE AGREEMENT

THIS COMMERCIAL PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2023 (the "Effective Date"), which shall be the date the last party executes this Agreement), by and between THE UNITED CITY OF YORKVILLE, ("SELLER") and HEARTLAND MEADOWS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY or Its Assignee to an Authorized Legal Entity to be created by PURCHASER ("PURCHASER"). SELLER and PURCHASER are sometimes collectively referred to as the "Parties."

RECITALS:

A. SELLER is the owner of certain real property located in the United City of Yorkville, Sections 17 and 20 of Bristol Township ("Township"), Kendall County, Illinois, as depicted in the attached legal description as Exhibit "A" approximately Eight Point Three (8.3) gross surveyed acres more or less of real property and identified as PIN: _02-20-351-006_ as more accurately described in the legal description to be provided by survey and to be attached hereto as Exhibit "B" upon Agreement of SELLER'S and PURCHASER'S Counsel. The parcel of Real Property being sold herein is referred to as the "Subject Parcel" SELLER has agreed to sell that portion of the Subject Parcel exclusive of the trail along the southern border of the Subject Parcel, the remaining portion of the Subject Parcel hereinafter referred to as the "Subject Property" as depicted in the attached Heartland Meadows West Conceptual Site Plas as set out in the attached Exhibit "C" incorporated herein by reference to PURCHASER for the sum of Four Hundred Five Thousand Dollars (\$405,000.00) the "Purchase Price".

THEREFORE, in consideration of the mutual covenants and the undertakings described in this Agreement, and other good and valuable consideration, the receipt and adequacy thereof being expressly acknowledged, the Parties agree as follows:

1. Agreement to Sell. SELLER agrees to sell, transfer and convey the Subject Property as set forth in paragraphs A and B above in exchange for the Purchase Price at Closing is set forth in paragraphs A and B above hereof and shall be paid at the Closing in wired funds.

Initials _____ / _____

2. Earnest Money Deposit. On or prior to the seventh (7th) business day after the Effective Date, PURCHASER shall make a deposit in the form of Cashier's check from PURCHASER, in the amount of Twenty Five Thousand Dollars (\$25,000.00) ("Earnest Money Deposit") to Chicago Title Company, Yorkville, Illinois office ("Title Insurer"), which shall be held in Strict Joint Order ("SJO") escrow by the Title Insurer. Upon expiration of the Platting/Entitlement Period (defined in Section 8), provided PURCHASER has not terminated this Agreement as permitted herein, and Seller has not otherwise defaulted and failed to cure its default, the Earnest Money Deposit shall become non-refundable and applicable as a credit against the Purchase Price.

3. (a) Due Diligence Materials. Within Fourteen (14) Business days from the Effective Date, SELLER shall, at SELLER's expense, provide PURCHASER a copy of all documents relating to the Subject Property that are in the possession of SELLER, its agents, attorney and consultants including, but not limited to, any reports, investigations, studies, plans or documents pertaining to the Subject Property in SELLER's possession (the "Due Diligence Period").

(b) Site Access. PURCHASER shall be granted reasonable access to the Subject Property during the term of the Agreement to obtain soil tests, engineering studies, environmental (hazardous waste) study, and archeological study. Copies of all reports shall be provided to SELLER within Thirty (30) business days of receipt by PURCHASER of each report. Prior to entry of PURCHASER or its agents, employees, or subcontractors on the Subject Property, PURCHASER shall provide SELLER or SELLER's Attorney a Certificate of Insurance for at least One Million Dollar (\$1,000,000.00) Liability Insurance naming SELLER as a party insured for Liability purposes in regard to any onsite testing or investigations.

4. Evidence of Title. Within Fourteen (14) Business days from the Effective Date, SELLER shall deliver to PURCHASER a commitment for a Chicago Title ALTA Owner's Title Insurance Policy ("Commitment"), issued by the Title Insurer in an amount equal to the Purchase Price, naming PURCHASER as the proposed insured and identifying the condition of title to the Subject Property, together with legible copies of all the instruments and documents referenced in the Commitment and all Schedule B documents and including but not limited to all easements which are appurtenant to or burden the Subject Property.

5. Survey. SELLER shall provide PURCHASER with a Current ALTA Extended Coverage Survey within 30 business days of SELER'S written acceptance of this Agreement. The ALTA Survey to be made in accordance and in compliance with the most current ALTA/ ASCM Urban Land Survey Standards and containing Table A Option Numbers 1, 2, 3, 4, 6, 7(a), 7(b), 7(c), 8, 9, 10, 11, 11(a), 11(b), 13, 14, 15 and 16 ("New Survey"). The New Survey shall be sufficient to cause the Title Company to delete the standard printed survey exception and to issue an owner's title policy free from any survey objections other than the Permitted Exceptions. The certification on the Survey shall run to the benefit of the PURCHASER, Title Company, PURCHASER's Lender and SELLER.

6. Permitted Exceptions. PURCHASER shall have twenty-one days (21) from receipt of the ALTA Survey and the Commitment, including all Schedule B documents referenced

Initials _____ / _____

therein ("Title Review Period") to review the Survey, the Commitment and all instruments and documents referenced in the Commitment. Prior to expiration of the Title Review Period, PURCHASER or PURCHASER's attorney may deliver to SELLER a written objection as to item(s) identified (or which the Title Insurer or surveyor failed to identify) in the Commitment ("PURCHASER's Objection Letter "), SELLER shall have five (5) days from its receipt of PURCHASER's Objection Letter to notify PURCHASER by written notice ("SELLER Objection Response ") as to whether or not SELLER has elected either (i) to cure any title defects or unpermitted exceptions identified in PURCHASER's Title Notice, or (ii) to cause the Title Insurer to insure the title defects or unpermitted exceptions identified in PURCHASER's Objection Letter in a manner satisfactory to PURCHASER. Any items not raised in PURCHASER's Objection Letter shall be deemed "Permitted Exceptions." If Seller elects , not to cure any matter objected to in the PURCHASER's Objection Letter , then PURCHASER shall have five (5) business days thereafter to notify SELLER by written notice (an "PURCHASER's Title Waiver Notice") as to whether PURCHASER has elected either (i) to waive its objection or objections to the matter or matters not being cured by SELLER, without reduction of the Purchase Price, or (ii) to terminate this Agreement, in which event the Initial Deposit (which has not yet been applied as no closing shall have occurred) shall be promptly returned to PURCHASER. If PURCHASER fails to deliver PURCHASER's Title Waiver Notice, such failure shall be deemed a waiver of such objections and such exceptions shall become Permitted Exceptions.

7. Feasibility Period PURCHASER may terminate this Agreement without fault if it is unable to obtain Zoning, Preliminary Platting approval, and Final Plat Approval within the Platting/Entitlement Period granted herein under Paragraph 3-8 of this Agreement. In the event PURCHASER is able to obtain Zoning and Final Plat Approval granting Entitlements by the United City of Yorkville in order to allow development of the Subject Property in substantial conformity with the Conceptual Site Plan of PURCHASER, incorporated herein as Exhibit "C" as requested for the Subject Property, PURCHASER shall be irrevocably required to purchase the Subject Property. PURCHASER shall use its best efforts to seek approval of its entitlement requests with the United City of Yorkville. Commencing on the Effective Date through the date five (5) months after the Effective Date ("Feasibility Period") the PURCHASER shall be entitled to satisfy itself in its sole discretion, that the Property may be used for PURCHASER's intended purpose, including without limitation, PURCHASER's right to reasonable access to the Property for the purpose of inspecting the physical condition of the Property and obtaining all required third party zoning, Preliminary and Final Platting approval and governmental permits and approvals from any applicable governmental body including but not limited to the United City of Yorkville, Yorkville School District, County of Kendall Stormwater Department, Bristol-Kendall Fire Department, and Illinois EPA.

8. Platting/Entitlement Period. PURCHASER shall file a Petition for Zoning & Site Plan Approval of Preliminary Engineering and a Preliminary Plat, solely at PURCHASER's expense, within thirty (30) days after the expiration of the Feasibility Period, then PURCHASER shall thereafter have one hundred eighty (180) days (the "Platting/Entitlement Period") to obtain approval of Zoning, Final Engineering and a Final Plat of Subdivision from the United City of Yorkville for development of the Subject Property with the following conditions:

Initials _____ / _____

- A. That the Site Plan shall permit the development of up to 4 separate lots for commercial purposes as set out in the attached Exhibit “C”. The individual parking lots to be maintained by the Association of the 4 lots in proportion to the parking area within the lot lines of each individual, or combined lot.

To conform to that request, PURCHASER shall create a Business Owner’s Association in conjunction with Final Plat Approval providing for Cross Access Easements to each of the commercial areas; and cross parking agreements for the benefit of the 4 commercial lots.

- B. That the Zoning Class attributable to the commercial area shall be in substantial conformity with the United City of Yorkville B-3 Zoning District in order to permit building of office buildings, restaurants, or any other permitted or Special Use within the B-3 Zoning Classification or the less intense zoning classifications under the United City of Yorkville Unified Development Ordinance for B-1 and B-2 purposes.

The parties hereto acknowledge that the original Subdivision was planned and engineered for development with substantially the same lot coverage proposed in Exhibit “C” and that no additional detention or retention requirements other than connecting to current out lot storm ponds and current storm sewer installation to which the United City of Yorkville can grant access to Purchaser shall be required for development of the commercial or residential proposed on Exhibit “C” hereto.

- C. The parties agree that the City shall lock current existing City water and sanitary sewer connection tap on fees as are in effect as of December 1, 2023 for six (6) years following the date of City Council approval of the final plat of the Subject Property as outlined in Exhibit “C”.
- D. That the residential proposed lots in the attached Exhibit “C” will be governed by Covenants and a Planned Unit Development Agreement limited to a 55 year and older active adult community. The lot sizes will conform at least to the minimum lot size and setback requirements that PURCHASER has used in a related Development that has been partially built out in the United City of Yorkville and known as Heartland Meadows.

PURCHASER may terminate this Agreement if it is unable to obtain Zoning Approvals within the Platting/Entitlement Period, by providing SELLER with written notice of termination on or before the expiration of the Platting/Entitlement Period, in which event the Earnest Money shall be released to PURCHASER and the parties shall have no further rights or obligations under this Agreement, with the exception of any surviving obligations of either party hereunder this Agreement, including but not limited to PURCHASER’s restoration and indemnity obligations, which shall survive. If PURCHASER does not provide SELLER with written notice of termination on or before the expiration of the Feasibility Period.

If PURCHASER is satisfied with the Subject Property, it will deliver its Notice of Suitability ("NOS") prior to the expiration of the Feasibility Period.

Initials _____ / _____

PURCHASER will also have the Platting Entitlement Period to commence and pursue all approvals from the United City of Yorkville and any other applicable authorities which are necessary to construct PURCHASER's intended improvements. PURCHASER's obligation to purchase the land is contingent upon receiving Final Site Plan/Final Plat approval from the United City of Yorkville along with zoning approvals including, without limitation, rezoning and/or re-platting of the Subject Property (if necessary), site plan approvals, fee verification, public financing assistance including, without limitation, department of transportation approvals, and applicable wetland/floodplain authority approvals. In the event that PURCHASER does not proceed with the purchase of either parcel, PURCHASER shall tender to SELLER at no cost all surveys, topography, environmental studies, drawings, evaluations of any kind and government agency reports of any kind obtained by PURCHASER during the Feasibility Period or platting entitlement period other than proprietary financial information at no cost.

Closing to occur within ninety (90) days after receipt of the final site plan approval, Final Engineering and Final Plat approval.

9. Conditions to Closing. Without limiting any of the other conditions to the Closing, the obligations of PURCHASER at closing under this Agreement is subject to the satisfaction of the following conditions ("Closing Conditions") as of the Closing Date any of which may be waived by PURCHASER:

A. All of the representations and warranties made by SELLER set forth in this Agreement shall be true and correct in all material respects when made. SELLER shall recertify its representations and warranties as of each Closing Date.

B. SELLER shall have performed, observed and complied in all material respects with all covenants and agreements required by this Agreement to be performed by SELLER at or prior to such Closing including, without limitation, delivery of all of documents required to be delivered at Closing by SELLER.

10. Closing Deliveries. At Closing the Parties shall execute the following documents and take the following actions:

A. Payment of Purchase Price. PURCHASER shall pay to SELLER the Purchase Price for the Subject Property plus or minus applicable adjustments and prorations under this Agreement.

B. Warranty Deed. SELLER shall deliver to PURCHASER a fully executed and recordable warranty deed for the Property to be purchased at Closing, conveying title to the Subject Property, subject only to the Permitted Exceptions, the applicable City Zoning Ordinance and encumbrances that have accrued due to the acts or omissions of PURCHASER. The warranty deed shall be accompanied by an Illinois real estate transfer tax valuation affidavit ("PTAX-203"), as the purchase price is not to be reflected on the warranty deed. SELLER shall be responsible for preparation of the PTAX-203, the accuracy of all information contained therein and any supplements thereto that may be required. SELLER shall indemnify, defend and hold harmless PURCHASER from and against any and all claims, liabilities, losses, causes of action, damages, costs or expenses including court costs and reasonable attorney fees incurred by PURCHASER as

Initials _____ / _____

a result of any failure to pay or accurately report Illinois real estate transfer taxes due as a result of PURCHASER's purchase of the Subject Property. The Parties acknowledge that No Revenue Stamps shall be required to be obtained or paid for by either Party since a sale from a Governmental Entity is Exempt under Illinois Compiled Statutes 200/31-45(b).

C. Non-Foreign Person Affidavit. SELLER shall furnish to PURCHASER with an affidavit stating that SELLER is not a "foreign person" within the meaning of IRC Section 1445(f)(3), as amended.

D. Closing Statement. SELLER and PURCHASER shall execute a closing statement showing the Purchase Price for the real property being acquired at Closing together with all prorations, adjustments and credits, if any, as required under this Agreement. SELLER shall pay for the Owner's Policy. PURCHASER shall pay for recording of the deed and mortgage and the costs of any title endorsements requested by PURCHASER, including any lender's title policy. Title Company closing fees, including any escrow fee, shall be split evenly between the Parties. There is no municipal transfer tax to be paid at a Closing.

E. Title Insurance Policy. SELLER shall order and pay for, and Chicago Title Insurance Company shall be prepared to issue, an owner's policy of title insurance subject only to the Permitted Exceptions in an amount equal to the Purchase Price (with extended coverage) with respect to the applicable Property to be purchased at Closing and provide to the Title Company such documents that may reasonably be requested by the Title Company to satisfy any of the Schedule B requirements applicable to SELLER. PURCHASER shall be responsible to pay the cost of any title company endorsements excluding extended coverage that PURCHASER requests or requires; or that are required by PURCHASER's Lender, if any.

F. Affidavit of Title. The SELLER shall execute a standard "Affidavit of Title."

G. certificate stating that no financing statements executed by or on behalf of Seller have been filed against the Premises since the date of the most recent UCC searches delivered by Seller to Buyer hereunder;

H. evidence of any notices, reports or registrations received from or delivered to the Illinois State Fire Marshall under any regulations for Underground Storage Tanks and/or any other federal, state or local health and safety regulations;

I. Further Assurances. The parties shall execute such additional documents and instruments and take such further actions as may be reasonably requested by either party or necessary to complete the purchase and sale of the real property at each Takedown in accordance with this Agreement.

11. Real Estate Tax Prorations . Real Estate taxes shall be prorated at 105% of the last year's tax bill if any.

12. Possession. At closing, SELLER shall deliver to PURCHASER exclusive physical possession of the real property that is acquired by PURCHASER, free and clear of any rights or claims of possession by SELLER or any third party.

Initials _____ / _____

13. Permits, Fees; Plans and Elevations:

PURCHASER shall pay any zoning application fees, studies, or engineering drawings with regard to the development Property. PURCHASER shall hold SELLER harmless from payment for any fees or costs for entitlement and permitting matters with respect to the Subject Property which result from or are based on any such zoning or entitlement requests by or approvals obtained by Purchaser. SELLER hereby consents to the right of PURCHASER to file for any necessary Zoning/Platting/Review Requirements as a Contract Purchaser once SELLER executes its acceptance of this Contract in writing.

14. SELLER's Representations, Warranties and Covenants. SELLER represents, warrants and covenants to PURCHASER the following:

A. Power and Capacity. SELLER has the full power, capacity and legal right to execute and deliver this Agreement and sell the Subject Property to PURCHASER pursuant to the terms of this Agreement. The execution, delivery and performance of this Agreement and the obligations undertaken by SELLER under this Agreement have been duly authorized by all necessary action, and this Agreement has been executed by a duly authorized representative of SELLER and constitutes a valid and binding obligation of SELLER, enforceable in accordance with its terms. At all times during the term of this Agreement, SELLER shall not transfer any portion of the Subject Property or grant or permit any easements, liens, mortgages encumbrances or other interests with respect to the Real property without PURCHASER's prior written consent.

B. Contractual Obligations. The execution and delivery of this Agreement, and the performance by SELLER of any and all transactions contemplated by this Agreement, will not breach any contractual covenant or restriction between SELLER and any third- party affecting the real property.

C. Condemnation Proceedings: Special Assessments. SELLER has neither received written notice nor has actual knowledge of any condemnation or eminent domain proceeding regarding any of the Subject Property and has not entered into any negotiations for the disposition of any of the Subject Property in lieu of the commencement of condemnation or eminent domain proceedings and, to SELLER's actual knowledge, without duty of inquiry, there are no proceedings pending before any governmental agency to impose a special assessment or other public authority charge against all or any of the Real property.

D. Litigation. There is no pending or, to the best of SELLER's actual knowledge, threatened litigation, administrative action or examination, claim or demand relating to the Real property, or any pending or threatened exercise of the power of eminent domain, condemnation proceeding or other, governmental taking with respect to all or any part of the real property. No notice of default under laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the real property, or any like agreement, has been issued or threatened to SELLER.

E. Condition of the Property. PURCHASER acknowledges that the Subject Property is being purchased in an "AS IS" condition and SELLER is not making any representation as to the condition of the Property; except as previously stated herein.

Initials _____ / _____

F. Existing Due Diligence Materials. The Existing Due Diligence Materials are all of the surveys, plats, agreements, declarations, ordinances, soil reports, notices, environmental studies or other report prepared for SELLER that SELLER has in its possession or control. To the best of SELLER's knowledge, the Existing Due Diligence Materials are copies of the original documents in the SELLER's possession.

G. Environmental. To the best of SELLER's knowledge, no hazardous substances are located on or have been stored, generated, used, processed or disposed of on or released or discharged from (including ground water contamination) the Real property or the Subject Property, and no above ground or underground storage tanks exist on or have been removed from, the Subject Property. Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that PURCHASER does not assume or agree to be responsible for, and SELLER hereby agrees to defend, indemnify and hold PURCHASER harmless from and against any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any environmental laws with respect to a Subject Property prior to the Closing and the Subject Property. SELLER's obligation to indemnify PURCHASER with respect to environmental matters shall expressly survive termination of this Agreement in accordance with Section 24 of this Agreement.

H. The Subject Property is currently tax exempt and no action has occurred to alter the tax exempt status.

I. To the best of SELLER's knowledge and SELLER has received no Notices Ordinances or other notifications of any obligations in connection with the Subject Property or any so-called "**recapture agreement**" involving refund for sewer extension, over sizing utility lines, lighting, roadway or like expense or charge for work or services done upon or relating to the Subject Property which will bind PURCHASER or the Premises from and after the Closing Date.

J. All United City of Yorkville Service Contracts, management contracts, and leases with respect to the Property shall be terminated at or prior to closing.

15. PURCHASER's Representations, Warranties and Covenants. PURCHASER represents, warrants and covenants to SELLER as follows:

A. Due Organization. PURCHASER is a legal entity duly organized and in good standing under the laws of the State of Illinois.

B. Power and Capacity. PURCHASER has the full power, capacity, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

C. Due Authorization. This Agreement has been duly authorized, executed and delivered by PURCHASER and constitutes the legal, valid and binding obligation of

Initials _____ / _____

PURCHASER, enforceable in accordance with its terms. Prior to Closing, any and all documents required by this Agreement to be executed and delivered by PURCHASER shall have been duly authorized, executed and delivered by PURCHASER, and all such documents shall contain legal, valid and binding obligations of PURCHASER enforceable in accordance with their terms.

16. Signage. Signage mutually acceptable to SELLER and PURCHASER may be erected at PURCHASER's expense on the Subject Property. SELLER agrees to allow signage to be installed at the close of Feasibility Period provided that any such signage shall be in conformity with any applicable United City of Yorkville Unified Development Ordinance.

17. Real Estate Commission. The Parties hereto acknowledge that NO Real Estate Brokerage Commission or Property Manager payment is due to any Third Party that arises out of this transaction.

18. Condemnation. In the event that notice of any action, suit or proceeding shall be given for the purpose of condemning all or any portion of the Subject Property prior to the date such real property has been conveyed to PURCHASER, then PURCHASER's rights and obligations under this Agreement with respect to such real property shall terminate, and the proceeds resulting from the condemnation shall be paid to SELLER.

19. Default.

A. PURCHASER Default. If PURCHASER fails to purchase the Subject Property according to the terms of this Agreement, the SELLER shall provide PURCHASER written notice of said default ("SELLER Default Notice"). PURCHASER shall have thirty (30) days from its receipt of the SELLER Default Notice ("Cure Period") to cure or to substantially commence a cure of the default(s) identified in the SELLER Default Notice. SELLER shall have the right to terminate this Agreement if PURCHASER fails to cure or substantially commence a cure of the default identified in the SELLER Default Notice during the Cure Period. In the event of the termination of this Agreement, SELLER shall retain the any earnest money being held by Title Insurer at the time of such respective default by PURCHASER. Retention of the earnest money shall be deemed liquidated damages as SELLER'S sole and exclusive remedy that Parties agree that the damages suffered by SELLER would be speculative and difficult to ascertain and not a penalty, and the Parties shall have no further rights or obligations under this Agreement, with the exception of obligations which expressly survive termination.

B. SELLER Default. If SELLER defaults in the performance of its obligations under this Agreement, and such default is not cured or SELLER has not substantially commenced a cure within thirty (30) days from SELLER's receipt of written notice from PURCHASER, PURCHASER may at Its discretion either (i) terminate this Agreement by written notice to SELLER, in which event the Earnest Money shall be returned to PURCHASER; or commence an action under Illinois law to specifically enforce this Agreement Thereafter neither party shall have any further claims or obligations hereunder, except such obligations as are herein expressly made to survive such termination; or (ii) seek specific performance of this Agreement.

20. No Joint Venture. (a) Neither Party is the agent, partner or joint venture partner of the other; neither Party has any obligation to the other except as specified in this Agreement.

Initials _____ / _____

21. Non-Waiver. The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long it may continue, shall not be deemed to be a waiver by any Party to any of its rights hereunder except as expressly provided for in this Agreement.

22. Third Party Rights. No Party other than SELLER and PURCHASER and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of SELLER and PURCHASER, and their respective successors or assigns, and not for the benefit of any other Party.

23. Survival. The representations, warranties and covenants contained in this Agreement shall survive a Takedown with respect to such Property acquired in each respective Takedown for a twelve (12) month period thereafter and shall not merge upon the delivery of the warranty deed for the Property.

24. Time. TIME IS OF THE ESSENCE OF ANY AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

25. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (ii) sent by email, in which case notice shall be deemed delivered upon transmission of such notice, or (iii) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until two (2) Business Days following actual receipt of such notice. The Parties agree that the attorney for each respective party has the authority to send and receive notices on behalf of such party.

If To SELLER: United City of Yorkville
 Attn: _____
 651 Prairie Pointe Drive
 Yorkville, IL 60560
 Telephone: 630-553-4350
 E-mail: _____

With a copy to: Attorney Kathleen Field Orr
 Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
 1804 North Naper Boulevard, Suite 350
 Naperville, Illinois 60563
 0:312-382-2113, C: 708-267-6244
 kfo@ottosenlaw.com

If To PURCHASER: Heartland Meadows, LLC, An Illinois Limited Liability Company
 608 E. Veterans Parkway
 Yorkville, Illinois 60560
 Telephone: 630-553-3322
 Email No: gjmarker@markerinc.com

Initials _____ / _____

With a copy to: Daniel Kramer
The Law Office of Dan Kramer
1107A South Bridge Street
Yorkville, IL. 60560
Telephone: 630-553-9500
[Email: dkramer@dankramerlaw.com](mailto:dkramer@dankramerlaw.com)

Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.

26. Days. Whenever this Agreement requires that something be done within a specified period of days, that period shall (i) not include the day from which the period commences, (ii) include the day upon which the period expires, (iii) expire at 6:00 p.m., local time in the jurisdiction in the where the Property is located on the day upon which the period expires, and (iv) unless otherwise specified in this Agreement, be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holidays, which shall include but not be limited to December 24, 25 and January 1, the period shall extend to the first business day thereafter. As used in this Agreement, "business day" means each day of the year other than Saturdays, Sundays, legal holidays and days on which national banks in the location where the Subject Property is located are generally authorized or obligated by law to close.

27. Severability. If one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

28. Entire Agreement. This Agreement embodies the entire understanding between the Parties with respect to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the party against which enforcement is sought, and then only to the extent set forth in that instrument.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Illinois. Kendall County shall be the agreed venue for any action with respect to the subject matter hereof.

30. Captions; Agreement Preparation. Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect. Each of the Parties has joined in and contributed to drafting this Agreement, and the Parties agree that there shall be no presumption favoring or burdening any one or more Parties based upon draftsmanship.

31. Successors and Assigns. Either party shall be entitled to assign its rights or obligations under this Agreement without the consent of the other party so long as such assignment is to entity which is controlled or is a parent entity exercising control over such party. Any other

Initials _____ / _____

assignment shall require the consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon, and its benefits shall inure to, the Parties hereto and their respective heirs, personal representatives, successors and assigns.

32. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. For purposes of this Agreement, a facsimile signature or electronic copy of a signature shall be deemed the same as an original.

33. Confidentiality. Except to the extent that either party needs to disclose financial terms of this agreement to professionals bound by privileged to their respective client or a Lender, the parties shall keep all financial and closing terms of this Agreement confidential between they and their retained experts.

34. Illinois Bulk Sales. SELLER warrants to PURCHASER that it has no obligation to comply with the Illinois Bulk Sale Act in that the subject Real Estate Sale does not comprise a significant portion of the SELLER's real property; or result in a transfer of SELLER's Business.

35. Time. SELLER and PURCHASER agree that time is of the essence and that failure of either party to strictly comply with the time limitations contained herein shall be considered as a default unless provided otherwise herein or unless expressly waived in writing by agreement of the non-defaulting party.

36. Counterpart/PDF Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Further this Agreement may be executed by PDF attached to email transmission and such PDF signatures shall be valid and binding for all purposes when transmitted to the other party. Notwithstanding the foregoing, each party signing by PDF agrees to provide the other with an original signature hereon within two (2) business days of its execution of this Agreement.

Initials _____ / _____

Signature Page Follows

Initials _____ / _____

THIS AGREEMENT has been executed by the SELLER hereto on the date set forth below.

"SELLER"

United City of Yorkville

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____

Initials _____ / _____

THIS AGREEMENT has been executed by the PURCHASER hereto on the date set forth below.

"PURCHASER"

HEARTLAND MEADOWS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: _____

Its: _____ Manager _____

Dated: _____

Initials _____ / _____

Initials _____ / _____

Exhibit "A"

Legal Description

Lot 22 in Kendall Marketplace, being a Subdivision of part of the Southeast Quarter of Section 19, the South Half of Section 20, and the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian, in the United City of Yorkville, Kendall County, Illinois. PIN: Part of 02-20-351-002 Address: Part of the land located at the Northwest Corner of Route 34 and Cannonball Drive, Yorkville, Illinois.

Initials _____ / _____

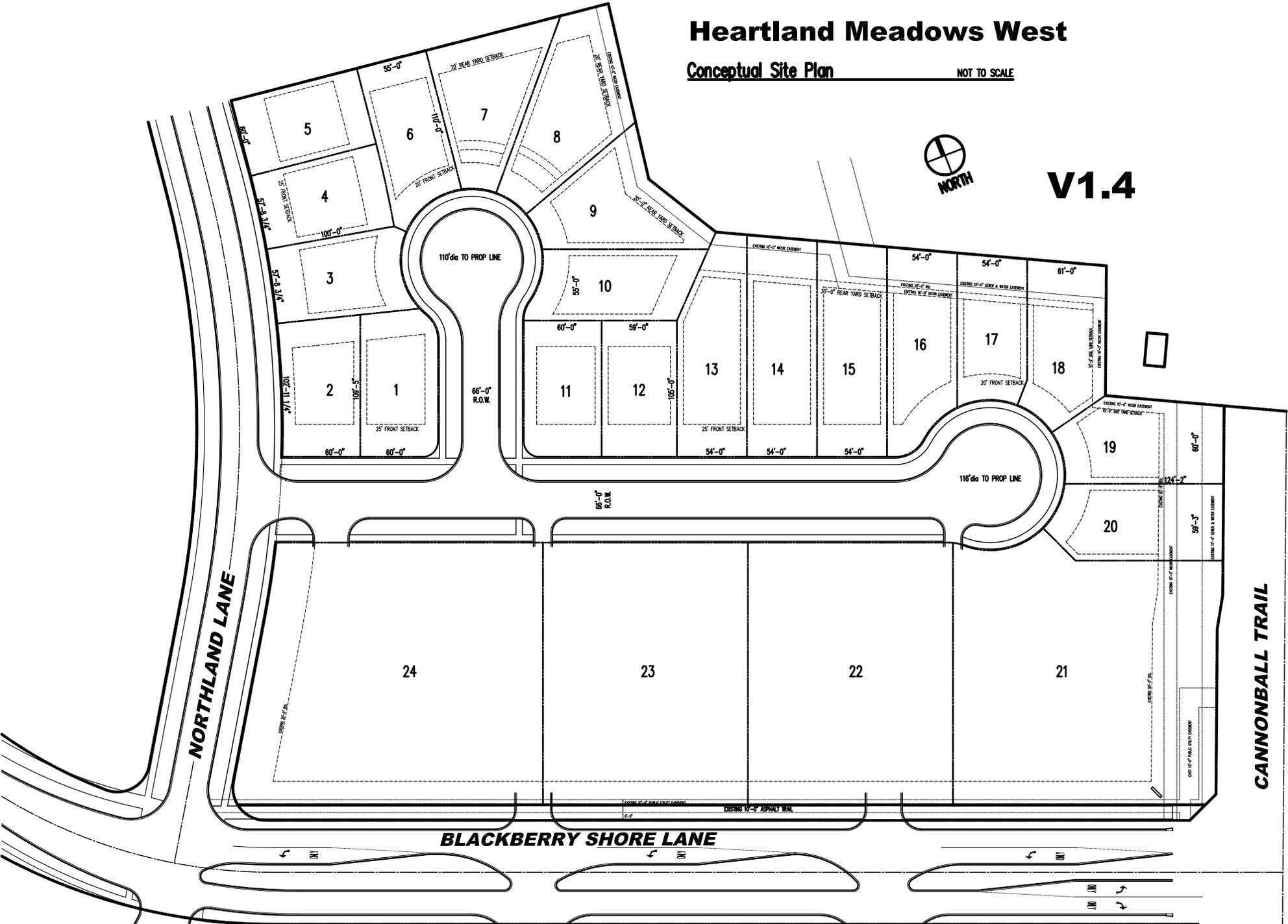
Heartland Meadows West

Conceptual Site Plan

NOT TO SCALE



V1.4





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 2023-94

Agenda Item Summary Memo

Title: Route 47 Water Main Relocation Agreement – Water Park to Bertram Drive

Meeting and Date: City Council – January 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-94

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 14, 2023
Subject: Rt 47 and Waterpark Way watermain relocation – design engineering

Summary

Consideration of a design engineering contract with EEI for watermain relocation at Route 47 and Waterpark Way, caused by the upcoming Rt 47 expansion project and funded by IDOT.

Background

This item was last discussed at the November Public Works Committee meeting. At that meeting, the committee reviewed the status of the upcoming Route 47 expansion projects, including a few areas throughout town which will require the City to move utilities to accommodate the IDOT projects. To recap, some of these relocations will be paid for by IDOT (but completed by the City) and some may result in the City paying for the relocation. One of the IDOT-funded watermain relocations is in the area of Route 47, Galena Rd, and Waterpark Way (previous memo and map attached). In order to complete the watermain relocation prior to the beginning of the Route 47 expansion project, the City needs to move forward with designing and moving the watermain relocation immediately. Accordingly, EEI has prepared a design engineering contract for this work.

The attached design engineering contract is for a fixed cost of \$81,414. While this contract must be executed and paid for by the City, IDOT is expected to reimburse the City for 100% of this cost. That reimbursement will be formally secured with an updated memorandum of understanding (MOU) between the City and IDOT in the next few months.

Recommendation

The staff is comfortable with recommending authorization of the design engineering agreement with EEI, even if a formal commitment from IDOT for reimbursement of these costs has not been secured. If the City Council agrees, we would recommend authorizing the contract and beginning the design work. Alternatively, we could approve this design engineering contract contingent upon approval of the revised MOU with IDOT. We think we could delay the design engineering work through February with little risk to causing a broader delay, although authorizing the agreement now would allow us to proceed with no risk in causing a broader delay.

Agreement for Professional Services
Route 47 Water Main Relocation – Water Park Way to Bertram Drive

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 2,600 linear feet of water main improvements (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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

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 \$81,414, of which direct expenses are estimated at \$8,250. 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, Contractor, 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:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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



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

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

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

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

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

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



sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** 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 United City of Yorkville:

For the Contractor:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

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.



**Rt 47 Water Main Relocation – Water Park Way to Bertram Drive
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, IDOT, and EEI prior to Bidding.

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

2.6 Permits

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

The following scope of services will be provided by EEI's Subconsultant:

Rubino Engineering – Environmental Assessment

The above scope for “Rt 47 Water Main Relocation – Water Park Way to Bertram Drive” 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 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	PREPARED BY
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive	KDW

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		
PROJECT ADMINISTRATION														
2.1	Project Management and Administration		2	16	10	-	-	-	-	-	-	-	28	\$ 5,662
2.2	Project Meetings		5	6	10	-	-	-	-	-	-	-	21	\$ 4,339
2.3	Topographic Survey		-	-	-	-	15	12	12	-	-	-	39	\$ 7,029
2.4	Utility Coordination		-	1	10	-	-	-	-	-	-	-	11	\$ 2,124
2.5	Final Plans, Specifications, and Estimates		8	24	65	65	-	-	-	15	75	-	252	\$ 44,023
2.6	Permits		-	4	20	-	-	-	-	-	-	-	24	\$ 4,656
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7	33	\$ 5,331
Insert Task Subtotal:			16	57	125	74	15	12	12	15	75	7	408	\$ 73,164
PROJECT TOTAL:			16	57	125	74	15	12	12	15	75	7	408	73,164

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 250
Material Testing =	\$ -
Environmental Assessment =	\$ 8,000
DIRECT EXPENSES =	\$ 8,250

LABOR SUMMARY	
EEI Labor Expenses =	\$ 73,164
TOTAL LABOR EXPENSES	\$ 73,164

TOTAL COSTS	\$ 81,414
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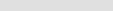
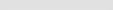
ATTACHMENT D: ESTIMATED SCHEDULE

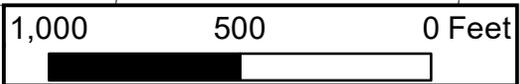
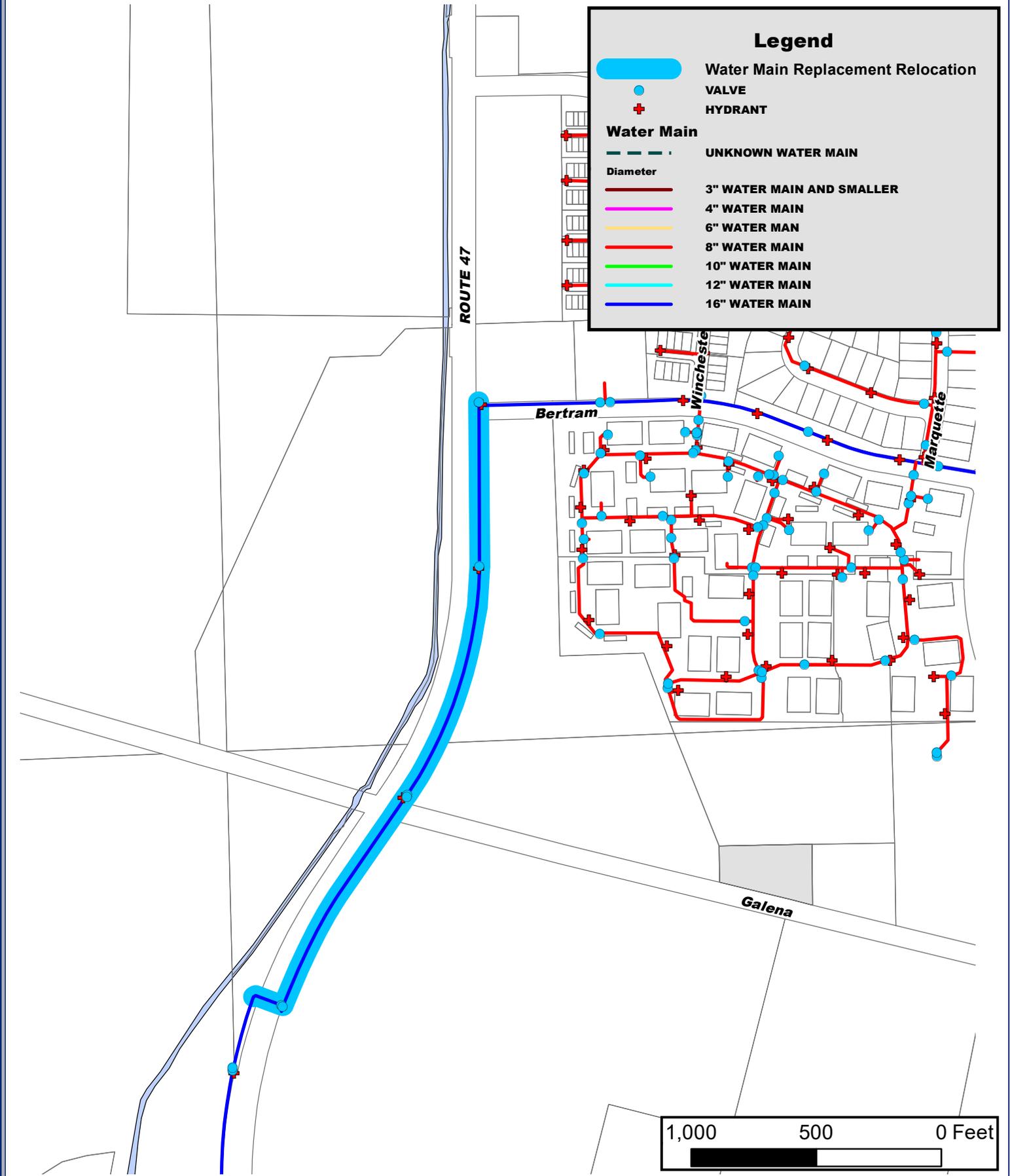
CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2343	
PROJECT TITLE		DATE	PREPARED BY
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive		11/10/23	KDW

TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												



Legend

-  Water Main Replacement Relocation
-  VALVE
-  HYDRANT
- Water Main**
-  UNKNOWN WATER MAIN
- Diameter**
-  3" WATER MAIN AND SMALLER
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  16" WATER MAIN



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

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1103
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1103_2024 Water Main Contract 62M7.MXD

ROUTE 47 WATER MAIN RELOCATION LOCATION MAP





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



Memorandum

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

Date: November 14, 2023
Subject: Rt 47 Improvements

This memo is to provide an update for the proposed Rt 47 improvements by IDOT. IDOT is planning the following projects:

Yorkville to Sugar Grove (\$110M)

This project is proposed to be broken into three separate construction contracts as follows:

- Kennedy Road to Water Park Way (Yorkville)
- Water Park Way to Jericho Road (Yorkville)
- Jericho Road to Cross Street

Final Plans are being developed for each section and have been submitted to the City for review. Construction schedules are currently being developed but could begin as early as late 2024.

Soon, IDOT will be providing agreements for the City to consider and approve to finalize the breakdown of costs and maintenance expectations.

Attached are high level exhibits that depict the proposed locations of grassed medians, shared-use paths and traffic signals.

In addition, we have identified several sections of conflicts with the City's water main and sanitary sewer infrastructure. In areas where the City has existing easements, the relocation cost will be paid for by IDOT. In the other areas that are within existing IDOT row, the cost will most likely have to be borne by the City. The area near the Wrigley facility would fall into this category.

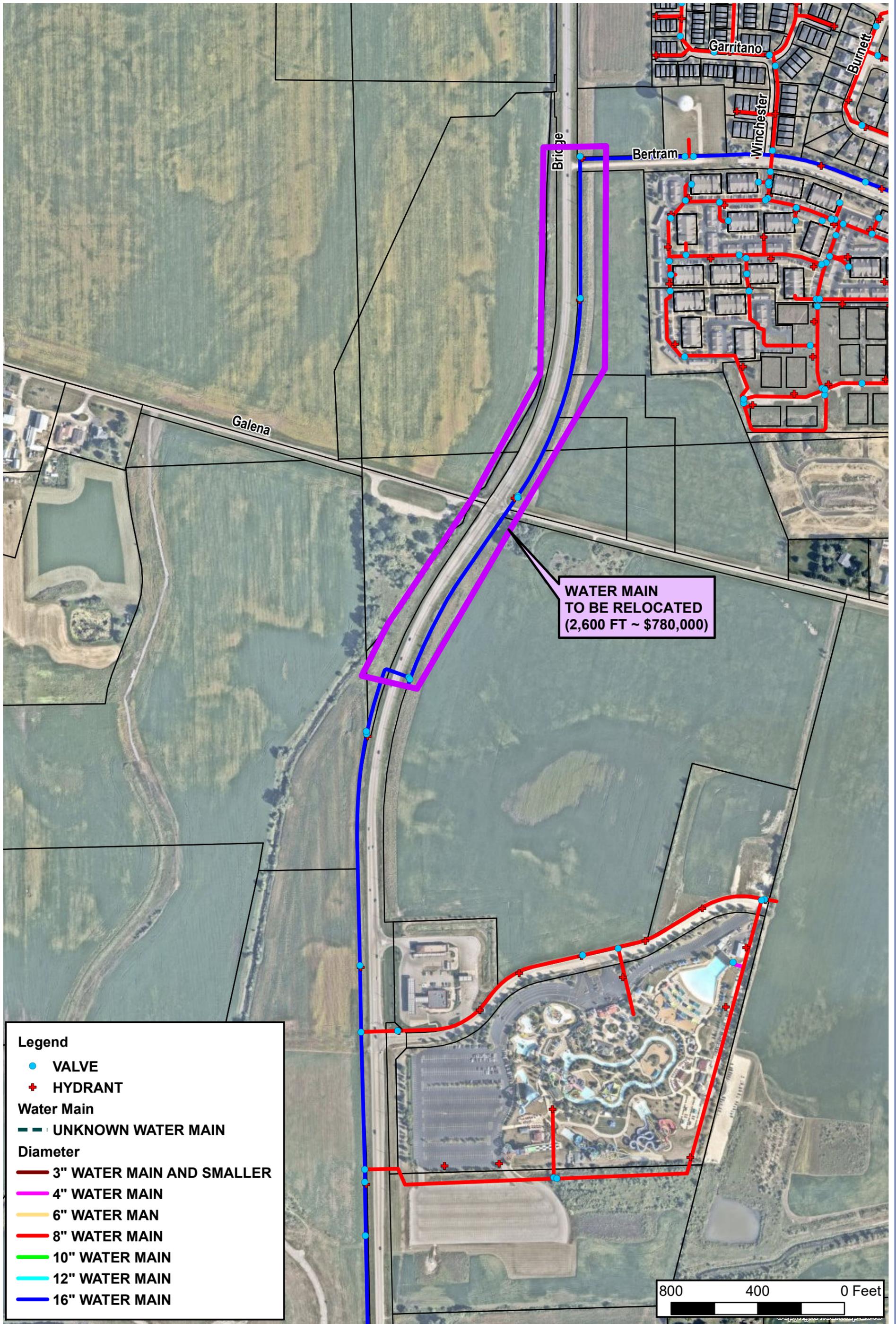
Caton Farm Road to Rt 71 (\$42M)

Final Plans are being developed and have been submitted to the City for review. Construction schedule is currently being developed but could begin as early as late 2024.

Soon, IDOT will be providing an agreement for the City to consider and approve to finalize the breakdown of costs and maintenance expectations.

Attached are high level exhibits that depict the proposed locations of grassed medians, shared-use paths and traffic signals.

In addition, we have identified several sections of conflicts with the City's water main infrastructure. It is likely that the cost will have to be borne by the City since the water main was constructed with existing IDOT row.



**WATER MAIN
TO BE RELOCATED
(2,600 FT ~ \$780,000)**

Legend

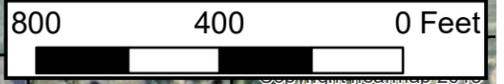
- VALVE
- ⊕ HYDRANT

Water Main

- UNKNOWN WATER MAIN

Diameter

- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN





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 #2

Tracking Number

PW 2023-95

Agenda Item Summary Memo

Title: Center Street Water Main Extension Agreement

Meeting and Date: City Council – January 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-95

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 14, 2023
Subject: Center Street

Summary

Consideration of a design engineering contract with EEI for a watermain extension near Center Street for the YBSD plant expansion.

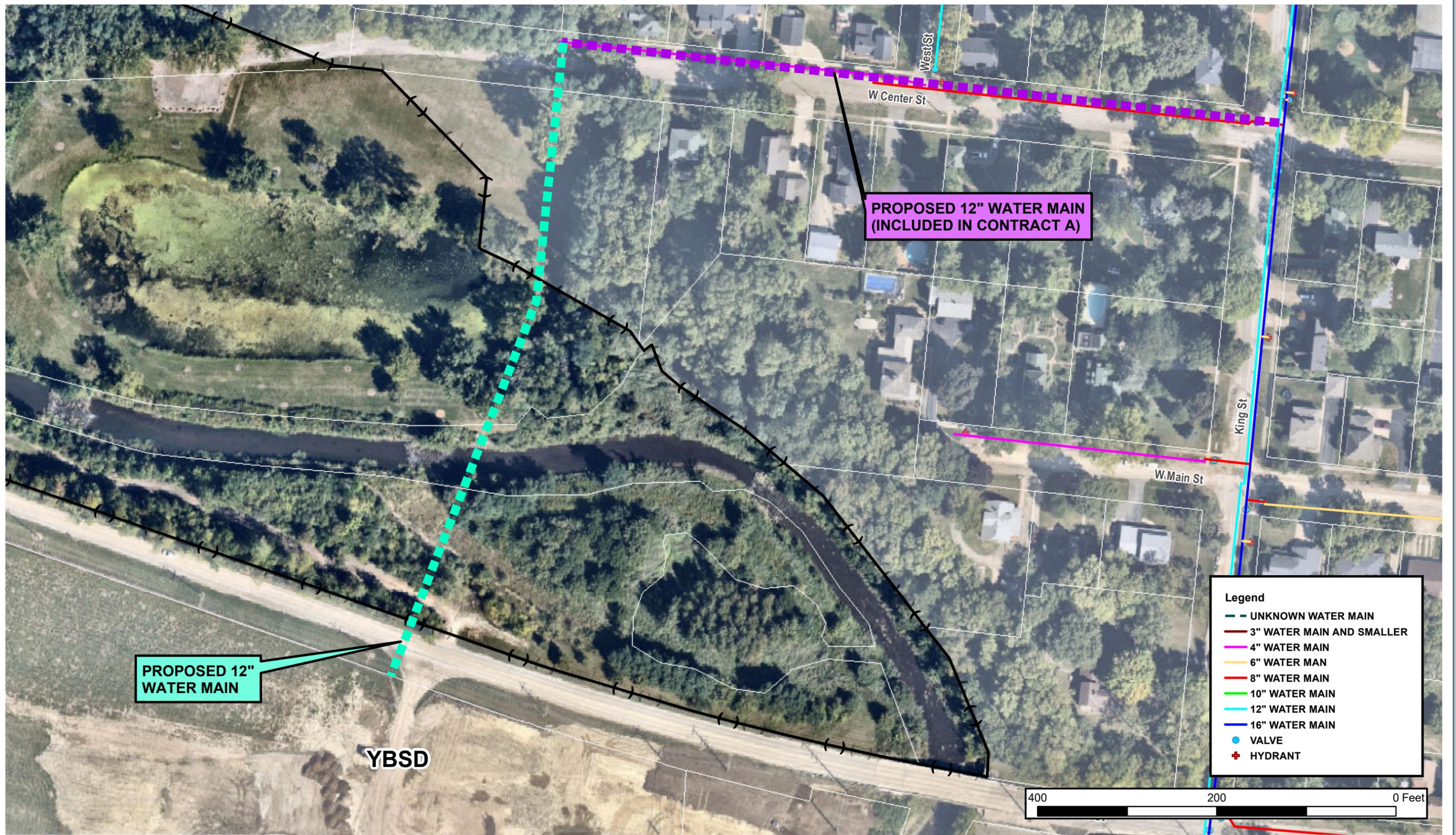
Background

YBSD is currently expanding their main facility to the west of their existing facility, and will need a new watermain extended from the western terminus of W Center Street south to the new YBSD facility entrance on River Road. This proposed watermain extension is needed by YBSD before September 2024, and so we are proposing to begin the design work now to complete the project according to YBSD's timelines. YBSD is responsible for paying for the design and construction cost of this watermain extension, and is drafting an intergovernmental agreement (IGA) which will secure that funding commitment. We expect the IGA to be complete in January for City Council review in January/February. In order to meet the required timelines, EEI has prepared a design engineering contract for this work.

The attached design engineering contract is for a fixed cost of \$96,990. While this contract must be executed and paid for by the City, YBSD is expected to reimburse the City for 100% of this cost.

Recommendation

The staff is comfortable with recommending authorization of the design engineering agreement with EEI, even if a formal commitment from YBSD for reimbursement of these costs has not been secured. If the City Council agrees, we would recommend authorizing the contract and beginning the design work. Alternatively, we could approve this design engineering contract contingent upon approval of the IGA with YBSD. We think we could delay the design engineering work through February with little risk to the deadline.

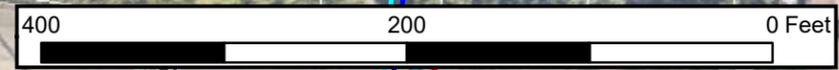


PROPOSED 12\"/>

PROPOSED 12\"/>

Legend

- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- VALVE
- + HYDRANT



YBSD

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



United City of Yorkville
 651 Prairie Pointe Dr
 Yorkville, IL 60560
 www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	December 2023
PROJECT NO.:	YO2104
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2104_YBSD Center Street W.M. Exhibit Attachment E

**CENTER STREET
 WATER MAIN EXHIBIT**

**ATTACHMENT E
 PROJECT LIMITS**



Agreement for Professional Services Center Street Water Main Extension

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 1,500 linear feet of water main improvements on Center Street extending to the future YBSD expansion location on River Street. (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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$96,990. 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, Contractor, 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:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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



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

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

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

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

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

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



sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2023 Standard Schedule of Charges

L. Notices:

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

For the United City of Yorkville:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

For the Contractor:

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 _____, 2020.

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.



**Center Street Water Main Extension
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA, USACE, IDNR)
- Coordination with YBSD
- Coordination with IDOT

2.2 Project Meetings

- Project Kick-Off Meeting Between the City, YBSD, and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, YBSD, and EEI prior to Bidding.

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions

2.6 Permits

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordinate USACE Permit
- Coordinate IDNR Permit

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents



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

CLIENT		United City of Yorkville	
PROJECT TITLE		Center Street Water Main Extension	
		PREPARED BY	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	ST	PM	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
PROJECT ADMINISTRATION														
2.1	Project Management and Administration	-		18	2	-	-	-	-	-	-	-	20	\$ 4,056
2.2	Project Meetings		6	6	12	-	-	-	-	-	-	-	24	\$ 4,962
2.3	Topographic Survey		-	-	-	-	14	32	5	-	-	-	51	\$ 9,197
2.4	Utility Coordination		-	-	3	-	-	-	-	-	-	-	3	\$ 576
2.5	Final Plans, Specifications, and Estimates		4	26	120	-	-	-	-	20	80	-	250	\$ 45,120
2.6	Permits		-	18	21	1	-	-	-	4	8	-	52	\$ 9,782
2.7	Bidding and Contracting		-	9	10	8	-	-	-	-	-	6	33	\$ 5,472
Insert Task Subtotal:			10	77	168	9	14	32	5	24	88	6	433	\$ 79,165
PROJECT TOTAL:			10	77	168	9	14	32	5	24	88	6	433	79,165

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 125
Wetland Delineation =	\$ 9,750
Environmental Assessment =	\$ 7,950
DIRECT EXPENSES =	\$ 17,825

LABOR SUMMARY	
EEI Labor Expenses =	\$ 79,165
TOTAL LABOR EXPENSES	\$ 79,165

TOTAL COSTS \$ 96,990

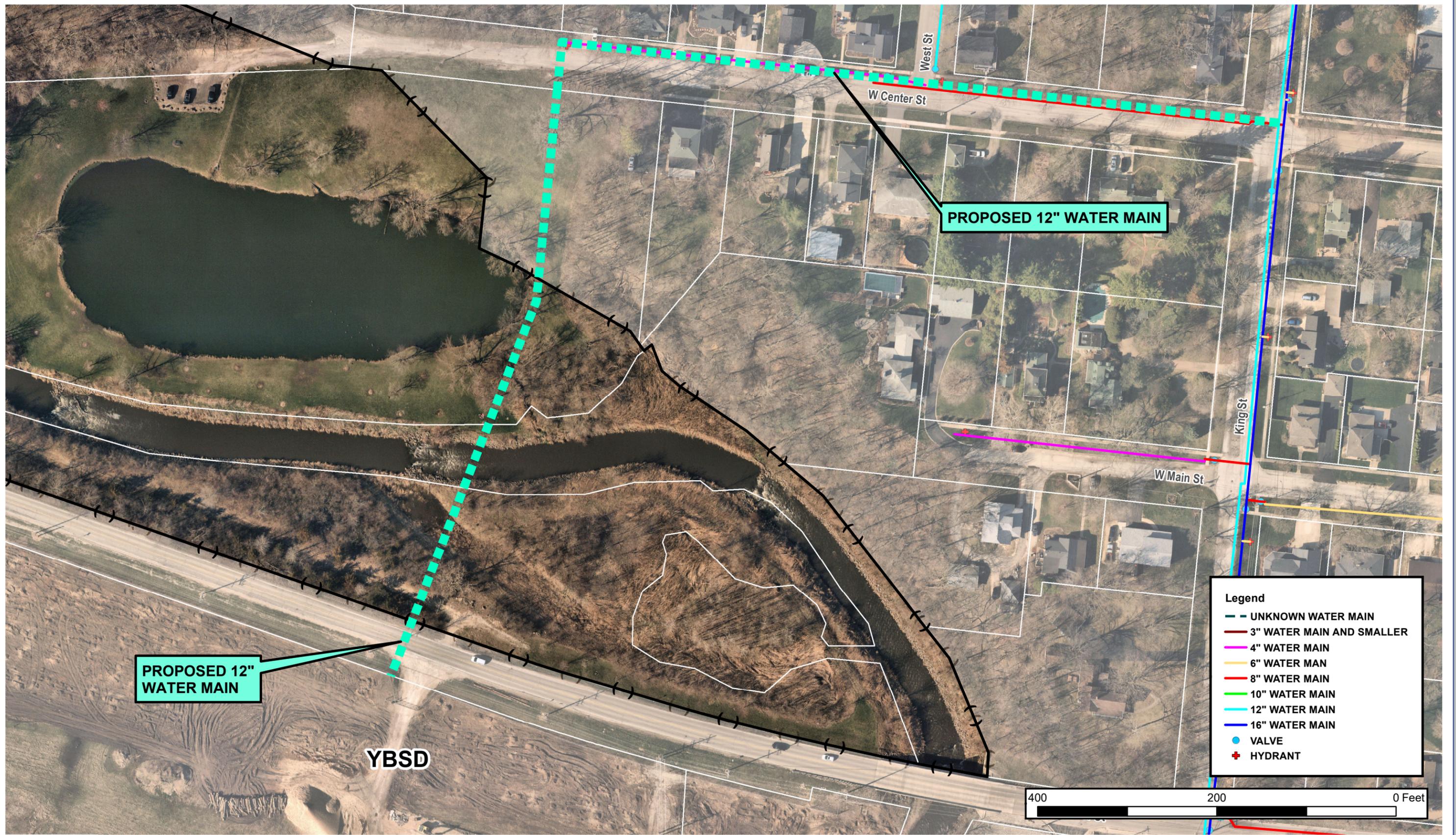


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2337				
PROJECT TITLE							DATE		PREPARED BY		
Center Street Water Main Extension							11/10/23		KDW		

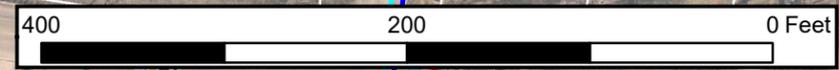
TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												





Legend

- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- VALVE
- + HYDRANT



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



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

NO.	DATE	REVISIONS

DATE: JUNE 2023
 PROJECT NO.: YO2104
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022
 FILE: YO2104_YBSD Center Street W.M Exhibit Attachment E

**CENTER STREET
 WATER MAIN EXHIBIT**

**ATTACHMENT E
 PROJECT LIMITS**





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 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 #3

Tracking Number

PW 2023-96

Agenda Item Summary Memo

Title: Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

Meeting and Date: City Council – January 9, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 12/19/23 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2023-96

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 14, 2023
Subject: Lake Michigan allocation permit – engineering agreement change order

Summary

Consideration of a change order with EEI for the Lake Michigan allocation permit work.

Background

This item was last discussed by the City Council in January 2022, when the City Council approved an engineering agreement with EEI for work related to acquiring a Lake Michigan allocation permit. With final approval of the permit expected from IDNR by the end of the calendar year, EEI has tallied up their hours spent on the permit work. Brad Sanderson has sent me an email (attached) itemizing around \$18,000 in additional cost over the original contract and motion approved by City Council for ~\$88,000. In general, the multiple hearings and versions of the application required by IDNR resulted many more hours of work than originally estimated by EEI and approved by the City. Since the City approved a motion for the contract which included total estimate and paid out on hourly work, we are bringing this true-up/change-order forward for City Council consideration.

Recommendation

Staff recommends approval of the change order with EEI for the Lake Michigan allocation permit work in the amount of \$18,288.

Bart Olson

From: Brad Sanderson <bsanderson@eeiweb.com>
Sent: Thursday, November 9, 2023 4:01 PM
To: Bart Olson
Cc: Rob Fredrickson
Subject: LM Allocation Application

Good afternoon Bart,

As you know, we appear to be at the end of the allocation application process. During the process, we incurred extra expenses outside of our original scope as it related to the Non-revenue Water Reduction Plan.

They are summarized as follows:

Non-revenue Water (NRW) Reduction Plan / Water System Improvement Plan Preparation

- ◆ Budget Review
 - ✓ Original Budget: \$13,992
 - ✓ Amount Spent: \$32,777
 - ✓ Over / (Under) Budget: **\$18,785**
- ◆ Contracted Scope Work Items
 - ✓ Summarize Historical Water Loss Audit Results
 - ✓ Summarize NRW Reduction Strategies and Actions
 - ✓ Define NRW Reduction Implementation Schedule
 - ✓ Report Review & Finalization
- ◆ Additional Scope Work Items
 - ✓ The original scope of service included the development of one NRW Reduction Plan. Based on feedback from IDNR and additional scrutiny, there were multiple revisions required. This was in effort to show a commitment to get below 10% water loss.
 - ✓ There were several additional meetings as part of the revised NRW Reduction Plan strategy development process.
 - ✓ During the additional evaluation of NRW reduction strategies, there was a significant amount of work to determine which water main was pre-1970 and then cost estimates were developed to determine the cost to replace them. Water main break analysis was also required by the IDNR.
 - ✓ A presentation that summarized IDNR's demands and the recommended NRW reduction program was developed and presented to the City Council.

Direct Expenses

- ◆ Budget Review
 - ✓ Original Budget: \$4,350
 - ✓ Amount Spent: \$8,050
 - ✓ Over / (Under) Budget: **\$3,700**
- ◆ Contracted Scope Work Items
 - ✓ Estimated printing and postage for two submittals to the IDNR
- ◆ Additional Scope Work Items
 - ✓ Printing and postage for one additional submittal to the IDNR

There were two line items where we came in below estimate for a total of \$4,197.

Therefore we are requesting consideration for the following:

Non-revenue and Direct Expenses	\$22,485
Credit	(\$4,197)
Total	18,288

The original contract (\$88,800) was based on an estimate for time and materials. If you are in agreement with the above, we would bill no higher than \$107,088.

If you need additional detail, we certainly can provide.

This was an item that was forecasted and noted in the CIP. I believe Rob had budgeted accordingly.

We appreciate your consideration.

Thanks.

BRADLEY P. SANDERSON, PE

Chief Operating Officer / President



bsanderson@eeiweb.com

Direct: 630.466.6720 / Cell: [REDACTED] / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



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Engineering Enterprises, Inc.

CHANGE ORDER

To: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Change Order Number: 1
Change Order Date: November 27, 2023

Project Name: **Lake Michigan Allocation
Permit Application**

Project Number: YO2150-P

Contact Person: Bart Olson, City Administrator

<u>Description of Work / Scope Change / Reason for Change</u>	<u>Value of Change (Amount)</u>
Revisions to NRW Reduction / Water System Improvement Plan per IDNR	\$18,288.00 LS
<ul style="list-style-type: none"> • Additional meetings as part of the Revised NRW Reduction Plan strategy development process • Determination of water main(s) pre-1970 and development of cost estimates for replacement of old water mains • Water main break analysis • Preparation and presentation at City Council of IDNR's demands and the recommended NRW Reduction Program 	

Original Contract Value	\$ 88,800.00
Net change by previous authorized Change Orders	\$ 0.00
Contract Value prior to the Change Order	\$ 88,800.00
Value of this Change Order	\$ 18,288.00
New Contract Value	\$ 107,088.00

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

By: Brad Sanderson

By: _____

Date: _____

Date: _____



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 #3

Tracking Number

PW 2021-74

Agenda Item Summary Memo

Title: Lake Michigan Allocation – Engineering Agreement

Meeting and Date: City Council – January 11, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 12/16/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-74

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Lake Michigan allocation permit – engineering agreement

Summary

Consideration of an engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

Background

This item was reviewed by the Public Works Committee the December 21, 2021 meeting, and recommended it for approval. In general, this is an engineering agreement covering EEI's time gathering materials and participating in the City's upcoming application into the IDNR for a Lake Michigan water allocation permit. This is one of the components of the City Council's approval of Lake Michigan as a preferred water source.

The work is expected to be complete throughout 2022, hopefully culminating in an approved allocation permit by the IDNR in late 2022. As a point of reference, EEI just participated in Joliet's successful Lake Michigan allocation permit. The City is working with Oswego and Montgomery staff, including shared attorney Irene Caminer, on this process. Attorney Caminer's fees will be separate from this EEI agreement and are unspecified at this time.

Recommendation

Staff recommends approval of the engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

**Agreement for Professional Services
United City of Yorkville, Kendall County, IL
Lake Michigan Allocation Permit Application**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the Lake Michigan Allocation Permit Application as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein based on a time and material basis. The Estimate of Level of Effort and Associated Cost, included as Attachment C, suggests the budget for the Contractor's services to be \$88,800. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2021 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2022.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other

or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure

continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B: SCOPE OF SERVICES

Introduction:

The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source. The City will need to secure a Lake Michigan Allocation in order to utilize it as their water source. The City would like to proceed with an application for a Lake Michigan allocation with the ultimate goal of receiving an allocation permit. The scope of services for this project includes the development of the application and its supplementary components, as well as consultation services throughout the submittal development and hearing process.

The proposed work items for this project are as follows:

PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS

- 0.1 Project Administration
- 0.2 Data Collation & Status Review Meetings (3 Online Meetings)
- 0.3 Waterlink Coordination Meetings (2 Online Meetings)
- 0.4 Pre-Application Meeting With IDNR (Online)

APPLICATION PREPARATION

- 1.1 Coordinate Information Collation
- 1.2 Summarize Data
- 1.3 Input Data Into Application
- 1.4 Application Review & Finalization

REPORT IN SUPPORT OF APPLICATION PREPARATION

- 2.1 Develop Existing & Proposed Wastewater Discharge Location Map
- 2.2 Summarize Water Demand Projections
- 2.3 Summarize Existing Water Works System
- 2.4 Summarize Proposed System
- 2.5 Summarize Conservation Practices
- 2.6 Summary Implementation Schedule
- 2.7 Report Review & Finalization

NONREVENUE REDUCTION PLAN PREPARATION

- 3.1 Summarize Historical Water Loss Audit Results
- 3.2 Summarize NRW Reduction Strategies and Actions
- 3.3 Define NRW Reduction Implementation Schedule
- 3.4 Report Review & Finalization

TESTIMONY PREPARATION

- 4.1 Review and Edit Testimony

HEARING PROCESS

- 5.1 Pre-Hearing Notification

- 5.2 Pre-Hearing Preparation & Pre-Hearing
- 5.3 Application Package Revisions
- 5.4 Application Package Response Testimony
- 5.5 Hearing Preparation & Hearing

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2150-P	
PROJECT TITLE		DATE	PREPARED BY
Lake Michigan Allocation Permit Application		12/16/21	JWF

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PM	PE	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	BPS	JWF	MLP	ALI	KAM	MJT	DRA		
		RATE	\$217	\$217	\$212	\$147	\$147	\$100	\$70		
PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS											
0.1	Project Administration		6	12						18	\$ 3,906
0.2	Data Collation & Status Review Meetings (3 Online Meetings)		3	9	3	3				18	\$ 3,681
0.3	Waterlink Coordination Meetings (2 Online Meetings)		2	4						6	\$ 1,302
0.4	Pre-Application Meeting With IDNR (Online)		2	6	2	2				12	\$ 2,454
Project Facilitation & Project Team Meetings Subtotal:			13	31	5	5	-	-	-	54	\$ 11,343

APPLICATION PREPARATION											
1.1	Coordinate Information Collation		2	6	6	6				20	\$ 3,890
1.2	Summarize Data		1	4	4	30	10			49	\$ 7,813
1.3	Input Data Into Application		1	4	4	20	8			37	\$ 6,049
1.4	Application Review & Finalization		2	6	4	6			2	20	\$ 3,606
Application Preparation Subtotal:			6	20	18	62	18	-	2	126	\$ 21,358

REPORT IN SUPPORT OF APPLICATION PREPARATION											
2.1	Develop Existing & Proposed Wastewater Discharge Location Map			1		6		4		11	\$ 1,499
2.2	Summarize Water Demand Projections			2		6				8	\$ 1,316
2.3	Summarize Existing Water Works System			1		6		2		9	\$ 1,299
2.4	Summarize Proposed System			2		6		4		12	\$ 1,716
2.5	Summarize Conservation Practices			1		3				4	\$ 658
2.6	Summary Implementation Schedule			1		3				4	\$ 658
2.7	Report Review & Finalization		2	4		12			2	20	\$ 3,206
Report in Support of Application Preparation Subtotal:			2	12	-	42	-	10	2	68	\$ 10,352

NONREVENUE REDUCTION PLAN PREPARATION											
3.1	Summarize Historical Water Loss Audit Results			2	4		10			16	\$ 2,752
3.2	Summarize NRW Reduction Strategies and Actions		2	2	6		14	4		28	\$ 4,598
3.3	Define NRW Reduction Implementation Schedule		2	2	6		4			14	\$ 2,728
3.4	Report Review & Finalization		2	2	4		14		2	24	\$ 3,914
Nonrevenue Reduction Plan Preparation Subtotal:			6	8	20	-	42	4	2	82	\$ 13,992

TESTIMONY PREPARATION											
4.1	Review and Edit Testimony		4	4		4				12	\$ 2,324
Testimony Preparation Subtotal:			4	4	-	4	-	-	-	12	\$ 2,324

HEARING PROCESS											
5.1	Pre-Hearing Notification		1	2		2			4	9	\$ 1,225
5.2	Pre-Hearing Preparation & Pre-Hearing		12	12		12				36	\$ 6,972
5.3	Application Package Revisions		2	6		16				24	\$ 4,088
5.4	Application Package Response Testimony		2	6		12				20	\$ 3,500
5.5	Hearing Preparation & Hearing		16	16		16				48	\$ 9,296
Hearing Process Subtotal:			33	42	-	58	-	-	4	137	\$ 25,081

PROJECT TOTAL:	64	117	43	171	60	14	10	479	84,450
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EEl STAFF

BPS Bradley P. Sanderson, P.E.
 JWF Jeffrey W. Freeman, P.E., CFM, LEEP AP
 TGH Michele Piotrowski, P.E., LEED AP
 ALI Ali Ghassemmi, Ph.D, E.I.
 KAM Kamelia Afshinnia, Ph.D, E.I.
 MJT Matthew J. Taylor
 DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning =	\$ 250
Mileage =	\$ 100
Illinois State Water Survey =	\$ 4,000
DIRECT EXPENSES =	\$ 4,350

LABOR SUMMARY

EEl Labor Expenses =	\$ 84,450
TOTAL LABOR EXPENSES	\$ 84,450

TOTAL COSTS	\$ 88,800
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2150-P	
PROJECT TITLE		DATE	PREPARED BY
Lake Michigan Allocation Permit Application		12/16/21	JWF

TASK NO.	TASK DESCRIPTION	2022											
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
		PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS											
0.1	Project Administration												
0.2	Data Collation & Status Review Meetings (3 Online Meetings)												
0.3	Waterlink Coordination Meetings (2 Online Meetings)												
0.4	Pre-Application Meeting With IDNR (Online)												
APPLICATION PREPARATION													
1.1	Coordinate Information Collation												
1.2	Summarize Data												
1.3	Input Data Into Application												
1.4	Application Review & Finalization												
REPORT IN SUPPORT OF APPLICATION PREPARATION													
2.1	Develop Existing & Proposed Wastewater Discharge Location Map												
2.2	Summarize Water Demand Projections												
2.3	Summarize Existing Water Works System												
2.4	Summarize Proposed System												
2.5	Summarize Conservation Practices												
2.6	Summary Implementation Schedule												
2.7	Report Review & Finalization												
NONREVENUE REDUCTION PLAN PREPARATION													
3.1	Summarize Historical Water Loss Audit Results												
3.2	Summarize NRW Reduction Strategies and Actions												
3.3	Define NRW Reduction Implementation Schedule												
3.4	Report Review & Finalization												
TESTIMONY PREPARATION													
4.1	Review and Edit Testimony												
HEARING PROCESS													
5.1	Pre-Hearing Notification												
5.2	Pre-Hearing Preparation & Pre-Hearing												
5.3	Application Package Revisions												
5.4	Application Package Response Testimony												
5.5	Hearing Preparation & Hearing												





Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2023-50

Agenda Item Summary Memo

Title: Progressive Energy - Municipal Electric Aggregation

Meeting and Date: City Council – January 9, 2024

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM – 12/20/23 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2023-50

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: December 13, 2023
Subject: Municipal Electric Aggregation

Summary

Consideration of a new twenty-month municipal electric aggregation program with MC Squared (MC²) Energy.

Background

This item was last discussed by the City Council in April 2020, when the City Council entered into a two-year municipal electric aggregation program. Since Spring 2022 when the program expired, our electric aggregation brokers Progressive Business Solutions have tested the market on the City's behalf and are prepared to recommend a new two-year program.

To recap, municipal aggregation is the process by which the City purchases electricity in bulk from an alternative supplier on behalf of residential and small business customers in Yorkville. The attached Municipal Electric Aggregation Update from Progressive Energy Group presents two options for aggregation. The first option is a traditional aggregation program, where residents ostensibly save money by utilizing an alternate electric supplier instead of ComEd. These programs were once effective cost saving vehicles, as experienced by the City in 2012 – where over 4,800 residential and small business accounts were enrolled in a traditional aggregation program, which yielded average household savings of \$429. However, since that time, market forces within the energy supply industry have changed and differences between “cheaper” alternate energy suppliers and ComEd have been essentially mitigated. As noted on pages 3 and 4 in the Aggregation Update, Progressive states that no alternative supplier was identified with lower supply rates than ComEd, for both the 12-month (Exhibit A) and 24-month (Exhibit B) terms. As such, a traditional aggregation program is not recommended at this time.

The second (and recommended option) presented by Progressive, is a civic grant aggregation program (please see page 5). In general, the program will operate the same way as it did in 2020-2022: in which approximately one-third of City's residents will be packaged together into the municipal electric aggregation program and the City will receive a monthly fee of around \$2,000 for the duration of the contract, for a total of \$41,667. The residents will never pay more than the ComEd supply rate, and the residents actually moved to a new electricity supplier under the program will have no penalty if they choose to opt out of the program. Additionally, residents will incur no early termination fees for leaving the program, will continue to receive one invoice from ComEd and may opt-out individually and choose a different 3rd party supplier at any time.

If the City decides to move forward with the municipal electric aggregation proposal, each resident and small business in the City will receive one of five different types of notification letters (attached – approximately 8,200 letters in total will be sent out) in mid-to-late January:

- 1) “Electric Aggregation Program Notice (~35% to 40% of letters)”
 - a. These residents have energy usage that will result in a savings to the aggregator and revenue to the City because they will be switched from the ComEd supply rate to the MC2 supply rate. Functionally, the resident will continue to pay the ComEd supply rate and their bill will not be impacted compared to their bill before the aggregation program. Any of these residents can opt-out of the City’s aggregation program at any time without penalty to the resident.

- 2) “Informational Content Only: No Action Required (~35% to 40% of letters)”
 - a. These residents have energy usage that will result in NO savings to the aggregator nor revenue to the City should they be switched from the ComEd supply rate to the MC2 supply rate. The resident will continue to pay the ComEd supply rate and their bill will not be impacted compared to the bill before the aggregation program. Any of these residents could opt-in to the City’s aggregation program at any time without benefit nor penalty to the resident.

- 3) “Hourly: Informational Content Only (~25% of letters)”
 - a. These residents have already opted into a special hourly electricity supply rate with a supplier other than ComEd that has a variable price structure depending on what time of day the power is used by the resident. These residents will continue to pay the alternate providers special hourly supply rate and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be able to opt-in to the City’s aggregation program due to early termination fees or other contractual obligations with their alternative supplier. For those residents that confirm they do have the flexibility under their alternative supplier hourly rate program to opt-in to the City’s aggregation program may see a benefit or a detriment to their bill depending on the terms of their prior hourly rate program compared to the MC2 supply rate.

- 4) “Net Metering” Informational Content Only (less than 2% of letters)”
 - a. These residents have already opted into a special net metering (i.e., solar based customers only) supply rate with ComEd. These residents will continue to pay the ComEd net metering supply rates and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be able to opt-into the City’s aggregation program depending on the terms of their contract with ComEd for the net metering supply program; those that confirm they have the flexibility under the ComEd net metering supply program to opt-in to the City’s aggregation program may see a benefit or a detriment to their bill depending on the terms of their prior ComEd net metering supply program compared to the MC2 supply rate.

- 5) “Electric Aggregation Program – Opt In Notice (less than 2% of letters)”
 - a. These residents have already opted into ComEd’s hourly pricing program. These residents will continue to pay the hourly electricity supply rate (which fluctuates with the market) with ComEd and their bill will not be impacted compared to the bill before the aggregation program. These residents may or may not be able to opt-into the City’s aggregation program depending on the terms of their contract with ComEd; those that confirm they have the flexibility under their ComEd supplier agreement to opt-into the City’s aggregation may see a benefit or a detriment to their bill depending on the terms of their prior third-party energy supplier agreement compared to the MC2 supply rate.

The residents do not have to take any action when the letter is received, and those residents who take no action will not pay any more for electricity than they did prior to the aggregation program. Conversely, any resident who takes action (opt-in or opt-out) after the letter is received will see their electricity bill stay the same (letters #1 and #2) or could see their electricity bill increase, decrease, or stay the same (letters #3, #4, and #5). In addition, ComEd will also send out a letter (attached) for all resident and small business accounts that transition into the new aggregation program.

Based on industry statistics, inquiries from constituents regarding aggregation programs are typically minimal, averaging less than one-half of one percent, which would equate to approximately 40 calls (based on the 8,200 letters that are being sent out). Nonetheless, as questions arise, they will either be answered directly by Progressive Business Solutions or by calling MC² directly at (833) 740-0477 (M-F 8am to 5pm).

Recommendation

Staff recommends approval of the new twenty-month municipal electric aggregation program and the corresponding ordinance.

Ordinance No. 2024-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
APPROVING A MASTER POWER SUPPLY AGREEMENT WITH
MC SQUARED ENERGY SERVICES**

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

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, *et seq* (the “Act”), the Corporate Authorities of the City are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment; and,

WHEREAS, Progression Energy Group has presented the City with a two-year (2) aggregation program pursuant to the terms and conditions as set forth in an Agreement by and between the United City of Yorkville and MC Squared Energy Services, LLC for the purpose of providing full-requirements and electricity services for participation in an aggregation program by the City’s residents and small businesses; and,

WHEREAS, the City has reviewed the proposed Agreement which would provide all City residents and small businesses with several options to determine their electric supplier and, therefore, recommend approval of said Agreement.

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 Preambles of this Ordinance is declared to be true and correct and is incorporated by reference herein.

Section 2. That the *Agreement by and between the United City of Yorkville and MC Squared Energy Services, LLC to Provide Full-Requirements Electricity Supply and Related Services for the City’s Electric Aggregation Program*, as attached hereto, is hereby approved and the Mayor and City Clerk are hereby authorized to execute.

Section 3. This Ordinance shall be in full force and effect on January 1, 2024 upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

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. 2024.

MAYOR

Attest:

CITY CLERK

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ___th day of January, 2024 ("Effective Date") between the United City of Yorkville, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) (Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by Progressive Energy on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.33. "RTO: means Regional Transmission Organization.

2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.36. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.

2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39. "Municipality" means the United City of Yorkville.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program,

the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code §

470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and

4.3.8.5. Any Eligible Customer with the “16-115E Flag,” per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as “Rate Code B93” indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the

Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date for a delivery period of Twenty (20) consecutive monthly billing cycles as provided for within Exhibit A starting from the initial meter read dates in April 2024 and expires at the end of the last day of the 20th billing cycle in December 2025 for the Participating Customer(s).

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time

and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, Supplier shall be liable under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, provided however that such liability shall be limited to the amounts covered within Exhibit B – Supplier Insurance Coverages.

ARTICLE 7
FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of a 12-month term Agreement and two (2) years following either the expiration or earlier termination of a 24-month term agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public

Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10
MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

To Supplier

Charles C Sutton
President
MC Squared Energy Services, LLC
175 W Jackson Blvd Ste 240
Chicago IL 60604
Fax: 877-281-1279

With a copy to:

City Attorney
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

With a copy to:

Jeremiah McGair
Senior Counsel
Wolverine
175 W Jackson Blvd Ste 200
Chicago IL 60604
Fax: 312-884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;

- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kendall County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: United City of Yorkville

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A - PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Delivery Term: Twenty (20) Billing Cycles (04/2024 – 12/2025)

Percent of RECs:	Zero (N/A)
Civic Contribution:	\$2,083.33/monthly

Supplier will provide a monthly \$2,083.33 Civic Contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter-read cycle of each delivery period (i.e. April 2024 payment paid in June 2024).

MC Squared Energy Services, LLC

Municipality: United City of Yorkville

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - Worker's Compensation
 - Professional LiabilityEach such additional Insured endorsement shall identify Owner as follows: City of Yorkville, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
Additional Insured Policy or Policies



Municipal Electric Aggregation Update

City of Yorkville

Prepared for: Bart Olson & Rob Fredrickson

By: Chris Childress

Date: December 14, 2023

Office - (630) 882-6100

Fax - (630) 882-6132

Mobile (630) 800-0173

chris@savewithprogressive.com

www.progressiveenergygroup.com

The City of Yorkville has sponsored several residential and small business electric aggregation programs over the past 10 years. The City of Yorkville is currently not in an electric aggregation program. Progressive has been working with the electric suppliers on options for 2023 electric aggregation renewal for the Cities, residents, and small business. The two options Progressive Energy Group reviewed:

1. Traditional Aggregation where residents save money with a Electric Supplier vs ComEd rates
 1. We have not found any supplier that can beat ComEd prices.
 2. Please see Exhibit A for the results.
 3. We do not recommend this program.

2. Civic Grant Aggregation – in this program only roughly 1/3 of residents are enrolled in aggregation, the price is the same as ComEd, and the invoicing still comes from ComEd. The sponsoring governmental entity also receives an unrestricted civic grant. Program highlights:
 - a. Yorkville participated in this type of program with MC2 Energy in late 2020 through October 2022.
 - b. Only one supplier, MC2 Energy, is offering this type of program.
 - c. The Civic Grant MC2 is offering **\$25,000 per year or \$41,667 for a 20-month program. Progressive is recommending this program. Paid \$2,083.33 per month, for 20-months.**
 - d. **Target April 1, 2024 Start Date**
 - e. Civic Grant has no restrictions.
 - f. Residents will never pay more than ComEd tariff rate.
 - g. Residents will never pay an early termination fee if they leave the program.
 - h. Residents continue to receive one invoice from ComEd.
 - i. Residents may continue to choose a different 3rd party supplier at any time.

The previous program with MC2 Energy also qualified the City as a EPA Green Partner Community. This Aggregation Program will not qualify for the EPA Green Partner Community. The EPA changed their methodology on number of Recognized Environmental Condition (REC's) needed to qualify for the program. For the City of Yorkville, it means that to participate in the EPA Green Partner Community going forward that the City would need to purchase roughly 300% more REC's. In addition, the REC prices have increased 400% - 500% in the past three years.

Exhibit A

ComEd Summer:	\$0.06809	No Early Termination Fees	
ComEd Winter:	\$0.07055	No Price Match Guarantee	
Aggregated Rate:	\$0.06973		

All Communities Aggregated Together - 12 Months

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynergy
City of Aurora	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Aurora Township	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Big Rock	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Burlington	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Town of Cortland	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Hinckley	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Kane County	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Kendall County	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Kirkland	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Malta	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Maple Park	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Oak Lawn	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Plano	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Sandwich	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Shabbona	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Somonauk	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
Village of Waterman	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146
City of Yorkville	Nov or Dec 2023	No Bid	\$0.08467	\$0.07190	\$0.07146

All Communities Individually Priced - 12 Months

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynergy
City of Aurora	Nov or Dec 2023	\$0.07450	\$0.08467	\$0.07190	\$0.07234
Aurora Township	Nov or Dec 2023	\$0.07490	\$0.08467	\$0.07180	\$0.07117
Village of Big Rock	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.06798
Village of Burlington	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.06967
Town of Cortland	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07043
Village of Hinckley	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07065
Kane County	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07210	\$0.06887
Kendall County	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07170	\$0.07006
Village of Kirkland	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07065
Village of Malta	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.06940
Village of Maple Park	Nov or Dec 2023	\$0.07490	\$0.08467	\$0.07180	\$0.07087
Village of Oak Lawn	Nov or Dec 2023	\$0.07650	\$0.08467	\$0.07190	\$0.07461
City of Plano	Nov or Dec 2023	\$0.07550	\$0.08467	\$0.07180	\$0.07276
City of Sandwich	Nov or Dec 2023	\$0.07350	\$0.08467	\$0.07180	\$0.07094
Village of Shabbona	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.06850
Village of Somonauk	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07144
Village of Waterman	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07015
City of Yorkville	Nov or Dec 2023	\$0.07250	\$0.08467	\$0.07180	\$0.07149

Exhibit B

ComEd Summer:	\$0.06809	No Early Termination Fees		
ComEd Winter:	\$0.07055	No Price Match Guarantee		
Aggregated Rate:	\$0.06973			

All Communities Aggregated Together - 24 Months

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynegy
City of Aurora	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Aurora Township	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Big Rock	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Burlington	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Town of Cortland	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Hinckley	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Kane County	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Kendall County	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Kirkland	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Malta	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Maple Park	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Oak Lawn	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Plano	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Sandwich	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Shabbona	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Somonauk	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
Village of Waterman	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504
City of Yorkville	Nov or Dec 2023	No Bid	\$0.08803	\$0.07510	\$0.07504

All Communities Individually Priced - 24 Months

City/Village/Township/County	Start Date	MC2 Energy	Constellation	Energy Harbor	Dynegy
City of Aurora	Nov or Dec 2023	\$0.07750	\$0.08803	\$0.07510	\$0.07594
Aurora Township	Nov or Dec 2023	\$0.07790	\$0.08803	\$0.07500	\$0.07470
Village of Big Rock	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07123
Village of Burlington	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07314
Town of Cortland	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07397
Village of Hinckley	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07412
Kane County	Nov or Dec 2023	\$0.07450	\$0.08803	\$0.07540	\$0.07224
Kendall County	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07490	\$0.07350
Village of Kirkland	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07412
Village of Malta	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07277
Village of Maple Park	Nov or Dec 2023	\$0.07790	\$0.08803	\$0.07500	\$0.07441
Village of Oak Lawn	Nov or Dec 2023	\$0.07950	\$0.08803	\$0.07510	\$0.07845
City of Plano	Nov or Dec 2023	\$0.07850	\$0.08803	\$0.07500	\$0.07647
City of Sandwich	Nov or Dec 2023	\$0.07650	\$0.08803	\$0.07500	\$0.07444
Village of Shabbona	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07173
Village of Somonauk	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07499
Village of Waterman	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07358
City of Yorkville	Nov or Dec 2023	\$0.07550	\$0.08803	\$0.07500	\$0.07515

Only MC2 Offer these programs

Municipality Name	Option # 2	No Green RECs provided by MC2 Energy	
	Utility PTC Rate Match Program Civic Grant Payment		
	Monthly	1- Year	2- Year
Yorkville, IL	\$2,083.33	\$25,000	\$50,000



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

Letter #1

January 22, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program

ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION PROGRAM NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc²), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

You are not required to do anything to participate in our Electric Aggregation Program. mc² will automatically process your enrollment. You will not pay more than the published ComEd supply rate plus there is no enrollment or early termination fees. For additional information, please see the enclosed "Terms and Conditions" and "Uniform Disclosure Statement". If you are currently participating in a community solar savings program, or will be in the future, this municipal electricity aggregation supply program will not impact your community solar program. The community solar generation credits provided by ComEd are independent of this aggregation program.

Opt-Out Option: You have twenty-one (21) days from the date on this notice to opt out. You may opt out by either:

1. Calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m.
2. Online by visiting www.mc2energyservices.com/municipal-aggregation/optout
3. Returning the enclosed card by March 11, 2024
4. Scanning the QR code located on the enclosed card to opt out via your mobile device

You can cancel this agreement with mc² at any time during the program with no early termination fees. If you do not Opt-Out of the City's Electric Aggregation program, you will be deemed to have authorized and agreed to your enrollment in the City's Electric Aggregation program, and to have your electricity supply service with mc² under the "Terms and Conditions" and "Uniform Disclosure Statement" enclosed.

Billing and Service: Your billing and service will remain the same. You will continue to receive a single bill from ComEd and continue to be eligible for all ComEd payment options, including e-bill, automatic bill payment, and budget billing. ComEd continues to be responsible for wires, poles, and all emergencies, including outage restoration.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may request a list of all supply options available in a format allowing comparison of price and product from the Illinois Power Agency free of charge at www.illinois.gov/ipa/Pages/Feedback_Form.aspx.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc² or ComEd.

Sincerely,

United City of Yorkville

Enclosures



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

Letter #2

January 22, 2024

Customer Mailing Information

RE: United City of Yorkville Aggregation Program
ComEd Service Address: Customer premise address

“Informational Content Only: No Action Required”

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc²), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only. Your electricity supply service will remain with ComEd, and you do not need to do anything at this time.

However, if you wish to participate in the City’s program you must take action to opt in to the program. You may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc² or ComEd.

Sincerely,

United City of Yorkville



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

Letter #3

January 22, 2024

(Customer address)

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: (Customer service address)

HOURLY: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner,

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc²), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only, your account will not be switched. Your electric utility has informed us that you are currently a participant in their hourly supply program called Rate RRTP (Residential Real Time Pricing). If you wish to participate in the City's Electric Aggregation Program, you must take action. You may enroll only at www.mc2energyservices.com/special (enter promo code **Yorkville**) or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m.

Savings, if any, will vary for previous ComEd hourly (Rate RRTP) customers when switching to the Aggregation program depending on your usage patterns. In addition, please check the terms and conditions of ComEd's Rate RRTP program prior to leaving their program. If you leave the ComEd hourly program, you may be precluded from joining the ComEd Hourly program for 12 months.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may request a list of all supply options available in a format allowing comparison of price and product from the Illinois Power Agency free of charge at www.illinois.gov/ipa/Pages/Feedback_Form.aspx.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc² or ComEd.

Sincerely,

United City of Yorkville



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

Letter #4

January 22, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: Customer premise address

NET METERING: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc²), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

This notice is informational only. Your electric utility has informed us that you are currently a participant in a net metering program through either ComEd or a retail electric supplier. **To protect your existing net metering program and any special electricity supply rates that you may have, your account will not be switched to mc².** If you wish to opt-in to the City's Electric Aggregation Program through mc², you may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may request a list of all supply options available in a format allowing comparison of price and product from the Illinois Power Agency free of charge at www.illinois.gov/ipa/Pages/Feedback_Form.aspx.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc² or ComEd.

Sincerely,

United City of Yorkville



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

Letter #5

January 22, 2024

Customer Mailing Information

RE: United City of Yorkville Electric Aggregation Program
ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION PROGRAM - OPT IN NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville (City) is pleased to inform you that we will participate in an electric aggregation program. A Chicago based company, MC Squared Energy Services, LLC (mc²), was selected to serve the eligible residents and small business customers with an electric supply price equal to the published ComEd supply rate for a 20-month term beginning with the April 2024 ComEd meter read cycle. In addition, this Electric Aggregation Program provides us with a civic contribution for community initiatives at zero added cost to residents and the City.

Your account will not be switched. You will remain with your current supplier. This notice is informational only. Your electric utility has informed us that you are currently served or have chosen to be served by another competitive retail electric supplier or have special services with ComEd. **If you want to continue to receive service from your chosen electric supplier or ComEd, you do not need to take additional action.** However, if you wish to participate in the City's program you must take action to opt in to the program. You may enroll by visiting www.mc2energyservices.com/special and entering the promo code **Yorkville** or by calling 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For information on the ComEd tariff rate, please visit www.pluginillinois.org, the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit pluginillinois.org. You may request a list of all supply options available in a format allowing comparison of price and product from the Illinois Power Agency free of charge at www.illinois.gov/ipa/Pages/Feedback_Form.aspx.

For more information, email ElectricAggregation@mc2energyservices.com or call 833-740-0477, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls, asking you to switch to a supplier is not associated with the United City of Yorkville, mc² or ComEd.

Sincerely,

United City of Yorkville

CUSTOMER CHOICE AND MUNICIPAL AGGREGATION FAQs

Q: What does “customer choice” for electric supply mean exactly?

A: There are two major components that make up a customer's electric bill. One is the delivery charge that represents about a third of a customer's total bill. This delivery charge covers the costs associated with delivering electricity to a customer's home, such as maintaining poles and wires, restoring outages, etc. The other two-thirds of a bill cover the electricity itself. For this supply charge, ComEd customers have the ability to choose from a number of retail electric suppliers (RESs). These suppliers are offering all sorts of different pricing plans and options that customers can consider. There are a number of RESs currently authorized by the Illinois Commerce Commission to sell electricity supply to ComEd customers.

Q: What is ComEd's position on customer choice?

ComEd has long believed that customer choice for electric supply was the right policy to spur innovation, competition and the lowest possible price for power. The emergence of competition in the residential market is exactly what supporters of the law envisioned and ComEd remains committed to doing everything we can to implement that vision.

Q: What is Municipal Aggregation and how is that different than “retail choice”?

A: Retail choice simply refers to the ability for customers to choose from any number of authorized RESs. Municipal aggregation is a process whereby an entire community moves to a RES as a group. The advantage of aggregation is that each individual customer does not have to understand the variety of offers that are available from a wide range of suppliers. The municipality – often with the assistance of a consultant – can do much of that research on behalf of the community and select the offer that they believe reflects the best value. Customers need to be aware of what their municipality is doing. This is an opt-out program, so customers who do nothing will be switched to an alternative supplier if the municipality makes that decision. Customers always have the right to shop on their own or opt-out of the municipality's program, but they must make that decision known to their municipality. Municipalities are required to send letters to their residents giving them this option. It is the customer's responsibility to take action, if they choose to do so.

Q: What's ComEd's position on municipal aggregation?

A: ComEd supports municipal aggregation. ComEd works cooperatively with municipalities who elect to aggregate by providing load data and other necessary information. We also work with the alternative suppliers to make sure customers are enrolled with the correct suppliers on a timely basis.

Q: If a ComEd customer chooses a RES or is part of a municipal aggregation program, what changes in terms of service?

A: ComEd will remain the delivery service provider no matter where a customer receives electric supply. Customers will still call ComEd for outages, emergency services and questions about service. The quality, reliability, and maintenance of a customer's electric service will not change. RESs also have the option of having ComEd put their supply charges on the ComEd bill, so it is fairly common (although not mandatory) for residential customers to continue to get a single ComEd bill. In this circumstance, the customer still sends a single check to ComEd covering both the delivery charges and the RES supply charges.

Q. Will I be able to keep my current billing arrangements like Budget billing, E-bill, and EFT (direct deposit)?

A: Yes, as long as the supplier has ComEd perform the billing for them.



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 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – January 9, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

If new information is available at the time of the meeting, then a discussion will be held.



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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – January 9, 2024

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.
